



## College Station, TX

### Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

Internet: [www.microsoft.com/microsoft-teams/join-a-meeting](http://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#

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January 22, 2026

4:00 PM

City Hall Council Chambers

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

1. **Call to Order.**
2. **Executive Session Agenda.**

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

2.1. **Consultation with Attorney {Gov't Code Section 551.071};**

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

a. The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.

2.2. **Real Estate {Gov't Code Section 551.072};**

Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

a. Approximately 8 acres of land located at 1508 Harvey Road.

b. Approximately 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.

c. Property located within the Midtown Business Park.

2.3. **Personnel {Gov't Code Section 551.074};**

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. Construction Board of Adjustments
- b. Zoning Board of Adjustments
- c. City Secretary
- d. City Attorney
- e. City Manager
- f. Council Self -Evaluation

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

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

- a. Power Supply

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

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

- a. Economic development agreement with Corinth Group, Inc.
- b. Economic development agreement for a development within the Midtown Business Park relating to baseball fields.
- c. Economic development agreement with College Station Town Center, LP.
- d. Economic development agreement for a development generally located at the intersection of University Drive and College Avenue.
- e. Economic development agreement for a development generally located at the intersection of Raymond Stotzer Parkway and State Highway 47.

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

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

Speaker Protocol.

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

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

- 5.1. Presentation recognizing the Texas A&M Women's Volleyball Team for winning the 2025 NCAA Championship.

Sponsors: Tanya Smith

Attachments: None

## 6. Hear Visitors.

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

## 7. Consent Agenda.

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

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

- January 5, 2026 Special Meeting
- January 8, 2026 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. SPM010526 DRAFT Minutes  
2. CCM010826 DRAFT Minutes

7.2. Presentation, discussion, and possible action regarding contract awards for Vehicle Painting and Body Repair Services to: (1) Corn's Collision Center, Inc., not to exceed \$200,000 annually, (2) George's Paint and Body, LLC, not to exceed \$150,000 annually, and (3) BDS Body Works, not to exceed \$50,000 annually.

Sponsors: Emily Fisher

Attachments: 1. RFP 25-100 Pricing Tab  
2. Corn's Collision Center - vendor signed  
3. George's Paint and Body - vendor signed  
4. BDS Bodywork - vendor signed

7.3. Presentation, discussion, and possible action on the award of contracts for temporary staffing services to Spherion Staffing, LLC, not to exceed \$200,000 and The Reserves Network, Inc. not to exceed \$100,000 for a combined estimated annual expenditure not to exceed \$300,000 based on projected service needs.

Sponsors: Alison Pond

Attachments: 1. Contract 26300158 – Spherion Staffing, LLC  
2. Contract 26300159 – The Reserves Network, Inc

7.4. Presentation, discussion, and possible action regarding a subscription agreement with Kudelski Security Inc. for Palo Alto Networks firewall systems, hardware and support in the amount of \$311,322.

Sponsors: Sam Rivera

Attachments: 1. QUO-06572-M2G9Z1 Rev. 4

7.5. Presentation, discussion, and possible action on a contract award for Electric Underground Distribution Bore Projects to Sterling Global Industries, LLC, not to exceed \$1,537,561.67.

Sponsors: Glenn Gavit

Attachments: 1. 26-026 Bid Tabulation  
2. C# 26300224 12.5kV Electric UG Power line Projects (26-026)

**8. Workshop Agenda.**

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

Sponsors: Gary Mechler, Stephen Maldonado

Attachments: None

8.2. Presentation, discussion, and possible action regarding an overview of the Traffic Congestion and Mobility Analysis Study.

Sponsors: Jason Schubert

Attachments: None

**9. Regular Agenda.**

9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix "A", "Unified Development Ordinance," Article 11, "Definitions," Section 11.2 "Defined Terms" of the Code of Ordinances of the City of College Station, Texas, regarding the definition of family.

Sponsors: Heather Wade

Attachments: 1. Article 11 Definitions Redlines  
2. Ordinance Family

9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Chapter 107, "Impact Fees", Article II, "System-Wide Impact Fees", Section 107-73, "System-Wide Roadway Impact Fees", of the Code of Ordinances of the City of College Station, Texas, to amend the roadway impact fee collection rates.

Sponsors: Carol Cotter

Attachments: 1. Roadway Impact Fee Service Area Map  
2. Impact Fees Summary Tables  
3. Benchmarks  
4. Building Permit Data 2010-2025  
5. Ordinance Amendment - Collection Rate to Zero

9.3. Presentation, discussion, and possible action regarding a resolution of support of a proposal received in response to RFI 26-032 for the development of affordable housing in College Station through the Texas Department of Housing and Community Affairs 2026 Low Income Housing Tax Credit allocation process.

Sponsors: David Brower

Attachments: 1. Knoxwood Crossing Woda Cooper Companies College Station Affordable Housing RFI  
2. Tax Credit Support Resolution

9.4. Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions.

- Construction Board of Adjustments
- Zoning Board of Adjustments
- Aggieland Humane Society
- Architectural Advisory Committee
- Audit Committee
- BCS Library Board

- Design Review Board

Sponsors: Tanya Smith

Attachments: None

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

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

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

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

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

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

## **13. Adjourn.**

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on January 15, 2026 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email [adaassistance@cstx.gov](mailto: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."

**January 22, 2026**  
**Item No. 5.1.**  
**Texas A&M Women's Volleyball Team**

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation recognizing the Texas A&M Women's Volleyball Team for winning the 2025 NCAA Championship.

**Relationship to Strategic Goals:**

**Recommendation(s):**

**Summary:**

**Budget & Financial Summary:**

**Attachments:**

None

**January 22, 2026**  
**Item No. 7.1.**  
**January 5 & 8 Meeting Minutes**

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action of minutes for:

- January 5, 2026 Special Meeting
- January 8, 2026 Council Meeting

**Relationship to Strategic Goals:**

- Good Governance

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

**Summary:** N/A

**Budget & Financial Summary:** None

**Attachments:**

1. SPM010526 DRAFT Minutes
2. CCM010826 DRAFT Minutes

MINUTES OF THE CITY COUNCIL SPECIAL MEETING  
IN-PERSON WITH TELECONFERENCE PARTICIPATION  
CITY OF COLLEGE STATION  
JANUARY 5, 2026

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

John P. Nichols, Mayor

**Council:**

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

**City Staff:**

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

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

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 1:34 p.m. on Monday, January 5, 2026, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. SPECIAL ITEMS**

**2.1. Presentation, discussion, and possible direction regarding a convention or event center study.**

Bryan Woods, City Manager, announced that the objective of the meeting is to review current and forthcoming capital projects and establish our capital project priorities for the upcoming years. He also explained the two primary sources of funding for the capital budget: cash and fund balance to a certain extent, followed by available debt capacity.

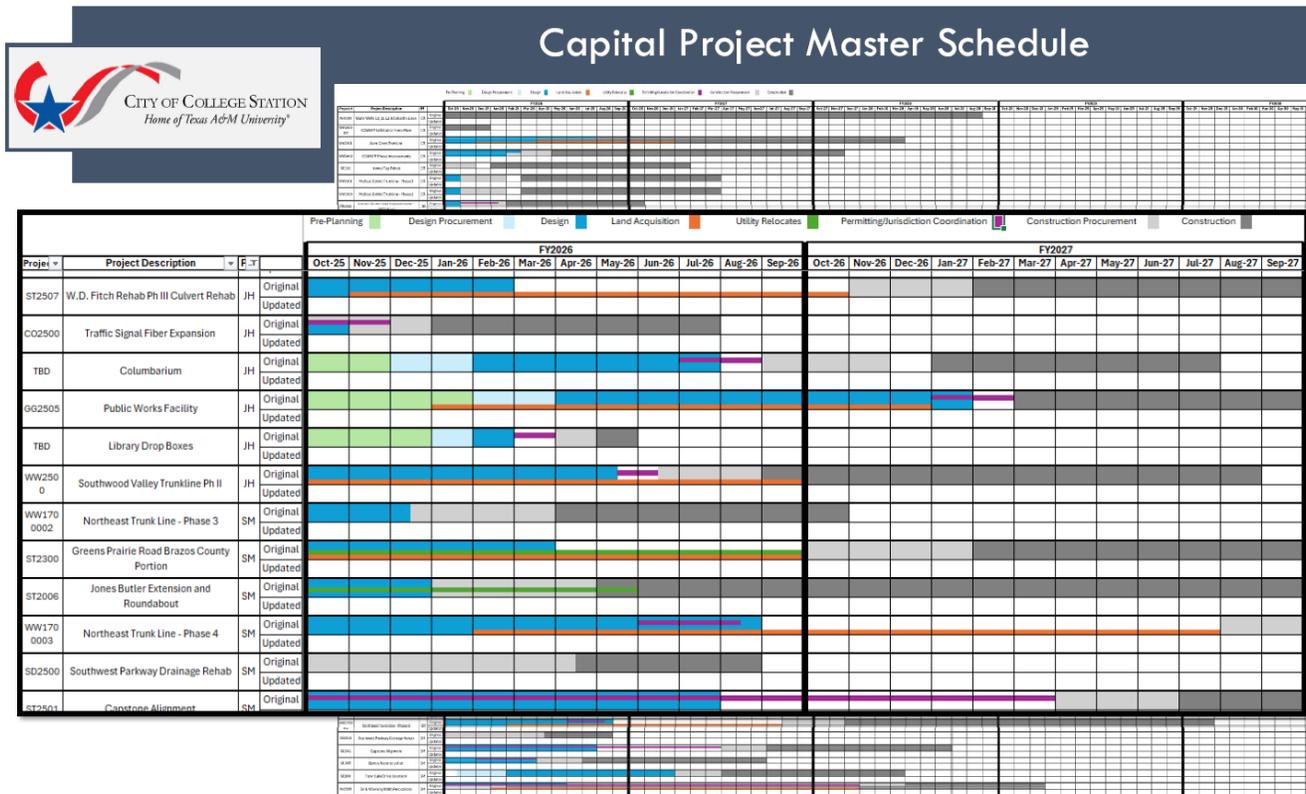
The agenda for the meeting included the following items:

- Capital Projects Life Cycle overview including phase estimations.
- Staff presented an overview of recently completed and the (60) active capital projects.
- Capital Budget: Staff provided budget and project cost information to support the Council’s discussions and prioritization of projects.
- Review of FY26 Budget Amendment 1 Ordinance (to be presented at the January 8th meeting).

- **Prioritization Tool:** The Council utilized an online survey tool to facilitate discussions on the prioritization of projects discussed in recent months.

Jennifer Cain, Capital Projects Director, discussed the recently completed and outstanding projects around the city. She opened with an overview of the capital project life cycle, noting that some phases may overlap or run concurrently:

- **Project Studies & Reporting Phase:** 9-12 months
- **Land Acquisition Phase:** 18-24 months
- **Design Phase:** 12-18 months
- **Utility Relocation Phase:** 6-9 months
- **Contract Phase:** 3 months
- **Construction Phase:** 18-24 months
- **Warranty:** 12 months



**Capital Projects Completed 2020-2025**

Parks Projects – Completed 2020-2025 (\$24M)

- American Pavilion at Veteran’s Park Structural Evaluation
- Bachmann Park Baseball Restroom and Concession Building
- Bee Creek and Central Park Tennis Courts Renovations
- Bee Creek Softball Restroom Building
- Bird Blinds at Lick Creek Park
- Central Park Athletic Restroom
- Central Park Operations Shop
- Central Park Pavilion
- CS Memorial Cemetery Sales and Maintenance Shop
- Fun for All Park
- Pickleball Futsal Courts at Anderson Park
- Steeplechase and Central Park Improvements
- Summit Crossing

Streets Projects – Completed 2020-2025 (\$85M) and Active Projects

- Cain Deacon RR Crossing
- Castle Rock Sidewalks
- Drainage Improvements at Milliff and Redmond
- Drainage Improvements at University Oaks and Stallings
- Eastgate Neighborhood Sidewalk Improvements
- Egremont Court
- FM 2818 Capacity Improvements
- FM 2154 and Holleman UPRR Intersection and Crossing
- Francis Drive, Phase 2
- Green Prairie, Phase 2
- Lick Creek H&B Parking Lot
- Luther Rehab (Marion Pugh to Penberthy)
- Munson Sidewalk Improvements
- Rock Prairie Road Extension
- Rock Prairie West Widening
- Royder Road, Phase 2
- Southwood Sidewalk
- WD Fitch Rehab, Phase 1

Wastewater Projects – Completed 2020-2025 (\$89.9M)

- Bee Creek Trunkline, Phase III
- Carter Creek Gravity Line
- Carter Creek WWTP Blower #2 Building Improvements
- Carter Creek WWTP Blower #3 Building Improvements
- Cater Lake WWFP
- CCWWTP Catwalk
- CCWWTP Equipment Shed
- CCWWTP Fuel Island
- CCWWTP Office Remodel
- CCWWTP Outfall Improvements
- Drainage Improvements at University Oaks and Stallings
- Francis Drive Phase 2 WW Rehab
- Greens Prairie Phase 2 WW Rehab
- Lick Creek Trunkline
- Lick Creek WWTP Expansion
- McCulloch Utility Rehab
- Northeast Trunkline, Phase II
- Southwood Valley Trunkline

Water Projects – Completed 2020-2025 (\$17.9M)

- Drainage Improvements at Milliff and Redmond
- Drainage Improvements at University Oaks and Stallings
- FM 2818 Utility Relocations
- Greens Prairie Phase 2 Water Rehab
- Greens Prairie Phase 2 Water Rehab Sweetwater Forest
- Luther Rehab (Marion Pugh to Penberthy)
- McCulloch Utility Rehab
- SH 6 Waiter Line Phase I
- SH 6 Waiter Line Phase II
- SH 6 Waiter Line Phase III/IIIA
- SPPS Shed & Security Fence
- Well #5 Security Fence
- Well #9
- Well #9 Collection Line

General Government – Completed 2020-2025 (\$41M)

- 1207 Texas Avenue Renovation
- CSU Administration Entry Remodel
- Fleet Upgrades – Oil Pit and Storm Drain
- Fuel Station – King Cole
- New City Hall
- PD Building Renovations – ADA Flatwork Rehab
- Public Works Fuel Station
- PW above Ground Storage Tanks & Containment

Capital Projects Completed 2020-2025 (\$17.9M)

- American Pavilion Renovation

- Bachmann Little and Senior League Buildings
- Baseball Fields – Sunk Costs
- Baseball Fields Stadium – Revision of Design
- Bee Creek Tennis Courts
- Central Park Operations Shop
- Citywide Revolving Projects and Future Improvements
- Field Redevelopment (annual)
- Lincoln Center Area Improvements – 2022 Bond Project Design
- Neighborhood Parks Revolving Funds
- Pickleball / Futsal Courts
- Texas Independence Park at Midtown
- VPAC Improvement

## 2022 Bond Projects Update

- Design: Lincoln Center Area Improvements (\$1.2M); Mabel Clare Thomas Park Redevelopment (\$3M); and Rock Prairie Road East Widening (\$16.1M)
- Construction: Fire Station No. 7 (\$18M)
- Completed: Backmann Little League & Senior League/Soccer Buildings (\$7M); Bee Creek and Center Park Tennis Court Replacement (\$1.7M); Center Park Operations Shop (\$7.4M); and Pickleball/Futsal Courts (\$1.7M)

## Current Capital Projects

### Parks Projects – Active Projects (\$44M)

- American Pavilion Renovation
- Bachmann Little and Senior League Buildings
- Baseball Fields – Sunk Costs
- Baseball Fields Stadium – Revision of Design
- Bee Creek Tennis Courts
- Central Park Operations Shop
- Citywide Revolving Projects and Future Improvements
- Field Redevelopment (annual)
- Lincoln Center Area Improvements
- Neighborhood Parks Revolving Funds
- Pickleball / Futsal Courts
- Texas Independence Park - Midtown
- VPAC Improvement

### Streets Projects – Active Projects (\$170M)

- Barron/Decatur Signal
- Barron Realignment
- Bee Creek Trail
- Bee Creek Tributary B Trail
- Cain/Deacon UPRR Crossing Switch
- Capstone Realignment
- Citywide Sidewalks
- FM 2154 & Holleman Design
- FM 2818 Capacity Design
- FM 2818 Shared Path
- Francis Drive
- George Bush Bike Lines
- Greens Prairie Rd – Arrington to WS Phillips
- Greens Prairie Rd – County portion
- Holleman / Jones Butler Roundabout
- James Parkway & Puryear
- Jones Bulter Extension & Roundabout
- Krenek Tap
- Lincoln Ave.
- Luther St. Rehab
- Marion Pugh
- Pebble Creek / WD Fitch Signal
- Rock Prairie West
- Rock Prairie Town Lake to WD Fitch
- Rock Prairie WD Fitch to City Limits
- Rock Prairie Hwy 6 to Town Lake
- Shady Drive
- Southwest Parkway Drainage
- Spring Creek Trail
- Streets Revolver

- Victoria Roundabout

- William D Fitch Ph I, II, III (Phase I is complete)

General Government – Active Projects (\$36M)

- Facilities Deferred Maintenance Revolver
- Fire Station #7
- Fleet Fuel System Rehab – Arnold Road
- Fleet Fuel System Rehab – King Cole Road

- Gateway Signs (East and West)
- Municipal Court Bldg Envelop / Possible Fire Admin Move IT/UCS
- Public Works Facility (Design)
- Public Works Backup Generator

Council discussed the list of priority projects approved by Council in August during FY26 budget discussions.

- Public Works Facility
- Midtown Infrastructure – Road Design, Construction and Water and Construction
- Midtown Signage
- Midtown Baseball Fields Championship Stadium
- Midtown – Town Lake Extension
- Texas Independence Park
- Wolf Pen Creek Project
- Hensel Park
- Athletic Fields LEDs
- Bee Creek Parking Lot Rehab
- Bachmann Tennis Court Repairs / Renovation
- Recreation Center
- University Dr Pedestrian Crossing
- Northgate
- Balcones Dr. Extension Construction – Streets
- Lakeway South
- Shady Drive
- Future Street Projects (FY30)
- Future Street Projects (fY31)
- Various Street Rehab Projects and Revolver
- Various Sidewalk and Trails Projects
- Various Signal and Roundabout Projects
- Drainage Revolver
- Pebble Creek Parkway
- Neighborhood Park Revolver

Mayor Nichols recessed Council Meeting at 3:06 p.m.

The Council Meeting was reconvened at 3:40 p.m.

Mary Ellen Leonard, Director Fiscal Services, led council in the use of an online survey tool to facilitate discussions on the prioritization of projects. The council was asked to individually organize their top 10 projects for inclusion in their ranking matrix. The sum of the results for all council members is reflected in the tables below.

**Prioritize Estimated Dollar Ranking**

Name of Project	Estimated Cost	Votes
Public Works Facility	\$35,000,000	6
Midtown Baseball Championship Stadium	\$24,500,000	6
Wolf Pen Creek	\$7,000,000	6
Univ Drive Pedestrian Crossing	\$15,000,000	5
Neighborhood Parks	\$5,000,000	5
Midtown Infrastructure	\$18,975,000	4
Midtown Town Lake Extension	\$12,000,000	4
Texas Independence Park	\$15,100,000	4
Northgate	\$5,000,000	4
Midtown Signage	\$700,000	3
Hensel Park	\$2,500,000	3
Future Streets (FY30)	\$10,300,000	3
Street Rehab & Revolver	\$10,000,000	3
Sidewalk and Trails	\$5,600,000	3
Signals & Roundabouts	\$4,100,000	3
Balcones Dr Extension	\$8,800,000	2
Drainage Revolver	\$2,500,000	2
Pebble Creek Parkway	\$7,750,000	2
Bee Creek Parking Lot Rehab	\$1,000,000	1
Bachmann Tennis Court Repairs	\$1,700,000	1
Athletic Field LEDs	\$4,000,000	0
Recreation Center	\$75,000,000	0
Lakeway South	\$20,000,000	0
Shady Drive Rehab	\$2,500,000	0
Future Streets (FY31)	\$18,000,000	0
<b>Total of all projects</b>	<b>\$312,025,000</b>	

**Weighted Ranking**

Name of Project	Estimated Cost	Votes
Public Works Facility	\$35,000,000	7
Midtown Baseball Championship Stadium	\$24,500,000	6
Wolf Pen Creek	\$7,000,000	5
Midtown Infrastructure	\$18,975,000	4
Midtown Town Lake Extension	\$12,000,000	4
Texas Independence Park	\$15,100,000	4
Univ Drive Pedestrian Crossing	\$15,000,000	3
Northgate	\$5,000,000	3
Neighborhood Parks	\$5,000,000	3
Midtown Signage	\$700,000	2
Hensel Park	\$2,500,000	2
Balcones Dr Extension	\$8,800,000	2
Future Streets (FY30)	\$10,300,000	2
Street Rehab & Revolver	\$10,000,000	2
Sidewalk and Trails	\$5,600,000	2
Signals & Roundabouts	\$4,100,000	2
Bee Creek Parking Lot Rehab	\$1,000,000	1
Bachmann Tennis Court Repairs	\$1,700,000	1
Drainage Revolver	\$2,500,000	1
Pebble Creek Parkway	\$7,750,000	1
Athletic Field LEDs	\$4,000,000	0
Recreation Center	\$75,000,000	0
Lakeway South	\$20,000,000	0
Shady Drive Rehab	\$2,500,000	0
Future Streets (FY31)	\$18,000,000	0
<b>Total of all projects</b>	<b>\$312,025,000</b>	

Council will continue discussions on capital projects and strategic planning at the 2026 Council Retreat.

**3. Adjournment.**

There being no further business, Mayor Nichols adjourned the Special Meeting of the City Council at 4:34 p.m. on Monday, January 5, 2026.

\_\_\_\_\_  
John P. Nichols, Mayor

ATTEST:

\_\_\_\_\_  
Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL MEETING  
IN-PERSON WITH TELECONFERENCE PARTICIPATION  
CITY OF COLLEGE STATION  
JANUARY 8, 2026

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

John Nichols, Mayor

**Council:**

Mark Smith  
William Wright, Mayor ProTem  
David White (Remote Attendance)  
Melissa McIlhaney  
Bob Yancy  
Scott Shafer

**City Staff:**

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

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on January 8, 2026, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. Executive Session Agenda.**

Councilmember White joined Executive Session remotely at 4:45 p.m.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Development, and the College Station City Council convened into Executive Session at 4:01 p.m. on January 8, 2026, to continue discussing matters pertaining to:

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

- The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas; and

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

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

- Property located within the Midtown Business Park.

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

- Construction Board of Adjustments
- Zoning Board of Adjustments
- Planning and Zoning Commission
- City Secretary
- City Attorney
- City Manager
- Council Self-Evaluation

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

- Economic development agreement with Corinth Group, Inc.
- Economic development agreement for a development within the Midtown Business Park relating to baseball fields.
- Economic development agreement with College Station Town Center, LP.

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

Executive Session recessed at 6:15 p.m.

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

Invocation given by Rabbi Peter Tarlow.

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

**5.1. Presentation proclaiming January 24, 2026 to March 20, 2026 as "Walk Across Texas!"**

Mayor Nichols presented a proclamation to Nickie McDaniel declaring January 24, 2026 to March 20, 2026 as "Walk Across Texas!"

**6. Hear Visitors Comments.**

Roert Rose, College Station, came before council to highlight recent drought conditions in Brazos and referenced a Texas Water Development Board report. He noted that in the past decade the state has become several degrees warmer which has taxed the state's resources. Considering the current conditions, he would like to see the city keep water conservation as a priority.

Cameron Gallucci, College Station, came before council as part of the Bravos Valley Alliance to announce a town hall on January 24<sup>th</sup> to discuss recent insurance coverage changes, rural medical facility access, and have discussions with local health organizations.

Neo Jang, College Station, came before council to advocate for safe and well-planned sidewalks and multi-use paths for pedestrians and bike riders to commute and recreate. In general, he advocates for protective barriers between vehicle and pedestrian traffic areas.

**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.**

Item (7.2) was pulled for clarification.

(7.2) Jennifer Cain, Capital Projects Director, explained that this project will construct 3,500 linear feet of 21-inch and 1,700 linear feet of 18-inch of sewer trunkline and decommission lift station 2, 3, and the Rock Prairie lift station. She also clarified that it is being done in coordination with TXDOT's Big 6 Project but is not part of that project.

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

- **December 11, 2025 Council Meeting**

**7.2. Presentation, discussion, and possible action on a construction contract with Elliot Construction, LLC in the amount of \$3,551,499 for the construction of the Medical District Trunkline Phase II & III, plus the City's contingency amount of \$355,150 for a total appropriation of \$3,906,649. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.**

**7.3. Presentation, discussion, and possible action on a construction contract with Weisinger, Inc. for the Water Wells 1 & 2 rehabilitation project in the amount of \$1,237,630; along with a contingency of \$123,763; for a total appropriation of \$1,361,393. Approval of this item will authorize the City Manager to approve expenditures up to the contingency amount.**

**7.4. Presentation, discussion, and possible action on a deductive change order with Norman Construction Services, Inc. for \$217,729.22 on the Carter Creek Wastewater Treatment Plant Outfall Project.**

**7.5. Presentation, discussion, and possible action regarding Ordinance No. 2026-4652 amending Chapter 38 "Traffic and Vehicles", Article VI "Traffic Schedules", Section 38-1003 "Traffic Schedule III, Stop Signs" and Section 38-1004 "Traffic Schedule IV, Yield Intersections" of the Code of Ordinances of the City of College Station, Texas, by repealing designated yield controls at various locations and by establishing stop controls at various locations.**

**7.6. Presentation, discussion, and possible action regarding Ordinance No. 2026-4653 renaming Church Avenue between University Drive and Legacy Point Drive as Legacy Point Drive.**

**7.7. Presentation, discussion, and possible action on Resolution No. 01-08-26-7.7 authorizing the Chief of Police to apply for and accept a grant for the Office of the Governor - VOCA Grant (Victim Services) providing \$80,233 in funds for victim services.**

**7.8. Presentation, discussion, and possible action on Resolution No. 01-08-26-7.8 authorizing the City Manager to execute the TXDOT permitting agreement for the installation of Flock ALPR cameras on TXDOT right-of-ways and all documents associated with the MVCPA grant project.**

**7.9. Presentation, discussion, and possible action regarding Resolution No. 01-08-26-7.9 authorizing the Chief of Police to execute the grant application and any documents necessary to receive grant funding from the Office of the Governor through the Texas State Crisis Intervention Program.**

**7.10. Presentation, discussion, and possible action regarding Ordinance No. 2026-4654 amending Chapter 38 “Traffic and Vehicles”, Article VI “Traffic Schedules”, Section 38-1008 “Traffic Schedule VIII, No Right Turn and No Left Turn”, of the Code of Ordinances of the City of College Station, Texas, to prohibit right turns on red lights at the intersection of Greens Prairie Road and Royder Road, and repealing Ordinance 2017-3913 in its entirety.**

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

**8. WORKSHOP ITEMS**

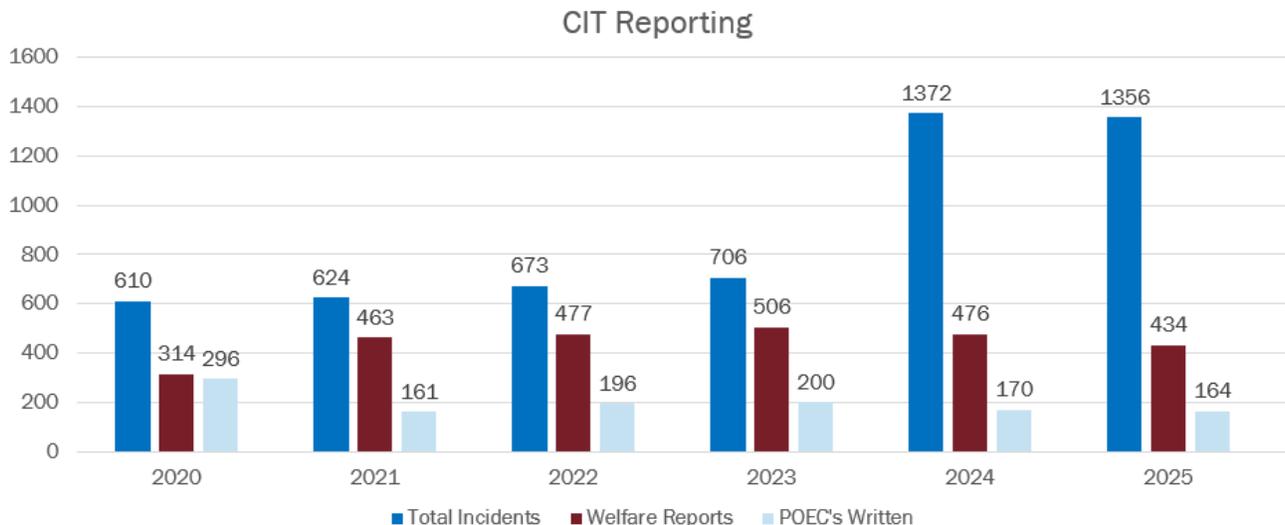
**8.1. Presentation, discussion, and possible action on the Northgate Small Area Plan Engagement Report Update.**

Billy Couch, Police Chief, provided highlights of the department’s initiatives toward addressing a critical need in our community. He explained that the department recognizes that any officer may find themselves on a call which necessitates the evaluation of an individual’s mental health and in 2018 and 2019 all officers receive 40-hours of Crisis Intervention Training. In addition the department’s Crisis Intervention Team (CIT) consists of 20 officers who trained as certified Mental Health Peace Officers. These officers respond to a handle the more unique or challenging calls involving mental health consumers. It is department policy that whenever there is a question if an individual requires mental health services a note is made in the report.

Chief Couch went on to explain that the Crisis Assessment Response Engagement CARE Team consists of two full-time employees, Care Team Coordinator, Gary Southerland, and Officer Jeff Seale. These officers provide advanced assistance to the CIT and review reports for unmarked mental health concerns. Advances in reporting account for the increase in total calls for 2024-2025. Additional training and certification for this team includes:

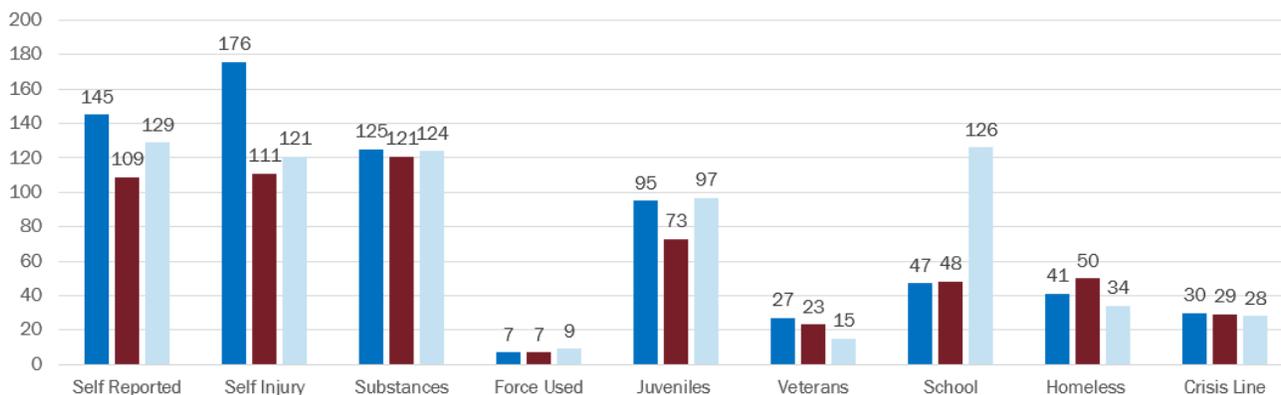
- Members of HNT and TX CIT Assn.
- Youth Mental Health First Aid Instructors
- Mental Health Peace Officer Instructors
- Peer Support Team
- Threat Assessment Professionals and DHS Master Trainer for Threat Assessments

**Crisis Intervention Activity**



**Crisis Intervention Calls for Service**

2023-2025 Totals



Mayor Nichols opened for Citizen Comments.

Valen Cepak, College Station, came before council to be recognized as someone who has benefited from College Station Police Departments professionalism in the area of mental health. He thanked the council for having this discussion and recognized the community need for services in this area.

There being no further comments, Citizen Comments was closed.

A consensus of council requested a follow-up item detailing community-based resources for mental health consumers.

**9. REGULAR ITEMS**

**9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2026-4655 on Budget Amendment 1 amending Ordinance No. 2025-4612 which will amend the budget for the 2025-2026 Fiscal Year in the amount of \$32,714,163.**

Mary Ellen Leonard, Finance Director, stated that the proposed budget amendment aims to increase the FY26 budget appropriations by \$32,714,163. This increase is mainly due to an addition of \$19,250,000 for Capital Projects and an annual encumbrance roll of \$10,481,379 for goods budgeted and ordered in FY25. The encumbrance roll largely consists of fleet purchases that have not yet been received, including a preorder from the Fire department for two pumper trucks, one grass truck, and one aerial truck. These fleet preorders total \$7,899,939; accounting for 75% of the encumbrance roll. Additionally, the amendment includes eight interfund transfers from the General Fund, Hotel Tax Fund, Memorial Cemetery Fund, and Impact Fee Funds to provide cash for the extra Capital Projects. The city has assets or can reasonably anticipate resources to cover the appropriations in this budget amendment. The attached summary provides a full description of items included in the proposed budget amendment. If approved, the net revised budget appropriations for 2025-2026 will be \$506,939,861.

At approximately 7:35 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:35 p.m.

**MOTION:** Upon a motion made by Councilmember Yancy and a second by Councilmember McIlhaney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4655, on Budget Amendment 1 amending Ordinance No. 2025-4612 which will amend the budget for the 2025-2026 Fiscal Year in the amount of \$32,714,163. The motion carried unanimously.

**MOTION:** Upon a motion made by Councilmember Wright and a second by Councilmember McIlhaney, the City Council voted seven (7) for and none (0) opposed, to approve the interfund transfers as outlined in Ordinance No. 2026-4655. The motion carried unanimously.

**8.2. Presentation, discussion, and possible action regarding the approval of a contract granting HOME Investment Partnerships Program (HOME) funds to Brazos Valley Community Action Programs (BVCAP) in the amount of \$320,000 for the purchase and rehabilitation costs related to the acquisition of a single-family home located at 1015 Toledo Bend Drive in order to create an affordable rental opportunity.**

David Brower explained that College Station receives annual HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development to address affordable housing needs. RFP 26-020 invited proposals for developing affordable housing, with one response from Brazos Valley Community Action Programs (BVCAP). BVCAP plans to expand its rental program by purchasing and rehabilitating a three-bedroom house at 1015 Toledo Bend Drive. The contract grants BVCAP \$320,000.00 from Program Year 2024 HOME funds, reimbursed through the Community Development FY 2025 Federal HOME Grant budget. Mr. Brower did recognize that these funds could potentially be used for down payment assistance programs if appropriated by council.

**MOTION:** Upon a motion made by Councilmember Shafer and a second by Councilmember Wright, the City Council voted seven (6) and one (1) opposed, with Councilmember McIlhaney voting against, to approve a contract granting HOME Investment Partnerships Program (HOME) funds to Brazos Valley Community Action Programs (BVCAP) in the amount of \$320,000 for the purchase and rehabilitation costs related to the acquisition of a single-family home located at 1015 Toledo Bend Drive in order to create an affordable rental opportunity. The motion carried unanimously.

**8.3. Presentation, discussion, and possible action regarding the appointment of Councilmembers to boards and commissions.**

**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 the appointments of the P&Z Commission as stated. The motion carried unanimously.

P&Z Commission

- Jason Cornelius (1-yr term as Chair)
- Aaron Collins (3-yr term)

**MOTION:** Upon a motion made by Councilmember McIlhaney and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to approve the appointments as stated. The motion carried unanimously.

Bicycle, Pedestrian & Greenway Board (BPG)

- Kathy Langlotz (B) (3-yr term)
- Carla Robinson (A) (3-yr term)

CDBG

- Anna M. Lowary (3-yr term)
- Carla Robinson (3-yr term)

Historic Preservation Committee

- Linda Harvell (3-yr term)
- Brandford T. Lancaster (3-yr term)

- Marilyn M. Maddox (3-yr term)

**MOTION:** Upon a motion made by Councilmember Yancy, and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to appoint Linda Harvell as chairperson of the Historic Preservation Committee. The motion carried unanimously.

Housing Plan Advisory Committee

- Aaron P. Shipp (3-yr terms)
- Brian Yung (3-yr terms)

Parks and Recreation Board

- Andrew Arizple (3-yr terms)
- Cameron Nicole Callucci (3-yr terms)
- Dr. Ryan F. Pittsinger (3-yr terms)

**9. 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.**

Nothing to report at this time.

**10. 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)**

Nothing to report at this time.

**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.**

Councilmember Shafer requested an item to discuss the core Northgate area, and potential future uses of the city-owned parking lot.

Councilmember White requested an item to discuss having a mental health court as a community resource.

**12. Adjournment.**

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 8:19 p.m. on Thursday, January 8, 2026.

\_\_\_\_\_  
John P. Nichols, Mayor

ATTEST:

\_\_\_\_\_  
Tanya Smith, City Secretary

**January 22, 2026**  
**Item No. 7.2.**  
**Annual Vehicle Painting and Body Repair Services**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action regarding contract awards for Vehicle Painting and Body Repair Services to: (1) Corn's Collision Center, Inc., not to exceed \$200,000 annually, (2) George's Paint and Body, LLC, not to exceed \$150,000 annually, and (3) BDS Body Works, not to exceed \$50,000 annually.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure

**Recommendation(s):** Staff recommends awarding contracts to Corn's Collision Center, Inc., George's Paint and Body, LLC, and BDS Body Works.

**Summary:** On Tuesday, September 23, 2025, RFP 25-100 for Vehicle Painting and Body Repair Services was opened with four vendors responding. Staff evaluated all proposals, and Corn's Collision Center, Inc., George's Paint and Body, LLC, and BDS Body Works have been identified as the best qualified vendors. Each contract's initial terms are for one (1) year with the option to renew for two (2) additional one (1) year terms, for a total of three (3) years.

**Budget & Financial Summary:** Funds are available in the Fleet Maintenance Fund and the Property and Casualty Fund.

**Attachments:**

1. RFP 25-100 Pricing Tab
2. Corn's Collision Center - vendor signed
3. George's Paint and Body - vendor signed
4. BDS Bodywork - vendor signed



City of College Station - Purchasing Division  
 Bid Tabulation #25-100  
 "Annual Auto Heavy Truck Paint Body Repairs"

			George's Paint and Body (Bryan, TX)	Corn's Collision Center, Inc. (Hearne, TX)	Krause Paint and Body (Bryan, TX)	BDS Body Repairs (Bryan, TX)
ITEM	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
<b>GROUP I - CARS &amp; LIGHT TRUCKS</b>						
1.1	Hourly Rate	Body/Fender	\$55.00	\$46.00	\$75.00	No Bid
1.2	Hourly Rate	Frame/Alignment	\$65.00	\$75.00	\$50.00	No Bid
1.3	Hourly Rate	Painting - Labor & Materials (Breakdown: \$ + \$)	\$42.00	\$80.00	\$75.00	No Bid
1.4	Hourly Rate	Mechanical	\$135.00	\$85.00	\$25.00	No Bid
1.5	Hourly Rate	Decal removal/disposal	\$55.00	\$46.00	\$25.00	No Bid
1.6	Fee	Hazardous Waste Removal	\$5.00	\$0.00	\$10.00	No Bid
1.7	Fee	Pre and Post Cover	\$165.00	\$0.00	\$10.00	No Bid
<b>GROUP I - TOTAL</b>			<b>\$522.00</b>	<b>\$332.00</b>	<b>\$270.00</b>	<b>\$0.00</b>
<b>GROUP II - HEAVY TRUCKS</b>						
2.1	Hourly Rate	Body/Fender	No Bid	\$65.00	\$75.00	\$125.00
2.2	Hourly Rate	Frame/Alignment	No Bid	\$75.00	\$50.00	\$150.00
2.3	Hourly Rate	Painting - Labor & Materials (Breakdown: \$ + \$)	No Bid	\$99.00	\$75.00	\$125.00
2.4	Hourly Rate	Mechanical	No Bid	\$85.00	\$25.00	\$150.00
2.5	Hourly Rate	Decal removal/disposal	No Bid	\$46.00	\$25.00	\$125.00
2.6	Fee	Hazardous Waste Removal	No Bid	\$0.00	\$10.00	\$10.00
2.7	Fee	Pre and Post Cover	No Bid	\$0.00	\$10.00	\$281.25
<b>GROUP II - TOTAL</b>			<b>\$0.00</b>	<b>\$370.00</b>	<b>\$270.00</b>	<b>\$966.25</b>
<b>GRAND TOTAL (GROUP I + GROUP II)</b>			<b>\$522.00</b>	<b>\$702.00</b>	<b>\$540.00</b>	<b>\$966.25</b>
Certification of Bid			✓	✓	✓	✓
Completed Requirements Compliance Sheet			✓	✓		✓
Award					Missing Addendum #1 and RFP was incomplete	



# CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 26300065 PROJECT#: N/A BID/RFP/RFQ#: 25-100

Project Name / Contract Description: Annual Vehicle Painting & Body Repairs

Name of Contractor: Corn's Collision Center, Inc.

CONTRACT TOTAL VALUE: \$ 200,000.00 Grant Funded Yes  No   
If yes, what is the grant number:

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

NEW CONTRACT  RENEWAL # 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)

This is a Not-To-Exceed annual citywide contract.  
Vendor chosen from RFP-25-100 competitive process.  
Account code - 22219100-6122

1/22/2026

CRC Approval Date\*: N/A (If required)\* Council Approval Date\*: 1/8/2026 Agenda Item No\*: TBD

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

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

### SIGNATURES RECOMMENDING APPROVAL

Emily Fisher 12/15/2025  
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

Jim Castro 12/15/2025  
ASST CITY MGR – CFO DATE

John A. Haislet 12/16/2025  
LEGAL DEPARTMENT DATE

### APPROVED & EXECUTED

\_\_\_\_\_  
CITY MANAGER DATE

N/A

\_\_\_\_\_  
MAYOR (if applicable) DATE

N/A

\_\_\_\_\_  
CITY SECRETARY (if applicable) DATE

**CITY OF COLLEGE STATION  
GENERAL SERVICES CONTRACT – VEHICLE REPAIRS**

This **General Services Contract** (“Contract”) is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation (“City”) and **Corn’s Collision Center, Inc.** (“Contractor”), collectively referred as the Parties, for the following project, **annual city wide vehicle painting and body repairs**, and pursuant to the promises, representations, warranties, obligations, and consideration herein described, including monetary and non-monetary consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

**ARTICLE I  
PAYMENT, TERM, SPECIAL DEFINITIONS, AND INTERPRETATION**

**1.1 Consideration.** In consideration for the services and work performed in the Scope of Services/Work see **Exhibit A** (Scope of Services or Work) and Contractor’s Completion of work in conformity with this Contract, as well as the non-monetary consideration in the form of the Contractor’s representations, warranties, promises, and obligations contained in this Contract, the City shall pay the Contractor an amount not to exceed **Two Hundred Thousand and No/100 Dollars (\$200,000.00)**.

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

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

**Term.** The initial term of the Contract is for one (1) year with the potential option to renew for two (2) additional one (1) year terms for a total of three (3) years; however, it is expressly required that the Parties must mutually agree in writing (through the execution of a subsequent amendment or other revision of this Contract) to approve any renewal of this Contract.

**1.4 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.

**1.5 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**.

## 1.6 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;
- (c) Workers' Compensation/Employer's Liability; and
- (d) Garage Keepers Legal 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”.

**4.8 Garage Keepers Legal Liability Insurance.** The following Garage Keepers Legal Liability Insurance requirements shall apply:

- (a) If Contractor’s Work involves any auto repair or storage of City vehicles, Contractor shall obtain and keep in effect at all times during the term of this Contract garage keeper's legal liability insurance in an amount not less than \$1,000,000 for each occurrence, combined single limit, for loss and damage to vehicles in Contractor's care, custody, or control, for perils caused by fire, explosion, theft, riot, civil commotion, malicious mischief, vandalism, collision, or weather conditions including, but not limited to, hail, flooding, wind, and other natural elements, with any deductible not exceeding \$10,000 for each occurrence, and coverage for non-automobile property installed on the vehicle or customarily left in the custody of a garage with a limit of \$50,000.

## 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: Troy Pemberton  
PO BOX 9960  
1101 Texas Ave  
College Station, TX 77842  
tpemberton@cstx.gov

**CORN'S COLLISION CENTER, INC.**

Attn: Brandon Corn  
1111 South Market St.  
Hearne, TX 77859  
bid@cornscollisioncenter.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](mailto: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.

*[Signature Page Immediately Follows]*

**List of Exhibits**

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

**CORN'S COLLISION CENTER, INC.**

By: Doug Mandrell BRANDON CORN  
Title: Senior Administration President

Printed Name: Doug Mandrell BRANDON CORN  
Date: 12/15/2025 12/15/2025

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

**APPROVED:**

John A. Haislet  
City Attorney  
Date: 12/16/2025

JM Curtis  
Assistant City Manager/CFO  
Date: 12/15/2025

**EXHIBIT A**  
**SCOPE OF SERVICES/WORK**

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

**INCORPORATED AS REFERENCE FROM RFP 25-100**

**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.

Schedule of Payment for each phase:

**SEE ATTACHED...**

**RATES AND EXPENSES  
RFP 25-100**

Pricing shall reflect the full scope of services defined in the solicitation, inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

ITEM NO	DESCRIPTION	UNIT	UNIT PRICE
<b>GROUP I - CARS AND LIGHT TRUCKS:</b>			
1.1	Body/Fender	Hourly Rate	\$ 46.00
1.2	Frame/Alignment	Hourly Rate	\$ 75.00
1.3	Painting--Labor & Materials	Hourly Rate	\$ 80.00
1.4	Mechanical/Electrical	Hourly Rate	\$ 85.00
1.6	Decal removal/Disposal	Hourly Rate	\$ 46.00
1.7	Hazardous Waste Removal	Fee	\$ 0.00
1.8	Pre and Post Cover	Fee	\$ 0.00
<b>TOTAL GROUP I</b>			<b>\$ 332.00</b>

<b>GROUP II - HEAVY TRUCKS:</b>			
2.1	Body/Fender	Hourly Rate	\$ 65.00
2.2	Frame/Alignment	Hourly Rate	\$ 75.00
2.3	Painting--Labor & Materials	Hourly Rate	\$ 99.00
2.4	Mechanical/Electrical	Hourly Rate	\$ 85.00
2.6	Decal removal/Disposal	Hourly Rate	\$ 46.00
2.7	Hazardous Waste Removal	Fee	\$ 0.00
2.8	Pre and Post Cover	Fee	\$ 0.00
<b>TOTAL GROUP II</b>			<b>\$ 370.00</b>

Addenda # 1 is hereby acknowledged PBL

Contractor's Proposal Signature: [Signature]

Date: 9-22-25

Company: Corn's Collision Center, Inc.

**CERTIFICATION**

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

Signed By:  Title: President

Typed Name: Brandon Corn Company Name: Corn's Collision Center, Inc.

Phone No.: 979-279-3310 Fax No.: N/A

Email: bid@cornscollisioncenter.com

Vendor Address: 1111 South Market St. Hearne TX 77859  
P.O. Box or Street City State Zip

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

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

Federal Tax ID No.: 68-0535380

DUNS No.: 601273287

Date: 9-22-25

**NOTE:** This form and acknowledged addendums (*if applicable*) must be submitted with proposals under Tab E.

**END OF RFP NO. 25-100**

**\*\*\*DO NOT MODIFY THIS FORM\*\*\***

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**

Contract No.26300065

General Service Contract – Vehicle Repairs  
Form 08/25/2025



# CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)  
11/20/2025

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).

<b>PRODUCER</b> SIG Insurance Services, LLC 2751 Nash Street Suite 100 Bryan TX 77802		<b>CONTACT NAME:</b> Angie Beauchamp <b>PHONE (A/C, No, Ext):</b> (979)703-4421 <b>FAX (A/C, No):</b> (979)703-4426 <b>E-MAIL ADDRESS:</b> angie.estlund@sig4you.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Mesa Underwriters Specialty Ins Co	
		<b>INSURER B:</b> Texas Mutual	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** PROD / CUSTOMER ID: 00089511 **CERTIFICATE #:** CL2410774787 **REVISION #:**

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	<input checked="" type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS	Y		MP0042023011823	08/23/2025	08/23/2026	AUTO ONLY (Ea accident)	\$ 1,000,000	
A	<input type="checkbox"/> LEGAL LIABILITY <input type="checkbox"/> DIRECT BASIS <input checked="" type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS			MP0042023011823	08/23/2025	08/23/2026	OTHER THAN AUTO ONLY EA ACCIDENT AGGREGATE	\$ 1,000,000 \$ 2,000,000	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MP0042023011823	08/23/2025	08/23/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below	Y/N	N/A	Y	0002003023	09/08/2025	09/08/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000

**REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
General Liability policy contains blanket Additional Insured and Waiver of Subrogation endorsements for the Certificate Holder when there is a written contract. Coverage is Primary and non-contributory. Workers Compensation policy includes a blanket Waiver of Subrogation endorsement for parties of the written contract.

<b>CERTIFICATE HOLDER</b>  CITY OF COLLEGE STATION PO BOX 9960 1101 TEXAS AVE COLLEGE STATION TX 77842	<b>CANCELLATION</b>  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  
---	---



## ADDITIONAL REMARKS SCHEDULE

AGENCY SIG Insurance Services, LLC		NAMED INSURED CORNS COLLISION CENTER INC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 30      **FORM TITLE:** Certificate of Garage Insurance: Remarks

The General Liability, Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions.  
 This policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.



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

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300064 PROJECT#: N/A BID/RFP/RFQ#: 25-100

Project Name / Contract Description: Annual Citywide Vehicle Painting and Body Work

Name of Contractor: George's Paint and Body, LLC

CONTRACT TOTAL VALUE: \$ 150,000.00 Grant Funded Yes  No   
If yes, what is the grant number:

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

NEW CONTRACT  RENEWAL # 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)

This is a Not-To-Exceed annual citywide contract.

Vendor chosen from RFP-25-100 competitive process.

Account code - 22219100-6122

CRC Approval Date\*: N/A (If required)\* Council Approval Date\*: 1/22/2026 Agenda Item No\*: TBD

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

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

### SIGNATURES RECOMMENDING APPROVAL

Emily Fisher 1/6/2026  
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

### APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

Original(s) sent to CSO on \_\_\_\_\_

Scanned into Laserfiche on \_\_\_\_\_

Original(s) sent to Fiscal on \_\_\_\_\_

**CITY OF COLLEGE STATION  
GENERAL SERVICES CONTRACT – VEHICLE REPAIRS**

This **General Services Contract** (“Contract”) is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation (“City”) and **George’s Paint and Body, LLC** (“Contractor”), collectively referred as the Parties, for the following project, **annual city wide vehicle painting and body works**, 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 Fifty Thousand and No/100 Dollars (\$150,000.00)**.

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

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

**Term.** The initial term of the Contract is for one (1) year with the potential option to renew for two (2) additional one (1) year terms for a total of three (3) years; however, it is expressly required that the Parties must mutually agree in writing (through the execution of a subsequent amendment or other revision of this Contract) to approve any renewal of this Contract.

**1.4 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.

**1.5 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**.

## 1.6 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;
- (c) Workers' Compensation/Employer's Liability; and
- (d) Garage Keepers Legal 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”.

**4.8 Garage Keepers Legal Liability Insurance.** The following Garage Keepers Legal Liability Insurance requirements shall apply:

- (a) If Contractor’s Work involves any auto repair or storage of City vehicles, Contractor shall obtain and keep in effect at all times during the term of this Contract garage keeper's legal liability insurance in an amount not less than \$1,000,000 for each occurrence, combined single limit, for loss and damage to vehicles in Contractor's care, custody, or control, for perils caused by fire, explosion, theft, riot, civil commotion, malicious mischief, vandalism, collision, or weather conditions including, but not limited to, hail, flooding, wind, and other natural elements, with any deductible not exceeding \$10,000 for each occurrence, and coverage for non-automobile property installed on the vehicle or customarily left in the custody of a garage with a limit of \$50,000.

## 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: Troy Pemberton  
PO BOX 9960  
1101 Texas Ave  
College Station, TX 77842  
tpemberton@cstx.gov

**GEORGE'S PAINT AND BODY, LLC**

Attn: Keeta Garrett  
200 E. 32<sup>nd</sup> Street  
Bryan, TX, 77803  
assignments@georgespaintandbody.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](mailto: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.

*[Signature Page Immediately Follows]*

**List of Exhibits**

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

**GEORGE’S PAINT AND BODY, LLC**

By: Keeta Garrett

Title: Vice President

Printed Name: Keeta Garrett

Date: 1/6/2026

**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.

**INCORPORATED BY REFERENCE FROM RFP-25-100**

**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.

Schedule of Payment for each phase:

**SEE ATTACHED...**

**RATES AND EXPENSES**  
**RFP 25-100**

Pricing shall reflect the full scope of services defined in the solicitation, inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

ITEM NO	DESCRIPTION	UNIT	UNIT PRICE
<b>GROUP I - CARS AND LIGHT TRUCKS:</b>			
1.1	Body/Fender	Hourly Rate	\$ 55.00
1.2	Frame/Alignment	Hourly Rate	\$ 65.00
1.3	Painting--Labor & Materials	Hourly Rate	\$ 55.00-42.00
1.4	Mechanical/Electrical	Hourly Rate	\$ 135
1.6	Decal removal/Disposal	Hourly Rate	\$ 55.00
1.7	Hazardous Waste Removal	Fee	\$ 5.00
1.8	Pre and Post Cover	Fee	\$ 165 each
<b>TOTAL GROUP I</b>			<b>\$ _____</b>

<b>GROUP II - HEAVY TRUCKS:</b>			
2.1	Body/Fender	Hourly Rate	\$ _____
2.2	Frame/Alignment	Hourly Rate	\$ _____
2.3	Painting--Labor & Materials	Hourly Rate	\$ _____
2.4	Mechanical/Electrical	Hourly Rate	\$ _____
2.6	Decal removal/Disposal	Hourly Rate	\$ _____
2.7	Hazardous Waste Removal	Fee	\$ _____
2.8	Pre and Post Cover	Fee	\$ _____
<b>TOTAL GROUP II</b>			<b>\$ _____</b>

Addenda # 1 is hereby acknowledged KG

Contractor's Proposal Signature: Keeta James  
Date: 9/18/25

Company: George's Paint + Body, LLC

**CERTIFICATION**

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

Signed By: Keeta Garrett Title: Vice-President

Typed Name: Keeta Garrett Company Name: George's Paint and Body

Phone No.: 979-775-3712 Fax No.: 979-822-5683

Email: assignments@georgespaintandbody.com

Vendor Address: 200 E 32nd St Bryan, Texas 77803  
P.O. Box or Street City State Zip

Remit Address: 200 E 32nd St Bryan, Texas 77803  
P.O. Box or Street City State Zip

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

Federal Tax ID No.: 205148827

DUNS No.: \_\_\_\_\_

Date: September 18, 2025

**NOTE:** This form and acknowledged addendums (*if applicable*) must be submitted with proposals under Tab E.

**END OF RFP NO. 25-100**

**\*\*\*DO NOT MODIFY THIS FORM\*\*\***

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2025

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).

<b>PRODUCER</b> Beal & Winn Insurance Agency, LLC 3207 Briarcrest Drive Bryan TX 77802		<b>CONTACT NAME:</b> Sandy Whitaker <b>PHONE (A/C, No, Ext):</b> (979) 268-1500 <b>E-MAIL ADDRESS:</b> sandy@bealinsurance.com		<b>FAX (A/C, No):</b> (979) 846-1979	
<b>INSURED</b> George's Paint & Body, LLC 200 E. 32nd Street Bryan TX 77803		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> HDI Global Insurance Company <b>INSURER B:</b> Hartford Casualty Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>			<b>NAIC #</b> 29424

**COVERAGES****CERTIFICATE NUMBER:** CL255112910**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDI55PB0630697-05	05/01/2025	05/01/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			HDI55PB0630697-05	05/01/2025	05/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HDI55PB0630697-05	05/01/2025	05/01/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	61WECAS1DUB	05/01/2025	05/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Commercial Property Garagekeepers			HDI55PB0630697-05	05/01/2025	05/01/2026	Business contents	\$315,000
							Garagekeepers limit	\$1,000,000

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

General Liability policy contains blanket Additional Insured and Waiver of Subrogation endorsements for the Certificate Holder when there is a written contract. Coverage is primary and non-contributory. Workers Compensation policy includes a blanket Waiver of Subrogation endorsement for parties of the written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of College Station Attn: Risk Management P.O. Box 9960 College Station TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 26300063 PROJECT#: N/A BID/RFP/RFQ#: 25-100

Project Name / Contract Description: Annual Citywide Vehicle Painting & Body Repairs

Name of Contractor: BDS Bodywork, LLC

CONTRACT TOTAL VALUE: \$ 50,000.00 Grant Funded Yes  No   
If yes, what is the grant number:

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

NEW CONTRACT  RENEWAL # 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)

This is a Not-To-Exceed annual citywide contract.  
Vendor chosen from RFP-25-100 competitive process.  
Account code - 22219100-6122

CRC Approval Date\*: N/A (If required)\* Council Approval Date\*: 1/8/2026 Agenda Item No\*: TBD

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

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

### SIGNATURES RECOMMENDING APPROVAL

Emily Fisher 1/5/2026  
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

Jim Castro 1/5/2026  
ASST CITY MGR – CFO DATE

\_\_\_\_\_  
LEGAL DEPARTMENT DATE

### APPROVED & EXECUTED

\_\_\_\_\_  
CITY MANAGER DATE

N/A  
MAYOR (if applicable) DATE

N/A  
CITY SECRETARY (if applicable) DATE

**CITY OF COLLEGE STATION  
GENERAL SERVICES CONTRACT – VEHICLE REPAIRS**

This **General Services Contract** (“Contract”) is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation (“City”) and BDS Body Work, LLC (“Contractor”), collectively referred as the Parties, for the following project, Annual Citywide Vehicle Painting and Body Works, 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 Fifty Thousand **and** No \_\_\_/100 Dollars (\$50,000.00).

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

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

**Term.** The initial term of the Contract is for one (1) year with the potential option to renew for two (2) additional one (1) year terms for a total of three (3) years; however, it is expressly required that the Parties must mutually agree in writing (through the execution of a subsequent amendment or other revision of this Contract) to approve any renewal of this Contract.

**1.4 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.

**1.5 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**.

## 1.6 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;
- (c) Workers' Compensation/Employer's Liability; and
- (d) Garage Keepers Legal 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”.

**4.8 Garage Keepers Legal Liability Insurance.** The following Garage Keepers Legal Liability Insurance requirements shall apply:

- (a) If Contractor’s Work involves any auto repair or storage of City vehicles, Contractor shall obtain and keep in effect at all times during the term of this Contract garage keeper's legal liability insurance in an amount not less than \$1,000,000 for each occurrence, combined single limit, for loss and damage to vehicles in Contractor's care, custody, or control, for perils caused by fire, explosion, theft, riot, civil commotion, malicious mischief, vandalism, collision, or weather conditions including, but not limited to, hail, flooding, wind, and other natural elements, with any deductible not exceeding \$10,000 for each occurrence, and coverage for non-automobile property installed on the vehicle or customarily left in the custody of a garage with a limit of \$50,000.

## 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: Troy Pemberton  
PO BOX 9960  
1101 Texas Ave  
College Station, TX 77842  
tpemberton@cstx.gov

**BDS BODY WORK, LLC**

Attn: Brian Klintworth  
9349 Dilly Shaw Tap Road  
Bryan, TX 77808  
bdsbodywork2@gmail.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](mailto: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.

*[Signature Page Immediately Follows]*

**List of Exhibits**

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

**BDS BODY WORK, LLC**

By: Brian Klintworth

Title: Owner

Printed Name: Brian Klintworth

Date: 1/2/2026

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

JM Crusto  
\_\_\_\_\_  
Assistant City Manager/CFO

Date: 1/5/2026

**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.

**INCORPORATED AS REFERENCE FROM RFP-25-100**

**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.

Schedule of Payment for each phase:

**ATTACHED. CONTRACT IS FOR AN ANNUAL NOT TO EXCEED AMOUNT.**

**RATES AND EXPENSES**  
**RFP 25-100**

Pricing shall reflect the full scope of services defined in the solicitation, inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

ITEM NO	DESCRIPTION	UNIT	UNIT PRICE
<b>GROUP I - CARS AND LIGHT TRUCKS:</b>			
1.1	Body/Fender	Hourly Rate	\$ _____
1.2	Frame/Alignment	Hourly Rate	\$ _____
1.3	Painting--Labor & Materials	Hourly Rate	\$ _____
1.4	Mechanical/Electrical	Hourly Rate	\$ _____
1.6	Decal removal/Disposal	Hourly Rate	\$ _____
1.7	Hazardous Waste Removal	Fee	\$ _____
1.8	Pre and Post Cover	Fee	\$ _____
<b>TOTAL GROUP I</b>			<b>\$ _____</b>

<b>GROUP II – HEAVY TRUCKS:</b>			
2.1	Body/Fender	Hourly Rate	\$ 125.00
2.2	Frame/Alignment	Hourly Rate	\$ 150.00
2.3	Painting--Labor	Hourly Rate	\$ 125.00
2.4	Mechanical/Electrical	Hourly Rate	\$ 150.00
2.6	Decal removal/Disposal	Hourly Rate	\$ 125.00
2.7	Hazardous Waste Removal	Fee	\$ 10.00
2.8	Pre and Post Cover	Fee	\$ 281.25 281.25 Heavy Truck
<b>TOTAL GROUP II</b>			<b>\$ _____</b>

Addenda # \_\_\_\_\_ is hereby acknowledged \_\_\_\_\_

Contractor's Proposal Signature: Brian Klintworth  
Date: 9-22-2025

Company: BDS Body Work

**CERTIFICATION**

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

Signed By: Brian Klintworth Title: Owner

Typed Name: Brian Klintworth Company Name: BDS Body Work

Phone No.: 979-820-2042 Fax No.: \_\_\_\_\_

Email: bdsbodywork2@gmail.com

Vendor Address: 9349 Dilly Shaw Tap Road Bryn, Texas 77808  
P.O. Box or Street City State Zip

Remit Address: 9349 Dilly Shaw Tap Road Bryn, Texas 77808  
P.O. Box or Street City State Zip

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

Federal Tax ID No.: 99-3717062

DUNS No.: \_\_\_\_\_

Date: 9-22-2025

**NOTE:** This form and acknowledged addendums (*if applicable*) must be submitted with proposals under Tab E.

**END OF RFP NO. 25-100**

**\*\*\*DO NOT MODIFY THIS FORM\*\*\***

**EXHIBIT C  
CERTIFICATES OF INSURANCE**



Contract No. RFP NO. 25-100

Name of Project: **ANNUAL AGREEMENT FOR  
VEHICLE PAINTING AND BODY REPAIR SERVICES**

**STATEMENT AFFIRMING NO BUSINESS AUTOS**

I, the undersigned, the sole owner, shareholder, principal or partner doing business as BDS Body Work herein verify BDS Body Work does not have Business Autos, nor does it conduct business in any way that would require it to have Business Autos when performing for the City of College Station under the above-referenced contract.

I understand if BDS Body Work purchases, rents, or otherwise uses Business Autos or does anything to change its obligations under state law with respect to carrying Business Auto liability insurance when performing for the City, it will promptly do so and notify the City of same. BDS Body Work assumes full responsibility for its obligations, if any, under applicable law relating to business auto liability insurance.

Name of Business: BDS Body Work

Telephone No. 979-820-2042

Address: 9349 Dilly Shaw Tap Road

City: Bryan State: TX Zip Code: 77808

Signature of Owner: Brian Klintworth

Date: 12-9-2025

**RETURN SIGNED FORM TO**

adegelman@cstx.gov

**OR**

**FAX TO**

**N/A**

**January 22, 2026**  
**Item No. 7.3.**  
**Temporary Staffing Services**

**Sponsor:** Alison Pond, Director of Human Resources

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on the award of contracts for temporary staffing services to Spherion Staffing, LLC, not to exceed \$200,000 and The Reserves Network, Inc. not to exceed \$100,000 for a combined estimated annual expenditure not to exceed \$300,000 based on projected service needs.

**Relationship to Strategic Goals:**

Financially Sustainable City

**Recommendation(s):** Staff recommends approval of contract awards to Spherion Staffing, LLC and The Reserves Network, Inc. for temporary staffing services.

**Summary:** To maintain continuity of operations and ensure adequate service coverage across all City departments, staff requests approval to enter into two contracts with temporary staffing firms. Engaging multiple firms provides flexibility and ensures the City can meet varying and time-sensitive staffing needs. When appropriate, temporary workers may be considered for full-time employment through a temp-to-perm arrangement, allowing both the City and the candidate to assess long-term fit before making a permanent commitment.

In September 2025, the City received thirty-seven (37) proposals in response to RFP 25-068 for temporary staffing services. Following evaluation and interviews, Spherion Staffing, LLC and The Reserves Network, Inc. were selected as the highest-ranked firms offering the best overall value. Because of the contract structure, specific dollar amounts for each contractor are not identified. However, based upon historical usage of these services, \$200,000 is being allocated to the Spherion Staffing, LLC contract and \$100,000 is being allocated to The Reserves Network, Inc. contract. These contracts are solely based on established hourly rates, conversion fees, and direct-hire placement fees rather than fixed contract amounts. The estimated annual expenditure of \$300,000 represents the combined maximum total anticipated for both contracts. Actual expenditures will vary depending on service needs.

**Budget & Financial Summary:** Funding is available from various departmental and project budgets.

**Attachments:**

1. Contract 26300158 – Spherion Staffing, LLC
2. Contract 26300159 – The Reserves Network, Inc



# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300158 PROJECT #: N/A BID/RFP/RFQ#: 25-068

Project Name / Contract Description: Temporary Staffing Services

Name of Contractor: Spherion Staffing, LLC

CONTRACT TOTAL VALUE: \$ 200,000.00 Grant Funded Yes  No   
If yes, what is the grant number:

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

NEW CONTRACT  RENEWAL # \_\_\_\_\_  CHANGE ORDER # \_\_\_\_\_  OTHER \_\_\_\_\_

**BUDGETARY AND FINANCIAL INFORMATION** (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)  
In September 2025, received thirty-seven (37) proposals in response to RFP 25-068 for temporary staffing services. After the evaluation and interview process, Spherion Staffing, LLC was selected as one of two highest-ranking firms offering the best value. The Contract Total Value referenced herein represents the estimated maximum annual expenditure based on anticipated service needs. It is not a guaranteed payment amount and does not constitute a commitment by the City to expend the full amount. Funding is available in various departmental and project budgets.

(If required)\*  
CRC Approval Date\*: N/A Council Approval Date\*: 1/22/26 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

Alison Pond 1/14/2026  
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

JHM 1/14/2026  
ASST CITY MGR – CFO DATE

\_\_\_\_\_  
LEGAL DEPARTMENT DATE

### APPROVED & EXECUTED

\_\_\_\_\_  
CITY MANAGER DATE

N/A N/A  
MAYOR (if applicable) DATE

\_\_\_\_\_  
CITY SECRETARY (if applicable) DATE

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

**CITY OF COLLEGE STATION  
TEMPORARY SERVICES AGREEMENT**

This Temporary Services Agreement is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”), and **Spherion Staffing, LLC** (the “Contractor” or “Vendor” or “Agency”), collectively known as the (“Parties”), for the provision of temporary services by Contractor to the City, as described herein.

**AGREEMENT**

1. Effective Date. This Agreement shall be effective as of the date of the last signature that makes the Agreement fully executed and shall continue for a period of one (1) year.
2. Term. The Agreement may be renewed for up to four (4) additional one (1) year terms, one (1) year at a time, by mutual written agreement of the Parties.
3. As-Needed. This document is not considered an order to deliver services. Individual orders and/or requests for services as a result of this Agreement shall be requested by the City, in writing, on an as-needed basis.
4. Contract Documents. The Contractor shall provide the services as designated in the specifications, terms and conditions as stated in this Agreement, the Fee Schedules attached as Exhibits “A”, “B”, and “C”, the “Request for Proposal for Temporary Staffing Services” RFP #25-068, attached as Exhibit “D”, Contractor’s Proposal Response, attached as Exhibit “E”, and Contractor’s certificate(s) of insurance, attached as Exhibit “F”. All such described items shall be known as the “Contract Documents” and are made a part hereof and collectively evidence and constitute this Temporary Services Agreement.
5. Contract Document Priority. If a conflict shall arise between the documents that comprise the Contract Documents, such conflict shall be resolved in the following order, with the first listed document having priority over subsequent documents:
  - I. Temporary Services Agreement
  - II. Exhibit A – Temporary Services Position Categories and Rates
  - III. Exhibit B – Temporary Employee Conversion Fee Schedule
  - IV. Exhibit C – Direct Hire Placement Fee Schedule
  - V. Exhibit D – Request for Proposal for Temporary Staffing Services #RFP 25-068,
  - VI. Exhibit E – Contractor’s Proposal Response
6. Parties. The parties to this Agreement are the City and Contractor. All Contract Document references to “City of College Station” shall be interpreted and construed to mean the City, as applicable.
7. Payment Terms. Payment shall be made within thirty (30) days after invoice date. Contractor shall submit a weekly itemized invoice referencing the Temporary Services

Contract number and any departmental issued purchase order number(s). The City will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of a valid invoice and an uncontested invoice.

8. Changes. Any changes to this Agreement shall be made in writing and signed by both Parties.
  
9. **Indemnification.** EXCEPT TO THE EXTENT OF THE INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR (THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (THE "INDEMNIFIED PARTY") FROM AND AGAINST ALL CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES OR PENALTIES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS (COLLECTIVELY "LIABILITIES"), ATTRIBUTABLE TO BODILY INJURY OR PROPERTY DAMAGE, ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF THE INDEMNIFYING PARTY. CITY AND CONTRACTOR AGREE: (A) TO NOTIFY EACH OTHER IN WRITING OF ANY ASSERTED CLAIM WITHIN TEN (10) DAYS OF EITHER DISCOVERY OF THE OCCURRENCE UPON WHICH THE CLAIM MAY BE BASED OR LEARNING OF THE CLAIM, WHICHEVER OCCURS FIRST, (B) TO PERMIT THE INDEMNIFYING PARTY TO DEFEND THE CLAIM, AND (C) TO COOPERATE FULLY IN ANY INVESTIGATION, DEFENSE OR SETTLEMENT NEGOTIATIONS. PURSUANT TO THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE PARTIES EXPRESSLY AGREE THAT THE CITY IS NOT INDEMNIFYING THE CONTRACTOR.
  
10. **Limitation of Liability.** UNDER THIS AGREEMENT, CONTRACTOR'S MAXIMUM TOTAL LIABILITY FOR ANY CLAIM NOT COVERED BY INSURANCE POLICIES AS REFERENCED IN EXHIBIT F WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AGGREGATE FEES PAID BY CITY TO CONTRACTOR (NET OF DEMONSTRABLE PAYROLL COSTS) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT UPON WHICH THE CLAIM IS BASED. TO THE EXTENT ALLOWED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES THAT ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF HOW CHARACTERIZED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  
11. Insurance. 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. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "F"**.

The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insured. More specifically, the following shall be required. During the term of this Agreement, Contractor's insurance policies shall meet the minimum requirements of this section.

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

- (a) Commercial General Liability;
- (b) Business Automobile Liability;
- (c) Workers' Compensation/Employer's Liability; and
- (d) Employee Dishonesty Coverage.

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit "F"**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only 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, cancelled, non-renewed or reduced in limits of liability before thirty (30) days' written notice has been given to the City.

**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 an Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); Host Liquor Liability; and Personal & Advertising Liability.

**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 regarding 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.

**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”.

**Employee Dishonesty Coverage.** The following Employee Dishonesty Coverage requirements shall apply:

- (a) Contractor shall provide Employee Dishonesty Coverage with policy limits of \$1,000,000.00.
- (b) Employee Dishonesty Coverage shall indemnify the City against loss caused by a fraudulent or dishonest act of the Contractor’s officers and/or employees holding positions of fiduciary trust.

12. Tax Exempt. The City is exempt from all Federal, State, and local taxes.

13. Billing and Notice Addresses.

<b>CONTRACTOR:</b>	<b>CITY OF COLLEGE STATION:</b>
Spherion Staffing, LLC Attn: Katherine Kleemann, Owner/President 4101 S. Texas Avenue, Suite B Bryan, Texas 77802 (979) 571-5604	City of College Station Accounting Division P.O. Box 9973 College Station, TX 77842-9973 (979) 764-3555

14. Mark-Up Percentages. All mark-up percentages are to be held firm for the entire Agreement, including any renewals, except as otherwise provided. Each category of mark-up percentages and initial rates are included in Exhibit “A”.

15. Pay Rate. The pay rate listed in Exhibit “A” of this Agreement is the pay rate that shall be paid to the Contractor’s temporary employee and shall be fixed. The Contractor shall charge the City the established pay rate plus the Contractor’s percentage mark-up, which is indicated in each category. The percentage markup shall include all associated costs of insurance, taxes, overhead, profit and bonding, if required and so identified. The established pay rate listed in Exhibit “A” shall remain fixed unless a pay rate change occurs. The City will be responsible for notifying the Contractor of the pay rate change. Please note the pay rate may change but the percentage mark-up will remain fixed, unless adjusted by any Federal or State Government mandated increases. For clarification, these are any Federal and State government mandated increases. All requests for price changes shall be submitted to the City in writing with appropriate supporting documentation at least ninety (90) days prior to implementation in the agreement for each fiscal year. The City’s fiscal year begins on October 1.
16. No Overtime. No overtime shall be worked unless prior written approval is provided by City. Any overtime approvals will be on case-by-case basis and will be temporary in nature.
17. Overtime Pricing. If provided in a category, overtime pricing shall be defined as time and a half plus the Contractor’s percentage of mark-up. Time and a half is the minimum wage listed in Exhibit “A” plus half the wage rate.
18. City’s Right to Hire. The City reserves the right to hire furnished temporary employee(s) in accordance with the temporary employee conversion fee schedule listed in Exhibit “B”. The conversion fee shall be based on the number of hours the temporary employee has worked during the temporary assignment.
19. Direct Hire Service. The City may request assistance in locating a candidate for direct hire into a permanent position without hours worked in a temporary assignment. The direct hire placement fee shall be in accordance with the schedule listed in Exhibit “C”.
  - I. The Contractor shall conduct initial screening activities based upon the City’s hiring criteria for the positions. The Contractor shall then refer to the City the candidates who meet the established criteria. The City shall be solely responsible for making selection decisions with respect to any candidates referred to by the Contractor. The City shall notify the Contractor immediately in writing upon the acceptance of the City’s offer by a candidate and the candidate’s start date.
  - II. If the City or the direct hire placement terminates the employment relationship for any reason during the first ninety (90) calendar days, a replacement for the direct hire placement (a “replacement”) shall be provided for the original position at no additional fee, provided that the position remains unchanged in terms of job responsibilities, location, and compensation. This replacement guarantee is void if: (a) termination is the result of the City’s material change in the original position duties, (b) termination is the result of the City’s misrepresentation of compensation to be paid for the position, (c) termination is the result of the City’s change of the

geographic location of the position, or (d) termination is the result of the City's actual or alleged failure to comply with its legal employment obligations.

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

*Signature page to follow.*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed by its duly authorized officer.

**SPHERION STAFFING, LLC**

By: Janee Brown  
Printed Name: Janee Brown  
Title: Associate General Counsel  
Date: 1/8/2026

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

  
Assistant City Manager/CFO  
Date: 1/14/2026

**List of Exhibits:**

- Exhibit A – Temporary Services Position Categories and Rates
- Exhibit B – Temporary Employee Conversion Fee Schedule
- Exhibit C – Direct Hire Placement Fee Schedule
- Exhibit D – Request for Proposal for Temporary Staffing Services RFP #25-068
- Exhibit E – Contractor’s Proposal Response
- Exhibit F – Contractor’s Certificate of Insurance

**EXHIBIT "A"**  
**Temporary Services Position Categories and Rates**

**EXHIBIT A**  
**Temporary Services Position Categories and Rates**

Temporary Categories/Positions	Pay Rate		Bill Rate		Overtime Bill Rate		% Mark-up
	Min/Hr	Max/Hr	Min/Hr	Max/Hr	Max/Hr	Max/Hr	
<b>Clerical / Clerk Levels: I, II, and III</b>							
MAIL CLERK	\$14.00	\$16.00	\$19.95	\$22.80	\$29.93	\$34.20	42.50%
CUSTOMER SERVICE REPRESENTATIV	\$14.00	\$16.00	\$19.95	\$22.80	\$29.93	\$34.20	42.50%
DEPUTY COURT CLERK	\$14.00	\$16.00	\$19.95	\$22.80	\$29.93	\$34.20	42.50%
CUSTOMER SVC REP/PERMIT TECH	\$14.00	\$16.00	\$19.95	\$22.80	\$29.93	\$34.20	42.50%
STAFF ASSISTANT	\$14.00	\$16.00	\$19.95	\$22.80	\$29.93	\$34.20	42.50%
<b>Administrative Levels: I, II, and III</b>							
COMM DISPATCH ASST (POLICE)	\$16.00	\$19.00	\$22.80	\$27.08	\$34.20	\$40.61	42.50%
RECORDS TECHNICIAN	\$15.00	\$17.00	\$21.38	\$24.23	\$32.06	\$36.34	42.50%
ACCT CUSTOMER SERVICE REP.	\$14.00	\$16.00	\$19.95	\$22.80	\$29.93	\$34.20	42.50%
ACCOUNTING ASSISTANT	\$16.00	\$20.00	\$22.80	\$28.50	\$34.20	\$42.75	42.50%
PAYROLL ASSISTANT	\$15.00	\$18.00	\$21.38	\$25.65	\$32.06	\$38.48	42.50%
FINANCE SUPPORT SPECIALIST	\$16.00	\$20.00	\$22.80	\$28.50	\$34.20	\$42.75	42.50%
<b>Professional / Special Projects Levels: TBD</b>							
PROFESSIONAL/PROJECT SERVICES	\$20.00	\$50.00	\$28.50	\$71.25	\$42.75	\$106.88	42.50%
<b>Professional Services Levels: TBD</b>							
PROFESSIONAL/PROJECT SERVICES	TBD	TBD	TBD	TBD	TBD	TBD	42.50%

## EXIBIT B

### Temporary Employee Conversion Fee Schedule

The conversion fees below, unless waived, will be paid upon the conversion of a temporary employee from the Contractor's employment to the City's employment. The conversion fee is calculated on the total annual compensation the candidate is offered when converted from Contractor's payroll.

#### Hours Worked by Employee on Contractor's Payroll Conversion Fee

Hours Worked on Assignment	Conversion Fee
1-200 hours	15%
201-399 hours	10%
400-479 hours	5%
≥480 hours	No Fee

## EXHIBIT C

### Direct Hire Placement Fee Schedule

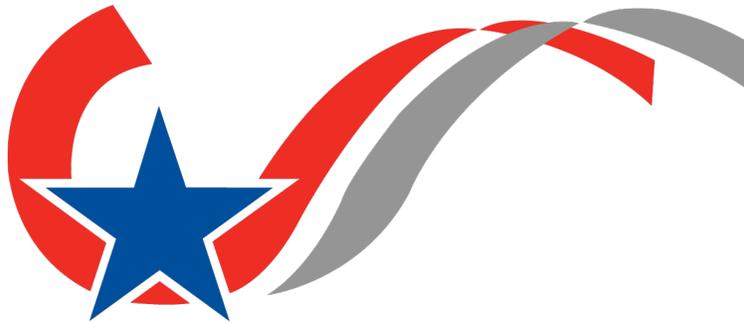
Direct hire fees are on a contingency basis. Direct hire fees are payable if the City engages a direct hire candidate, who has been referred directly or indirectly through Contractor's efforts, for any position within one (1) year of the City's acceptance of such candidate's resume and/or its interview of such candidate (a "direct hire placement"). Direct hire fees are based on realistic total first-year earnings of the direct hire placement, which may include bonuses, incentives, commissions, etc., in accordance with the schedule below:

<b>Annual Earnings</b>	<b>Placement Fee</b>
\$0-\$49,999	20% of first-year annual compensation
\$50,000-\$79,999	20% of first-year annual compensation
\$80,000+	20% of first-year annual compensation

**EXHIBIT “D”**  
**Request for Proposal for Temporary Staffing Services**  
**RFP #25-068**

# REQUEST FOR PROPOSAL

## TEMPORARY STAFFING SERVICES



CITY OF COLLEGE STATION

*Home of Texas A&M University®*

**RFP NO. 25-068**

**DUE DATE: September 24, 2025**

**@ 2:00 P.M. CT**

**CITY OF COLLEGE STATION, TEXAS**

**Purchasing Division (3<sup>rd</sup> Floor)**

**1101 Texas Ave.**

**College Station, Texas 77840**

**[www.cstx.gov](http://www.cstx.gov)**

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Attachment A

[Rate Schedule](#)

Attachment B

[Temporary Employee Conversion Fee Schedule](#)

Attachment C

[Direct Hire Placement Fee Schedule](#)

Attachment D

[Standard Form of Agreement Contract](#)

Exhibit A

**INTRODUCTION**

The City of College Station is soliciting Proposal(s) (RFP’s) from agencies who are interested and qualified to provide temporary staffing services to City departments on an as-needed basis.

It is the intent of the City of College Station to select one or more agencies to accomplish all the services outlined in this Request for Proposals. The City reserves the right to award a primary contract and secondary contracts in an effort to ensure all of the City’s temporary staffing needs are met in a timely manner.

Electronic response packages, in the format prescribed herein, shall be uploaded to [Brazos Valley e-Marketplace](#) (“**Bidding Portal**”) until 2:00 p.m. CT on September 24, 2025 after which time the names of responding firms will be read aloud at City Hall – Purchasing Division. Subsequently, a list of responding firms will be posted to the **Bidding Portal**. Proposals received after the specified submission deadline will not be accepted. Click [here](#) for an online response tutorial.

In order to ensure a fair and objective evaluation, all questions and inquiries related to this Request for Proposal shall be addressed in writing via the Q&A feature available through the **Bidding Portal**. The deadline for written questions is 2:00 p.m. CT on September 16, 2025.

NOTE: Solicitation opportunities are posted on the [Brazos Valley e-Marketplace](#) (“**Bidding Portal**”). Some solicitations, but not all, are conducive to receipt of response packages via the Bidding Portal. Uploaded responses are encrypted and remain effectively locked until the due date and time. To download solicitation documents, upload proposals and to submit questions online, vendors must be registered with the **Bidding Portal**. To register, please visit the Brazos Valley e-Marketplace website and click on **Supplier Registration**. (Please note that the City of College Station is not responsible for high internet traffic/demand at or near the time the response packages are due and that firms submitting their response package during peak traffic times risk their submittal not being received by the due date and time.

**Schedule of Important Dates**

The tentative schedule for this Request for Proposal is as follows:

Release RFP to Vendors/Advertising Begins .....	August 25, 2025
Deadline for Questions and Inquiries .....	September 16, 2025 @ 2:00 p.m.
Proposal Submission Deadline .....	September 24, 2025 @ 2:00 p.m.
Contract Evaluations/Negotiations .....	September/October 2025
Earliest Award by City.....	October 2025

## DEFINITIONS, TERMS AND CONDITIONS

### **Definitions**

In order to simplify the language throughout this request for qualification, the following definitions shall apply:

**BRAZOS VALLEY E-MARKETPLACE** – Same as Bidding Portal.

**CITY OF COLLEGE STATION** – Same as City.

**CITY COUNCIL** – The elected officials of the City of College Station, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

**CONTRACT** – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity and/or service specified.

**CITY** – The government of the City of College Station, Texas.

**FIRM** – The successful Offeror of this request.

**NO-CONTACT PERIOD** – The period of time from the date a Request for Proposals (RFP) is issued until a contract is executed. If the City withdraws the RFP or rejects all proposals with the stated intention to reissue the same or a similar RFP for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.

**OFFEROR** – A vendor who submits a Proposal directly to the City.

**RFP** – Request for Proposal

### **Electronic Documents**

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

### **Receipt of Proposals**

Proposals must be received by the Purchasing Division prior to the firm submission deadline to be accepted. Please do not wait until the last minute to upload electronic proposals to the [Bidding Portal](#). Please allow no less than one (1) hour before the submission deadline to begin the upload process. Proposals not submitted by the time the bidding portal officially closes this RFP will not be accepted by any other means.

### **Addenda**

If it becomes necessary to revise any part of this RFP, a written addendum will be posted on the Bidding Portal. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Offerors in written addendum form. It shall be the sole responsibility of the Offeror to verify issuance of any addenda and to check all avenues of document availability prior to the specified submission deadline. Offeror shall acknowledge receipt of all addenda in accordance with the RFP requirements.

### **Offeror Conduct**

To ensure a fair, equitable and competitive proposal process for all participating Offerors (Firms), during the No-Contact Period, Offerors and individual(s) acting on an Offeror's behalf are prohibited from communicating with any City official, City employee or City agent other than the authorized contact person(s) in the Purchasing Division.

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

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

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

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

### **Reservations**

The City reserves the right to accept or reject any or all Proposals, to waive informalities and irregularities in Proposals received, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the City. All Proposals become the property of the City of College Station.

The City reserves the right to correspondence with the Offerors to seek an improved understanding of Proposals and to request additional information from an Offeror during the evaluation of Proposals.

### **Reimbursements**

There is no express or implied obligation for The City of College Station to reimburse responding firms for any expenses incurred in preparing Proposals in response to this Request for Proposal and City of College Station will not reimburse responding firms for these expenses, nor will City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **Certification**

The Certification form must be fully completed and submitted with proposals. Proposals lacking the required Certification form may be considered non-responsive and may be rejected.

### **Standard Contracts**

Should this Request for Proposal include any of the City's Standard Contracts, a statement of willingness to utilize the City of College Station Standard Agreement for Consulting Services (attached) must be provided. The Offeror should review the attached Standard Form of Agreement thoroughly.

### **Management**

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

### **Payment Terms**

Invoices must be submitted by the vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. Vendors are encouraged to e-mail invoices to [vendorinvoiceentry@cstx.gov](mailto:vendorinvoiceentry@cstx.gov). If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery of services and billing.

### **Virtual Payment Method**

For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees (maximum 3%) paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City. The City's decision to use the virtual card payment method will be discussed with the bidder recommended for award prior to the execution of an agreement. The City may also choose by written agreement to use electronic funds transfers for payments. If so, vendors must complete an authorization form and submit it to our Accounts Payable Division. Forms may be requested from and submitted to Accounts Payable via email at [vendorinvoiceentry@cstx.gov](mailto:vendorinvoiceentry@cstx.gov).

### **Fraud Reporting**

To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at [vendorinvoiceentry@cstx.gov](mailto: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.

### **Negotiations**

Negotiations may be conducted with the responsible offeror(s) who submit Proposals that are reasonably susceptible of being selected. All Offerors reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee. Following any presentation and/or interviews, Offerors

will be ranked in order of preference and contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked Offeror fail to yield a contract, or if the Offeror is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc. However, the City, may in its sole discretion, negotiate and award a contract without presentations or interviews, based solely on information supplied in the proposal responses.

### **Disclosure**

At the public opening, there will be no disclosure of contents to competing firms, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Offeror identifies as proprietary, all Proposals will be open for public inspection after the contract award.

### **Award of Contract**

Although the cost of products and services to be provided is an essential part of this RFP, the City is not obligated to award a contract on the sole basis of cost. Award of the contract shall be made to the responsible Offeror(s) whose proposal is determined to offer the best value resulting from negotiations, taking into consideration the relative importance of price and the evaluation factors set forth in this request for qualifications. In determining the best value for the City, the City may also consider, but is not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. the purchase price, including payment discount terms;
- c. the reputation of the bidder and of the bidder's goods or services;
- d. the quality of the bidder's goods or services;
- e. the extent to which the goods or services meet the City's needs, including demonstrated familiarity with local conditions and availability for in-person collaboration;
- f. the bidder's past relationship with the City;
- g. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- h. delivery terms;
- i. payment terms;
- j. financial condition;
- k. the total long-term cost to the City to acquire the bidder's goods or services; and
- l. any relevant criteria specifically listed in this request for proposal.

### **Term of Contract**

This contract is an annual agreement for services provided. This contract shall become effective upon the execution of this agreement. It shall remain in full force and effect with firm fixed mark-up percentages and fees for a period of twelve (12) months. Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to four (4) additional one (1) year terms [five (5) years total]. Renewals will be under the same terms and conditions as the original contract. All rates, including mark-ups and fees, are to be held firm for the entire Agreement, including any renewals, unless adjusted by any Federal and State Government mandated increases. All requests

for price changes shall be submitted to the City in writing with appropriate supporting documentation at least ninety (90) days prior to implementation in the agreement for each fiscal year. The City's fiscal year begins on October 1. In the event a new contract cannot be executed at the anniversary date of the original term, or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

### **Interlocal Agreement**

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

### **Personal Interest**

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

### **Disclosure of Interested Parties**

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

For purposes of this section, the following definitions apply:

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

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

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

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

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

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

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

The City of College Station, Texas is requesting proposals from responsible and qualified staffing agencies to provide qualified individuals to fill temporary positions on an as-needed basis. Various types and categories of workers may be required by the City; therefore, the City reserves the right to award one or more contracts to ensure that all of the City's temporary staffing needs are met in a timely manner.

**Financial Condition**

Contractor must provide to the City, audited financial statements within 30 days, *if* requested.

**Laws and Regulations**

The Contractor(s) shall remain fully informed of and comply with all applicable existing and future Federal, State, and Local laws, ordinances, and regulations affecting the fulfillment of this contract. These include, but are not limited to: the Americans with Disabilities Act (ADA), Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination in Employment Act (ADEA), and the Civil Rights Act of 1991.

The Contractor(s) shall ensure that all employees have a legal right to live and work in the United States. Employee compensation shall meet or exceed all applicable requirements of the Fair Labor Standards Act (FLSA), including federal minimum wage laws.

Where applicable, the Contractor(s) shall comply with the U.S. Department of Transportation's mandatory drug and alcohol testing requirements for safety-sensitive positions. The Contractor(s) shall be solely responsible for compliance with OSHA-required training, hazard communication, and recordkeeping for its employees. Upon request, the Contractor(s) shall provide documentation demonstrating compliance with these requirements to the City's satisfaction.

**Compensation**

The City will make no payments to individual workers.

**Workmanship**

Contract awards will only be made to the Contractor(s) who are regularly established in the business of temporary worker services of the type described herein and who have demonstrated the ability to perform the required service in an acceptable manner.

**Location**

Contractor shall maintain a principal place of business or branch office within a fifty (50) mile radius of College Station, Texas or be willing to set up a local branch or office within Brazos County, Texas, within 60 days of the execution of the contract. While the City strongly prefers local presence due to the advantages of responsiveness, stronger candidate relationships, and improved retention, Contractor may alternatively propose a staffing methodology that clearly demonstrates how these same benefits will be achieved in the absence of a local office.

**Work Days and Hours**

A standard work week is Monday through Friday, 8:00 a.m. to 5:00 p.m. CST; however, workdays and hours will vary based on job category.

**Temporary-to-Permanent Employment**

Temporary assignments will vary in duration and may be full or part-time. Some temporary assignments may result in permanent employment with the City. Offerors shall propose temporary conversion fees (if any) in Attachment C.

**Direct-Hire/Placement**

Contractors may be required to provide direct placement services. Proposals shall include a plan outlining the techniques, approaches and methods to be used to accomplish this task. Offerors shall propose direct hire placement fees in Attachment D.

**Insurance**

The Contractor, for the duration of this contract, must obtain at its sole expense insurance policies as described in Exhibit A - Temporary Services Agreement.

**MINIMUM REQUIREMENTS****Job Specifications**

Attachment "A", Job Categories, lists most of the job classifications that have been filled by temporary workers from temporary employment agencies and the more commonly used occupational categories. The job specifications used to describe the work to be performed by the temporary workers have been developed to designate acceptable minimum requirements for temporary workers.

Workers furnished by contractor shall be placed with the City with the understanding that they are employees of the Contractor (agency) and not the City. There are no employee benefits associated with temporary work and placement with the City is not a guarantee that an offer of permanent employment will be made.

**Mark-Up Percentages**

Offerors shall propose a percentage mark-up for each temporary position listed in Attachment B. The percentage mark-up shall include all associated costs of insurance, taxes, overhead, profit and bonding, if required and so identified. The percentage mark-up shall remain fixed for the entire agreement, including any renewals, except as otherwise provided.

**Pay Rates**

The pay rates included in Attachment B are the pay rates that shall be paid to the Contractor's temporary employees and shall be fixed unless the City notifies the Contractor of a pay rate change. The Contractor shall charge the City the established pay rate plus the Contractor's percentage mark-up.

**Resumes**

Resumes or equivalent document(s) may be reviewed for all temporary worker positions and must be provided upon request or at the time of interview with the City.

**Testing and Training**

Workers provided under this contract shall have all necessary skills to meet job requirements. Contractor must provide a complete description of testing requirements (typing wpm, computer software, etc.), measures, and evaluations in hiring, screening, and matching job specific skills.

Contractor shall be responsible for a safety-training program, relative to the work involved, which is made available to temporary workers at the Contractor's expense.

Confirmation of any worker's successful completion of the training will be provided to the City.

**Orientation**

Contractor shall be responsible for an orientation program to introduce temporary workers to the City of College Station. Orientation will be made available to temporary workers at the

Contractor's expense.

Training/orientation is to contain such policies as anti-discrimination, harassment, sexual harassment prevention, HIPAA (where applicable to the specific work assignment), confidentiality of sensitive/personal personnel data, Americans with Disabilities Act, drug-free workplace and other training necessary to ensure the temporary workers understanding of work- related statutes.

### **Drug Testing**

Temporary workers must receive a negative result on the pre-employment drug test prior to placement. Testing will be completed at the sole expense of the Contractor. Contractor shall provide test results to the City upon request.

### **Background Checks**

The City requires criminal background checks for all temporary workers, conducted at the contractor's expense. The City will partner with the contractor to evaluate the recency and relevance of any criminal history to the assignment. Clearance may be denied for felony convictions, certain misdemeanors (e.g., violence, theft, drugs, or sexual misconduct), recent Class A or B offenses, or arrests without convictions that raise employment concerns. Lesser offenses will be reviewed by the Human Resources team for final determination.

### **Certifications and Licenses**

The contractor is responsible for ensuring that temporary workers possess all necessary licenses, certifications, or qualifications as required by the City for their assigned roles. This includes conducting a motor vehicle record (MVR) check for any position that may involve driving. For roles requiring driving on City business, the City may restrict or revoke driving privileges if the MVR reveals multiple moving violations or a recent DWI/DUI offense.

### **Call Off**

Contractor(s) will waive all charges for temporary workers who report to work and are deemed unsatisfactory within the first four (4) hours. If the temporary worker works more than four hours and is then deemed unsatisfactory, the Contractor may bill the City for all hours worked in the shift.

### **Work Hours and Breaks**

Hours worked will be reported in whole and quarter hours. The City will specify the time for the temporary worker's arrival and departure from the work site. Temporary workers shall not be paid for time spent applying and testing/interviewing for City assignments nor for any time not actually spent in productive work for the City.

Employees who are scheduled to work the regular hours the City is open for business are generally allotted one (1) hour per day for an unpaid lunch period. Employees who work shift work are generally allotted thirty (30) minutes per day for an unpaid lunch period. Employees should not perform work during the lunch period without obtaining permission from their immediate Supervisor.

Work assignment shall vary depending on the needs of the individual City departments and work may include shifts, holidays, weekends, etc.

Temporary workers will not work overtime or beyond the work shift without prior written authorization from the requesting department supervisor/manager. Time and one-half the regular hourly rate will be paid for hours in excess of the initial forty-hour work week.

In the event a temporary worker is initially requested to work a full shift and is released before completing four (4) hours, due to circumstances other than quality of work performance, the City will be billed for four (4) hours. In the event a temporary worker reports to work and is no longer needed, the Contractor may bill the City for two (2) hours.

**Invoicing Requirements**

The Contractor(s) shall provide invoices to the City that are clearly itemized and broken down by billing group, location, and/or work group assignment to facilitate accurate and efficient review and processing.

**Tax Obligations**

The City will not be held responsible for any tax obligation, including, but not limited to, Federal Income Tax withholding, FICA, or unemployment compensation.

**Reports**

The Contractor(s) shall provide to the City a usage report showing the total number of days filled for each worker category included in this contract. This report is due thirty (30) days prior to the end of each twelve (12) month period of the contract.

## FORMAT REQUIREMENTS

Electronic response packages, in the format prescribed herein, shall be uploaded to [Brazos Valley e-Marketplace](#) (“**Bidding Portal**”). (Please note that the City of College Station is not responsible for high internet traffic/demand at or near the time the response packages are due and that firms submitting their response package during peak traffic times risk their submittal not being received by the due date and time.)

The City of College Station requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Firms shall follow the proposal format described. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. The proposal shall clearly separate and identify responses into Tabs A-E and each tab shall include the information outlined below. **Proposals that do not comply with the format requirements specified herein may be considered non-responsive and may be rejected.**

### **TAB A Qualifications and Experience**

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement. Identify the location of the office that will be responsible for this contract and include their physical address, telephone number, contact name and e-mail address.
2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
3. Describe the experience of the firm in the last thirty-six (36) months for the following:
  - a. Number of placements (in similar roles/scope)
  - b. Turnover rate for assignments (indicating stats for reasons other than assignment ending)
  - c. Average time to fill/make placement
  - d. Number of temporary to permanent conversions
  - e. Number of direct placements
  - f. Number of candidates currently sourced for each category (outlined in Attachment A)
4. Describe the firm’s knowledge of local workforce conditions and public staffing needs, including availability for in-person collaboration, and past experience with the City or other entities in the Brazos Valley.
5. The same information must be provided for any associate firm or sub-consultant.

### **TAB B Rates and Expenses**

1. Attachments B, C, and D must be fully completed and included in proposal submissions.
2. Provide a percentage mark-up for each temporary position listed in Attachment B.
3. Responses shall indicate if fees and/or waiting periods are waived for temporary to permanent employment. If “No”, specify fees in Attachment C and include the policy for temporary to permanent employment conversion and indicate the waiting period for a

temporary employee to become eligible for permanent placement. (i.e. after (X) number of hours worked or (X) number of work days after temporary placement)

4. Provide a one-time fee per direct hire to be paid upon successful placement in Attachment D.
5. The actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized.

**TAB C Methodology (including technical approach and understanding of the scope of the project)**

1. Proposals must include a narrative description of the Firms' plan for accomplishing the work and services to be provided to the City. Plan shall include methods used for testing/training, drug testing and background checks. For direct hire placement services, the plan shall include the techniques, approaches, and recruitment strategies to be used in identifying, screening and placing qualified candidates in full-time roles.
2. Proposals must indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.
3. Proposals shall clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

**TAB D References**

1. Provide references from three (3) successful service engagements within the past five (5) years, including the name of the entity, address, contact name, email address, phone number and duration of service. Preference is given to references from municipalities, counties, state agencies, or other governmental entities. References from non-governmental clients where services comparable in size and scope have been performed may be submitted and will be considered.

**TAB E Proposal Certification and Addenda**

1. Proposals must include a fully completed Certification form. **Proposals lacking the Certification form may be considered non-responsive and may be rejected.** Acknowledge all addendums (if any) on the Certification form.

## EVALUATION FACTORS

After receipt of proposals, the Evaluation/Selection Committee will review and rank each responsive proposal in accordance with the weighted evaluation criteria identified below.

25 Points      Qualifications and experience

35 Points      Rates and expenses

20 Points      Project design and methodology including technical approach and understanding of the scope of the project.

20 Points      References

Discussions may be conducted with Offerors for the purpose of clarification to assure the full understanding of, and conformance to, the solicitation requirements.

Award of the contract shall be made to the responsible Offeror(s) whose proposal is determined to be the best value to the City of College Station, considering the relative importance of price and other factors set forth in this request for proposal.

**CERTIFICATION**

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

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Vendor Address: \_\_\_\_\_  
P.O. Box or Street                      City                      State                      Zip

Remit Address: \_\_\_\_\_  
P.O. Box or Street                      City                      State                      Zip

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

Federal Tax ID No.: \_\_\_\_\_

DUNS No.: \_\_\_\_\_

Date: \_\_\_\_\_

**RECEIPT OF ADDENDA**

I hereby acknowledge receipt of the following Addenda: \_\_\_\_\_

\*This form must be submitted with proposals under Tab E.

**RFP NO. 25-068**

**ATTACHMENT A**  
**JOB CATEGORIES**

**CLERICAL/CLERK LEVEL**

Performs basic clerical functions including simple data entry, typing forms, processing mail, and performing receptionist work. Responsibilities include filing, faxing, copying, directing telephone and walk-in customers, cashiering, and processing and distributing mail. Provides general information to callers or visitors. Must have customer service, clerical or administrative support experience related to the area of assignment, experience using a computer, modem office equipment, coordinating meetings and events, filing and preparing a variety of reports and correspondence, communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc., sufficient to exchange or convey information and to receive work direction.

**ADMINISTRATIVE LEVEL**

Performs more complex clerical and administrative duties that require specialized skills and independent judgment in reviewing, processing, communicating and maintaining various records and information with additional responsibilities as follows: ability to interface with Executives and handle confidential matters. Requires advanced competency in Microsoft Office suite of applications including MS Word, MS Excel, MS PowerPoint, etc.. Operates a computer system to input data; compiles information and ensures it is complete and accurate. Generates reports and other information; distributes to proper personnel; assists in routing calls/visitors to appropriate source; and may perform other general office duties. Must have working experience related to area of assignment, some typing, answering inquiries, and using a numeric keypad. Requires skill in reading computer reports and conducts basic research. Must have experience using a computer, modern office equipment/procedures, data entry and database management; filing procedures and practices; customer service principles and practices; English language, grammar, and punctuation.

**PROFESSIONAL/SPECIAL PROJECTS LEVEL**

Supports and leads specialized projects requiring independent judgment and problem-solving. Coordinates project goals, timelines, and deliverables while conducting research, analyzing data, and preparing reports. Collaborates with stakeholders to ensure project objectives are met efficiently and effectively. Provides recommendations based on findings and assists with process improvements as needed. This role requires a high degree of autonomy, with the ability to make logical judgments and decisions independently. Strong communication skills, sound reasoning, and problem-solving abilities are essential for effectively conveying information and collaborating with stakeholders.

**PROFESSIONAL SERVICES LEVEL**

Provides key expertise in area of assignment. Manages special studies and projects including establishing and monitoring timelines; preparing requests for proposals; ensuring compliance with applicable regulations, specifications, and/or requirements; monitoring project budgets; tracking projects; preparing related reports; and, performing other related duties. May serve as a project lead and provide direction on assignments to City staff. May prepare a wide variety of analytical and statistical reports on operations and activities in assigned area of responsibility. Requires experience in area of assignment, unless otherwise specified. Communication, interpersonal skills

as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction. Skills, experience, certifications and competencies as specifically identified for the project assignment. [Note: This category may apply to special placements that are not otherwise categorized.]

**ATTACHMENT B**

**Temporary Services Position Categories and Rates**

Temporary Categories/Positions	Pay Rate		Bill Rate		Overtime Bill Rate		% Mark-up
	Min/Hr	Max/Hr	Min/Hr	Max/Hr	Max/Hr	Max/Hr	
<b>Clerical / Clerk Levels: I, II, and III</b>							
MAIL CLERK	\$14.00	\$16.00					
CUSTOMER SERVICE REP	\$14.00	\$16.00					
DEPUTY COURT CLERK	\$14.00	\$16.00					
CUSTOMER SVC REP/PERMIT TECH	\$14.00	\$16.00					
STAFF ASSISTANT	\$14.00	\$16.00					
<b>Administrative Levels: I, II, and III</b>							
COMM DISPATCH ASST (POLICE)	\$16.00	\$19.00					
RECORDS TECHNICIAN	\$15.00	\$17.00					
ACCT CUSTOMER SERVICE REP.	\$14.00	\$16.00					
ACCOUNTING ASSISTANT	\$16.00	\$20.00					
PAYROLL ASSISTANT	\$15.00	\$18.00					
FINANCE SUPPORT SPECIALIST	\$16.00	\$20.00					
<b>Professional / Special Projects Levels: TBD</b>							
PROFESSIONAL/PROJECT SERVICES	\$20.00	\$50.00					
<b>Professional Services Levels: TBD</b>							
PROFESSIONAL/PROJECT SERVICES	TBD	TBD	TBD	TBD	TBD	TBD	

## ATTACHMENT C

### Temporary Employee Conversion Fee Schedule

The conversion fees below, unless waived, will be paid upon the conversion of a temporary employee from the Contractor's employment to the City's employment. The conversion fee is calculated on the total annual compensation the candidate is offered when converted from Contractor's payroll.

#### Hours Worked by Employee on Contractor's Payroll Conversion Fee

Hours Worked on Assignment	Conversion Fee
1-200 hours	
201-399 hours	
400-520 hours	
>520 hours	

## ATTACHMENT D

### Direct Hire Placement Fee Schedule

Direct hire fees are on a contingency basis. Direct hire fees are payable if the City engages a direct hire candidate, who has been referred directly or indirectly through Contractor's efforts, for any position within one (1) year of the City's acceptance of such candidate's resume and/or its interview of such candidate (a "direct hire placement"). Direct hire fees are based on realistic total first-year earnings of the direct hire placement, which may include bonuses, incentives, commissions, etc., in accordance with the schedule below:

<b>Annual Earnings</b>	<b>Placement Fee</b>
\$0-\$49,999	
\$50,000-\$79,999	
\$80,000+	

**EXHIBIT A**

**Standard Form of Agreement Contract**

**CITY OF COLLEGE STATION  
TEMPORARY SERVICES AGREEMENT**

This Temporary Services Agreement is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”), and \_\_\_\_\_ (the “Contractor” or “Vendor” or “Agency”), collectively known as the (“Parties”), for the provision of temporary services by Contractor to the City, as described herein.

**AGREEMENT**

1. Effective Date. This Agreement shall be effective as of the date of the last signature that makes the Agreement fully executed and shall continue for a period of one (1) year.
2. Term. The Agreement may be renewed for up to four (4) additional one (1) year terms, one (1) year at a time, by mutual written agreement of the Parties.
3. As-Needed. This document is not considered an order to deliver services. Individual orders and/or requests for services as a result of this Agreement shall be requested by the City, in writing, on an as-needed basis.
4. Contract Documents. The Contractor shall provide the services as designated in the specifications, terms and conditions as stated in this Agreement, the Fee Schedules attached as Exhibits “A”, “B”, and “C”, the “Request for Proposal for Temporary Staffing Services” RFP #25-068, attached as Exhibit “D”, Contractor’s Proposal Response, attached as Exhibit “E”, and Contractor’s certificate(s) of insurance, attached as Exhibit “F”. All such described items shall be known as the “Contract Documents” and are made a part hereof and collectively evidence and constitute this Temporary Services Agreement.
5. Contract Document Priority. If a conflict shall arise between the documents that comprise the Contract Documents, such conflict shall be resolved in the following order, with the first listed document having priority over subsequent documents:
  - I. Temporary Services Agreement
  - II. Exhibit A – Temporary Services Position Categories and Rates
  - III. Exhibit B – Temporary Employee Conversion Fee Schedule
  - IV. Exhibit C – Direct Hire Placement Fee Schedule
  - V. Exhibit D – Request for Proposal for Temporary Staffing Services #RFP 25-068,
  - VI. Exhibit E – Contractor’s Proposal Response
6. Parties. The parties to this Agreement are the City and Contractor. All Contract Document references to “City of College Station” shall be interpreted and construed to mean the City, as applicable.
7. Payment Terms. Payment shall be made within thirty (30) days after invoice date. Contractor shall submit a weekly itemized invoice referencing the Temporary Services

Contract number and any departmental issued purchase order number(s). The City will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of a valid invoice and an uncontested invoice.

8. Changes. Any changes to this Agreement shall be made in writing and signed by both Parties.
9. **Indemnification**. EXCEPT TO THE EXTENT OF THE INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR (THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (THE "INDEMNIFIED PARTY") FROM AND AGAINST ALL CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES OR PENALTIES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS (COLLECTIVELY "LIABILITIES"), ATTRIBUTABLE TO BODILY INJURY OR PROPERTY DAMAGE, ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF THE INDEMNIFYING PARTY. CITY AND CONTRACTOR AGREE: (A) TO NOTIFY EACH OTHER IN WRITING OF ANY ASSERTED CLAIM WITHIN TEN (10) DAYS OF EITHER DISCOVERY OF THE OCCURRENCE UPON WHICH THE CLAIM MAY BE BASED OR LEARNING OF THE CLAIM, WHICHEVER OCCURS FIRST, (B) TO PERMIT THE INDEMNIFYING PARTY TO DEFEND THE CLAIM, AND (C) TO COOPERATE FULLY IN ANY INVESTIGATION, DEFENSE OR SETTLEMENT NEGOTIATIONS. PURSUANT TO THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE PARTIES EXPRESSLY AGREE THAT THE CITY IS NOT INDEMNIFYING THE CONTRACTOR.
10. **Limitation of Liability**. UNDER THIS AGREEMENT, CONTRACTOR'S MAXIMUM TOTAL LIABILITY FOR ANY CLAIM NOT COVERED BY INSURANCE POLICIES AS REFERENCED IN EXHIBIT F WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AGGREGATE FEES PAID BY CITY TO CONTRACTOR (NET OF DEMONSTRABLE PAYROLL COSTS) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT UPON WHICH THE CLAIM IS BASED. TO THE EXTENT ALLOWED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES THAT ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF HOW CHARACTERIZED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. Insurance. 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. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "F"**.

The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insured. More specifically, the following shall be required. During the term of this Agreement, Contractor's insurance policies shall meet the minimum requirements of this section.

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

- (a) Commercial General Liability;
- (b) Business Automobile Liability;
- (c) Workers' Compensation/Employer's Liability; and
- (d) Employee Dishonesty Coverage.

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit "F"**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only 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, cancelled, non-renewed or reduced in limits of liability before thirty (30) days' written notice has been given to the City.

**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 an Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); Host Liquor Liability; and Personal & Advertising Liability.

**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 regarding 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.

**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”.

**Employee Dishonesty Coverage.** The following Employee Dishonesty Coverage requirements shall apply:

- (a) Contractor shall provide Employee Dishonesty Coverage with policy limits of \$1,000,000.00.
- (b) Employee Dishonesty Coverage shall indemnify the City against loss caused by a fraudulent or dishonest act of the Contractor’s officers and/or employees holding positions of fiduciary trust.

12. Tax Exempt. The City is exempt from all Federal, State, and local taxes.

13. Billing and Notice Addresses.

<b>CONTRACTOR:</b>	<b>CITY OF COLLEGE STATION:</b>
_____ Attn: _____ _____ _____ _____	City of College Station Accounting Division P.O. Box 9973 College Station, TX 77842-9973 (979) 764-3555

14. Mark-Up Percentages. All mark-up percentages are to be held firm for the entire Agreement, including any renewals, except as otherwise provided. Each category of mark-up percentages and initial rates are included in Exhibit “A”.

15. Pay Rate. The pay rate listed in Exhibit “A” of this Agreement is the pay rate that shall be paid to the Contractor’s temporary employee and shall be fixed. The Contractor shall charge the City the established pay rate plus the Contractor’s percentage mark-up, which is indicated in each category. The percentage markup shall include all associated costs of insurance, taxes, overhead, profit and bonding, if required and so identified. The established pay rate listed in Exhibit “A” shall remain fixed unless a pay rate change occurs. The City will be responsible for notifying the Contractor of the pay rate change. Please note the pay rate may change but the percentage mark-up will remain fixed, unless adjusted by any Federal or State Government mandated increases. For clarification, these are any Federal and State government mandated increases. All requests for price changes shall be submitted to the City in writing with appropriate supporting documentation at least ninety (90) days prior to implementation in the agreement for each fiscal year. The City’s fiscal year begins on October 1.
16. No Overtime. No overtime shall be worked unless prior written approval is provided by City. Any overtime approvals will be on case-by-case basis and will be temporary in nature.
17. Overtime Pricing. If provided in a category, overtime pricing shall be defined as time and a half plus the Contractor’s percentage of mark-up. Time and a half is the minimum wage listed in Exhibit “A” plus half the wage rate.
18. City’s Right to Hire. The City reserves the right to hire furnished temporary employee(s) in accordance with the temporary employee conversion fee schedule listed in Exhibit “B”. The conversion fee shall be based on the number of hours the temporary employee has worked during the temporary assignment.
19. Direct Hire Service. The City may request assistance in locating a candidate for direct hire into a permanent position without hours worked in a temporary assignment. The direct hire placement fee shall be in accordance with the schedule listed in Exhibit “C”.
  - I. The Contractor shall conduct initial screening activities based upon the City’s hiring criteria for the positions. The Contractor shall then refer to the City the candidates who meet the established criteria. The City shall be solely responsible for making selection decisions with respect to any candidates referred to by the Contractor. The City shall notify the Contractor immediately in writing upon the acceptance of the City’s offer by a candidate and the candidate’s start date.
  - II. If the City or the direct hire placement terminates the employment relationship for any reason during the first ninety (90) calendar days, a replacement for the direct hire placement (a “replacement”) shall be provided for the original position at no additional fee, provided that the position remains unchanged in terms of job responsibilities, location, and compensation. This replacement guarantee is void if: (a) termination is the result of the City’s material change in the original position duties, (b) termination is the result of the City’s misrepresentation of compensation

to be paid for the position, (c) termination is the result of the City's change of the geographic location of the position, or (d) termination is the result of the City's actual or alleged failure to comply with its legal employment obligations.

- 20.** Laws and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that venue, performance, and all matters related thereto shall be in Brazos County, Texas.

*Signature page to follow.*

EXHIBIT

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed by its duly authorized officer.

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO  
Date: \_\_\_\_\_

**List of Exhibits:**

- Exhibit A – Temporary Services Position Categories and Rates
- Exhibit B – Temporary Employee Conversion Fee Schedule
- Exhibit C – Direct Hire Placement Fee Schedule
- Exhibit D – Request for Proposal for Temporary Staffing Services RFP #25-068
- Exhibit E – Contractor’s Proposal Response
- Exhibit F – Contractor’s Certificate of Insurance

**EXHIBIT "A"**  
**Temporary Services Position Categories and Rates**

EXHIBIT

**EXHIBIT “B”**  
**Temporary Employee Conversion Fee Schedule**

The conversion fees below will be paid upon the conversion of a temporary employee from the Contractor’s employment to the City’s employment. The conversion fee is calculated based on the total annual compensation the candidate is offered when converted from Contractor’s payroll.

**Hours Worked by Employee on Contractor’s Payroll Conversion Fee**

<b>Hours Worked on Assignment</b>	<b>Conversion Fee</b>
1—200 hours	_____
201—399 hours	_____
400—520 hours	_____
> 520 hours	_____

EXHIBIT

**EXHIBIT "C"**  
**Direct Hire Placement Fee Schedule**

Direct hire fees are on a contingency basis. Direct hire fees are payable if the City engages a direct hire candidate, who has been referred directly or indirectly through Contractor's efforts, for any position within one (1) year of the City's acceptance of such candidate's resume and/or its interview of such candidate (a "direct hire placement"). Direct hire fees are based on realistic total first-year earnings of the direct hire placement, which may include bonuses, incentives, commissions, etc., in accordance with the schedule below:

<b>Annual Earnings</b>	<b>Placement Fee</b>
\$0 - \$49,999	_____
\$50,000 - \$79,999	_____
\$80,000 +	_____

EXHIBIT

**EXHIBIT "D"**  
**Request for Proposal for Temporary Staffing Services**  
**RFP #25-068**

EXHIBIT

**EXHIBIT “E”**  
**Contractor’s Proposal Response**

EXHIBIT

**EXHIBIT "F"**  
**Contractor's Certificate(s) of Insurance**

EXHIBIT

**EXHIBIT “E”**  
**Contractor’s Proposal Response**



**SPHERION**<sup>™</sup>

STAFFING & RECRUITING

# Supporting The City of College Station's Staffing Needs

Local Solutions with a Personal Touch

September 24, 2025

Submitted to:

The City of College Station  
Purchasing Division  
1101 Texas Ave.  
College Station, Texas 77840  
[www.cstx.gov](http://www.cstx.gov)

Purchasing Division  
The City of College Station  
1101 Texas Ave.  
College Station, TX 77840

Dear RFP Evaluation Team:

Thank you for considering Spherion as a potential business partner to The City. We pride ourselves on being a full-service staffing company, able to provide The City with the workforce solutions you seek, including temporary, temporary-to-hire, and direct hire solutions in all industries. With more than seven decades of experience in the staffing industry, Spherion delivers real world value to our clients.

Our vision is to drive careers, grow businesses, and better the communities we call home. We are Spherion, a national recruiting and staffing enterprise that brings the power of local to our clients and candidates through a network of independent and empowered franchise owners. We come together to craft workforce solutions with entrepreneurial resourcefulness and an intimate, nuanced knowledge about the communities we call home. Backed by the drive and stability of the global leader in HR services, Spherion is growing and evolving to tackle what's next for the emerging workforce.



**We are local.**

We run local businesses that impact the diverse places we call home. Our placements enrich the lives of our candidates and strengthen the businesses in our communities. Our stories and experiences reflect those we serve every day – and when we're successful together, our investments flow back into the neighborhoods where we live and work. The power of Spherion is in our local roots.



**We are resourceful.**

With resilience and grit, we turn obstacles into opportunities, engaging our people, our expertise, and our tools to get the job done. Our local knowledge is amplified by the best practices that can only come from our global partner. And when things get tough, we pivot and persevere.



**We are engaged.**

We have a true interest in you and your success. We are empathetic and considerate of your needs as we work on your behalf. This starts by building genuine relationships, where we understand your needs at a deep level, and we have candid and, sometimes, tough, conversations. This is how we work together to achieve the results you want for your career and your business.



**We are insightful.**

We look past job descriptions and resumes to see what's really there. We marry this intuition with a nuanced knowledge of local markets, deep understanding of industry trends, and decades of expertise to make placements that make a difference. When we go beyond the paper, we become the guiding partner our clients, candidates, and colleagues deserve.



**We are invested.**

As franchise owners, our passion and commitment to our businesses and the communities we serve attract colleagues whose care and dedication mirror our own. Our diverse owner community takes the time to support each other because we understand that careers and the success of businesses are at stake. Year after year, we're here to stay.

You have my personal commitment that choosing Spherion as your employment solutions partner will make a positive impact on The City's overall staffing strategy. Should you have any questions or need additional information, please contact me on my cell at 979.571.8604 or via email at [katherinekleemann@spherion.com](mailto:katherinekleemann@spherion.com). We look forward to demonstrating how we can provide you with innovative solutions to help you achieve your business goals.

Sincerely,

Katherine Kleemann  
Owner and President

4101 S. Texas Ave., Suite B | Bryan, TX 77802 | T: 979.846.7833



## TAB A Qualifications and Experience

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement. Identify the location of the office that will be responsible for this contract and include their physical address, telephone number, contact name and email address.

We understand that The City operates in a dynamic business environment that requires a flexible employment solutions partner. As a local Bryan/College Station-area business, Spherion has a proven record of adapting our services to meet such changing needs, utilizing a personal approach to continually reinvent our service delivery in ways that achieve meaningful results.

By combining our local market knowledge, a proven delivery model, and superior performance with leading technologies and process enhancements, Spherion has established the basis for a successful contingent workforce partnership. We look forward to beginning such a business relationship with The City, and collaborating to design a solution that supports your business goals.

### Our understanding of your needs

Spherion's proposal is based on meeting and exceeding your objectives and the insight we have acquired from our successful and recognized service in the staffing industry. We understand that the goals and objectives of your current sourcing initiative include:

- Local presence within 50 miles of College Station
- Receive quality staff capable of supporting your position as a world-class leader
- Comply with employment laws, regulations and internal policies
- Reduce turnover
- Improve candidate quality

Our proposal seeks to address these objectives by employing capabilities that have been tested and proven through years of successful partnerships, experienced management teams, extensive geographic capabilities, and industry-leading technology.

### Office and administrative staffing specialization

We may not live in a perfect world, but at Spherion, we believe you can hire like you do. Spherion can help you find employees who will infuse fresh creativity into your operations, raise productivity, and bring greater efficiency to your business. It is a hiring methodology we call IdealMatch<sup>SM</sup>, which is founded on three fundamental principles:

1. **Job match:** Candidates have the qualifications to perform the job well and a true interest in the type of work it entails. Making an ideal job match includes looking at **all** aspects of a candidate's suitability, including hard skills, soft skills, experience, education, background, job preferences, interests, and motivations.
2. **Manager match:** Candidates will work well with the hiring manager. An ideal manager match requires finding someone that exemplifies the qualities, values, work style, expectations, and personality that make them a compatible match for their prospective new supervisor.

3. **Company match:** Candidates will thrive in your work environment. Delivering an ideal company match means finding a candidate that fits well with your team, is motivated by your work environment, is well suited to your industry or business, and whose career goals align nicely with your opportunity.

When you find a candidate who proves to be an ideal match for your unique job, manager, and company, a successful hire is achieved.

## Local experience

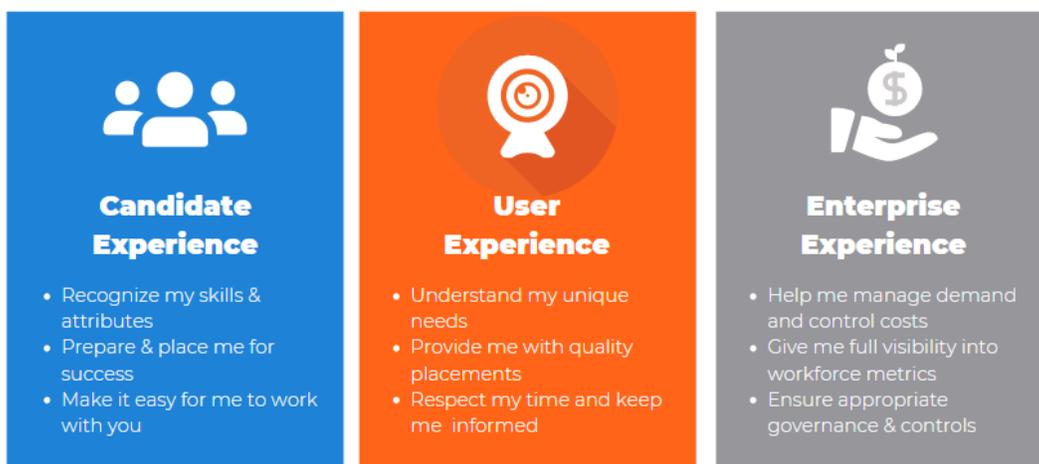
Our Spherion branch has the local and corporate resources to perform the services and requirements stipulated within the University's solicitation. Spherion has been a trusted service provider to The City for almost 15 years, consistently delivering high-quality talent with proven success. Our deep understanding of The City's needs, the local labor market, and the College Station community allows us to provide tailored workforce solutions that align with the City's goals.

With over 70 years of experience in the staffing industry, Spherion combines the power of a global network with the agility of a locally invested partner. Our extensive resources, industry expertise, and scalable solutions ensure we can continue to meet The City's workforce demands efficiently—now and in the future. By continuing and expanding our partnership, The City will benefit from a staffing partner that delivers consistency, reliability, and cost-effective solutions ensuring seamless workforce operations across all job categories.

Our local servicing office, opened in July 2008, is located at: 4101 South Texas Avenue, Suite B; Bryan, TX 77802.

## Ensuring The City's satisfaction

The quality of Spherion's performance as The City's staffing supplier is accomplished through our commitment to service excellence. This commitment represents a focus on the experience of each stakeholder within the engagement - the candidate, the user, and the enterprise customer. As represented in the following graphic, each stakeholder has unique requirements that must be addressed to ensure success:



Our unique focus on the needs of **Candidates, Users,** and the **Enterprise customer** (CUE) is supported by a passion for measuring and continuously improving performance and ensuring the ongoing satisfaction of those we serve. We will leverage this focus in our partnership with The City to provide an unparalleled approach to service excellence. After

reviewing our proposal, you will see how Spherion is different, and how we can make a difference in your organization's workforce effectiveness.

2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.

Spherion's resources will align with each of these stakeholders, providing clearly defined points of contact that ensure ongoing communication. Our team is the foundation of a scalable solution that will adjust accordingly to The City's needs.

Together, Spherion's account management resources deliver service excellence, with focused attention to the unique needs of The City.

## Account management team roles and responsibilities

### Dedicated Client Executive: Holly Huddleston, Regional Manager

Spherion will provide a dedicated Client Executive as the single point of contact at the Enterprise level for consultation, customer support, and customer service. Holly's experience and knowledge of the staffing industry help drive the vision and creativity of the services and solutions we will provide to The City. Accountable for Spherion's overall business relationship with The City, Holly will be responsible for:

- Delivering on Spherion's commitment to service excellence
- Ensuring Spherion's compliance with established service levels
- Monitoring Spherion's service consistency
- Collaborating with The City to provide effective change management support
- Ensuring Spherion solutions are effectively utilized throughout The City
- Identifying and implementing appropriate solutions to align Spherion's service with your evolving needs
- Providing The City management with visibility into our performance
- Facilitating the availability of reports through the web-based Client Resource Center
- Working in partnership with other Spherion resources to generate scorecards
- Delivering annual business reviews to address:
  - Workforce trends and developments that affect The City
  - Recent Spherion innovations that enhance our ability to serve The City
  - Spherion's performance against The City's strategic goals
  - Sharing the value of Spherion as a business partner to The City's executive management
  - Identifying and pursuing business or service opportunities

### Staffing and Recruiting Teams

Support for The City's hiring managers and Spherion candidates will be supplied by our experienced local team. Individual points of contact will be identified for each The City user during implementation. The resulting service plan will strategically align Spherion's resources with your end users, allowing Spherion to consistently deliver service excellence. Spherion's local support team will be responsible for:

- Receiving and ensuring fulfillment of The City staffing orders

- Developing and monitoring the success of local sourcing/recruiting plans
- Leveraging Spherion tools and methodologies to conduct recruiting and screening activities
- Managing applicant flow through the online Job Center
- Administering applicable assessments (web-based, behavioral, and/or job-specific)
- Conducting in-person interviews
- Ensuring reference check and other pre-assignment requirements (e.g., background and drug testing) are fulfilled
- Updating candidate and order data within the front office business process system
- Conducting new employee orientation of flexible employees
- Developing and implementing The City-specific employee retention methodologies
- Conducting quality control and arrival calls on all The City orders
- Managing Spherion contingent staff and communicating performance expectations

## Executive Sponsor: Katherine Kleemann, Franchise Owner

As our Executive Sponsor to The City, Katherine will be responsible for:

- Providing vision, analysis, and innovative recommendations to The City relative to the workforce and Spherion's national service capabilities
- Providing knowledge of long-term corporate business strategies and ensuring that such strategies are in line with meeting The City's needs
- Providing business development support and guidance to the Spherion account management team
- Collaborating with the Client Delivery Executive to facilitate strategic decisions and initiatives across the account
- Facilitating approval of corporate-wide policies relating to support of The City
- Serving as a final escalation contact for resolution of business or service challenges

## Corporate Support

Spherion's corporate resources provide the Spherion account management team with strategic and tactical support, including:

- **Executive Management:** Strategic planning, corporate direction, and customer satisfaction initiatives
- **IT/IS:** Continuous innovation of Spherion systems in support of The City's needs
- **Human Resources/Diversity:** Personnel support, EEO, regulatory compliance, compensation, insurance, and other benefit coordination
- **Solutions:** Continuous product and service innovation, reengineering initiatives
- **Implementation:** Project management, process engineering, and transition
- **Quality and Service Delivery:** Quality programs and service training
- **Accounting and Finance:** Billing, accounts receivable, accounts payable, tax, risk, contract administration
- **Legal:** Contract administration, legal support, real estate
- **Risk Management:** Mitigates risk for both The City and our employees

## Benefits to The City

The alignment of Spherion's account management team with The City resources and local candidates provides The City:

- Single point of accountability for service excellence
- Resources to ensure personal attention at the local level
- Candidate outreach that is in tune with needs of job seekers within and across your markets
- Appropriate governance to ensure consistency in quality and service delivery

- Long-term strategic workforce planning and development
- Enhanced service through quality measurement systems and process improvement programs
- Increased productivity and performance

3. Describe the experience of the firm in the last thirty-six (36) months for the following:

a. Number of placements (in similar roles/scope)

b. Turnover rate for assignments (indicating stats for reasons other than assignment ending)

c. Average time to fill/make placement

d. Number of temporary to permanent conversions

e. Number of direct placements

f. Number of candidates currently sourced for each category (outlined in Attachment A)

a. We maintain a proprietary candidate database of 27 million individuals across all disciplines and specialties, which is continually refreshed with 1.5 million updates and additions each month. Our programs regularly support high volumes of placements in roles spanning technology, engineering, life sciences, healthcare, office professionals & executives, manufacturing/logistics, administrative business functions, and customer service. While specific placement numbers over the last thirty-six months are not detailed, our capacity and infrastructure support large-scale, ongoing placement activity in these categories.

b. Our turnover rate for assignments is consistently better than industry benchmarks, with more than 9 out of every 10 assignments completed. Attrition and turnover are further reduced through our digital talent engagement strategies, resulting in greater reliability and continuity. Turnover for reasons other than assignment ending is minimized through improved talent satisfaction and engagement initiatives.

c. Average time to fill/make placement varies by skill category:

- General light industrial, manufacturing, and logistics roles: within 1-2 business days
- General business administration, office, administrative, hospitality, and retail roles: 1-2 business days (exclusive of client approval wait time)
- Specialized, professional, and managerial roles (accounting, finance, HR, legal, sales & marketing): 2-10 days (exclusive of client approval wait time)
- Call center/contact center representatives: 2-5 days (exclusive of client approval wait time)
- Technical roles (IT, engineering, scientific, skilled trades): 5-15 days (exclusive of client approval wait time)

Talent selected for general skills roles through our digital marketplace are available for immediate start. For talent not already registered, the hiring/onboarding process typically takes one day post-approval.

d. Our average conversion ratio for temporary talent that successfully complete the training/nesting period is 75% - 80% in temp-to-perm engagements. Conversion rates may vary depending on client strategy, training effectiveness, career growth opportunities, and market conditions.

e. In 2023, permanent placements accounted for 12% of our total local revenue, indicating a significant volume of direct placement activity as part of our service portfolio.

f. We currently source candidates across all major categories outlined in Attachment A, leveraging our proprietary database of 27 million candidates, which is updated with 1.5 million new additions and updates monthly. This includes candidates in all stages of qualification and employment, visible through queries by skill, job role, experience, location, industry, and more.

**4. Describe the firm's knowledge of local workforce conditions and public staffing needs, including availability for in-person collaboration, and past experience with the City or other entities in the Brazos Valley.**

Spherion leverages deep knowledge of local workforce conditions and public staffing needs through a combination of proprietary data, market assessment tools, and extensive experience in workforce planning. We utilize our Randstad Market Insights tool, which aggregates talent supply and demand data from more than 50,000 sources, including over 700 million job postings with 49 billion distinct data points. This allows us to understand demographic characteristics, prevailing wages, key competitors for talent, workforce trends, and the availability of skills in specific markets, including the Brazos Valley. Our approach includes proactive engagement with local labor markets, ongoing relationships with educational institutions, trade associations, civic and government organizations, and active participation in job fairs and community programs to ensure comprehensive candidate outreach and support for public staffing needs.

Regarding availability for in-person collaboration, Spherion maintains a network of offices and Spherion franchises throughout the US, including coverage aligned to clients' locations and shifts. We provide in-house program management and delivery services at additional client sites, with hours of operation and coverage tailored to those locations. Our normal business hours are 8:00 a.m. to 5:00 p.m., local time, with key personnel accessible for emergency and after-hours support as needed.

**5. The same information must be provided for any associate firm or sub-consultant.**

Spherion maintains a stringent supplier and subcontractor qualification process applicable to all associate firms and sub-consultants. This process includes identification of qualified and certified diverse vendors registered with national certifying agencies, assessment of suppliers' core competencies, skill sets, and supported locations. A dedicated Third Party Vendor compliance group reviews documents confirming business entity registration, diverse/small business classification(s), financial stability, insurance coverages, compliance with applicable statutes, and ability to meet Spherion's Global Supplier Code standards. We also confirm that suppliers have not received adverse judgments or sanctions. Supplier engagement status and key data points are managed in a supplier repository.

All qualified business enterprises, including associate firms and sub-consultants, are given a fair and equal opportunity to participate in our purchasing process. Once registered and approved, these entities may be invited to participate as subcontractors in specific engagements or client programs, agreeing to client terms, performance standards, and pricing. We thoroughly review each client's requirements with engaged suppliers to ensure clear understanding of responsibilities. Subcontractors are held to the same level of procedural scrutiny and compliance as Spherion, including regular audits (on-site and remote) of records such as hiring checklists, background check/drug screen results, payroll, and billing records. Our agreements affirm the right to request and receive records in a timely manner, and this information can be shared with clients as needed.

We provide mentoring and coaching to all subcontractors, including associate firms and sub-consultants, to ensure quality, performance, and efficiency. This includes sharing best practices, supporting resource quality, risk mitigation, and regulatory compliance. Information sessions and forums are conducted to help suppliers understand how to do

business with Spherion and our customers, including access to executive and business development teams.

Routine audits of both internal operations and suppliers/sub-consultants validate operational efficacy, compliance with legal and contractual requirements, and program accuracy.

Contractual compliance is enforced through business systems with a compliance module accommodating client-specific terms, workflows, and service levels. Program deviations require client confirmation and are tracked for audit purposes.

Spend and performance of all subcontracted suppliers, including associate firms and sub-consultants, are tracked in our financial systems. Program performance and compliance are verified through ongoing monitoring, statistical sampling, and customer satisfaction feedback, with reviews conducted at least quarterly. We also proactively and upon client request audit subcontractors for compliance with screening, onboarding, bill rates, mark-ups, and statutory and contractual obligations, including recurring and post-hire audits as needed.

## TAB B Rates and Expenses

1. Attachments B, C, and D must be fully completed and included in proposal submissions.

We have completed Attachments B-D and provided them as part of our proposal.

2. Provide a percentage mark-up for each temporary position listed in Attachment B.

We have provided our proposed mark-ups in the rate card provided by the City, and submitted it with our response.

3. Responses shall indicate if fees and/or waiting periods are waived for temporary to permanent employment. If "No", specify fees in Attachment C and include the policy for temporary to permanent employment conversion and indicate the waiting period for a temporary employee to become eligible for permanent placement. (i.e. after (X) number of hours worked or (X) number of work days after temporary placement)

Fees are not waived for temporary to permanent employment conversions. Spherion's temporary-to-hire program includes a buyout clause in all contracts, with conversion fees based on a sliding schedule that considers the assignment tenure with your organization.

The conversion fee schedule has been outlined as follows:

0 – 200 hours: 15%  
201 - 400 hours: 10%  
401 – 520 hours: 5%  
521+ hours: no fee

There is no stated waiting period for a temporary employee to become eligible for permanent placement; the conversion fee applies based on the number of hours worked prior to conversion. For more details, refer to the fee schedule above.

4. Provide a one-time fee per direct hire to be paid upon successful placement in Attachment D

Spherion proposes a direct hire fee of 20% of the employee's first-year annual compensation.

5. The actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized.

Spherion understands and agrees.

## ATTACHMENT B

### Temporary Services Position Categories and Rates

Temporary Categories/Positions	Pay Rate		Bill Rate		Overtime Bill Rate		% Mark-up
	Min/Hr	Max/Hr	Min/Hr	Max/Hr	Max/Hr	Max/Hr	
<b>Clerical / Clerk Levels: I, II, and III</b>							
MAIL CLERK	\$14.00	\$16.00	\$19.95	\$22.80	\$21.00	\$24.00	42.50%
CUSTOMER SERVICE REP	\$14.00	\$16.00	\$19.95	\$22.80	\$21.00	\$24.00	42.50%
DEPUTY COURT CLERK	\$14.00	\$16.00	\$19.95	\$22.80	\$21.00	\$24.00	42.50%
CUSTOMER SVC REP/PERMIT TECH	\$14.00	\$16.00	\$19.95	\$22.80	\$21.00	\$24.00	42.50%
STAFF ASSISTANT	\$14.00	\$16.00	\$19.95	\$22.80	\$21.00	\$24.00	42.50%
<b>Administrative Levels: I, II, and III</b>							
COMM DISPATCH ASST (POLICE)	\$16.00	\$19.00	\$22.80	\$27.80	\$24.00	\$28.50	42.50%
RECORDS TECHNICIAN	\$15.00	\$17.00	\$21.38	\$24.23	\$22.50	\$25.50	42.50%
ACCT CUSTOMER SERVICE REP.	\$14.00	\$16.00	\$19.95	\$22.80	\$21.00	\$24.00	42.50%
ACCOUNTING ASSISTANT	\$16.00	\$20.00	\$22.80	\$28.50	\$24.00	\$30.00	42.50%
PAYROLL ASSISTANT	\$15.00	\$18.00	\$21.38	\$25.65	\$22.50	\$27.00	42.50%
FINANCE SUPPORT SPECIALIST	\$16.00	\$20.00	\$22.80	\$28.50	\$24.00	\$30.00	42.50%
<b>Professional / Special Projects Levels: TBD</b>							
PROFESSIONAL/PROJECT SERVICES	\$20.00	\$50.00	\$28.50	\$71.25	\$28.50	\$75.00	42.50%
<b>Professional Services Levels: TBD</b>							
PROFESSIONAL/PROJECT SERVICES	TBD	TBD	TBD	TBD	TBD	TBD	42.50%

## ATTACHMENT C

### Temporary Employee Conversion Fee Schedule

The conversion fees below, unless waived, will be paid upon the conversion of a temporary employee from the Contractor's employment to the City's employment. The conversion fee is calculated on the total annual compensation the candidate is offered when converted from Contractor's payroll.

#### Hours Worked by Employee on Contractor's Payroll Conversion Fee

Hours Worked on Assignment	Conversion Fee
1-200 hours	15%
201-399 hours	10%
400-520 hours	5%
>520 hours	no fee

## ATTACHMENT D

### Direct Hire Placement Fee Schedule

Direct hire fees are on a contingency basis. Direct hire fees are payable if the City engages a direct hire candidate, who has been referred directly or indirectly through Contractor's efforts, for any position within one (1) year of the City's acceptance of such candidate's resume and/or its interview of such candidate (a "direct hire placement"). Direct hire fees are based on realistic total first-year earnings of the direct hire placement, which may include bonuses, incentives, commissions, etc., in accordance with the schedule below:

<b>Annual Earnings</b>	<b>Placement Fee</b>
\$0-\$49,999	20% of first-year annual compensation
\$50,000-\$79,999	20% of first-year annual compensation
\$80,000+	20% of first-year annual compensation

## TAB C Methodology (including technical approach and understanding of the scope of the project)

1. Proposals must include a narrative description of the Firms' plan for accomplishing the work and services to be provided to the City. Plan shall include methods used for testing/training, drug testing and background checks. For direct hire placement services, the plan shall include the techniques, approaches, and recruitment strategies to be used in identifying, screening and placing qualified candidates in full-time roles.

Spherion's plan for accomplishing work and services for the City includes a structured and comprehensive approach to testing, training, drug testing, background checks, and direct hire placement services as follows:

Testing, Training, and Screening:

- We proactively meet with City hiring managers and representatives to confirm or construct job profile criteria, capabilities, experience, and screening requirements for each role in scope.
- Candidates are sourced using our proprietary 27 million-candidate database and high-capacity recruiting conduits, supported by technology and validated by senior recruiters.
- Pre-qualification includes preliminary assessments of availability, fit, and job requirements. Our technology enables efficient scheduling of further interviews and assessments.
- Candidates meeting pre-qualification criteria are interviewed, typically via video, with a focus on job requirements, employment history, responsibilities, credentials, and applied skills. Soft skills such as communication, interpersonal ability, and work style preferences are explored in-depth.
- For office professionals, we offer a broad range of tests including computer competency, office software familiarity, communications skills (spelling, grammar, verbal/language), and administrative skills (speed and accuracy). For call center roles, audio-based assessments measure customer service attitude, data entry, listening, spelling, call center environment skills, and language competencies using AI-based adaptive testing as needed.
- For senior roles, credentials are verified through third-party agencies, and professional references are required. Additional SME interviews may be conducted for mid- and senior-level positions.

Drug Testing and Background Checks:

- Spherion facilitates legally compliant, job-pertinent background checks and controlled substance testing per client requirements.
- Candidates are informed of these requirements in job postings and screenings, provide written authorization, and results are released to Spherion as employer/contingent employer.
- Background checks are performed by credentialed national providers or as specified by the client. Checks may include prior employment verification, criminal records, national wants & warrants, sanctions, sex offender registry, motor vehicle citations, workers compensation history, credit reports, fingerprinting, civil records, education, and professional license verification.
- Results of criminal background checks are typically available within 24 to 72 hours.
- Drug screening is available in both inhouse (saliva or urinalysis) and lab-based (urinalysis or hair follicle) formats, with negative results available same day (inhouse) or

within 24 to 48 hours (lab-based). Positive results are reviewed by a Medical Review Officer (MRO) and reported within 2 to 5 business days. Candidates with confirmed positive results are not permitted to begin assignments and future eligibility is governed by Spherion's Drug-Free Workplace Policy.

- Our drug-free workplace policy applies to all talent and includes pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing as permitted by law and client requirements.

#### Direct Hire Placement Services—Techniques, Approaches, and Recruitment Strategies:

- We utilize a “human-centric” approach supported by advanced technology and data. Role requirements are fed into our matching engine to build a preliminary candidate slate, which is then validated by recruiters.
- Candidate interviews are conducted to review qualifications, experience, and alignment with the City's requirements. For roles requiring certifications or licenses, we verify credentials and obtain professional references.
- Candidates are presented for City approval only after meeting our rigorous screening standards, accepting the opportunity, and successfully completing all background and drug screening requirements.
- For all placements, we validate authorization to work in the US via E-Verify, using electronic I-9 processes integrated with ADP and the US Citizenship and Immigration Services E-Verify program. This ensures compliance with all applicable regulations and provides real-time tracking and reporting of work authorization status.

Our comprehensive approach ensures that only qualified, thoroughly screened, and properly authorized candidates are presented for full-time roles, supporting the City's objectives for quality, compliance, and operational excellence.

**2. Proposals must indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.**

As an incumbent service provider to the City, Spherion already has the infrastructure in place to continue supporting your staff augmentation program without delay or disruption. As we expand our partnership with the City, Spherion demonstrates a clear understanding of the scope of work for this engagement and provides a detailed project plan encompassing major tasks, responsibilities, time frames, and staff assignments for each category as outlined below:

- Project Initiation and Discovery
- Spherion's implementation team, led by experienced Implementation Directors and Managers, will initiate a Discovery process with The City's hiring managers to identify service levels, performance requirements, goals, procurement-related processes, technology requirements, skill sets, and corporate culture. Key staff assigned: Implementation Director, Implementation Manager, Account Manager.
- Time frame: Project kickoff and Discovery phase begin immediately upon contract award and typically last 1-2 weeks.
- Communication and Change Management
- A communications plan is collaboratively developed and approved with The City, coordinating messaging, mediums, and timing for all stakeholders. Executive sponsorship from The City leadership is essential. Key staff assigned: Implementation Manager, Communications Lead, The City Sponsor.
- Time frame: Communications planning and stakeholder engagement run concurrently with the Discovery phase and continue through implementation.
- Program Design and Planning

- Spherion's team develops a Statement of Work (SOW), maintains and audits the project plan, facilitates weekly status meetings, conducts data collection and analytics, configures business flow, and develops the integration strategy. Key staff assigned: Implementation Manager, Project Coordinator, Data Analyst, Technical SME, Account Manager.
- Time frame: 2-3 weeks following Discovery phase.
- Talent Transition
- Spherion executes a five-step talent transition protocol:

Step 1: Communicate with The City hiring managers to understand staffing needs and outline transition roles and responsibilities.

Step 2: Coordinate transition meetings with current service providers and begin transitioning orders to Spherion.

Step 3: Conduct information sessions with existing talent positions and service providers, facilitating seamless registration and transition for temporary workers.

Step 4: Monitor the transition process, recruit as necessary, and perform pre-screening, administrative paperwork, and onboarding.

Step 5: Achieve steady-state, with Spherion managing performance and payroll of transitioned contingent workers.

- Key staff assigned: Implementation Manager, Account Manager, Recruiters, Onboarding Specialist.
- Time frame: Transition activities are typically completed within 30 days of notification to current service providers.
- Training and Documentation
- Spherion schedules and delivers appropriate training, transitions incumbent talent, and equips all stakeholders with program documentation prior to Go-Live. Key staff assigned: Training Lead, Implementation Manager, Account Manager.
- Time frame: Training and documentation are finalized in the final week before Go-Live.
- Ongoing Program Management and Continuous Improvement
- Weekly status meetings are held with key stakeholders during implementation. Performance is monitored through regular meetings, reporting on key metrics, and soliciting feedback from The City stakeholders. After Go-Live, Spherion conducts evaluation meetings at six-month and one-year intervals to review goals and progress.
- Key staff assigned: Account Manager, Program Sponsor, Implementation Manager, Data Analyst.
- Time frame: Ongoing after program launch, with specific evaluation milestones at 6 and 12 months.

This structured approach ensures clear task ownership, defined time frames, and dedicated staff for each phase of the engagement, supporting a smooth transition and ongoing operational success for The City.

**3. Proposals shall clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.**

Spherion's duties and responsibilities include:

- Defining all aspects of service delivery in collaboration with The City, including specifications, order management and fulfillment mechanisms, contractual obligations, and performance standards (SLO/SLA/KPI).
- Validating and confirming skill requirements and job-pertinent attributes for roles within the program scope.

- Configuring CRM/ATS tools to capture and measure performance data.
- Enforcing statutory and contractual compliance through business systems and compliance modules.
- Conducting routine audits of operations and suppliers to ensure compliance with legal/statutory requirements, corporate policies, and client contracts.
- Facilitating and supporting client-initiated audits for screening, onboarding, and billing compliance.
- Soliciting and tracking qualitative feedback from The City's key constituencies.
- Conducting regularly scheduled strategic meetings to review performance metrics and customer satisfaction.
- Accommodating The City's cost accounting and remittance preferences, and providing access to pertinent records and artifacts of program delivery.

The City's duties and responsibilities include:

- Active involvement of key personnel in the implementation process, such as participation in a project steering committee.
- Designating a key individual as a "Sponsor" to support communication and information flow between Spherion and The City.
- Providing sufficient accommodations for on-site management activities (internet and telephone connectivity, workstation space, meeting areas, and access to office equipment).
- Granting management access for discovery processes and meetings with key departmental and location management.
- Communicating complete job descriptions, including critical success factors for each position.
- Supporting communication of the partnership decision to all relevant audiences (temporary employees, management, current vendors).
- Maintaining senior management support for the partnership, especially during initial implementation stages.

## TAB D References

1. Provide references from three (3) successful service engagements within the past five (5) years, including the name of the entity, address, contact name, email address, phone number and duration of service. Preference is given to references from municipalities, counties, state agencies, or other governmental entities. References from nongovernmental clients where services comparable in size and scope have been performed may be submitted and will be considered.

Spherion's reference policy respects the confidentiality of our clients and limits the potential for inconvenience that may result from unscheduled reference calls. In consideration of our clients' preferences, we respectfully request that you allow us to facilitate scheduling reference contacts through Spherion's Account Manager, Katherine Kleemann, at 979.571.8604 or via email at [katherinekleemann@spherion.com](mailto:katherinekleemann@spherion.com).

<b>Company name</b>	Texas A&M University
<b>Contact person</b>	Adam Davidson, Executive Director, Employee Services
<b>Address</b>	Mail Stop 1116 College Station, TX 77840-7896
<b>Telephone</b>	979.458.6174
<b>Fax number</b>	979.458.6168
<b>E-mail address</b>	<a href="mailto:adavidson@tamus.edu">adavidson@tamus.edu</a>

<b>Company name</b>	Matica Biotechnology Inc.
<b>Contact person</b>	Donna Andrela, Director, Human Resources
<b>Address</b>	2501 Earl Rudder Fwy S., Suite 600 College Station, TX 77845
<b>Telephone</b>	979.587.2088
<b>E-mail address</b>	<a href="mailto:donna.andrela@maticabio.com">donna.andrela@maticabio.com</a>

<b>Company name</b>	FUJIFILM Life Sciences Biotechnologies Texas
<b>Contact person</b>	Jocelyn Lyons, Sr. Talent Acquisition Specialist
<b>Address</b>	3940 Fujifilm Way College Station, TX 77845
<b>Telephone</b>	979.253.5760
<b>Cell number</b>	206.963.6931
<b>E-mail address</b>	<a href="mailto:jocelyn.lyons@fujifilm.com">jocelyn.lyons@fujifilm.com</a>

Please contact Katherine Kleemann for coordination of reference checks and to ensure compliance with client confidentiality requirements.

## TAB E Proposal Certification and Addenda

1. Proposals must include a fully completed Certification form. Proposals lacking the Certification form may be considered non-responsive and may be rejected. Acknowledge all addendums (if any) on the Certification form.

We have provided the Certification Form and provided it as a separate attachment.



***LET'S GET  
TO WORK.***



**SPHERION™**  
STAFFING & RECRUITING

**EXHIBIT "F"**  
**Contractor's Certificate(s) of Insurance**





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> MARSH USA, LLC.		<b>NAMED INSURED</b> Spherion Staffing, LLC c/o Risk Management 3625 Cumberland Blvd., Ste. 600 Atlanta, GA 30339	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Symbol 10 Covered Autos defined as follows: Any Auto except those that are registered with the U.S. Department of Transportation (U.S. D.O.T.).

Named Insured List:

- Randstad North America, Inc.
- Randstad Professionals US, LLC
- Randstad HR Solutions of Delaware, LLC
- Randstad Engineering
- Randstad Healthcare
- Randstad Life Sciences
- Randstad Sourceright
- Randstad Federal LLC
- Randstad Technologies, LLC
- Randstad Digital LLC
- Randstad RiseSmart, Inc.
- Randstad General Partner US LLC
- Randstad US LLC
- Randstad MWW Solutions Inc.
- Celerity IT LLC
- Pareto Law LLC
- Spherion Staffing, LLC
- Secure Pros
- Tatum
- Torc, LLC

Crime  
 Policy #: P00100020901207  
 Carrier: Axis Insurance Company  
 Effective & Expiration Date: 10/01/2025 - 10/01/2026  
 Each Occurrence: \$1,000,000  
 Aggregate: \$1,000,000



# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300159 PROJECT #: N/A BID/RFP/RFQ#: 25-068

Project Name / Contract Description: Temporary Staffing Services

Name of Contractor: The Reserves Network, Inc.

CONTRACT TOTAL VALUE: \$ 100,000.00 Grant Funded Yes  No   
If yes, what is the grant number:

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

NEW CONTRACT  RENEWAL # \_\_\_\_\_  CHANGE ORDER # \_\_\_\_\_  OTHER \_\_\_\_\_

**BUDGETARY AND FINANCIAL INFORMATION** (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)  
In September 2025, received thirty-seven (37) proposals in response to RFP 25-068 for temporary staffing services. After the evaluation and interview process, The Reserves Network, Inc. was selected as one of two highest-ranked firms offering the best value. The Contract Total Value referenced herein represents the projected maximum annual expenditure based on anticipated service needs. It is not a guaranteed payment amount and does not constitute a commitment by the City to expend the full amount. Funding is available in various departmental and project budgets.

(If required)\*  
CRC Approval Date\*: N/A Council Approval Date\*: 1/22/2026 Agenda Item No\*: \_\_\_\_\_

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

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

### SIGNATURES RECOMMENDING APPROVAL

Alison Pond 12/29/2025  
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

[Signature] 12/30/2025  
ASST CITY MGR – CFO DATE

John A. Haislet 12/30/2025  
LEGAL DEPARTMENT DATE

### APPROVED & EXECUTED

\_\_\_\_\_  
CITY MANAGER DATE

N/A \_\_\_\_\_  
MAYOR (if applicable) DATE

N/A \_\_\_\_\_  
CITY SECRETARY (if applicable) DATE

**CITY OF COLLEGE STATION  
TEMPORARY SERVICES AGREEMENT**

This Temporary Services Agreement is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”), and **The Reserves Network, LLC** (the “Contractor” or “Vendor” or “Agency”), collectively known as the (“Parties”), for the provision of temporary services by Contractor to the City, as described herein.

**AGREEMENT**

1. Effective Date. This Agreement shall be effective as of the date of the last signature that makes the Agreement fully executed and shall continue for a period of one (1) year.
2. Term. The Agreement may be renewed for up to four (4) additional one (1) year terms, one (1) year at a time, by mutual written agreement of the Parties.
3. As-Needed. This document is not considered an order to deliver services. Individual orders and/or requests for services as a result of this Agreement shall be requested by the City, in writing, on an as-needed basis.
4. Contract Documents. The Contractor shall provide the services as designated in the specifications, terms and conditions as stated in this Agreement, the Fee Schedules attached as Exhibits “A”, “B”, and “C”, the “Request for Proposal for Temporary Staffing Services” RFP #25-068, attached as Exhibit “D”, Contractor’s Proposal Response, attached as Exhibit “E”, and Contractor’s certificate(s) of insurance, attached as Exhibit “F”. All such described items shall be known as the “Contract Documents” and are made a part hereof and collectively evidence and constitute this Temporary Services Agreement.
5. Contract Document Priority. If a conflict shall arise between the documents that comprise the Contract Documents, such conflict shall be resolved in the following order, with the first listed document having priority over subsequent documents:
  - I. Temporary Services Agreement
  - II. Exhibit A – Temporary Services Position Categories and Rates
  - III. Exhibit B – Temporary Employee Conversion Fee Schedule
  - IV. Exhibit C – Direct Hire Placement Fee Schedule
  - V. Exhibit D – Request for Proposal for Temporary Staffing Services #RFP 25-068,
  - VI. Exhibit E – Contractor’s Proposal Response
6. Parties. The parties to this Agreement are the City and Contractor. All Contract Document references to “City of College Station” shall be interpreted and construed to mean the City, as applicable.
7. Payment Terms. Payment shall be made within thirty (30) days after invoice date. Contractor shall submit a weekly itemized invoice referencing the Temporary Services

Contract number and any departmental issued purchase order number(s). The City will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of a valid invoice and an uncontested invoice.

8. Changes. Any changes to this Agreement shall be made in writing and signed by both Parties.
9. **Indemnification**. EXCEPT TO THE EXTENT OF THE INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR (THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (THE "INDEMNIFIED PARTY") FROM AND AGAINST ALL CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES OR PENALTIES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS (COLLECTIVELY "LIABILITIES"), ATTRIBUTABLE TO BODILY INJURY OR PROPERTY DAMAGE, ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF THE INDEMNIFYING PARTY. CITY AND CONTRACTOR AGREE: (A) TO NOTIFY EACH OTHER IN WRITING OF ANY ASSERTED CLAIM WITHIN TEN (10) DAYS OF EITHER DISCOVERY OF THE OCCURRENCE UPON WHICH THE CLAIM MAY BE BASED OR LEARNING OF THE CLAIM, WHICHEVER OCCURS FIRST, (B) TO PERMIT THE INDEMNIFYING PARTY TO DEFEND THE CLAIM, AND (C) TO COOPERATE FULLY IN ANY INVESTIGATION, DEFENSE OR SETTLEMENT NEGOTIATIONS. PURSUANT TO THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE PARTIES EXPRESSLY AGREE THAT THE CITY IS NOT INDEMNIFYING THE CONTRACTOR.
10. **Limitation of Liability**. UNDER THIS AGREEMENT, CONTRACTOR'S MAXIMUM TOTAL LIABILITY FOR ANY CLAIM NOT COVERED BY INSURANCE POLICIES AS REFERENCED IN EXHIBIT F WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AGGREGATE FEES PAID BY CITY TO CONTRACTOR (NET OF DEMONSTRABLE PAYROLL COSTS) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT UPON WHICH THE CLAIM IS BASED. TO THE EXTENT ALLOWED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES THAT ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF HOW CHARACTERIZED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. Insurance. 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. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "F"**.

The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insured. More specifically, the following shall be required. During the term of this Agreement, Contractor's insurance policies shall meet the minimum requirements of this section.

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

- (a) Commercial General Liability;
- (b) Business Automobile Liability;
- (c) Workers' Compensation/Employer's Liability; and
- (d) Employee Dishonesty Coverage.

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit "F"**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only 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, cancelled, non-renewed or reduced in limits of liability before thirty (30) days' written notice has been given to the City.

**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 an Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); Host Liquor Liability; and Personal & Advertising Liability.

**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 regarding 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.

**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”.

**Employee Dishonesty Coverage.** The following Employee Dishonesty Coverage requirements shall apply:

- (a) Contractor shall provide Employee Dishonesty Coverage with policy limits of \$1,000,000.00.
- (b) Employee Dishonesty Coverage shall indemnify the City against loss caused by a fraudulent or dishonest act of the Contractor’s officers and/or employees holding positions of fiduciary trust.

12. Tax Exempt. The City is exempt from all Federal, State, and local taxes.

13. Billing and Notice Addresses.

<b>CONTRACTOR:</b>	<b>CITY OF COLLEGE STATION:</b>
The Reserves Network, Inc. Attn: Laura Bowen, Chief Operating Officer 5424 Katy Freeway Houston, TX 77007 (713) 590-2987	City of College Station Accounting Division P.O. Box 9973 College Station, TX 77842-9973 (979) 764-3555

14. Mark-Up Percentages. All mark-up percentages are to be held firm for the entire Agreement, including any renewals, except as otherwise provided. Each category of mark-up percentages and initial rates are included in Exhibit “A”.

15. Pay Rate. The pay rate listed in Exhibit “A” of this Agreement is the pay rate that shall be paid to the Contractor’s temporary employee and shall be fixed. The Contractor shall charge the City the established pay rate plus the Contractor’s percentage mark-up, which is indicated in each category. The percentage markup shall include all associated costs of insurance, taxes, overhead, profit and bonding, if required and so identified. The established pay rate listed in Exhibit “A” shall remain fixed unless a pay rate change occurs. The City will be responsible for notifying the Contractor of the pay rate change. Please note the pay rate may change but the percentage mark-up will remain fixed, unless adjusted by any Federal or State Government mandated increases. For clarification, these are any Federal and State government mandated increases. All requests for price changes shall be submitted to the City in writing with appropriate supporting documentation at least ninety (90) days prior to implementation in the agreement for each fiscal year. The City’s fiscal year begins on October 1.
16. No Overtime. No overtime shall be worked unless prior written approval is provided by City. Any overtime approvals will be on case-by-case basis and will be temporary in nature.
17. Overtime Pricing. If provided in a category, overtime pricing shall be defined as time and a half plus the Contractor’s percentage of mark-up. Time and a half is the minimum wage listed in Exhibit “A” plus half the wage rate.
18. City’s Right to Hire. The City reserves the right to hire furnished temporary employee(s) in accordance with the temporary employee conversion fee schedule listed in Exhibit “B”. The conversion fee shall be based on the number of hours the temporary employee has worked during the temporary assignment.
19. Direct Hire Service. The City may request assistance in locating a candidate for direct hire into a permanent position without hours worked in a temporary assignment. The direct hire placement fee shall be in accordance with the schedule listed in Exhibit “C”.
  - I. The Contractor shall conduct initial screening activities based upon the City’s hiring criteria for the positions. The Contractor shall then refer to the City the candidates who meet the established criteria. The City shall be solely responsible for making selection decisions with respect to any candidates referred to by the Contractor. The City shall notify the Contractor immediately in writing upon the acceptance of the City’s offer by a candidate and the candidate’s start date.
  - II. If the City or the direct hire placement terminates the employment relationship for any reason during the first ninety (90) calendar days, a replacement for the direct hire placement (a “replacement”) shall be provided for the original position at no additional fee, provided that the position remains unchanged in terms of job responsibilities, location, and compensation. This replacement guarantee is void if: (a) termination is the result of the City’s material change in the original position duties, (b) termination is the result of the City’s misrepresentation of compensation

to be paid for the position, (c) termination is the result of the City's change of the geographic location of the position, or (d) termination is the result of the City's actual or alleged failure to comply with its legal employment obligations.

- 20.** Laws and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that venue, performance, and all matters related thereto shall be in Brazos County, Texas.

*Signature page to follow.*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed by its duly authorized officer.

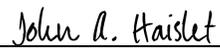
**THE RESERVES NETWORK, INC.**

By:   
Printed Name: Laura Bowen  
Title: Chief Operating Officer  
Date: 12/29/2025

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

APPROVED:

  
City Attorney  
Date: 12/30/2025

  
Assistant City Manager/CFO  
Date: 12/30/2025

**List of Exhibits:**

- Exhibit A – Temporary Services Position Categories and Rates
- Exhibit B – Temporary Employee Conversion Fee Schedule
- Exhibit C – Direct Hire Placement Fee Schedule
- Exhibit D – Request for Proposal for Temporary Staffing Services RFP #25-068
- Exhibit E – Contractor’s Proposal Response
- Exhibit F – Contractor’s Certificate of Insurance

**EXHIBIT "A"**  
**Temporary Services Position Categories and Rates**

**EXHIBIT A**  
**Temporary Services Position Categories and Rates**

Temporary Categories/Positions	Pay Rate		Bill Rate		Overtime Bill Rate		% Mark-up
	Min/Hr	Max/Hr	Min/Hr	Max/Hr	Max/Hr	Max/Hr	
<b>Clerical / Clerk Levels: I, II, and III</b>							
MAIL CLERK	\$14.00	\$16.00	\$17.78	\$20.32	\$26.67	\$30.48	27.00%
CUSTOMER SERVICE REPRESENTATIV	\$14.00	\$16.00	\$17.78	\$20.32	\$26.67	\$30.48	27.00%
DEPUTY COURT CLERK	\$14.00	\$16.00	\$17.78	\$20.32	\$26.67	\$30.48	27.00%
CUSTOMER SVC REP/PERMIT TECH	\$14.00	\$16.00	\$17.78	\$20.32	\$26.67	\$30.48	27.00%
STAFF ASSISTANT	\$14.00	\$16.00	\$17.78	\$20.32	\$26.67	\$30.48	27.00%
<b>Administrative Levels: I, II, and III</b>							
COMM DISPATCH ASST (POLICE)	\$16.00	\$19.00	\$20.32	\$24.13	\$30.48	\$36.20	27.00%
RECORDS TECHNICIAN	\$15.00	\$17.00	\$19.05	\$21.59	\$28.58	\$32.39	27.00%
ACCT CUSTOMER SERVICE REP.	\$14.00	\$16.00	\$17.78	\$20.32	\$26.67	\$30.48	27.00%
ACCOUNTING ASSISTANT	\$16.00	\$20.00	\$20.32	\$25.40	\$30.48	\$38.10	27.00%
PAYROLL ASSISTANT	\$15.00	\$18.00	\$19.05	\$22.86	\$28.58	\$34.29	27.00%
FINANCE SUPPORT SPECIALIST	\$16.00	\$20.00	\$20.32	\$25.40	\$30.48	\$38.10	27.00%
<b>Professional / Special Projects Levels: TBD</b>							
PROFESSIONAL/PROJECT SERVICES	\$20.00	\$50.00	\$25.40	\$63.50	\$38.10	\$95.25	27.00%
<b>Professional Services Levels: TBD</b>							
PROFESSIONAL/PROJECT SERVICES	TBD	TBD	TBD	TBD	TBD	TBD	TBD

## EXIBIT B

### Temporary Employee Conversion Fee Schedule

The conversion fees below, unless waived, will be paid upon the conversion of a temporary employee from the Contractor's employment to the City's employment. The conversion fee is calculated on the total annual compensation the candidate is offered when converted from Contractor's payroll.

#### Hours Worked by Employee on Contractor's Payroll Conversion Fee

Hours Worked on Assignment	Conversion Fee
1-200 hours	\$2,000
201-399 hours	\$1,500
400-520 hours	\$1,000
>520 hours	No Fee

- TRN will waive conversion fees at designated tiers to support the City's goal of retaining quality staff as permanent employees.
- Conversion fees, if applicable, are flat fees based on the number of hours the candidate has worked on assignment at the time of conversion.
- Conversion policies are designed to provide flexibility while encouraging long-term workforce stability for the City.

**TRN supports the City's goal of long-term workforce stability by offering flexible conversion policies, including fee waivers at designated tiers.**

## EXHIBIT C

### Direct Hire Placement Fee Schedule

Direct hire fees are on a contingency basis. Direct hire fees are payable if the City engages a direct hire candidate, who has been referred directly or indirectly through Contractor's efforts, for any position within one (1) year of the City's acceptance of such candidate's resume and/or its interview of such candidate (a "direct hire placement"). Direct hire fees are based on realistic total first-year earnings of the direct hire placement, which may include bonuses, incentives, commissions, etc., in accordance with the schedule below:

Annual Earnings	Placement Fee
\$0-\$49,999	18%
\$50,000-\$79,999	18%
\$80,000+	18%

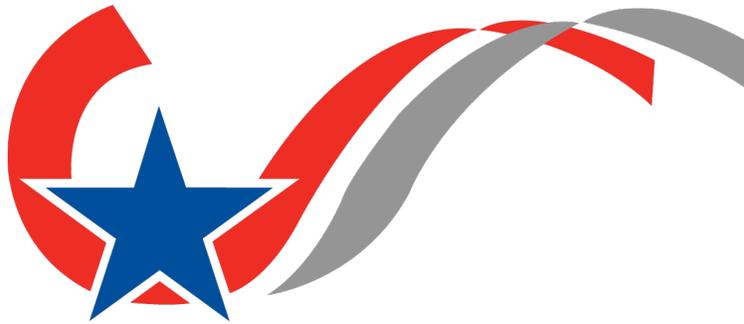
- Direct hire fees are expressed as a percentage of first-year annual compensation (including base pay and anticipated incentives).
- TRN provides a 90-day replacement guarantee: if a direct hire leaves during the first 90 days, TRN will provide a replacement at no additional fee.
- All direct hire placements are fully supported with background checks, drug testing, and preemployment assessments prior to referral.

**TRN provides percentage-based direct hire fees with a 90-day guarantee, ensuring risk-free permanent hiring and added value for the City.**

**EXHIBIT “D”**  
**Request for Proposal for Temporary Staffing Services**  
**RFP #25-068**

# REQUEST FOR PROPOSAL

## TEMPORARY STAFFING SERVICES



CITY OF COLLEGE STATION

*Home of Texas A&M University®*

**RFP NO. 25-068**

**DUE DATE: September 24, 2025**

**@ 2:00 P.M. CT**

**CITY OF COLLEGE STATION, TEXAS**

**Purchasing Division (3<sup>rd</sup> Floor)**

**1101 Texas Ave.**

**College Station, Texas 77840**

**[www.cstx.gov](http://www.cstx.gov)**

[Introduction](#)

[Definitions, Terms and Conditions](#)

[Special Provisions](#)

[Scope of Work](#)

[Format Requirements](#)

[Evaluation Factors](#)

[Certification](#)

[Job Categories](#)

Attachment A

[Rate Schedule](#)

Attachment B

[Temporary Employee Conversion Fee Schedule](#)

Attachment C

[Direct Hire Placement Fee Schedule](#)

Attachment D

[Standard Form of Agreement Contract](#)

Exhibit A

**INTRODUCTION**

The City of College Station is soliciting Proposal(s) (RFP’s) from agencies who are interested and qualified to provide temporary staffing services to City departments on an as-needed basis.

It is the intent of the City of College Station to select one or more agencies to accomplish all the services outlined in this Request for Proposals. The City reserves the right to award a primary contract and secondary contracts in an effort to ensure all of the City’s temporary staffing needs are met in a timely manner.

Electronic response packages, in the format prescribed herein, shall be uploaded to [Brazos Valley e-Marketplace](#) (“**Bidding Portal**”) until 2:00 p.m. CT on September 24, 2025 after which time the names of responding firms will be read aloud at City Hall – Purchasing Division. Subsequently, a list of responding firms will be posted to the **Bidding Portal**. Proposals received after the specified submission deadline will not be accepted. Click [here](#) for an online response tutorial.

In order to ensure a fair and objective evaluation, all questions and inquiries related to this Request for Proposal shall be addressed **in writing** via the Q&A feature available through the **Bidding Portal**. The deadline for written questions is 2:00 p.m. CT on September 16, 2025.

NOTE: Solicitation opportunities are posted on the [Brazos Valley e-Marketplace](#) (“**Bidding Portal**”). Some solicitations, but not all, are conducive to receipt of response packages via the Bidding Portal. Uploaded responses are encrypted and remain effectively locked until the due date and time. To download solicitation documents, upload proposals and to submit questions online, vendors must be registered with the **Bidding Portal**. To register, please visit the Brazos Valley e-Marketplace website and click on **Supplier Registration**. (Please note that the City of College Station is not responsible for high internet traffic/demand at or near the time the response packages are due and that firms submitting their response package during peak traffic times risk their submittal not being received by the due date and time.

**Schedule of Important Dates**

The tentative schedule for this Request for Proposal is as follows:

Release RFP to Vendors/Advertising Begins .....	August 25, 2025
Deadline for Questions and Inquiries .....	September 16, 2025 @ 2:00 p.m.
Proposal Submission Deadline .....	September 24, 2025 @ 2:00 p.m.
Contract Evaluations/Negotiations .....	September/October 2025
Earliest Award by City.....	October 2025

## DEFINITIONS, TERMS AND CONDITIONS

### **Definitions**

In order to simplify the language throughout this request for qualification, the following definitions shall apply:

***BRAZOS VALLEY E-MARKETPLACE*** – Same as Bidding Portal.

***CITY OF COLLEGE STATION*** – Same as City.

***CITY COUNCIL*** – The elected officials of the City of College Station, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

***CONTRACT*** – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity and/or service specified.

***CITY*** – The government of the City of College Station, Texas.

***FIRM*** – The successful Offeror of this request.

***NO-CONTACT PERIOD*** – The period of time from the date a Request for Proposals (RFP) is issued until a contract is executed. If the City withdraws the RFP or rejects all proposals with the stated intention to reissue the same or a similar RFP for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.

***OFFEROR*** – A vendor who submits a Proposal directly to the City.

***RFP*** – Request for Proposal

### **Electronic Documents**

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

### **Receipt of Proposals**

Proposals must be received by the Purchasing Division prior to the firm submission deadline to be accepted. Please do not wait until the last minute to upload electronic proposals to the [Bidding Portal](#). Please allow no less than one (1) hour before the submission deadline to begin the upload process. Proposals not submitted by the time the bidding portal officially closes this RFP will not be accepted by any other means.

### **Addenda**

If it becomes necessary to revise any part of this RFP, a written addendum will be posted on the Bidding Portal. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Offerors in written addendum form. It shall be the sole responsibility of the Offeror to verify issuance of any addenda and to check all avenues of document availability prior to the specified submission deadline. Offeror shall acknowledge receipt of all addenda in accordance with the RFP requirements.

### **Offeror Conduct**

To ensure a fair, equitable and competitive proposal process for all participating Offerors (Firms), during the No-Contact Period, Offerors and individual(s) acting on an Offeror's behalf are prohibited from communicating with any City official, City employee or City agent other than the authorized contact person(s) in the Purchasing Division.

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

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

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

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

### **Reservations**

The City reserves the right to accept or reject any or all Proposals, to waive informalities and irregularities in Proposals received, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the City. All Proposals become the property of the City of College Station.

The City reserves the right to correspondence with the Offerors to seek an improved understanding of Proposals and to request additional information from an Offeror during the evaluation of Proposals.

### **Reimbursements**

There is no express or implied obligation for The City of College Station to reimburse responding firms for any expenses incurred in preparing Proposals in response to this Request for Proposal and City of College Station will not reimburse responding firms for these expenses, nor will City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **Certification**

The Certification form must be fully completed and submitted with proposals. Proposals lacking the required Certification form may be considered non-responsive and may be rejected.

### **Standard Contracts**

Should this Request for Proposal include any of the City's Standard Contracts, a statement of willingness to utilize the City of College Station Standard Agreement for Consulting Services (attached) must be provided. The Offeror should review the attached Standard Form of Agreement thoroughly.

### **Management**

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

### **Payment Terms**

Invoices must be submitted by the vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. Vendors are encouraged to e-mail invoices to [vendorinvoiceentry@cstx.gov](mailto:vendorinvoiceentry@cstx.gov). If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery of services and billing.

### **Virtual Payment Method**

For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees (maximum 3%) paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City. The City's decision to use the virtual card payment method will be discussed with the bidder recommended for award prior to the execution of an agreement. The City may also choose by written agreement to use electronic funds transfers for payments. If so, vendors must complete an authorization form and submit it to our Accounts Payable Division. Forms may be requested from and submitted to Accounts Payable via email at [vendorinvoiceentry@cstx.gov](mailto:vendorinvoiceentry@cstx.gov).

### **Fraud Reporting**

To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at [vendorinvoiceentry@cstx.gov](mailto: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.

### **Negotiations**

Negotiations may be conducted with the responsible offeror(s) who submit Proposals that are reasonably susceptible of being selected. All Offerors reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee. Following any presentation and/or interviews, Offerors

will be ranked in order of preference and contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked Offeror fail to yield a contract, or if the Offeror is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc. However, the City, may in its sole discretion, negotiate and award a contract without presentations or interviews, based solely on information supplied in the proposal responses.

### **Disclosure**

At the public opening, there will be no disclosure of contents to competing firms, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Offeror identifies as proprietary, all Proposals will be open for public inspection after the contract award.

### **Award of Contract**

Although the cost of products and services to be provided is an essential part of this RFP, the City is not obligated to award a contract on the sole basis of cost. Award of the contract shall be made to the responsible Offeror(s) whose proposal is determined to offer the best value resulting from negotiations, taking into consideration the relative importance of price and the evaluation factors set forth in this request for qualifications. In determining the best value for the City, the City may also consider, but is not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. the purchase price, including payment discount terms;
- c. the reputation of the bidder and of the bidder's goods or services;
- d. the quality of the bidder's goods or services;
- e. the extent to which the goods or services meet the City's needs, including demonstrated familiarity with local conditions and availability for in-person collaboration;
- f. the bidder's past relationship with the City;
- g. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- h. delivery terms;
- i. payment terms;
- j. financial condition;
- k. the total long-term cost to the City to acquire the bidder's goods or services; and
- l. any relevant criteria specifically listed in this request for proposal.

### **Term of Contract**

This contract is an annual agreement for services provided. This contract shall become effective upon the execution of this agreement. It shall remain in full force and effect with firm fixed mark-up percentages and fees for a period of twelve (12) months. Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to four (4) additional one (1) year terms [five (5) years total]. Renewals will be under the same terms and conditions as the original contract. All rates, including mark-ups and fees, are to be held firm for the entire Agreement, including any renewals, unless adjusted by any Federal and State Government mandated increases. All requests

for price changes shall be submitted to the City in writing with appropriate supporting documentation at least ninety (90) days prior to implementation in the agreement for each fiscal year. The City's fiscal year begins on October 1. In the event a new contract cannot be executed at the anniversary date of the original term, or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

### **Interlocal Agreement**

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

### **Personal Interest**

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

### **Disclosure of Interested Parties**

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

For purposes of this section, the following definitions apply:

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

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

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

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

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

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

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

The City of College Station, Texas is requesting proposals from responsible and qualified staffing agencies to provide qualified individuals to fill temporary positions on an as-needed basis. Various types and categories of workers may be required by the City; therefore, the City reserves the right to award one or more contracts to ensure that all of the City's temporary staffing needs are met in a timely manner.

**Financial Condition**

Contractor must provide to the City, audited financial statements within 30 days, *if* requested.

**Laws and Regulations**

The Contractor(s) shall remain fully informed of and comply with all applicable existing and future Federal, State, and Local laws, ordinances, and regulations affecting the fulfillment of this contract. These include, but are not limited to: the Americans with Disabilities Act (ADA), Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination in Employment Act (ADEA), and the Civil Rights Act of 1991.

The Contractor(s) shall ensure that all employees have a legal right to live and work in the United States. Employee compensation shall meet or exceed all applicable requirements of the Fair Labor Standards Act (FLSA), including federal minimum wage laws.

Where applicable, the Contractor(s) shall comply with the U.S. Department of Transportation's mandatory drug and alcohol testing requirements for safety-sensitive positions. The Contractor(s) shall be solely responsible for compliance with OSHA-required training, hazard communication, and recordkeeping for its employees. Upon request, the Contractor(s) shall provide documentation demonstrating compliance with these requirements to the City's satisfaction.

**Compensation**

The City will make no payments to individual workers.

**Workmanship**

Contract awards will only be made to the Contractor(s) who are regularly established in the business of temporary worker services of the type described herein and who have demonstrated the ability to perform the required service in an acceptable manner.

**Location**

Contractor shall maintain a principal place of business or branch office within a fifty (50) mile radius of College Station, Texas or be willing to set up a local branch or office within Brazos County, Texas, within 60 days of the execution of the contract. While the City strongly prefers local presence due to the advantages of responsiveness, stronger candidate relationships, and improved retention, Contractor may alternatively propose a staffing methodology that clearly demonstrates how these same benefits will be achieved in the absence of a local office.

### **Work Days and Hours**

A standard work week is Monday through Friday, 8:00 a.m. to 5:00 p.m. CST; however, workdays and hours will vary based on job category.

### **Temporary-to-Permanent Employment**

Temporary assignments will vary in duration and may be full or part-time. Some temporary assignments may result in permanent employment with the City. Offerors shall propose temporary conversion fees (if any) in Attachment C.

### **Direct-Hire/Placement**

Contractors may be required to provide direct placement services. Proposals shall include a plan outlining the techniques, approaches and methods to be used to accomplish this task. Offerors shall propose direct hire placement fees in Attachment D.

### **Insurance**

The Contractor, for the duration of this contract, must obtain at its sole expense insurance policies as described in Exhibit A - Temporary Services Agreement.

**MINIMUM REQUIREMENTS****Job Specifications**

Attachment "A", Job Categories, lists most of the job classifications that have been filled by temporary workers from temporary employment agencies and the more commonly used occupational categories. The job specifications used to describe the work to be performed by the temporary workers have been developed to designate acceptable minimum requirements for temporary workers.

Workers furnished by contractor shall be placed with the City with the understanding that they are employees of the Contractor (agency) and not the City. There are no employee benefits associated with temporary work and placement with the City is not a guarantee that an offer of permanent employment will be made.

**Mark-Up Percentages**

Offerors shall propose a percentage mark-up for each temporary position listed in Attachment B. The percentage mark-up shall include all associated costs of insurance, taxes, overhead, profit and bonding, if required and so identified. The percentage mark-up shall remain fixed for the entire agreement, including any renewals, except as otherwise provided.

**Pay Rates**

The pay rates included in Attachment B are the pay rates that shall be paid to the Contractor's temporary employees and shall be fixed unless the City notifies the Contractor of a pay rate change. The Contractor shall charge the City the established pay rate plus the Contractor's percentage mark-up.

**Resumes**

Resumes or equivalent document(s) may be reviewed for all temporary worker positions and must be provided upon request or at the time of interview with the City.

**Testing and Training**

Workers provided under this contract shall have all necessary skills to meet job requirements. Contractor must provide a complete description of testing requirements (typing wpm, computer software, etc.), measures, and evaluations in hiring, screening, and matching job specific skills.

Contractor shall be responsible for a safety-training program, relative to the work involved, which is made available to temporary workers at the Contractor's expense.

Confirmation of any worker's successful completion of the training will be provided to the City.

**Orientation**

Contractor shall be responsible for an orientation program to introduce temporary workers to the City of College Station. Orientation will be made available to temporary workers at the

Contractor's expense.

Training/orientation is to contain such policies as anti-discrimination, harassment, sexual harassment prevention, HIPAA (where applicable to the specific work assignment), confidentiality of sensitive/personal personnel data, Americans with Disabilities Act, drug-free workplace and other training necessary to ensure the temporary workers understanding of work- related statutes.

### **Drug Testing**

Temporary workers must receive a negative result on the pre-employment drug test prior to placement. Testing will be completed at the sole expense of the Contractor. Contractor shall provide test results to the City upon request.

### **Background Checks**

The City requires criminal background checks for all temporary workers, conducted at the contractor's expense. The City will partner with the contractor to evaluate the recency and relevance of any criminal history to the assignment. Clearance may be denied for felony convictions, certain misdemeanors (e.g., violence, theft, drugs, or sexual misconduct), recent Class A or B offenses, or arrests without convictions that raise employment concerns. Lesser offenses will be reviewed by the Human Resources team for final determination.

### **Certifications and Licenses**

The contractor is responsible for ensuring that temporary workers possess all necessary licenses, certifications, or qualifications as required by the City for their assigned roles. This includes conducting a motor vehicle record (MVR) check for any position that may involve driving. For roles requiring driving on City business, the City may restrict or revoke driving privileges if the MVR reveals multiple moving violations or a recent DWI/DUI offense.

### **Call Off**

Contractor(s) will waive all charges for temporary workers who report to work and are deemed unsatisfactory within the first four (4) hours. If the temporary worker works more than four hours and is then deemed unsatisfactory, the Contractor may bill the City for all hours worked in the shift.

### **Work Hours and Breaks**

Hours worked will be reported in whole and quarter hours. The City will specify the time for the temporary worker's arrival and departure from the work site. Temporary workers shall not be paid for time spent applying and testing/interviewing for City assignments nor for any time not actually spent in productive work for the City.

Employees who are scheduled to work the regular hours the City is open for business are generally allotted one (1) hour per day for an unpaid lunch period. Employees who work shift work are generally allotted thirty (30) minutes per day for an unpaid lunch period. Employees should not perform work during the lunch period without obtaining permission from their immediate Supervisor.

Work assignment shall vary depending on the needs of the individual City departments and work may include shifts, holidays, weekends, etc.

Temporary workers will not work overtime or beyond the work shift without prior written authorization from the requesting department supervisor/manager. Time and one-half the regular hourly rate will be paid for hours in excess of the initial forty-hour work week.

In the event a temporary worker is initially requested to work a full shift and is released before completing four (4) hours, due to circumstances other than quality of work performance, the City will be billed for four (4) hours. In the event a temporary worker reports to work and is no longer needed, the Contractor may bill the City for two (2) hours.

### **Invoicing Requirements**

The Contractor(s) shall provide invoices to the City that are clearly itemized and broken down by billing group, location, and/or work group assignment to facilitate accurate and efficient review and processing.

### **Tax Obligations**

The City will not be held responsible for any tax obligation, including, but not limited to, Federal Income Tax withholding, FICA, or unemployment compensation.

### **Reports**

The Contractor(s) shall provide to the City a usage report showing the total number of days filled for each worker category included in this contract. This report is due thirty (30) days prior to the end of each twelve (12) month period of the contract.

## FORMAT REQUIREMENTS

Electronic response packages, in the format prescribed herein, shall be uploaded to [Brazos Valley e-Marketplace](#) (“**Bidding Portal**”). (Please note that the City of College Station is not responsible for high internet traffic/demand at or near the time the response packages are due and that firms submitting their response package during peak traffic times risk their submittal not being received by the due date and time.)

The City of College Station requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Firms shall follow the proposal format described. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. The proposal shall clearly separate and identify responses into Tabs A-E and each tab shall include the information outlined below. **Proposals that do not comply with the format requirements specified herein may be considered non-responsive and may be rejected.**

### **TAB A Qualifications and Experience**

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement. Identify the location of the office that will be responsible for this contract and include their physical address, telephone number, contact name and e-mail address.
2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
3. Describe the experience of the firm in the last thirty-six (36) months for the following:
  - a. Number of placements (in similar roles/scope)
  - b. Turnover rate for assignments (indicating stats for reasons other than assignment ending)
  - c. Average time to fill/make placement
  - d. Number of temporary to permanent conversions
  - e. Number of direct placements
  - f. Number of candidates currently sourced for each category (outlined in Attachment A)
4. Describe the firm’s knowledge of local workforce conditions and public staffing needs, including availability for in-person collaboration, and past experience with the City or other entities in the Brazos Valley.
5. The same information must be provided for any associate firm or sub-consultant.

### **TAB B Rates and Expenses**

1. Attachments B, C, and D must be fully completed and included in proposal submissions.
2. Provide a percentage mark-up for each temporary position listed in Attachment B.
3. Responses shall indicate if fees and/or waiting periods are waived for temporary to permanent employment. If “No”, specify fees in Attachment C and include the policy for temporary to permanent employment conversion and indicate the waiting period for a

temporary employee to become eligible for permanent placement. (i.e. after (X) number of hours worked or (X) number of work days after temporary placement)

4. Provide a one-time fee per direct hire to be paid upon successful placement in Attachment D.
5. The actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized.

**TAB C Methodology (including technical approach and understanding of the scope of the project)**

1. Proposals must include a narrative description of the Firms' plan for accomplishing the work and services to be provided to the City. Plan shall include methods used for testing/training, drug testing and background checks. For direct hire placement services, the plan shall include the techniques, approaches, and recruitment strategies to be used in identifying, screening and placing qualified candidates in full-time roles.
2. Proposals must indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.
3. Proposals shall clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

**TAB D References**

1. Provide references from three (3) successful service engagements within the past five (5) years, including the name of the entity, address, contact name, email address, phone number and duration of service. Preference is given to references from municipalities, counties, state agencies, or other governmental entities. References from non-governmental clients where services comparable in size and scope have been performed may be submitted and will be considered.

**TAB E Proposal Certification and Addenda**

1. Proposals must include a fully completed Certification form. **Proposals lacking the Certification form may be considered non-responsive and may be rejected.** Acknowledge all addendums (if any) on the Certification form.

## EVALUATION FACTORS

After receipt of proposals, the Evaluation/Selection Committee will review and rank each responsive proposal in accordance with the weighted evaluation criteria identified below.

25 Points      Qualifications and experience

35 Points      Rates and expenses

20 Points      Project design and methodology including technical approach and understanding of the scope of the project.

20 Points      References

Discussions may be conducted with Offerors for the purpose of clarification to assure the full understanding of, and conformance to, the solicitation requirements.

Award of the contract shall be made to the responsible Offeror(s) whose proposal is determined to be the best value to the City of College Station, considering the relative importance of price and other factors set forth in this request for proposal.

**CERTIFICATION**

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

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Vendor Address: \_\_\_\_\_  
P.O. Box or Street                      City                      State                      Zip

Remit Address: \_\_\_\_\_  
P.O. Box or Street                      City                      State                      Zip

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

Federal Tax ID No.: \_\_\_\_\_

DUNS No.: \_\_\_\_\_

Date: \_\_\_\_\_

**RECEIPT OF ADDENDA**

I hereby acknowledge receipt of the following Addenda: \_\_\_\_\_

\*This form must be submitted with proposals under Tab E.

**RFP NO. 25-068**

**ATTACHMENT A**  
**JOB CATEGORIES**

**CLERICAL/CLERK LEVEL**

Performs basic clerical functions including simple data entry, typing forms, processing mail, and performing receptionist work. Responsibilities include filing, faxing, copying, directing telephone and walk-in customers, cashiering, and processing and distributing mail. Provides general information to callers or visitors. Must have customer service, clerical or administrative support experience related to the area of assignment, experience using a computer, modem office equipment, coordinating meetings and events, filing and preparing a variety of reports and correspondence, communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc., sufficient to exchange or convey information and to receive work direction.

**ADMINISTRATIVE LEVEL**

Performs more complex clerical and administrative duties that require specialized skills and independent judgment in reviewing, processing, communicating and maintaining various records and information with additional responsibilities as follows: ability to interface with Executives and handle confidential matters. Requires advanced competency in Microsoft Office suite of applications including MS Word, MS Excel, MS PowerPoint, etc.. Operates a computer system to input data; compiles information and ensures it is complete and accurate. Generates reports and other information; distributes to proper personnel; assists in routing calls/visitors to appropriate source; and may perform other general office duties. Must have working experience related to area of assignment, some typing, answering inquiries, and using a numeric keypad. Requires skill in reading computer reports and conducts basic research. Must have experience using a computer, modern office equipment/procedures, data entry and database management; filing procedures and practices; customer service principles and practices; English language, grammar, and punctuation.

**PROFESSIONAL/SPECIAL PROJECTS LEVEL**

Supports and leads specialized projects requiring independent judgment and problem-solving. Coordinates project goals, timelines, and deliverables while conducting research, analyzing data, and preparing reports. Collaborates with stakeholders to ensure project objectives are met efficiently and effectively. Provides recommendations based on findings and assists with process improvements as needed. This role requires a high degree of autonomy, with the ability to make logical judgments and decisions independently. Strong communication skills, sound reasoning, and problem-solving abilities are essential for effectively conveying information and collaborating with stakeholders.

**PROFESSIONAL SERVICES LEVEL**

Provides key expertise in area of assignment. Manages special studies and projects including establishing and monitoring timelines; preparing requests for proposals; ensuring compliance with applicable regulations, specifications, and/or requirements; monitoring project budgets; tracking projects; preparing related reports; and, performing other related duties. May serve as a project lead and provide direction on assignments to City staff. May prepare a wide variety of analytical and statistical reports on operations and activities in assigned area of responsibility. Requires experience in area of assignment, unless otherwise specified. Communication, interpersonal skills

as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction. Skills, experience, certifications and competencies as specifically identified for the project assignment. [Note: This category may apply to special placements that are not otherwise categorized.]

**ATTACHMENT B**

**Temporary Services Position Categories and Rates**

Temporary Categories/Positions	Pay Rate		Bill Rate		Overtime Bill Rate		% Mark-up
	Min/Hr	Max/Hr	Min/Hr	Max/Hr	Max/Hr	Max/Hr	
<b>Clerical / Clerk Levels: I, II, and III</b>							
MAIL CLERK	\$14.00	\$16.00					
CUSTOMER SERVICE REP	\$14.00	\$16.00					
DEPUTY COURT CLERK	\$14.00	\$16.00					
CUSTOMER SVC REP/PERMIT TECH	\$14.00	\$16.00					
STAFF ASSISTANT	\$14.00	\$16.00					
<b>Administrative Levels: I, II, and III</b>							
COMM DISPATCH ASST (POLICE)	\$16.00	\$19.00					
RECORDS TECHNICIAN	\$15.00	\$17.00					
ACCT CUSTOMER SERVICE REP.	\$14.00	\$16.00					
ACCOUNTING ASSISTANT	\$16.00	\$20.00					
PAYROLL ASSISTANT	\$15.00	\$18.00					
FINANCE SUPPORT SPECIALIST	\$16.00	\$20.00					
<b>Professional / Special Projects Levels: TBD</b>							
PROFESSIONAL/PROJECT SERVICES	\$20.00	\$50.00					
<b>Professional Services Levels: TBD</b>							
PROFESSIONAL/PROJECT SERVICES	TBD	TBD	TBD	TBD	TBD	TBD	

## ATTACHMENT C

### Temporary Employee Conversion Fee Schedule

The conversion fees below, unless waived, will be paid upon the conversion of a temporary employee from the Contractor's employment to the City's employment. The conversion fee is calculated on the total annual compensation the candidate is offered when converted from Contractor's payroll.

#### Hours Worked by Employee on Contractor's Payroll Conversion Fee

Hours Worked on Assignment	Conversion Fee
1-200 hours	
201-399 hours	
400-520 hours	
>520 hours	

## ATTACHMENT D

### Direct Hire Placement Fee Schedule

Direct hire fees are on a contingency basis. Direct hire fees are payable if the City engages a direct hire candidate, who has been referred directly or indirectly through Contractor's efforts, for any position within one (1) year of the City's acceptance of such candidate's resume and/or its interview of such candidate (a "direct hire placement"). Direct hire fees are based on realistic total first-year earnings of the direct hire placement, which may include bonuses, incentives, commissions, etc., in accordance with the schedule below:

Annual Earnings	Placement Fee
\$0-\$49,999	
\$50,000-\$79,999	
\$80,000+	

**EXHIBIT A**

**Standard Form of Agreement Contract**

**CITY OF COLLEGE STATION  
TEMPORARY SERVICES AGREEMENT**

This Temporary Services Agreement is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”), and \_\_\_\_\_ (the “Contractor” or “Vendor” or “Agency”), collectively known as the (“Parties”), for the provision of temporary services by Contractor to the City, as described herein.

**AGREEMENT**

1. **Effective Date.** This Agreement shall be effective as of the date of the last signature that makes the Agreement fully executed and shall continue for a period of one (1) year.
2. **Term.** The Agreement may be renewed for up to four (4) additional one (1) year terms, one (1) year at a time, by mutual written agreement of the Parties.
3. **As-Needed.** This document is not considered an order to deliver services. Individual orders and/or requests for services as a result of this Agreement shall be requested by the City, in writing, on an as-needed basis.
4. **Contract Documents.** The Contractor shall provide the services as designated in the specifications, terms and conditions as stated in this Agreement, the Fee Schedules attached as Exhibits “A”, “B”, and “C”, the “Request for Proposal for Temporary Staffing Services” RFP #25-068, attached as Exhibit “D”, Contractor’s Proposal Response, attached as Exhibit “E”, and Contractor’s certificate(s) of insurance, attached as Exhibit “F”. All such described items shall be known as the “Contract Documents” and are made a part hereof and collectively evidence and constitute this Temporary Services Agreement.
5. **Contract Document Priority.** If a conflict shall arise between the documents that comprise the Contract Documents, such conflict shall be resolved in the following order, with the first listed document having priority over subsequent documents:
  - I. Temporary Services Agreement
  - II. Exhibit A – Temporary Services Position Categories and Rates
  - III. Exhibit B – Temporary Employee Conversion Fee Schedule
  - IV. Exhibit C – Direct Hire Placement Fee Schedule
  - V. Exhibit D – Request for Proposal for Temporary Staffing Services #RFP 25-068,
  - VI. Exhibit E – Contractor’s Proposal Response
6. **Parties.** The parties to this Agreement are the City and Contractor. All Contract Document references to “City of College Station” shall be interpreted and construed to mean the City, as applicable.
7. **Payment Terms.** Payment shall be made within thirty (30) days after invoice date. Contractor shall submit a weekly itemized invoice referencing the Temporary Services

Contract number and any departmental issued purchase order number(s). The City will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of a valid invoice and an uncontested invoice.

8. Changes. Any changes to this Agreement shall be made in writing and signed by both Parties.
9. **Indemnification**. EXCEPT TO THE EXTENT OF THE INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR (THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (THE "INDEMNIFIED PARTY") FROM AND AGAINST ALL CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES OR PENALTIES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS (COLLECTIVELY "LIABILITIES"), ATTRIBUTABLE TO BODILY INJURY OR PROPERTY DAMAGE, ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF THE INDEMNIFYING PARTY. CITY AND CONTRACTOR AGREE: (A) TO NOTIFY EACH OTHER IN WRITING OF ANY ASSERTED CLAIM WITHIN TEN (10) DAYS OF EITHER DISCOVERY OF THE OCCURRENCE UPON WHICH THE CLAIM MAY BE BASED OR LEARNING OF THE CLAIM, WHICHEVER OCCURS FIRST, (B) TO PERMIT THE INDEMNIFYING PARTY TO DEFEND THE CLAIM, AND (C) TO COOPERATE FULLY IN ANY INVESTIGATION, DEFENSE OR SETTLEMENT NEGOTIATIONS. PURSUANT TO THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE PARTIES EXPRESSLY AGREE THAT THE CITY IS NOT INDEMNIFYING THE CONTRACTOR.
10. **Limitation of Liability**. UNDER THIS AGREEMENT, CONTRACTOR'S MAXIMUM TOTAL LIABILITY FOR ANY CLAIM NOT COVERED BY INSURANCE POLICIES AS REFERENCED IN EXHIBIT F WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AGGREGATE FEES PAID BY CITY TO CONTRACTOR (NET OF DEMONSTRABLE PAYROLL COSTS) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT UPON WHICH THE CLAIM IS BASED. TO THE EXTENT ALLOWED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES THAT ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF HOW CHARACTERIZED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. Insurance. 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. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "F"**.

The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insured. More specifically, the following shall be required. During the term of this Agreement, Contractor's insurance policies shall meet the minimum requirements of this section.

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

- (a) Commercial General Liability;
- (b) Business Automobile Liability;
- (c) Workers' Compensation/Employer's Liability; and
- (d) Employee Dishonesty Coverage.

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit "F"**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only 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, cancelled, non-renewed or reduced in limits of liability before thirty (30) days' written notice has been given to the City.

**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 an Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); Host Liquor Liability; and Personal & Advertising Liability.

**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 regarding 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.

**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”.

**Employee Dishonesty Coverage.** The following Employee Dishonesty Coverage requirements shall apply:

- (a) Contractor shall provide Employee Dishonesty Coverage with policy limits of \$1,000,000.00.
- (b) Employee Dishonesty Coverage shall indemnify the City against loss caused by a fraudulent or dishonest act of the Contractor’s officers and/or employees holding positions of fiduciary trust.

12. Tax Exempt. The City is exempt from all Federal, State, and local taxes.

13. Billing and Notice Addresses.

<b>CONTRACTOR:</b>	<b>CITY OF COLLEGE STATION:</b>
_____ Attn: _____ _____ _____ _____ _____	City of College Station Accounting Division P.O. Box 9973 College Station, TX 77842-9973 (979) 764-3555

14. Mark-Up Percentages. All mark-up percentages are to be held firm for the entire Agreement, including any renewals, except as otherwise provided. Each category of mark-up percentages and initial rates are included in Exhibit “A”.

15. Pay Rate. The pay rate listed in Exhibit “A” of this Agreement is the pay rate that shall be paid to the Contractor’s temporary employee and shall be fixed. The Contractor shall charge the City the established pay rate plus the Contractor’s percentage mark-up, which is indicated in each category. The percentage markup shall include all associated costs of insurance, taxes, overhead, profit and bonding, if required and so identified. The established pay rate listed in Exhibit “A” shall remain fixed unless a pay rate change occurs. The City will be responsible for notifying the Contractor of the pay rate change. Please note the pay rate may change but the percentage mark-up will remain fixed, unless adjusted by any Federal or State Government mandated increases. For clarification, these are any Federal and State government mandated increases. All requests for price changes shall be submitted to the City in writing with appropriate supporting documentation at least ninety (90) days prior to implementation in the agreement for each fiscal year. The City’s fiscal year begins on October 1.
16. No Overtime. No overtime shall be worked unless prior written approval is provided by City. Any overtime approvals will be on case-by-case basis and will be temporary in nature.
17. Overtime Pricing. If provided in a category, overtime pricing shall be defined as time and a half plus the Contractor’s percentage of mark-up. Time and a half is the minimum wage listed in Exhibit “A” plus half the wage rate.
18. City’s Right to Hire. The City reserves the right to hire furnished temporary employee(s) in accordance with the temporary employee conversion fee schedule listed in Exhibit “B”. The conversion fee shall be based on the number of hours the temporary employee has worked during the temporary assignment.
19. Direct Hire Service. The City may request assistance in locating a candidate for direct hire into a permanent position without hours worked in a temporary assignment. The direct hire placement fee shall be in accordance with the schedule listed in Exhibit “C”.
  - I. The Contractor shall conduct initial screening activities based upon the City’s hiring criteria for the positions. The Contractor shall then refer to the City the candidates who meet the established criteria. The City shall be solely responsible for making selection decisions with respect to any candidates referred to by the Contractor. The City shall notify the Contractor immediately in writing upon the acceptance of the City’s offer by a candidate and the candidate’s start date.
  - II. If the City or the direct hire placement terminates the employment relationship for any reason during the first ninety (90) calendar days, a replacement for the direct hire placement (a “replacement”) shall be provided for the original position at no additional fee, provided that the position remains unchanged in terms of job responsibilities, location, and compensation. This replacement guarantee is void if: (a) termination is the result of the City’s material change in the original position duties, (b) termination is the result of the City’s misrepresentation of compensation

to be paid for the position, (c) termination is the result of the City's change of the geographic location of the position, or (d) termination is the result of the City's actual or alleged failure to comply with its legal employment obligations.

- 20.** Laws and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that venue, performance, and all matters related thereto shall be in Brazos County, Texas.

*Signature page to follow.*

EXHIBIT

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed by its duly authorized officer.

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO  
Date: \_\_\_\_\_

**List of Exhibits:**

- Exhibit A – Temporary Services Position Categories and Rates
- Exhibit B – Temporary Employee Conversion Fee Schedule
- Exhibit C – Direct Hire Placement Fee Schedule
- Exhibit D – Request for Proposal for Temporary Staffing Services RFP #25-068
- Exhibit E – Contractor’s Proposal Response
- Exhibit F – Contractor’s Certificate of Insurance

**EXHIBIT "A"**  
**Temporary Services Position Categories and Rates**

EXHIBIT

**EXHIBIT “B”**  
**Temporary Employee Conversion Fee Schedule**

The conversion fees below will be paid upon the conversion of a temporary employee from the Contractor’s employment to the City’s employment. The conversion fee is calculated based on the total annual compensation the candidate is offered when converted from Contractor’s payroll.

**Hours Worked by Employee on Contractor’s Payroll Conversion Fee**

<b>Hours Worked on Assignment</b>	<b>Conversion Fee</b>
1—200 hours	_____
201—399 hours	_____
400—520 hours	_____
> 520 hours	_____

EXHIBIT

**EXHIBIT “C”**  
**Direct Hire Placement Fee Schedule**

Direct hire fees are on a contingency basis. Direct hire fees are payable if the City engages a direct hire candidate, who has been referred directly or indirectly through Contractor’s efforts, for any position within one (1) year of the City’s acceptance of such candidate’s resume and/or its interview of such candidate (a “direct hire placement”). Direct hire fees are based on realistic total first-year earnings of the direct hire placement, which may include bonuses, incentives, commissions, etc., in accordance with the schedule below:

<b>Annual Earnings</b>	<b>Placement Fee</b>
\$0 - \$49,999	_____
\$50,000 - \$79,999	_____
\$80,000 +	_____

EXHIBIT

**EXHIBIT "D"**  
**Request for Proposal for Temporary Staffing Services**  
**RFP #25-068**

EXHIBIT

**EXHIBIT “E”**  
**Contractor’s Proposal Response**

EXHIBIT

**EXHIBIT "F"**  
**Contractor's Certificate(s) of Insurance**

EXHIBIT

**EXHIBIT “E”**  
**Contractor’s Proposal Response**



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

# City of College Station, Texas

## Request for Proposal

### Temporary Staffing Services

**PREPARED BY:**



Laura Bowen, CTS/CSC  
Chief Operating Officer  
The Reserves Network, Inc.  
8420 Abercorn Street  
Savannah, GA 31406

**September 24, 2025**



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# Tab A – Qualifications & Experience

## Firm Overview, Organizational Structure, and Local Office Information

*Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement. Identify the location of the office that will be responsible for this contract and include their physical address, telephone number, contact name and e-mail address.*

### Firm Overview

The Reserves Network, Inc. (TRN) is a nationally recognized staffing and workforce solutions provider founded in 1984. Headquartered in Fairview Park, Ohio, TRN has grown steadily into a trusted partner serving both public- and private-sector clients. Today, TRN operates more than 40 branch locations nationwide, employing approximately 200 internal staff and supporting over 20,000 field employees annually across administrative, clerical, industrial, and professional assignments.

### Local Responsiveness

The Reserves Network (TRN) has a strong record of successfully staffing municipalities and public-sector clients across Texas directly from our Houston-based office. Our remote recruiting capacity enables us to deliver speed-to-market in sourcing high-quality candidates, while our flexibility allows us to **mobilize onsite recruiting centers** as the need arises.

- **San Antonio, Beaumont, Baytown, and Galveston** have all been effectively serviced from our Houston office, demonstrating our ability to cover geographies beyond a 50-mile radius without compromising responsiveness or quality.
- Most recently, TRN successfully staffed the **City of Galveston** with more than **175 employees** through a combination of remote recruiting efforts and onsite engagement, supported by **established community partnerships** in the Galveston area.
- These results highlight our ability to balance remote recruiting technology with in-person community engagement, ensuring both speed and retention.

This experience confirms TRN’s ability to deliver equivalent — and in many cases superior — responsiveness to clients across the state, reinforcing our commitment to ensuring the City of College Station receives uninterrupted, high-quality staffing services.

### Key Performance Indicators (KPIs)

To align with the City’s expectations and past staffing trends, TRN commits to:

- **Time-to-Shortlist:** 5–7 business days for planned requisitions.
- **Fast-Fill Capability:** Qualified candidates provided within 24 hours for critical, last-minute assignments.

- **Conversion Success:** More than **42% of TRN’s temporary staff convert to permanent roles**, consistent with the City’s own historical conversion rates.
- **Retention:** Our average temporary staff turnover rate is below **15%**, supporting workforce stability.
- **Fill Rates:** TRN consistently achieves a **98%+ fill rate** for clerical and administrative assignments

## Public-Sector Experience

TRN has more than 25 years of experience supporting municipalities, counties, housing authorities, and higher education institutions with staffing contracts. Examples include:

- **City of Houston, TX** – 22-year partnership supplying administrative, clerical, and election staffing under a competitive RFP process.
- **Harris County, TX** – Delivering administrative and program support staff, with an annual contract value exceeding \$5M.
- **Houston Community College, TX** – Supplying administrative and support staff under cooperative agreements.
- **Additional public sector clients in the Texas area include: Texas Southern University, City of Sugar Land, Fort Bend County, Galveston County, Harris Center and City of Pearland**

Through these contracts, TRN has demonstrated the ability to scale rapidly, support surge staffing (e.g., election cycles), and deliver transparent, compliant services to government clients.

## Organizational Structure & Management Team

The City of College Station will be served by a dedicated account team, supported by TRN’s comprehensive corporate compliance, payroll, and support infrastructure. This structure ensures both localized responsiveness and the full resources of a national staffing organization.

- **Executive Leadership:** Oversight is provided by TRN’s executive team, which includes senior leaders based in Texas. This ensures that strategic decisions and escalations are handled locally and with direct knowledge of the regional market.
- **Recruiting & Service Teams:** Our Houston office will serve as the primary branch for this contract, with over 20 recruiting and service support professionals focused on sourcing, screening, onboarding, and managing temporary staff. These recruiters maintain active pipelines across clerical, administrative, and professional categories, ensuring speed to market in quality candidates.
- **Regional Support:** Should additional volume or specialized needs arise, TRN’s Dallas and Austin offices will provide supplemental recruiting and service capacity, allowing us to flex resources seamlessly across Texas.
- **Corporate Functions:** While most support functions — including accounting (invoicing, payroll, and reporting), legal, risk management, marketing, and human resources — are housed at TRN’s corporate headquarters in Fairview Park, Ohio, the Houston office also has dedicated local support staff, including:

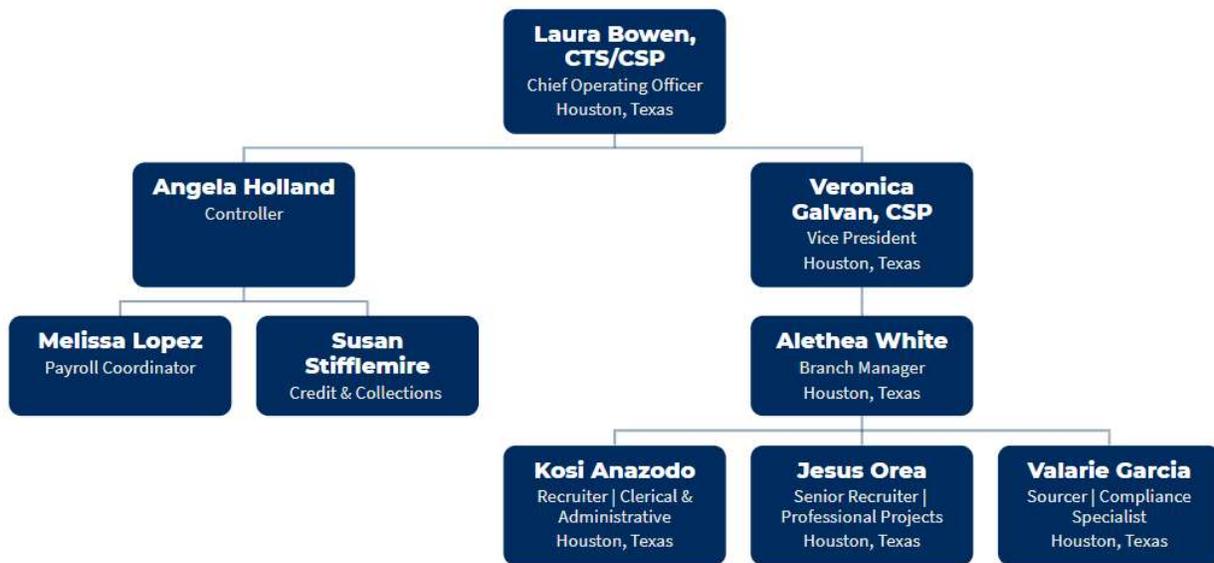
- **One Human Resources team member** to assist with compliance, associate relations, and employee engagement.
- **One Accounting team member** responsible for invoicing, credit, and collections.

This organizational model ensures that College Station receives the benefits of local service delivery, regional recruiting depth, and national infrastructure, all aligned under one coordinated account management framework.

### Organizational Chart

**Contract Service Location**

- **Office Responsible for Contract:**  
13756 Northwest Fwy, Houston, TX 77040
- **Primary Contact:** Alethea White, Branch Manager
- **Telephone:** (713) 952-6760
- **Email:** [awhite@trnstaffing.com](mailto:awhite@trnstaffing.com)



## Project Management Team and Key Personnel Qualifications

Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include professional designations and affiliations, certifications and licenses, etc.

The Reserves Network (TRN) is committed to assigning a dedicated account team with both local and national support to ensure successful delivery of temporary staffing services to City of College Station. Each member of the team brings significant staffing industry experience, proven expertise in compliance-driven recruiting, and a commitment to responsive service.



### **Laura Bowen, CSP/CTS**

**Role:** Chief Operating Officer, The Reserves Network

As Chief Operating Officer of TRN, Laura Bowen provides executive-level oversight for all municipal and government staffing contracts. With more than 25 years of workforce industry experience, Ms. Bowen specializes in strategic account management, operational compliance, and large-scale staffing solutions.

- **Certifications & Affiliations:** Certified Staffing Professional (CSP), Certified Temporary Staffing Specialist (CTS). Graduate of University of Houston. Member, American Staffing Association (ASA).
- **Role in this Engagement:** Laura will ensure alignment with the City of College Station’s objectives, serve as an executive escalation point, and oversee contract compliance and performance. She will also collaborate with TRN’s risk, legal, and finance teams to safeguard the City’s interests.
- **Track Record:** Laura has led TRN’s successful partnerships with Harris County, the City of Houston, and other Texas municipalities, ensuring consistent fulfillment, compliance with government requirements, and long-term workforce stability.



### **Veronica Galvan, CSP – Vice President (Texas & Illinois)**

**Role:** Executive Oversight

Veronica Galvan serves as Vice President at TRN and brings more than 20 years of staffing experience with a deep focus on Texas municipal and county clients. Based in Houston, she has successfully managed some of TRN’s largest government contracts, including staffing for Harris County Public Health and other county-wide administrative and program support needs.

- **Certifications & Affiliations:** Certified Staffing Professional (CSP). Attended University of Houston. Member, American Staffing Association (ASA).
- **Role in this Engagement:** Veronica will act as the **Project Manager** for the City of College Station contract, overseeing day-to-day operations, recruiting activity, and client relations. She will coordinate directly with the City’s HR team, monitor service delivery, and ensure that performance metrics such as time-to-fill, turnover, and conversion success are consistently met.

- **Track Record:** Veronica has directed projects involving the placement of hundreds of clerical, administrative, and professional staff across Harris County and the City of Houston, achieving a 98%+ fill rate and strong conversion outcomes. She is known for her responsiveness, operational discipline, and ability to mobilize surge staffing quickly through both remote and onsite recruiting strategies.

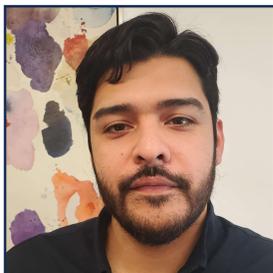


**Alethea White – Branch Manager | Project Manager**

**Role:** *Primary Account Representative & Compliance Liaison*

With more than 15 years of staffing and workforce management experience, Alethea White leads TRN’s Houston branch operations. She is directly responsible for managing recruiting teams, overseeing client delivery, and ensuring compliance with all contractual and regulatory requirements.

- **Certifications & Affiliations:** Certified Staffing Professional (CSP).
- **Role in this Engagement:** Alethea will provide hands-on operational leadership, supervising the recruiting team that will fulfill College Station requisitions. She will coordinate recruiting strategies, monitor performance KPIs, and provide direct support to the City’s HR representatives.
- **Track Record:** Alethea has managed TRN’s staffing services for the City of Houston, City of Pearland, Galveston County and Harris County successfully delivering large volumes of administrative and clerical personnel under tight timelines, including surge staffing during election cycles. She is recognized for her ability to balance high-volume recruiting with individualized client support.



**Jesus Orea – Senior Account Manager**

**Role:** *Recruiting Lead & Workforce Planning*

Jesus Orea is an experienced recruiter with a specialization in sourcing, screening, and onboarding candidates across clerical, administrative, and professional categories. With over 10 years of recruiting experience, Jesus has built strong talent pipelines in Texas and has a reputation for speed-to-market in high-demand staffing environments.

- **Certifications & Affiliations:** Member, American Staffing Association (ASA).
- **Role in this Engagement:** Jesus will serve as a primary recruiter for the City of College Station contract. He will focus on sourcing candidates through TRN’s proprietary database, local partnerships, and digital platforms, ensuring that candidate shortlists are delivered within 5–7 business days.
- **Track Record:** Jesus has successfully recruited for Harris County, Galveston, and Beaumont, consistently meeting fast-fill requirements while maintaining a strong candidate retention rate. His bilingual capabilities also expand outreach into diverse labor pools across the Brazos Valley region.



**Kosi Anazodo – Account Manager**

Role: *Talent Workforce Management*

Kosi Anazodo has more than 12 years of client service and workforce management experience in both public and private-sector staffing. Known for her strong organizational and communication skills, Kosi ensures seamless onboarding, associate satisfaction, and responsive client support throughout each assignment.

- **Certifications & Affiliations:** Member, American Staffing Association (ASA).
- **Role in this Engagement:** Kosi will act as a dedicated Account Manager, responsible for coordinating directly with College Station department supervisors and HR. She will oversee associate onboarding, manage timekeeping and payroll questions, and ensure immediate resolution of any staffing concerns.
- **Track Record:** Kosi has supported municipal clients such as the City of Houston and City of Pearland, achieving high satisfaction scores by providing proactive communication and rapid replacement of unsatisfactory placements. Her focus on employee engagement has resulted in improved retention and stronger conversion outcomes.

## Firm Experience and Performance Metrics (past 36 months)

Describe the experience of the firm in the last thirty-six (36 months for the following:

- a) Number of placements (in similar roles/scope)
- b) Turnover rate for assignments (indicating stats for reasons other than assignment ending)
- c) Average time to fill/make placement
- d) Number of temporary to permanent conversions
- e) Number of direct placements
- f) Number of candidates currently sourced for each category (outlined in Attachment A)

The Reserves Network (TRN) has consistently delivered high-quality temporary staffing services to municipalities, counties, and public-sector clients across Texas and the broader region. Over the past thirty-six (36) months, TRN has demonstrated both scale and reliability in placements comparable to those outlined in Attachment A of this solicitation.

### a) Number of Placements (in Similar Roles/Scope)

TRN has successfully placed more than **1,250 associates** into clerical, administrative, and professional assignments in Texas during the last 36 months. Approximately **60% of these placements** were in clerical and administrative support roles similar to those identified in Attachment A, with the remaining assignments covering customer service, finance/payroll support, dispatch, and professional project services.

### b) Turnover Rate (Excluding Assignment Endings)

Across government and municipal accounts, TRN's voluntary turnover rate has averaged **12–14% annually**, which is below the national staffing industry average. Our retention success is supported by skills testing, pre-placement orientation, and proactive account management that minimizes early attrition.

### c) Average Time to Fill/Make Placement

For clerical and administrative requisitions, TRN's **average time-to-fill is 5–7 business days**. For urgent, last-minute needs, TRN has consistently provided qualified candidates within **24 hours**. Professional and specialized project roles typically require **7–10 business days**, depending on screening requirements.

### d) Number of Temporary-to-Permanent Conversions

In the past 36 months, more than **325 TRN associates** originally placed in temporary roles have converted into permanent employment with client organizations. This represents a **conversion rate of approximately 26%**, closely aligned with the City of College Station's historical conversion rate of 30%.

### e) Number of Direct Placements

During the same period, TRN has completed more than **150 direct hire placements** across administrative, finance, customer service, IT, and professional roles for municipal and public-sector clients. Direct hire placements have been supported by recruitment

campaigns leveraging TRN's proprietary database, digital job boards, and targeted community partnerships.

#### **f) Number of Candidates Currently Sourced (by Attachment A Categories)**

TRN maintains a robust, actively managed candidate pipeline across all job categories outlined in Attachment A:

- **Clerical/Clerk Levels:** ~250 active candidates in our database, including receptionists, customer service representatives, and clerks.
- **Administrative Levels:** ~175 active candidates, including payroll assistants, records technicians, and finance support specialists.
- **Professional/Special Project Levels:** ~100 candidates with project management, IT, HR, and analytical backgrounds.
- **Professional Services Levels:** A talent pool of ~75 professionals with specialized certifications (finance, HR, IT, and compliance), available for project-specific assignments.

## Knowledge of Local Workforce Conditions and Public-Sector Experience in Brazos Valley

*Describe the firm's knowledge of local workforce conditions and public safety needs, including availability for in-person collaboration, and past experience with the City or other entities in Brazos Valley.*

The Reserves Network (TRN) brings deep knowledge of the Texas labor market and proven experience serving municipalities and public-sector clients across the region. Our recruiting teams closely monitor **workforce conditions in the Brazos Valley**, including wage trends, candidate availability, and competition for clerical, administrative, and professional talent. This local market intelligence enables us to advise hiring managers on realistic expectations for time-to-fill, compensation benchmarks, and retention strategies.

### Understanding Local Workforce Conditions

- TRN's Houston branch, supported by recruiting resources in Austin and Dallas, consistently sources candidates from the Brazos Valley talent pool.
- We maintain active pipelines of clerical and administrative candidates, the most in-demand positions for College Station, and supplement them with specialized recruiting for finance, HR, and project services roles.
- Our experience in similar markets such as Baytown, Beaumont, and Galveston demonstrates our ability to reach into regional labor pools, build strong referral networks, and quickly deploy quality candidates.

### Public-Sector and Safety Needs

TRN has extensive experience staffing public-sector roles where safety, compliance, and accountability are critical. Our screening processes — including 10-panel drug testing, national background checks, and MVRs for driving roles — ensure that candidates assigned to safety-sensitive or public-facing positions meet the City's standards. We also provide orientation covering confidentiality, ADA, harassment prevention, and workplace safety, reinforcing a culture of compliance.

### Availability for In-Person Collaboration

Although our Houston office will serve as the primary branch for this contract, TRN's proximity allows for same-day, in-person collaboration with the City's HR team and departmental supervisors. In addition, TRN can establish a temporary recruiting center within College Station city limits within five (5) business days to support surge or emergency staffing needs. This flexibility guarantees that College Station will always have direct, responsive support.

### Past Experience in the Region

TRN has successfully delivered staffing services to multiple Texas municipalities and counties, including:

- **City of Galveston** – Recently staffed over **175 employees** through a combination of remote recruiting and onsite engagement supported by community partnerships.
- **Harris County** – Long-standing provider of administrative and program support staff, consistently meeting compliance requirements and achieving high fill rates.
- **City of Houston** – More than 20 years of partnership providing clerical, administrative, and election staffing under competitive rebid cycles.

## Comparative Workforce Analysis

College Station’s workforce market is distinct from major metros such as Houston and Austin, with a smaller labor pool and higher competition for clerical and administrative talent due to the presence of Texas A&M University, healthcare systems, and public-sector employers. In contrast, Houston and Austin offer larger, more diverse talent bases but are also subject to higher wage competition. The Brazos Valley labor market requires a balanced approach: leveraging regional recruiting pipelines for volume while maintaining localized, relationship-driven recruiting strategies to attract and retain candidates. TRN’s ability to draw from both regional metro areas (Houston, Austin, Dallas) and localized pipelines ensures that the City of College Station benefits from speed, quality, and retention in every placement.

### Comparative Workforce Data for Brazos Valley vs. Houston/Austin Regions

Metric	Brazos Valley Area (e.g., Brazos County)	Houston Area	Texas State Broad Average
<b>Clerical / Administrative Pay</b>	The Texas A&M University System’s prevailing wage minimums in Brazos County show base hourly wage rates starting under or around typical clerical/administrative classifications in the mid-\$15-\$20/hr range plus fringes.	In Houston, the average for <b>Administrative &amp; Clerical</b> roles is about <b>\$47,349/yr</b> , or <b>~\$23/hr</b> , with a range roughly <b>\$19-\$28/hr</b> depending on skills/experience.	
<b>Typical Clerical Salary Range (Texas)</b>	While specific data for Brazos Valley is more limited, broader Texas benchmarks show clerical salaries ranging from <b>~\$36,000 to \$44,000/yr</b> , with a median of <b>~\$41,178</b> .	Houston area salaries reflect similar ranges but often toward the higher end (skill, experience, certifications) depending on urgency, compliance needs, or public-sector requirements.	Statewide data for clerical roles shows hourly rates around <b>\$15-\$20/hr</b> for many postings, depending on entry vs. experienced level.

Metric	Brazos Valley Area (e.g., Brazos County)	Houston Area	Texas State Broad Average
<b>Living Wage Context – Brazos County</b>	The MIT Living Wage Calculator for Brazos County estimates the living wage needed for full-time work (2080 hours/year) to support an individual or family. While wages required to meet a living wage are often above many “entry” clerical rates, they help define what “competitive pay” looks like locally	In larger urban centers like Houston or Austin, wages are generally higher, but so is cost of living, commuting, housing. This influences both candidate expectations and turnover.	State data shows many administrative roles are toward or slightly above living wage levels, depending on county and pay structure.

### Why This Matters for College Station

- **Competitive Pay Attracts Better Candidates:** Knowing that clerical/admin wages in Brazos County often fall in the ~\$15-\$20/hr band (or ~\$36,000-\$44,000/yr) helps set realistic billing/rate expectations. If rates are too low relative to local benchmarks, it becomes hard to recruit and retain quality staff.
- **Turnover Risk Is Linked to Pay & Living Costs:** When wages are below or just at living wage levels, turnover tends to be higher. Ensuring pay is competitive in region helps TRN deliver more stable placements—important given the City’s interest in conversion and retention.
- **Urgent Roles and Premiums:** For last-minute or specialized needs, offering slightly higher pay or faster onboarding helps get candidates quickly; in Houston/Austin, this often means \$20+/hr or more for similar roles because of higher demand.
- **Cost of Living & Candidate Expectations:** Compared to Houston and Austin, College Station / Brazos Valley has somewhat lower cost of living, which helps somewhat with salary expectations — but housing, transportation, and amenities still matter. Demonstrating that TRN understands the local market (how far a clerical admin wage goes in College Station vs. Houston) can reassure the City the proposals are grounded in reality.

### Associate Firms and Sub-Consultants

*The same information must be provided for any associate firm or sub-consultant.*

The Reserves Network (TRN) does not anticipate the use of associate firms or sub-consultants in the performance of this contract. All services — including recruiting, screening, onboarding, compliance, payroll, invoicing, and account management — will be **self-performed by TRN’s internal staff** through our Houston office and supported by



regional resources in Dallas and Austin, as well as our corporate headquarters in Fairview Park, Ohio.

By self-performing all functions, TRN ensures:

- **Direct accountability** for service quality, compliance, and performance metrics.
- **Consistency in processes** across recruiting, screening, training, and invoicing.
- **Streamlined communication** between the City and a single provider, with no reliance on third parties.

This approach provides the City of College Station with a **single point of contact and responsibility**, ensuring that staffing services are delivered efficiently, transparently, and in full compliance with the City's expectations.

## Tab B – Rates and Expenses

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The Reserves Network (TRN) is committed to providing the City of College Station with transparent, competitive, and compliant pricing that fully aligns with the requirements outlined in Attachments B, C, and D of the RFP. All rate schedules are presented exactly as requested by the City, without ranges or blended categories, to ensure ease of evaluation and consistency with the City’s established pay structures.

In accordance with the City’s stated preference, TRN proposes a uniform mark-up structure across categories. Should the City determine that a tiered mark-up is in its best interest, TRN is also prepared to provide clearly justified category-specific mark-ups that reflect differences in sourcing difficulty, compliance requirements, and candidate availability.

TRN’s rates incorporate all costs associated with employment, including wages, benefits, payroll taxes, insurance, overhead, and profit, ensuring the City experiences no hidden fees. Overtime rates are calculated in strict compliance with the RFP, at time-and-a-half plus the applicable mark-up, and TRN reaffirms its agreement with the City’s “Call Off” policy by waiving charges for any worker deemed unsatisfactory within the first four (4) hours of an assignment.

To support the City’s goal of increasing permanent workforce stability, TRN is willing to waive conversion fees at designated tiers outlined in Attachment C. For direct-hire placements (Attachment D), TRN proposes a percentage-based fee structure that includes a 90-day replacement guarantee. Should the City prefer a pro-rated refund option between days 60–90, TRN is prepared to consider this as a proposed exception while respecting the City’s discretion to accept or reject modifications.

By combining transparent pricing with flexibility and alignment to the City’s workforce priorities, TRN ensures that its rate structure not only meets contractual requirements but also delivers long-term value, quality, and retention for the City of College Station.

### Rates and Expenses Compliance Checklist

- ✓ **Attachment B – Rate Schedule** completed exactly as provided by the City (no ranges, no blended rates).
- ✓ **Mark-up Structure:** Proposing a consistent, across-the-board mark-up per City preference; prepared to justify tiered mark-ups by category if requested.
- ✓ **All-Inclusive Pricing:** Mark-ups include wages, benefits, payroll taxes, insurance, overhead, and profit — no hidden fees.
- ✓ **Overtime Compliance:** OT priced at time-and-a-half plus mark-up, as required by the RFP.
- ✓ **Call Off Rule:** No charges for unsatisfactory workers released within the first four (4) hours.
- ✓ **Attachment C – Conversion Fees:** Willing to waive fees at designated tiers to support permanent hiring by the City.
- ✓ **Attachment D – Direct Hire:** Percentage-based fee structure with a 90-day guarantee; open to pro-rated refund option (days 60–90) if approved by the City.
- ✓ **Transparent Invoicing:** Itemized invoices by group/location with worker-level detail per City requirements.

## **Attachment B**

*Provide a percentage mark-up for each temporary position listed in Attachment B*



## ATTACHMENT B

### Temporary Services Position Categories and Rates

Temporary Categories/Positions	Pay Rate		Bill Rate		Overtime Bill Rate		% Mark-up
	Min/Hr	Max/Hr	Min/Hr	Max/Hr	Max/Hr	Max/Hr	
<b>Clerical / Clerk Levels: I, II, and III</b>							
MAIL CLERK	\$14.00	\$16.00	\$17.78	\$20.32	\$26.67	\$30.48	27%
CUSTOMER SERVICE REP	\$14.00	\$16.00	\$17.78	\$20.32	\$26.67	\$30.48	27%
DEPUTY COURT CLERK	\$14.00	\$16.00	\$17.78	\$20.32	\$26.67	\$30.48	27%
CUSTOMER SVC REP/PERMIT TECH	\$14.00	\$16.00	\$17.78	\$20.32	\$26.67	\$30.48	27%
STAFF ASSISTANT	\$14.00	\$16.00	\$17.78	\$20.32	\$26.67	\$30.48	27%
<b>Administrative Levels: I, II, and III</b>							
COMM DISPATCH ASST (POLICE)	\$16.00	\$19.00	\$20.32	\$24.13	\$30.48	\$36.19	27%
RECORDS TECHNICIAN	\$15.00	\$17.00	\$19.05	\$21.59	\$28.57	\$32.38	27%
ACCT CUSTOMER SERVICE REP.	\$14.00	\$16.00	\$17.78	\$20.32	\$26.67	\$30.48	27%
ACCOUNTING ASSISTANT	\$16.00	\$20.00	\$20.32	\$24.13	\$30.48	\$36.19	27%
PAYROLL ASSISTANT	\$15.00	\$18.00	\$19.05	\$21.59	\$28.57	\$32.38	27%
FINANCE SUPPORT SPECIALIST	\$16.00	\$20.00	\$20.32	\$24.13	\$30.48	\$36.19	27%
<b>Professional / Special Projects Levels: TBD</b>							
PROFESSIONAL/PROJECT SERVICES	\$20.00	\$50.00	\$26.00	\$65.00	\$39.00	\$97.50	27%
<b>Professional Services Levels: TBD</b>							
PROFESSIONAL/PROJECT SERVICES	TBD	TBD	TBD	TBD	TBD	TBD	

- All bill rates reflect the City's required pay rates plus TRN's proposed mark-up.
- Mark-ups are all-inclusive, covering wages, benefits, payroll taxes, insurance, overhead, and profit.
- Overtime is billed at time-and-a-half plus the applicable mark-up, in compliance with RFP Section 12 (Scope of Work).
- In accordance with the City's "Call Off" provision, TRN will waive all charges for any worker released within the first four (4) hours if deemed unsatisfactory.

**TRN delivers transparent, all-inclusive rates with consistent mark-ups, no hidden fees, and compliance with all City requirements.**

## **Attachment C**

*Responses shall indicate if fees and/or waiting periods are waived for temporary to permanent employment. If “No”, specify fees in Attachment C and include the policy for temporary to permanent employment conversion and indicate the waiting period for a temporary employee to become eligible for permanent placement. (i.e. after (X) number of hours worked or (X) number of work days after temporary placement).*

## ATTACHMENT C

### Temporary Employee Conversion Fee Schedule

The conversion fees below, unless waived, will be paid upon the conversion of a temporary employee from the Contractor's employment to the City's employment. The conversion fee is calculated on the total annual compensation the candidate is offered when converted from Contractor's payroll.

#### Hours Worked by Employee on Contractor's Payroll Conversion Fee

Hours Worked on Assignment	Conversion Fee
1-200 hours	\$2,000
201-399 hours	\$1,500
400-520 hours	\$1,000
>520 hours	No conversion fee

- TRN will waive conversion fees at designated tiers to support the City's goal of retaining quality staff as permanent employees.
- Conversion fees, if applicable, are calculated on the total annual compensation offered by the City at the time of conversion.
- Conversion policies are designed to provide flexibility while encouraging long-term workforce stability for the City.

**TRN supports the City's goal of long-term workforce stability by offering flexible conversion policies, including fee waivers at designated tiers.**

## **Attachment D**

*Provide a one-time fee per direct hire to be paid upon successful placement in Attachment D*



## ATTACHMENT D

### Direct Hire Placement Fee Schedule

Direct hire fees are on a contingency basis. Direct hire fees are payable if the City engages a direct hire candidate, who has been referred directly or indirectly through Contractor's efforts, for any position within one (1) year of the City's acceptance of such candidate's resume and/or its interview of such candidate (a "direct hire placement"). Direct hire fees are based on realistic total first-year earnings of the direct hire placement, which may include bonuses, incentives, commissions, etc., in accordance with the schedule below:

Annual Earnings	Placement Fee
\$0-\$49,999	18%
\$50,000-\$79,999	18%
\$80,000+	18%

- Direct hire fees are expressed as a percentage of first-year annual compensation (including base pay and anticipated incentives).
- TRN provides a 90-day replacement guarantee: if a direct hire leaves during the first 90 days, TRN will provide a replacement at no additional fee.
- All direct hire placements are fully supported with background checks, drug testing, and pre-employment assessments prior to referral.

**TRN provides percentage-based direct hire fees with a 90-day guarantee, ensuring risk-free permanent hiring and added value for the City.**

# Tab C – Methodology

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Including technical approach and understanding of the scope of the project

- **Timekeeping:** Confirm **vendor-provided** platform, **standalone** (no City integration needed), with **group/location-level** invoice detail and worker-level backup.
- **Sourcing & speed:** Show how we can **simul-blast requisitions** and rapidly shortlist for Clerical/Admin roles; plan for **summer mini-spikes**.
- **Screening:**
- **Criminal checks covering all prior residences, plus employment verification; 10-panel drug test** as standard.
- **MVR** for any driver roles.
- **Orientation & safety:** Provide **virtual/LMS orientation** (ADA, harassment, confidentiality, drug-free workplace) and a **safety training** program (vendor-funded).
- **Reporting:** Commit to the annual **usage report** and offer a **simple dashboard** (welcomed but not required).
- **Subcontracting (if any):** Disclose subs, roles, controls, and how we ensure compliance (requested in Q&A).

*Proposals must include a narrative description of the Firms' plan for accomplishing the work and services to be provided to the City. Plan shall include methods used for testing/training, drug testing and background checks. For direct hire placement services, the plan shall include the techniques, approaches, and recruitment strategies to be used in identifying, screening and placing qualified candidates in full-time roles.*

The Reserves Network (TRN) applies a **structured, compliance-driven, and customer-focused approach** to ensure that the City of College Station receives qualified, reliable, and workplace-ready employees for both temporary and direct hire assignments. Our plan addresses every stage of the staffing process — from recruiting and screening to onboarding and long-term workforce retention.

## Recruitment and Candidate Sourcing

- TRN leverages a combination of **proprietary candidate databases, digital recruiting platforms, grassroots community partnerships, and employee referral programs** to source candidates across all categories outlined in Attachment A.
- Our Houston recruiting team, supported by Dallas and Austin resources, maintains **active pipelines of pre-screened clerical and administrative talent**, ensuring fast-fill capability within 24 hours for urgent needs and 5–7 days for planned requisitions.
- For surge hiring or emergency staffing, TRN can **stand up a temporary recruiting center in College Station within five (5) business days**, supported by established community partnerships and regional recruiting teams.

## Testing and Training

- Candidates undergo **skills assessments** aligned to their role (e.g., data entry speed/accuracy, Microsoft Office proficiency, customer service assessments, and clerical aptitude testing).
- TRN utilizes **validated testing platforms** (e.g., eSkill, Provelt) to ensure objective evaluation of candidate abilities.
- **Orientation and training modules** cover City-required topics, including workplace safety, ADA awareness, harassment prevention, confidentiality, and drug-free workplace policies.
- All training is delivered at **TRN's expense**, ensuring associates are assignment-ready on day one.

## Drug Testing and Background Checks

- **Drug Testing:** All candidates complete a **10-panel drug test** through a certified provider (preferred by the City). Expanded panels can be provided for safety-sensitive roles. Candidates who do not meet standards are disqualified.
- **Background Checks:** TRN conducts **criminal background checks covering all locations where the candidate has resided**, as well as Social Security verification, sex offender registry searches, and employment verification.
- **Motor Vehicle Record (MVR) checks** are conducted for any candidate in a driving position.
- **E-Verify/I-9 verification** is completed prior to assignment.
- All screenings are completed **before placement**, ensuring no candidate begins work with pending checks.

## Workforce Management and Service Delivery

- TRN provides **rapid replacement within 24 hours** if a candidate is deemed unsatisfactory.
- Our **Call-Off policy** aligns with the City's requirement: no charges for the first four (4) hours if the candidate is released.
- Ongoing account management includes **weekly status updates, monthly HR meetings, and quarterly site visits**, ensuring transparency and continuous improvement.

## Direct Hire Placement Services

For full-time positions, TRN applies proven recruitment strategies designed to deliver highly qualified candidates quickly while minimizing hiring risk:

- **Targeted Sourcing:** National recruiting databases, LinkedIn Recruiter, job boards, and grassroots outreach ensure wide access to professional candidates.
- **Screening & Vetting:** Direct hire candidates complete the same comprehensive background and drug screening process as temporary staff, with additional skills and behavioral assessments as appropriate.

- **Candidate Presentation:** Only top-tier, pre-qualified candidates are presented, accompanied by a skills summary and professional résumé.
- **Guarantee:** TRN provides a **90-day replacement guarantee** on all direct hire placements. As an added value, TRN is open to a **pro-rated refund policy between days 60–90**, as noted in the RFP Q&A.
- **Conversion-Friendly Approach:** TRN will waive conversion fees at designated tiers to support the City’s long-term hiring and retention goals.

✔ **Summary:** TRN’s methodology ensures that the City receives **thoroughly vetted, qualified, and ready-to-perform staff** through a proven recruitment and compliance process. Our blend of **local responsiveness, robust screening, and flexible direct hire solutions** delivers both immediate staffing support and sustainable workforce outcomes for the City of College Station.

*Proposals must indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.*

### Project Plan and Understanding of Scope of Work

The Reserves Network (TRN) fully understands that the City of College Station requires a staffing partner capable of delivering **qualified, pre-screened candidates across clerical, administrative, and professional categories** outlined in the RFP. This requires more than simply supplying candidates — it requires a **detailed, disciplined project plan** that ensures responsiveness, compliance, and accountability.

Our plan is designed to ensure the City receives **timely staffing support, thorough compliance, and continuous workforce stability** throughout the contract term.

#### Major Tasks, Responsibilities, and Timeframes

Project Phase	Major Tasks	Timeframe	TRN Staff Responsible
<b>1. Intake &amp; Requisition Management</b>	<ul style="list-style-type: none"> <li>- Receive requisitions through City HR</li> <li>- Confirm job requirements, pay rate, and timeframe</li> <li>- Establish clear communication protocols with hiring managers</li> </ul>	Within 2 hours of requisition receipt	<b>Project Manager (Veronica Galvan, VP) Branch Manager (Alethea White)</b>
<b>2. Candidate Sourcing</b>	<ul style="list-style-type: none"> <li>- Search TRN proprietary database</li> <li>- Post to major job boards</li> <li>- Activate local/regional candidate pipelines (Houston,</li> </ul>	Candidate outreach initiated same day	<b>Recruiting Lead (Jesus Orea) Recruiting Team</b>

<b>Project Phase</b>	<b>Major Tasks</b>	<b>Timeframe</b>	<b>TRN Staff Responsible</b>
	Austin, Dallas, Brazos Valley) - Mobilize temporary recruiting center in College Station if needed		<b>(Houston-based, 20 staff)</b>
<b>3. Screening &amp; Testing</b>	- Administer clerical/skills assessments - Conduct interviews - Complete background checks (all residences), drug testing (10-panel), MVR for driving roles - Complete E-Verify/I-9 verification	Completed within 3–5 business days of requisition	<b>Recruiting Lead (Jesus Orea) Compliance Liaison (HR Support in Houston)</b>
<b>4. Candidate Presentation</b>	- Submit shortlist of 2–3 qualified candidates per requisition - Include résumé, skills test results, screening confirmation	Delivered within 5–7 business days for planned requisitions; within 24 hours for urgent needs	<b>Recruiting Team Account Manager (Kosi Anazodo)</b>
<b>5. Placement &amp; Onboarding</b>	- Provide orientation on workplace safety, ADA, harassment prevention, confidentiality, and City policies - Deliver timekeeping instructions - Issue ID badges/uniforms if required	Day before or day of placement	<b>Account Manager (Kosi Anazodo) Payroll/HR Staff (Houston)</b>
<b>6. Workforce Management</b>	- Monitor attendance and performance - Conduct monthly HR meetings with City - Provide quarterly site visits - Guarantee 24-hour replacement if candidate is unsatisfactory	Ongoing throughout assignment	<b>Branch Manager (Alethea White) Account Manager (Kosi Anazodo)</b>
<b>7. Reporting &amp; Invoicing</b>	- Submit itemized invoices by group/location with worker-level detail - Provide annual usage reports	Weekly invoicing; quarterly/annual reporting	<b>Accounting Support (Houston &amp; Corporate)</b>

Project Phase	Major Tasks	Timeframe	TRN Staff Responsible
	30 days prior to renewal - Offer optional dashboards/workforce analytics		
<b>8. Direct Hire Services</b>	- Apply targeted sourcing (LinkedIn, job boards, referrals) - Screen with assessments, interviews, background/drug checks - Present qualified finalists - Provide 90-day guarantee with optional pro-rated refund	Candidate shortlist delivered in 10–15 business days	<b>Project Manager (Veronica Galvan, VP) Recruiting Team (Houston)</b>

### Clear Understanding of Responsibilities

- **TRN Responsibilities:** Recruiting, screening, training/orientation, payroll administration, invoicing, compliance (I-9, E-Verify, ACA, workers’ compensation), timekeeping platform, and reporting.
- **City Responsibilities:** Providing requisitions, confirming pay rates, approving candidate selections, approving hours worked, and initiating permanent conversions.

### Summary

This structured project plan ensures the City of College Station receives:

- **Speed:** Candidate shortlists in 5–7 days for planned needs, 24 hours for urgent requests.
- **Compliance:** 100% of candidates fully screened before assignment.
- **Accountability:** A dedicated Texas-based account team with executive oversight and regional recruiting depth.
- **Flexibility:** Ability to scale by opening a College Station recruiting center within 5 business days for surge or emergency staffing.

Through this approach, TRN demonstrates a **clear understanding of the City’s scope of work** and the commitment to deliver staffing solutions that are timely, compliant, and sustainable.

*Proposals shall clearly distinguish the Firms’ duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks*

## Duties and Responsibilities

The Reserves Network (TRN) recognizes the importance of clearly distinguishing the responsibilities of both parties to ensure seamless service delivery and accountability. TRN accepts full responsibility for all tasks under our control — including recruiting, screening, compliance, and payroll administration — while acknowledging the City’s role in managing requisitions, approvals, and departmental oversight.

### TRN Responsibilities

- **Recruitment & Candidate Sourcing:** Identifying, screening, and presenting qualified candidates through TRN’s recruiting teams and community partnerships.
- **Pre-Employment Screening:** Administering background checks (all residences), 10-panel drug testing, employment verification, and MVRs (when applicable).
- **Skills Testing & Training:** Conducting clerical/administrative skills testing and providing pre-assignment orientation (safety, ADA, harassment prevention, confidentiality, drug-free workplace).
- **Onboarding:** Preparing candidates for assignment, delivering timekeeping instructions, and ensuring workplace readiness.
- **Workforce Management:** Monitoring attendance and performance; providing replacements within 24 hours if a worker is unsatisfactory; offering ongoing account management and monthly/quarterly check-ins with City HR.
- **Payroll & Benefits Administration:** Managing wages, payroll taxes, ACA compliance, and workers’ compensation coverage.
- **Invoicing & Reporting:** Submitting itemized invoices by group/location with worker-level detail; providing annual usage reports 30 days prior to renewal.
- **Direct Hire Services:** Sourcing, screening, and presenting candidates for full-time employment; offering a 90-day replacement guarantee.

### City Responsibilities

- **Requisition Submission:** Providing job orders to TRN through the City’s HR Department, including job descriptions, pay rates, and department requirements.
- **Approvals:** Reviewing candidate submittals, approving selected candidates, and approving hours worked for invoicing purposes.
- **Onsite Supervision:** Managing day-to-day supervision of temporary staff during assignments.
- **Feedback & Communication:** Providing timely feedback on candidate performance and notifying TRN of any staffing issues.
- **Conversion Decisions:** Determining if/when a temporary employee should be converted to permanent employment under Attachment C guidelines.

✓ **Summary:** TRN assumes full responsibility for all recruiting, compliance, onboarding, payroll, and reporting functions, while the City retains responsibility for initiating requisitions, approving placements, and supervising staff in the workplace. This distinction ensures accountability, transparency, and smooth coordination throughout the engagement.

## Tab D – References

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*Provide references from three (3) successful service engagements within the past five (5) years, including the name of the entity, address, contact name, email address, phone number and duration of service. Preference is given to references from municipalities, counties, state agencies, or other governmental entities. References from nongovernmental clients where services comparable in size and scope have been performed may be submitted and will be considered.*

The Reserves Network (TRN) is proud to support a wide range of public-sector clients with temporary staffing services. Below are four government references that can attest to our knowledge, quality of work, timeliness, diligence, working relationships, and flexibility.

### Harris County | Houston, Texas

- **Client Type:** County Government
- **Address:** 1111 Fannin Street Houston, TX 77002
- **Contact Name/Title:** Linh (Khanh) Lam, Vendor Recruitment Specialist, Human Resources, Public Health
- **Phone:** (832) 927-7437 | Cell (832) 648-0691
- **Email:** [khanh.lam@phs.hctx.net](mailto:khanh.lam@phs.hctx.net)
- **Services Provided:** Temporary staffing for administrative, clerical, public health and departmental support.
- **Length of Relationship:** 8+ years.
- **Performance Highlights:** Delivered consistent, qualified placements with a 98% fill rate and maintained strong relationships with County departments, supporting both day-to-day operations and special projects.

### City of Houston | Houston, Texas

- **Client Type:** City Government
- **Address:** 611 Walker Street, Houston, TX 77002
- **Contact Name/Title:** Carla Coleman, CPM, IPMM-SCP | Assistant Director
- **Phone:** (832) 393-5169
- **Email:** [Carla.coleman@houston.tx.gov](mailto:Carla.coleman@houston.tx.gov)
- **Services Provided:** Administrative, clerical, and election surge staffing.
- **Length of Relationship:** 22 years (contract rebid every 4 years).
- **Performance Highlights:** Consistently reselected as a vendor due to high-quality placements, responsive service, and proven ability to mobilize surge staffing during peak periods.

### City of Pearland

- **Client Type:** City Government
- **Address:** 3523 Liberty Drive Pearland, Texas
- **Contact Name/Title:** Melissa Saxton | Director of Finance

- **Phone:** (281) 652-1650
- **Email:** [msaxton@pearlandtx.gov](mailto:msaxton@pearlandtx.gov)
- **Services Provided:** Administrative, and accounting support staff across multiple departments.
- **Length of Relationship:** 10+ years. Previously partnered with Melissa Saxton during her tenure with the City of Houston, Texas Southern University and now with City of Pearland

**Performance Highlights:** Provided accounting support who were tested and interviewed by hiring managers within three days in receipt of orders

## Tab E – Proposal Certification & Addenda

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*Proposals must include a fully completed Certification form. Proposals lacking the Certification form may be considered non-responsive and may be rejected. Acknowledge all addendums (if any) on the Certification form.*

- .

**CERTIFICATION**

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

Signed By: Laura Bowen, CTS/CSP Title: Chief Operating Officer

Typed Name: Laura Bowen, CTS/CSP Company Name: The Reserves Network, Inc.

Phone No.: (713) 590-2987 Fax No.: (713) 952-0755

Email: lbowen@trnstaffing.com

Vendor Address: 5424 Katy Freeway Houston, TX 77007  
P.O. Box or Street City State Zip

Remit Address: PO Box 373415 Cleveland Ohio 44193  
P.O. Box or Street City State Zip

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

Federal Tax ID No.: 34-1711012

DUNS No.: 16-035-2076

Date: 9/24/2025

**RECEIPT OF ADDENDA**

I hereby acknowledge receipt of the following Addenda: LB

\*This form must be submitted with proposals under Tab E.

**RFP NO. 25-068**

**EXHIBIT "F"**  
**Contractor's Certificate(s) of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2025

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).

<b>PRODUCER</b> Acrisure LLC 1265 Drummers Lane, Suite 300 Wayne PA 19087	<b>CONTACT NAME:</b> Hannah Franklin <b>PHONE (A/C. No. Ext):</b> 866-282-9742 <b>E-MAIL ADDRESS:</b> MidAtlanticCerts@acrisure.com	<b>FAX (A/C. No):</b> 610-995-0105	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> The Reserves Network, Inc. 22021 Brookpark Road Fairview Park OH 44126	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company		<b>NAIC #</b> 18058
	<b>INSURER B:</b> Federal Insurance Company		20281
	<b>INSURER C:</b> Zurich American Insurance Company		16535
	<b>INSURER D:</b> Lloyd's		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1527644806

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2639966005	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PHPK2639966005	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB895243005	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC437819803	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A D	Crime 3rd Party Coverage Professional Liability Cyber Liability			J06084011 PHPK2639966005 D3669D250201	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	Occurrence 2,000,000 Occ. - 1,000,000 Agg. - 2,000,000 Occurrence 5,000,000

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

City of College Station, its officers, agents, volunteers, and employees are included as an Additional Insured on a primary & non-contributory basis with regard to General Liability as well as additional insured with regard to Hired & Non-Owned Automobile Liability coverage, when required by a written contract, but only as respects liability arising from the named insured's operations on behalf of the Additional Insured and subject to policy terms, conditions, and exclusions. Waiver of Subrogation is issued in favor of City of College Station with regard to Workers Compensation as permitted by law and when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of College Station Attn: Risk Management PO Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

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

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

**Named Insured:** The Reserves Network, Inc.

**Endorsement Effective Date:** 01/01/2025

### SCHEDULE

**Name of Person(s) or Organization(s):**

Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional Insured but only for liability arising out of the negligence of the named insured.

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

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

of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. is amended to read:

“Bodily injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**P. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14., Item b. is revised to read:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal and advertising injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**Q. Section IV – Commercial General Liability Conditions** is amended by the addition of the following:

The following language is added to Item 4. **Other Insurance**:

Insurance under this endorsement is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional Insured for "bodily injury", "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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

**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 where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional Insured for "Bodily injury", "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured.	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

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

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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

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

Endorsement Effective 01/01/2025 Policy No. WC 4378198 - 03

Endorsement No.

Insured The Reserves Network Inc

Premium \$

Insurance Company Zurich American Insurance Company

Countersigned by \_\_\_\_\_

**January 22, 2026**

**Item No. 7.4.**

**Sponsor:** Sam Rivera

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a subscription agreement with Kudelski Security Inc. for Palo Alto Networks firewall systems, hardware and support in the amount of \$311,322.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

**Recommendation(s):** CIO recommends approval

**Summary:** As part of our ongoing commitment to maintaining a secure, resilient, and high-performing network infrastructure, we have undertaken a strategic initiative to replace our existing firewall systems that have reached end-of-life (EOL) status. These legacy firewalls, while having served reliably over the past several years, are no longer supported by the manufacturer and lack the capabilities required to meet the evolving demands of modern cybersecurity threats and compliance standards. The decision to replace these units was driven by several critical factors. First and foremost, the cessation of vendor support for the EOL firewalls means that we would no longer receive firmware updates, security patches, or technical assistance—leaving our network vulnerable to emerging threats and potential exploitation. Additionally, the aging hardware has shown signs of performance degradation, which could impact the availability and reliability of our services. To address these concerns, we will procure new firewall equipment that offers enhanced throughput, advanced threat protection, and improved integration with our existing security architecture. These next-generation firewalls are equipped with features such as deep packet inspection, intrusion prevention, application-aware filtering, and cloud-based threat intelligence—capabilities that are essential for defending against sophisticated cyberattacks and ensuring regulatory compliance. In conjunction with the hardware upgrade, we will also renew our three-year support contract with the vendor. This renewal ensures that we will continue to receive comprehensive support services, including 24/7 technical assistance, proactive monitoring, firmware updates, and access to the latest security enhancements. The support contract is a critical component of our risk management strategy, providing peace of mind and operational continuity in the event of hardware failure or security incidents. This dual approach—replacing outdated hardware and securing long-term support—positions our organization to maintain a robust security posture, reduce operational risk, and support future growth. It reflects our proactive stance on cybersecurity and our dedication to safeguarding the integrity of our digital assets.

The project's total cost is \$311,322.00; of that, \$62,736 will be used to purchase the equipment, and \$248,586 will cover a three-year support contract paid annually.

Contingent upon City Council approval, the firewall equipment and support will be procured through DIR Contract DIR-CPO-5687. DIR is a cooperative purchasing program that provides competitively solicited contracts for use by governmental agencies. Each DIR contract is awarded following a formal solicitation process that fully complies with state and local competitive procurement statutes. By utilizing an existing DIR contract, the City leverages volume-based pricing and discounts, reduced administrative costs, and increased procurement efficiency.

**Budget & Financial Summary:** Funds are available in the technology equipment replacement fund for hardware replacement, and operational budgets will cover support the contract.

**Attachments:**

1. QUO-06572-M2G9Z1 Rev. 4



# Quote

Kudelski Security, Inc.  
5090 North 40<sup>th</sup> St Suite 450 Phoenix AZ 85018

**Date** 10/28/2025  
**Quote #** QUO-06572-M2G9Z1 Rev. 4

**Quoted To**  
City of College Station  
Tim VanAken  
tvanaken@cstx.gov  
(979) 764-3406

**Expires** 12/31/2025  
**Terms** 30 Days

**Sales Rep** Sonja Young  
**Phone #** +1 512 266 7013

**Contract #** DIR-CPO-5687

**Email** sonja.young@kudelskisecurity.com

Item	Qty	Description	Asset Name	Serial Number	Start	End	MSRP	Discount	Unit Price	Ext. Price
PAN-SVC-PREM-440-3YR-R	1.00	PA-440, Premium support, 3 years (36 months), term, renewal.		21201073768	3/1/2026	3/19/2029	\$859.6600	12.00	756.50	\$756.50
PAN-PA-440-BND-CORESEC-3YR-R	1.00	PA-440, Precision AI Network Security Subscription Renewal Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 3 years (36 months) term		21201073768	3/25/2026	3/19/2029	\$2,401.6200	22.00	1,873.26	\$1,873.26
PAN-SVC-PREM-440-3YR-R	1.00	PA-440, Premium support, 3 years (36 months), term, renewal.		21201073790	3/1/2026	3/19/2029	\$859.6600	12.00	756.50	\$756.50
PAN-PA-440-BND-CORESEC-3YR-R	1.00	PA-440, Precision AI Network Security Subscription Renewal Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 3 years (36 months) term		21201073790	3/25/2026	3/19/2029	\$2,401.6200	22.00	1,873.26	\$1,873.26
PAN-SVC-PREM-440-3YR-R	1.00	PA-440, Premium support, 3 years (36 months), term, renewal.		21201073984	3/1/2026	3/19/2029	\$859.6600	12.00	756.50	\$756.50
PAN-PA-440-BND-CORESEC-3YR-R	1.00	PA-440, Precision AI Network Security Subscription Renewal Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 3 years (36 months) term		21201073984	3/25/2026	3/19/2029	\$2,401.6200	22.00	1,873.26	\$1,873.26
PAN-SVC-PREM-440-3YR-R	1.00	PA-440, Premium support, 3 years (36 months), term, renewal.		21201074121	3/1/2026	3/19/2029	\$859.6600	12.00	756.50	\$756.50
PAN-PA-440-BND-CORESEC-3YR-R	1.00	PA-440, Precision AI Network Security Subscription Renewal Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 3 years (36 months) term		21201074121	3/25/2026	3/19/2029	\$2,401.6200	22.00	1,873.26	\$1,873.26
PAN-SVC-PREM-440-3YR-R	1.00	PA-440, Premium support, 3 years (36 months), term, renewal.		21201074850	3/1/2026	3/19/2029	\$859.6600	12.00	756.50	\$756.50
PAN-PA-440-BND-CORESEC-3YR-R	1.00	PA-440, Precision AI Network Security Subscription Renewal Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 3 years (36 months) term		21201074850	3/25/2026	3/19/2029	\$2,401.6200	22.00	1,873.26	\$1,873.26
PAN-PA-440-BND-	1.00	Palo Alto Networks : PA-440, Core Security		21201122112	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81



# Quote

Kudelski Security, Inc.  
5090 North 40<sup>th</sup> St Suite 450 Phoenix AZ 85018

**Date** 10/28/2025  
**Quote #** QUO-06572-M2G9Z1 Rev. 4

Item	Qty	Description	Asset Name	Serial Number	Start	End	MSRP	Discount	Unit Price	Ext. Price
CORESECC-R		Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal								
PAN-PA-440-BND-CORESECC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21201122703	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81
PAN-PA-440-BND-CORESECC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21201122709	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81
PAN-PA-440-BND-LAB4-R	1.00	Palo Alto Networks : PA-440, Lab bundle subscription (Threat prevention, DNS, Advanced URL filtering, GlobalProtect, WildFire, SD-WAN, Standard support), 1 year (12 months), prepaid, renewal		21201122736	9/25/2027	3/19/2029	\$177.5600	22.00	138.50	\$138.50
PAN-PA-440-BND-CORESECC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21201122747	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81
PAN-PA-440-BND-CORESECC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21201122748	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81
PAN-PA-440-BND-CORESECC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21201122749	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81
PAN-PA-440-BND-CORESECC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21201122751	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81
PAN-PA-440-BND-CORESECC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21201122799	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81



# Quote

Kudelski Security, Inc.  
5090 North 40<sup>th</sup> St Suite 450 Phoenix AZ 85018

**Date** 10/28/2025  
**Quote #** QUO-06572-M2G9Z1 Rev. 4

Item	Qty	Description	Asset Name	Serial Number	Start	End	MSRP	Discount	Unit Price	Ext. Price
PAN-PA-440-BND-CORESEC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21201122809	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81
PAN-PA-440-BND-CORESEC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21201122814	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81
PAN-PA-440-BND-CORESEC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21201123132	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81
PAN-PA-440-BND-CORESEC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21201123159	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81
PAN-PA-440-BND-CORESEC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21201123162	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81
PAN-PA-440-BND-CORESEC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21201123290	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81
PAN-PA-440-BND-CORESEC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21201123610	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81
PAN-PA-440-BND-CORESEC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21209051931	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81
PAN-PA-440-BND-CORESEC-R	1.00	Palo Alto Networks : PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		21209051970	9/25/2027	3/19/2029	\$1,322.8300	22.00	1,031.81	\$1,031.81



# Quote

Kudelski Security, Inc.  
5090 North 40<sup>th</sup> St Suite 450 Phoenix AZ 85018

Date 10/28/2025  
Quote # QUO-06572-M2G9Z1 Rev. 4

Item	Qty	Description	Asset Name	Serial Number	Start	End	MSRP	Discount	Unit Price	Ext. Price
PAN-PA-1410-AWF-3YR-R	1.00	Advanced Wildfire, DNS Security and SD-WAN), 1YR Renewal		26701013928	3/19/2026	3/19/2029	\$8,107.4000	22.00	6,323.77	\$6,323.77
PAN-PA-1410-ADVURL-3YR-R	1.00	PA-1410, Advanced URL Filtering subscription, 3 years (36 months) term, renewal.		26701013928	3/19/2026	3/19/2029	\$8,107.4000	22.00	6,323.77	\$6,323.77
PAN-SVC-PREM-1410-3YR-R	1.00	PA-1410, Premium support, 3 years (36 months) term, renewal.		26701013928	1/25/2026	3/19/2029	\$6,252.8400	15.00	5,314.91	\$5,314.91
PAN-PA-1410-ATP-3YR-R	1.00	PA-1410, Advanced Threat, 3 years (36 months) term, renewal.		26701013928	3/19/2026	3/19/2029	\$8,107.4000	22.00	6,323.77	\$6,323.77
PAN-PA-3430-BND-CORESEC-3YR	2.00	PA-3430, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and SD- WAN), 3 years (36 months) term					\$124,410.0000	45.25	68,114.48	\$136,228.96
PAN-SVC-PREM-3430-3YR-R	2.00	Premium support 3-year term renewal, PA-3430					\$33,186.0000	30.00	23,230.20	\$46,460.40
PAN-PA-3430	2.00	Palo Alto Networks PA-3430 with redundant AC power supplies					\$55,650.0000	45.25	30,468.38	\$60,936.76
PAN-SFP-PLUS-SR	8.00	SFP+ SR 10GigE transceiver (PA-5060, PA-5050)					\$1,580.0000	40.00	948.00	\$7,584.00
PAN-QSFP-40GBASE-SR4	4.00	QSFP+ 40G transceiver, 100m reach, IEEE 802.3ba 40GBASE-SR4 compliant, PA-7000 series					\$2,100.0000	40.00	1,260.00	\$5,040.00
PAN-EDU-TRAINING-100	50.00	TRAINING PALO ALTO : Training Credit - To be redeemed with Authorized Training Partners (ATPs), Enroll with Westcon s authorized global training center at https://synnex.arlo.co/w/courses/cat-2-palo-alto-networks/					\$100.0000	100.00	0.00	\$0.00
PAN-U42-EOD-24HR-L1	1.00	Unit 42 Public Sector Expertise on Demand Subscription, 24-hour remote response time. Up to 50 consulting hours.					\$22,000.0000	100.00	0.00	\$0.00
SPECIAL DISCOUNT TECHNOLOGY	-1.00	SPECIAL DISCOUNT TECHNOLOGY					\$42.4100	0.00	42.41	(\$42.41)

**Total \$311,322.00**

THIS QUOTE IS SUBJECT TO RECEIVING A NON-CANCELLABLE Purchase Order FOR THE FULL AND TOTAL AMOUNT OF \$311,322.00 paid in three installments listed below. All amounts quoted exclusive of sales tax, shipping and handling charges, and other expenses incident to delivery. Signature below indicates acceptance of all terms, including pricing, non-cancellation, and terms and conditions of sale of product and services listed above. Any terms that may conflict with the preceding sentences in a Purchase Order or other similar ordering document are expressly disclaimed and rejected.

City of College Station will be responsible for the entire amount in three installments as follows:

- Payment 1 - \$145,598.00 Due Net 30 from the invoice date
- Payment 2 - \$82,862.00 Due Net 30 from the invoice date
- Payment 3 - \$82,862.00 Due Net 30 from the invoice date



# Quote

Kudelski Security, Inc.  
5090 North 40<sup>th</sup> St Suite 450 Phoenix AZ 85018

**Date** 10/28/2025  
**Quote #** QUC-06572-M2G9Z1 Rev. 4

This quote is subject to the Terms and Conditions of Sale listed at [kudelskisecurity.com/terms-of-sale](https://kudelskisecurity.com/terms-of-sale) ("Terms of Sale"). By signing this quote or submitting a purchase order, Client agrees to these Terms of Sale unless Client and Kudelski have a valid contract for the product above. Any terms inconsistent with the Terms of Sale are expressly rejected and have no binding effect whatsoever on Client, Kudelski, this Quote, or any related purchase orders or statements of work.

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Authorized Representative

Date

**January 22, 2026**

**Item No. 7.5.**

**Electric Bore Projects - CSNW Feeder Exits & SH6 Widening**

**Sponsor:** Glenn Gavit

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action on a contract award for Electric Underground Distribution Bore Projects to Sterling Global Industries, LLC, not to exceed \$1,537,561.67.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

**Recommendation(s):** Staff recommends awarding a contract for electric distribution directional bore projects for SH6 and SH47 to Sterling Global Industries, LLC for a not to exceed amount of \$1,537,561.67.

**Summary:** CSU Electric solicited bids for a predetermined selection of electric underground distribution directional bore projects related to TxDOT's SH6 widening and feeder exits for the Northwest Substation. CSU will provide the designs and materials for these projects. The contractor will provide labor and equipment to complete the required bores.

Two (2) proposals were received on December 3, 2025, and were evaluated by Electric staff. Sterling Global Industries, LLC was selected as the winning bid based on pricing and quality work record with other CSU bore projects.

**Budget & Financial Summary:** Funds for the electric bore contract are budgeted in the Electric Capital Improvements Fund in their associated projects.

**Attachments:**

1. 26-026 Bid Tabulation
2. C# 26300224 12.5kV Electric UG Power line Projects (26-026)



<b>BID TABULATION FOR</b> <b>26-026</b> <b>"12.5kV Electric UG Power Line Projects"</b> <b>12/03/25 @ 2:00 P.M.</b>				<b>Sterling Global Industries, LLC</b>		<b>Capstar Construction, LLC dba Capstar Electric</b>	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>CATEGORY GROUP A "Southwest Parkway"</b>							
1	1062	FT	4" SDR-11-HDPE CONDUIT	\$8.50	\$9,027.00	\$ 6.18	\$6,563.16
2	1062	FT	6" SDR-11-HDPE CONDUIT	\$11.75	\$12,478.50	\$ 8.17	\$8,676.54
3	60	FT	4" SCH 40 PVC CONDUIT	\$2.36	\$141.60	\$ 9.11	\$546.60
4	60	FT	6" SCH 40 PVC CONDUIT	\$4.50	\$270.00	\$ 12.44	\$746.40
5	4	FT	4" SCH 40 PVC CONDUIT 90° ELBOW (48" RADIUS)	\$7.50	\$30.00	\$ 283.01	\$1,132.04
6	4	FT	6" SCH 40 PVC CONDUIT 90° ELBOW (60" RADIUS)	\$15.00	\$60.00	\$ 616.23	\$2,464.92
7	4	FT	4" SCH 40 PVC CONDUIT END CAP	\$45.00	\$180.00	\$ 70.81	\$283.24
8	4	FT	6" SCH 40 PVC CONDUIT END CAP	\$85.00	\$340.00	\$ 111.80	\$447.20
9	511	FT	TRENCHLESS DIRECTIONAL BORE TWO 4" AND TWO 6" HDPE CONDUITS	\$209.47	\$107,039.17	\$ 198.84	\$101,607.24
10	2	FT	POLYWATER BONDUIT CONDUIT ADHESIVE KIT	\$75.00	\$150.00	\$ 245.44	\$490.88
CATEGORY - TOTAL				\$129,716.27		\$122,958.22	
<b>CATEGORY Jack Winslow's Body Shop</b>							
1	3798	FT	4" SDR-11-HDPE CONDUIT	\$8.50	\$32,283.00	\$ 6.18	\$23,471.64
2	120	FT	4" SCH 40 PVC CONDUIT	\$4.31	\$517.20	\$9.11	\$1,093.20
3	6	FT	4" SCH 40 PVC CONDUIT 90° ELBOW (48" RADIUS)	\$7.50	\$45.00	\$283.01	\$1,698.06
4	6	FT	4" SCH 40 PVC CONDUIT END CAP	\$45.00	\$270.00	\$70.81	\$424.86
5	3	FT	3-PHASE PRIMARY DISCONNECT ELBOWS	\$220.00	\$660.00	\$1,832.66	\$5,497.98
6	485	FT	TRENCHLESS DIRECTIONAL BORE WITH SIX 4" HDPE CONDUITS	\$212.23	\$102,931.55	\$170.07	\$82,483.95
7	118	FT	63"x21" OPEN CUT TRENCH	\$45.00	\$5,310.00	\$91.80	\$10,832.40
8	2	FT	POLYWATER BONDUIT CONDUIT ADHESIVE KIT	\$75.00	\$150.00	\$245.44	\$490.88
9	1	EA	CUT EXISTING STEEL CASING AND CONDUIT OUT AT CONFLICT LOCATION (5' WIDE CUT)	\$45,000.00	\$45,000.00	\$6,633.75	\$6,633.75
10	1	EA	GROUT FILL AND CAP EXISTING STEEL CASING AND CONDUIT	\$22,000.00	\$22,000.00	\$35,322.51	\$35,322.51
11	3	FT	3-PHASE PRIMARY DISCONNECT ELBOWS	\$220.00	\$660.00	\$1,832.00	\$5,496.00
12	723	FT	3-PHASE PRIMARY UNDERGROUND 1000 MCM CABLE	\$14.75	\$10,664.25	\$115.09	\$83,210.07
CATEGORY - TOTAL				\$220,491.00		\$256,655.30	



<b>BID TABULATION FOR 26-026 "12.5kV Electric UG Power Line Projects" 12/03/25 @ 2:00 P.M.</b>				<b>Sterling Global Industries, LLC</b>		<b>Capstar Construction, LLC dba Capstar Electric</b>	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>CATEGORY Northwest Substation</b>							
1	10	EA	MANHOLE GRADE RING ASSEMBLY UNIT	\$850.00	\$8,500.00	\$1,434.44	\$14,344.40
2	5	EA	MANHOLE NECK EXTENSION (12 INCHES)	\$175.00	\$875.00	\$543.26	\$2,716.30
3	1	EA	MANHOLE NECK EXTENSION (15 INCHES)	\$200.00	\$200.00	\$887.51	\$887.51
4	6	EA	LARGE IN-GROUND CONCRETE VAULT	\$20,000.00	\$120,000.00	\$28,266.10	\$169,596.60
5	5934	FT	4" SDR-11-HDPE CONDUIT	\$8.50	\$50,439.00	\$6.18	\$36,672.12
6	6228	FT	6" SDR-11-HDPE CONDUIT	\$11.75	\$73,179.00	\$8.17	\$50,882.76
7	3290	FT	4" SCH 40 PVC CONDUIT	\$4.31	\$14,179.90	\$9.11	\$29,971.90
8	9606	FT	6" SCH 40 PVC CONDUIT	\$7.50	\$72,045.00	\$12.44	\$119,498.64
9	14	FT	4" SDR-11 HDPE CONDUIT 90° ELBOW (48" RADIUS)	\$20.00	\$280.00	\$472.74	\$6,618.36
10	12	FT	6" SDR-11 HDPE CONDUIT 90° ELBOW (60" RADIUS)	\$25.00	\$300.00	\$616.23	\$7,394.76
11	6	FT	4" SCH 40 PVC CONDUIT 90° ELBOW (48" RADIUS)	\$7.50	\$45.00	\$283.01	\$1,698.06
12	10	FT	4" SCH 40 PVC CONDUIT END CAP	\$45.00	\$450.00	\$70.81	\$708.10
13	12	FT	6" SCH 40 PVC CONDUIT END CAP	\$85.00	\$1,020.00	\$111.80	\$1,341.60
14	14	FT	4" SDR-11 HDPE CONDUIT END CAP	\$75.00	\$1,050.00	\$123.59	\$1,730.26
15	128	FT	1.5' WIDE AND 5.25' DEEP TRENCH	\$45.00	\$5,760.00	\$46.44	\$5,944.32
16	22	FT	1.83' WIDE AND 5.58' DEEP TRENCH	\$53.50	\$1,177.00	\$59.66	\$1,312.52
17	1716	FT	1.75' WIDE AND 6.38' DEEP TRENCH	\$55.00	\$94,380.00	\$121.39	\$208,305.24
18	144	FT	2.75' WIDE AND 5.88' DEEP TRENCH	\$62.00	\$8,928.00	\$63.35	\$9,122.40
19	29	FT	2.75' WIDE AND 5.88' DEEP TRENCH	\$62.00	\$1,798.00	\$75.69	\$2,195.01
20	19	FT	1.5' WIDE AND 6.5' DEEP TRENCH	\$50.00	\$950.00	\$53.96	\$1,025.24
21	830	FT	TRENCHLESS DIRECTIONAL BORE WITH TWO 4" AND SIX 6" HDPE CONDUITS	\$386.45	\$320,753.50	\$267.49	\$222,016.70
22	1	EA	STANDARD FIBERGLASS VAULT ASSEMBLY	\$245.00	\$245.00	\$11,342.89	\$11,342.89
23	1	EA	PULLBOX EXTENSION RING AND COVER	\$650.00	\$650.00	\$1,137.75	\$1,137.75
24	2	FT	POLYWATER BONDUIT CONDUIT ADHESIVE KIT	\$75.00	\$150.00	\$245.44	\$490.88
<b>CATEGORY - TOTAL</b>				<b>\$777,354.40</b>		<b>\$906,954.32</b>	
<b>CATEGORY Miscellaneous</b>							
1	1	LS	TRAFFIC CONTROL AS REQUIRED BY TXDOT and COCS (FOR ALL THREE PROJECT LOCATIONS).	\$145,000.00	\$145,000.00	\$29,654.00	\$29,654.00
2	1	LS	MOBILIZATION TO INCLUDE COST TO MOBILIZE EQUIPMENT, MATERIAL AND LABOR FOR THE CONSTRUCTION OF ALL THREE PROJECTS. THIS ALSO INCLUDES DE-MOBILIZATION WHEN THE PROJECTS ARE COMPLETED.	\$45,000.00	\$45,000.00	\$53,070.00	\$53,070.00
3	1	LS	RIGHT OF WAY RESTORATION SHALL INCLUDE REMOVAL OF ALL DEBRIS, SPOILS AND MATERIALS IN THE AREA WHERE THE CONTRACTOR HAS DISTURBED DURING CONSTRUCTION. CONTRACTOR SHALL LEVEL AND SMOOTH THE AREA AND 2" OF TOP SOIL OVER THE CONSTRUCTION AREA. AFTER TOP SOIL IS APPLIED HYDRO-MULCH SEEDING IS TO BE APPLIED. THIS UNIT TO BE PAID BY LUMP SUM FOR ALL THREE PROJECTS.	\$115,000.00	\$115,000.00	\$271,055.00	\$271,055.00
4	1	LS	TRENCH SAFETY AS REQUIRED PER THE BID DOCUMENT FOR ALL THREE (3) PROJECTS.	\$105,000.00	\$105,000.00	\$75,190.56	\$75,190.56
<b>CATEGORY - TOTAL</b>				<b>\$410,000.00</b>		<b>\$428,969.56</b>	
<b>SUMMARY TOTAL</b>				<b>Sterling Global Industries, LLC</b>		<b>dba Capstar Electric</b>	
Group A – Underground Installation and Overhead Removal of Distribution North of Southwest Parkway				\$129,716.27		\$122,958.22	
Group B – Installation and Removal of Underground Distribution along Highway 6 between Birmingham Rd and Graham Rd, near Jack Winslow's Body Shop				\$220,491.00		\$256,655.30	
Group C – Installation of Underground Distribution Feeder exists from Northwest Substation and across Highway 47				\$777,354.40		\$906,954.32	
Group D - Miscellaneous				\$410,000.00		\$428,969.56	
<b>GRAND TOTAL</b>				<b>\$1,537,561.67</b>		<b>\$1,715,537.40</b>	



# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300224 PROJECT #: N/A BID/RFP/RFQ#: 26-026

**Project Name / Contract Description:** 12.5kV Electric Underground Power line Projects  
Three 12.5kV underground power line projects that require construction.

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

**CONTRACT TOTAL VALUE:** \$ 1,537,561.67 **Grant Funded** Yes  No   
If yes, what is the grant number:

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

**NEW CONTRACT**  **RENEWAL #** \_\_\_\_\_  **CHANGE ORDER #** \_\_\_\_\_  **OTHER** \_\_\_\_\_

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

Bid Posted: November 11, 2025 Opened: December 3, 2025 @ 2:00 p.m. Received: Two (2) Complete Responses  
Sterling Global Industries, LLC \$1,537,561.67 ; Capstar Construction, LLC \$1,715,537.40  
Electric recommends lowest responsive, responsible bidder: Sterling Global Industries, LLC \$1,537,561.67  
Funds are available in the Electric capital budget. Specific projects will be charged as invoices are received.

(If required)\*  
**CRC Approval Date\*:** N/A **Council Approval Date\*:** 01/22/26 **Agenda Item No\*:** \_\_\_\_\_

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

**Insurance Certificates:** DDV **Performance Bond:** LP **Payment Bond:** LP **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

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

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Sterling Global Industries, LLC. (the "Contractor") for the construction and/or installation of the following:  
12.5kV Electric Underground Power line Projects (ITB# 26-026)

**1. DEFINITIONS**

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

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

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

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

**1.05 Contract Amount.** The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: One million five hundred thirty-seven thousand five hundred sixty one dollars and 67 /100 Dollars (\$1,537,561.67).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. CONTRACT DOCUMENTS**

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

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

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

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

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

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

### **3. AWARD OF CONTRACT**

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

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

### **4. CITY'S REPRESENTATIVE**

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

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

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

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

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

### **5. INDEPENDENT CONTRACTOR**

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

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

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

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

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

## **6. DISORDERLY EMPLOYEES**

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

## **7. HOURS OF WORK**

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

## **8. NATURE OF THE WORK**

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

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

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

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

## **9. POST-AGREEMENT AWARD MEETINGS**

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

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

- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

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

## **10. PROGRESS OF WORK**

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

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

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

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

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

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

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

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

- (a) The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subparagraph.
- (b) The City may exercise the rights furnished the City under or pursuant to this Subparagraph as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

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

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

## **11. SITE CONDITIONS AND MANAGEMENT**

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

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

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

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

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

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

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

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

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

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

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

## **12. MATERIALS**

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

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

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

- (a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.
- (b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.
- (c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.
- (d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.
- (e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

### **13. ENTRY, OBSERVATION, TESTING & POSSESSION**

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

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

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

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

### **14. REJECTED WORK**

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

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

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

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

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

## **15. SUBCONTRACTING & SUBCONTRACTORS**

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

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

## **16. PAYMENT**

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

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

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

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

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

OR:

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

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

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

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

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

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

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

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

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

- (a) Defective work.
- (b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (g) City's determination of an amount of liquidated damages.
- (h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (i) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

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

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

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

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

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

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

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

## 17. EXTRA WORK CHARGES

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

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



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

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

OR:



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

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

- (a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.
- (b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.
- (c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

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

**Method A** – By agreed unit prices, or

**Method B** – By agreed lump sum, or

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

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

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

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

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

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

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

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

- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

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

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

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

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

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

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

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

**19. SUBSTANTIAL COMPLETION**

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

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

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

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

## **20. FINAL COMPLETION**

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

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

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

## **21. DELAYS**

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

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

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

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

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

## **22. EXTENSIONS OF TIME**

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

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

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

## **23. LIQUIDATED DAMAGES**

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

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

permanently withhold from the Contractor's total compensation the sum of Five-Hundred \_\_\_\_\_ and 00 /100 DOLLARS (\$500.00 \_\_\_\_\_) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

## 24. CHARGES FOR INJURY OR REPAIR

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

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

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

## 25. WARRANTY

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

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

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

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

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

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

**25.06 Defective Work Discovered During Warranty Period.** If any of the Work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

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

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

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

**25.10** The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

## **26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS**

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

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

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

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

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

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

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

## **27. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

**27.07 Additional Insured.**

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

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

## **27.08 Builder's Risk**

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

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

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

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

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:
  - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
  - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
  - 3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

*“A. Definitions:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*project; and*

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

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

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

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

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

## **28. BOND PROVISIONS**

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

- (a) The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid original powers of attorney, **at the time of execution of this Agreement by Contractor and**

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

- (d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

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

## **29. SURETY**

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

- (a) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.
- (b) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

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

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

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

### **30. COMPLIANCE WITH LAW**

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

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

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

### **31. SAFETY PRECAUTIONS**

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

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

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

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

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

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

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

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

## **32. TRENCH SAFETY**

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

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

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

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

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

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

### **33. INDEMNITY**

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

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

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

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

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

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

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

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

#### **34. RELEASE**

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

#### **35. PERMITS AND LICENSES**

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

#### **36. ROYALTIES AND LICENSING FEES**

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

### **37. BREACH OF CONTRACT & DAMAGES**

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

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

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

### **38. TERMINATION FOR CAUSE**

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

- (a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or
- (b) If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or
- (c) If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or
- (d) If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or
- (e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or
- (f) If the Contractor abandons the Work.
- (g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

### **39. TERMINATION FOR CONVENIENCE**

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

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

### **40. RIGHT TO COMPLETE**

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

### **41. CLOSE OUT**

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

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;
- (d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

- (e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts; and/or
- (f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

## **42. TERMINATION CONVERSION**

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

## **43. HIRING**

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

## **44. ASSIGNMENT**

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

## **45. EFFECTIVE DATE**

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

## **46. OTHER TERMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**List of Exhibits**

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

**STERLING GLOBAL INDUSTRIES, LLC**

**CITY OF COLLEGE STATION**

By: Harrison Westmoreland

By: \_\_\_\_\_

Printed Name: Harrison Westmoreland

City Manager

Date: \_\_\_\_\_

Title: CEO

Date: 12/19/2025

APPROVED:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO

Date: \_\_\_\_\_

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

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.
2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.
3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.
4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.
5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

"General Decision Number: TX20250291 09/19/2025

State: Texas

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>◆ Executive Order 14026 generally applies to the contract.</li> <li>◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>◆ Executive Order 13658 generally applies to the contract.</li> <li>◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.</li> </ul>

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

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

Modification Number      Publication Date  
 0                              09/19/2025

SATX2025-004 11/15/2023

	Rates	Fringes
Agricultural Tractor Operator....	\$ 19.14	0.00
Asphalt Distributor Operator.....	\$ 24.07	0.00
Asphalt Paving Machine Operator.....	\$ 22.12	0.00
Asphalt Raker.....	\$ 19.40	0.00
Boom Truck Operator.....	\$ 27.82	0.00
Broom or Sweeper Operator.....	\$ 18.09	0.00
Concrete Finisher, Paving and Structures.....	\$ 20.61	0.00
Concrete Pavement Finishing Machine Operator.....	\$ 22.81	0.00
Concrete Saw Operator.....	\$ 25.97	0.00
Crane Operator, Hydraulic 80 tons or less.....	\$ 29.24	0.00
Crane Operator, Lattice Boom 80 Tons or Less.....	\$ 26.47	0.00
Crane Operator, Lattice Boom Over 80 Tons.....	\$ 28.87	0.00
Crawler Tractor Operator.....	\$ 20.92	0.00
Directional Drilling Locator.....	\$ 21.39	0.00
Directional Drilling Operator....	\$ 25.19	0.00
Electrician.....	\$ 30.54	0.00
Excavator Operator, 50,000 pounds or less.....	\$ 22.93	0.00
Excavator Operator, Over 50,000 pounds.....	\$ 22.90	0.00
Flagger.....	\$ 15.52 **	0.00
Form Builder/Setter, Structures.....	\$ 20.63	0.00
Form Setter, Paving & Curb.....	\$ 19.18	0.00
Foundation Drill Operator, Truck Mounted.....	\$ 24.28	0.00
Front End Loader Operator, 3 CY or Less.....	\$ 20.33	0.00
Front End Loader Operator, Over 3 CY.....	\$ 20.20	0.00

Laborer, Common.....	\$ 17.52 **	0.00
Laborer, Utility.....	\$ 19.05	0.00
Loader/Backhoe Operator.....	\$ 20.32	0.00
Mechanic.....	\$ 26.15	0.00
Milling Machine Operator.....	\$ 21.73	0.00
Motor Grader Operator, Fine Grade.....	\$ 26.56	0.00
Motor Grader Operator, Rough.....	\$ 22.95	0.00
Off Road Hauler.....	\$ 17.52 **	0.00
Painter, Structures.....	\$ 23.76	0.00
Pavement Marking Machine Operator.....	\$ 22.00	0.00
Pipelayer.....	\$ 19.23	0.00
Reclaimer/Pulverizer Operator....	\$ 19.05	0.00
Reinforcing Steel Worker.....	\$ 22.46	0.00
Roller Operator, Asphalt.....	\$ 20.24	0.00
Roller Operator, Other.....	\$ 17.52 **	0.00
Scraper Operator.....	\$ 17.52 **	0.00
Servicer.....	\$ 23.75	0.00
Sign Erector.....	\$ 17.52 **	0.00
Spreader Box Operator.....	\$ 19.31	0.00
Traffic Signal/Light Pole Worker.....	\$ 21.99	0.00
Truck Driver Lowboy Float.....	\$ 25.96	0.00
Truck Driver, Single Axle.....	\$ 19.70	0.00
Truck Driver, Single or Tandem Axle Dump Truck.....	\$ 20.91	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer.....	\$ 21.71	0.00
Welder.....	\$ 23.38	0.00
Work Zone Barricade Servicer.....	\$ 17.75	0.00

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658

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

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

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

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

#### Union Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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

Contract No. 26300224  
Construction Agreement Over \$50,000  
Form 12-15-2022

**TEXAS STATUTORY PAYMENT BOND**

**Bond No.** PPD3200658

**THE STATE OF TEXAS**

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**THE COUNTY OF BRAZOS**

**THAT WE,** Sterling Global Industries, LLC., as Principal, hereinafter called "Principal" and the other subscriber hereto Developers Surety and Indemnity Company, a corporation organized and existing under the laws of the State of California, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One million five hundred thirty-seven thousand five hundred sixty one dollars and 67 /100 Dollars (\$ 1,537,561.67 ) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

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

**WHEREAS,** Principal has entered into a certain contract with the City of College Station, dated the 22 day of January, 2026, for 12.5kV Electric Underground Power line Projects

referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

**FOR THE CONTRACTOR:**

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

Sterling Global Industries, LLC  
(Name of Contractor)

By: *Kyle Goracke*

By: *Harrison Westmoreland*

Name: KYLE GORACKE

Name: HARRISON WESTMORELAND

Title: PRESIDENT

Title: CEO

Date: 01/22/2026

Date: 1/22/2026

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

Developers Surety and Indemnity Company  
(Full Name of Surety)

By: *Amy Erb*

2821 W. 7th Street #500

Name: Amy Erb

Fort Worth, Texas 76107

Title: Witness

(Address of Surety for Notice)

Date: January 22, 2016

By: *Steven Tucker*

Name: Steven Tucker

Title: Attorney-in-Fact

Date: January 22, 2026

**FOR THE CITY:**

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

REVIEWED:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager

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

**PERFORMANCE BOND**

**Bond No.** PPD3200658

**THE STATE OF TEXAS**

§

**KNOW ALL MEN BY THESE PRESENTS:**

§

**THE COUNTY OF BRAZOS**

§

**THAT WE,** Sterling Global Industries, LLC., as Principal, hereinafter called "Contractor" and the other subscriber hereto Developers Surety and Indemnity Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One million five hundred thirty-seven thousand five hundred sixty one dollars and 67 /100 Dollars (\$ 1,537,561.67 ) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

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

**WHEREAS,** the Contractor has on or about this day executed a Contract in writing with the City of College Station for 12.5kV Electric Underground Power line Projects

all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

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

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

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

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

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

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

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

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

**FOR THE CONTRACTOR:**

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

Sterling Global Industries, LLC  
(Name of Contractor)

By: *Kyle Goracke*  
Name: KYLE GORACKE  
Title: PRESIDENT  
Date: 01/22/2026

By: *Harrison Westmoreland*  
Name: HARRISON WESTMORELAND  
Title: CEO  
Date: 1/22/2026

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

Developers Surety and Indemnity Company  
(Full Name of Surety)

By: *Amy Erb*  
Name: Amy Erb  
Title: Witness  
Date: January 22, 2026

2821 W. 7th Street #500  
Fort Worth, Texas 76107  
(Address of Surety for Notice)

By: *Steven Tucker*  
Name: Steven Tucker  
Title: Attorney-in-Fact  
Date: January 22, 2026

**FOR THE CITY:**

**REVIEWED:**

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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager

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

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

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

Tracy Tucker, Steven Tucker, Douglas A. Reed, Kevin J. Dunn, Bennett Brown, Roberta H. Erb  
and Andrew Clark \_\_\_\_\_, of Ft. Worth, TX \_\_\_\_\_

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

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

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

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

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this August 7, 2024.

By: [Signature]  
Printed Name: Sam Zaza  
Title: President, Surety Underwriting



**ACKNOWLEDGEMENT:**

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

STATE OF California COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

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

WITNESS my hand and official seal.

Signature [Signature]



**CORPORATE CERTIFICATION**

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

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

DocuSigned by:  
By: [Signature] Janie Clark, Assistant Secretary  
876B6D3E22364A8...

DocuSign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E46

Ed. 0824

Signed and sealed this 22nd day of January, 2026.



AmTrust Surety  
An AmTrust Financial Company

**Developers Surety and Indemnity Company  
CorePointe Insurance Company**

**IMPORTANT NOTICE:**

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

For any complaints you may also contact AmTrust Customer Service at:

Telephone: **1-877-528-7878**

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by mail to the following address:

Mailing Address: AmTrust Financial Services, Inc.  
P.O. Box 5939  
Cleveland, OH 44101  
Attention: Surety Claims

Physical Address: AmTrust Financial Services, Inc.  
800 Superior Ave  
Cleveland, OH 44114

Email: [suretybondclaims@amtrustgroup.com](mailto:suretybondclaims@amtrustgroup.com)

Note: The maximum size for any single email message including attachments is 20MB. Please send any correspondence in excess of this size to the P.O. Box noted above.

**PREMIUM OR CLAIM DISPUTES:**

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR BOND:**

This notice is for information only and does not become a part or condition of the attached document.

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

Contract No. 26300224  
Construction Agreement Over \$50,000  
Form 12-15-2022





**ADDITIONAL REMARKS SCHEDULE**

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

**ADDITIONAL REMARKS**

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

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

Workers Compensation: A Blanket Waiver of Subrogation in favor of the Certificate Holder applies to the workers compensation policy if required by written contract, and subject to terms, conditions, and exclusions of the policy. No excluded proprietor/partner/executive/officer/members. Work Comp - Other States Coverage P# WC 92 908 881 118 4 / Carrier Argonaut Insurance Company NAIC 19801 applies to LA, AL, PA, & OK. Oklahoma provisions of Title 85 and 85a statues included.

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

Equipment Floater CIM-HSIC-IM-0000680-00: \$750,000 value per item / \$2,500,000 Catastrophe Limit - Blanket loss payee endorsement when required by written contract for items rented and or leased.

- Deductible Structure:
- Equipment Value: \$0 - \$100,999 / Deductible: \$2,500
  - Equipment Value: \$101,000 - \$250,000 / Deductible \$5,000
  - Equipment Value: \$250,001 - \$500,000 / Deductible: \$10,000
  - Equipment Value: \$500,001 - \$1,000,000 / Deductible: \$25,000

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

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

If the plans and specifications from the ITB #26-026 are not physically inserted here, then they are fully incorporated into this contract by reference.

## **I. SCOPE OF WORK**

The City of College Station (COCS) has three (3) 12.5kV underground power line projects that require construction. The following is a list of construction projects included as part of this bid proposal.

### **1. Southwest Parkway Underground (CSB-5-S.22-F EI30000486-EDIU)**

This project consists of replacing an overhead 12.5 kV powerline crossing S.H. 6 north of Southwest Parkway with an underground powerline installed via a directional bore. This new underground powerline will travel between two existing power poles, perpendicular to S.H. 6, and will be a 511' directional bore with (2) 6" and (2) 4" HDPE conduits. The contractor will provide all labor, equipment and supplemental materials to install the conduit. The COCS will provide all material for the conduit installation. The COCS will pull any new 1000 A1 wire into the newly installed conduit and install the new risers at a later date.

### **2. Jack Winslow Body Shop Underground (CSB-5-S.22-K EI30000496-EDIU)**

This project consists of replacing a 12.5 kV underground steel casing underground power line with a new adjacent power line in HDPE installed via a combination of trench and directional boring. This new underground line will travel between an existing riser pole and an existing switch, perpendicular to Highway 6, and will be a 118' open trench with (6) 4" HDPE conduits followed by a 485' directional bore with (6) 4" HDPE conduits. The contractor will provide all labor, equipment and supplemental materials to install the conduit. The COCS will provide all material for the conduit installation. The COCS will pull any new 1000 A1 wire into the newly installed conduit and terminate inside the existing switchgear along with redoing the existing riser pole at a later date. During construction, the contractor will remove the existing cable from the existing steel cased line. The contractor will then excavate at the TxDOT conflict site to cut 2.3ft out of the existing steel casing and conduit. The contractor will dispose of the cut-out casing and conduit and proceed with filling the remaining empty casing in with grout. The contractor will cap the casing, where necessary. The contractor will acquire the grout for this task along with any needed steel casing capping material. The contractor will also be responsible for refilling the excavated TxDOT conflict site with native soil.

### **3. Northwest Substation Underground Feeder Exits (CSB-24-A)**

This project consists of installing conduit and manholes to facilitate two new 12.5 kV underground dual circuits out of the new Northwest substation. The conduits will be constructed via a combination of open trench and directional boring under Highway 47. This new underground line will travel between a proposed riser on an existing pole east of Highway 47 to a pair of proposed manholes outside of the proposed substation and will consist of a total of 2,037' of open trench with varied amounts of 6" and 4" PVC and HDPE conduits and a pair of 412' and 413' directional bores, each with (6) 6" and (2) 4" HDPE conduits. The contractor will provide all labor, equipment and supplemental materials to install the conduit along with six (6) 10' 9" x 10' 9" x 7' octagonal manholes. The COCS will provide all material for the conduit and manhole installations. The COCS will pull any new 1000 A1 wire into the newly installed conduit and install the new riser at a later date.

The three projects will be further described in the construction drawings and specifications and all work is to be performed around energized lines and equipment.

The total number of calendar days to be substantially complete with construction is 120 days.

COCS will supply all material required for these projects other than miscellaneous materials. The Contractor shall furnish all of the miscellaneous materials required including, but not limited to, concrete, asphalt, backfill material, and water. The Contractor shall include the miscellaneous material price along with any material handling of COCS supplied material in their bid unit pricing.

BCS Unified Specifications

The BCS Unified Specifications referenced in this bid are available by request online at [www.bcsunited.net](http://www.bcsunited.net).

Texas Department of Transportation Specifications

The Texas Department of Transportation standard specifications for construction and maintenance of highways, streets, and bridges referenced in this bid are available online at <https://ftp.txdot.gov/pub/txdot-info/trf/tmutcd/2011-rev-2/revision-2.pdf>.

**No mats will be paid for in this contract. If the Contractor deems that mats are necessary the contractor will need to account for it in the unit pricing.**

**Any change orders to this contract must be submitted to City of College Station (COCS) in writing in accordance to the City's Standard Form of Agreement. The change order must be approved in writing by the Electric Department Director or Department Designee, before work is performed according to the change order. For any change order that requires City Council approval, the City Council must approve the change order before work is performed.**

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

Per ITB #26-026 to be substantially complete with construction within 120 days from notice to proceed.

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

Southwest Parkway Underground

Unit Price Schedule for  
Group A

Underground HDPE Conduit Installation for Electric Distribution North of Southwest Parkway  
CONSTRUCTION UNITS (LABOR ONLY)

Item No.	Unit No.	Description	Unit	UG/OH	QTY #	Unit Price Total \$	Extended Price \$
D1	(N) DUM50-P-4 -HDPE	4" SDR-11-HDPE CONDUIT	FT	UG	1062	\$ 8.50	\$ 9,027.00
D2	(N) DUM50-P-6-HDPE	6" SDR-11-HDPE CONDUIT	FT	UG	1062	\$ 11.75	\$ 12,478.50
D3	(N) DUM50-P-4	4" SCH 40 PVC CONDUIT	FT	UG	60	\$ 2.36	\$ 141.60
D4	(N) DUM50-P-6	6" SCH 40 PVC CONDUIT	FT	UG	60	\$ 4.50	\$ 270.00
D5	(N) DUM90-4LB	4" SCH 40 PVC CONDUIT 90° ELBOW (48" RADIUS)	FT	UG	4	\$ 7.50	\$ 30.00
D6	(N) DUM90-6LB	6" SCH 40 PVC CONDUIT 90° ELBOW (60" RADIUS)	FT	UG	4	\$ 15.00	\$ 60.00
D7	(N) DUM50-P-4-CAP	4" SCH 40 PVC CONDUIT END CAP	FT	UG	4	\$ 45.00	\$ 180.00
D8	(N) DUM50-P-6-CAP	6" SCH 40 PVC CONDUIT END CAP	FT	UG	4	\$ 85.00	\$ 340.00
D9	(N) DJRTB6-2A	TRENCHLESS DIRECTIONAL BORE TWO 4" AND TWO 6" HDPE CONDUITS	FT	UG	511	\$ 209.47	\$ 107,039.17
D10	(N) BT-KIT	POLYMER BONDING CONDUIT ADHESIVE KIT	FT	UG	2	\$ 75.00	\$ 150.00
<b>TOTAL FOR CONSTRUCTION UNITS</b>							<b>\$ 129,716.27</b>
<b>(N) - NEW UNITS</b>							
<b>(I) - RETIRE UNITS</b>							

Units are not included for digging the holes for the bore pits, if required. The contractor is to account for the cost of all miscellaneous work in their unit bid pricing.

Jack Winslow's Body Shop Underground

Unit Price Schedule for  
Group B

Installation and Removal of Underground Distribution along Highway 6 between Birmingham Rd and Graham Rd, near Jack Winslow's Body Shop

CONSTRUCTION UNITS (LABOR ONLY)

Item No.	Unit No.	Description	Unit	UG/OH	QTY	Unit Price Total	Extended Price
D1	(N) DUM50-P-4 -HDPE	4" SDR-11-HDPE CONDUIT	FT	UG	#	\$	\$
D2	(N) DUM50-P-4	4" SCH 40 PVC CONDUIT	FT	UG	3798	\$ 8.50	\$ 32,283.00
D3	(N) DUM50-4LB	4" SCH 40 PVC CONDUIT 90° ELBOW (48" RADIUS)	FT	UG	120	\$ 4.31	\$ 517.20
D4	(N) DUM50-P-4-CAP	4" SCH 40 PVC CONDUIT END CAP	FT	UG	6	\$ 7.50	\$ 45.00
D5	(N) DUM6-3D	3-PHASE PRIMARY DISCONNECT ELBOWS	FT	UG	6	\$ 45.00	\$ 270.00
D6	(N) DURTB6-2A	TRENCHLESS DIRECTIONAL BORE WITH SIX 4" HDPE CONDUITS	FT	UG	3	\$ 220.00	\$ 660.00
D7	(N) DURTB6-2A	63"x21" OPEN CUT TRENCH	FT	UG	485	\$ 212.23	\$ 102,931.55
D8	(N) BT-KIT	POLYMER BONDING CONDUIT ADHESIVE KIT	FT	UG	118	\$ 45.00	\$ 5,310.00
D9	(N) CASING CUT	CUT EXISTING STEEL CASING AND CONDUIT OUT AT CONFLICT LOCATION (5' WIDE CUT)	EA	UG	2	\$ 75.00	\$ 150.00
D10	(N) GROUT	GROUT FILL AND CAP EXISTING STEEL CASING AND CONDUIT	EA	UG	1	\$ 45,000.00	\$ 45,000.00
D11	(I) DUM6-3D	3-PHASE PRIMARY DISCONNECT ELBOWS	FT	UG	1	\$ 22,000.00	\$ 22,000.00
D13	(I) DUM3-1000-AL-PRI (723)	3-PHASE PRIMARY UNDERGROUND 1000 MCM CABLE	FT	UG	3	\$ 220.00	\$ 660.00
<b>TOTAL FOR CONSTRUCTION UNITS</b>							<b>\$ 220,491.00</b>
(N) - NEW UNITS (I) - RETIRE UNITS							

Units are not included for digging the holes for the bore pits, if required. The contractor is to account for the cost of all miscellaneous work in their unit bid pricing.

Northwest Substation Underground Feeder Exits

Unit Price Schedule for  
Group C

Installation of Underground Distribution Feeder exists from Northwest Substation and across Highway 47

CONSTRUCTION UNITS (LABOR ONLY)

Item No.	Unit No.	Description	Unit	UG/OH	QTY	Unit Price Total	Extended Price
D1	(N) DUM-CA	MANHOLE GRADE RING ASSEMBLY UNIT	EA	UG	10	\$ 850.00	\$ 8,500.00
D2	(N) DUM-CA12	MANHOLE NECK EXTENSION (12 INCHES)	EA	UG	5	\$ 175.00	\$ 875.00
D3	(N) DUM-CA15	MANHOLE NECK EXTENSION (15 INCHES)	EA	UG	1	\$ 200.00	\$ 200.00
D4	(N) DUM-VLT*	LARGE IN-GROUND CONCRETE VAULT	EA	UG	6	\$ 20,000.00	\$ 120,000.00
D5	(N) DUM50-P-4-HDPE	4" SDR-11-HDPE CONDUIT	FT	UG	5934	\$ 8.50	\$ 50,439.00
D6	(N) DUM50-P-6-HDPE	6" SDR-11-HDPE CONDUIT	FT	UG	6228	\$ 11.75	\$ 73,179.00
D7	(N) DUM50-P-4	4" SCH 40 PVC CONDUIT	FT	UG	3290	\$ 4.31	\$ 14,179.90
D8	(N) DUM50-P-6	6" SCH 40 PVC CONDUIT	FT	UG	9606	\$ 7.50	\$ 72,045.00
D9	(N) DUM90-4LB-HDPE	4" SDR-11 HDPE CONDUIT 90° ELBOW (48" RADIUS)	FT	UG	14	\$ 20.00	\$ 280.00
D10	(N) DUM90-6LB-HDPE	6" SDR-11 HDPE CONDUIT 90° ELBOW (60" RADIUS)	FT	UG	12	\$ 25.00	\$ 300.00
D11	(N) DUM90-4LB	4" SCH 40 PVC CONDUIT 90° ELBOW (48" RADIUS)	FT	UG	6	\$ 7.50	\$ 45.00
D12	(N) DUM50-P-4-CAP	4" SCH 40 PVC CONDUIT END CAP	FT	UG	10	\$ 45.00	\$ 450.00
D13	(N) DUM50-P-6-CAP	6" SCH 40 PVC CONDUIT END CAP	FT	UG	12	\$ 85.00	\$ 1,020.00
D14	(N) DUM50-P-4-CAP-HDPE	4" SDR-11 HDPE CONDUIT END CAP	FT	UG	14	\$ 75.00	\$ 1,050.00
D15	(N) DUMT 63"X18"-A	1.5' WIDE AND 5.25' DEEP TRENCH	FT	UG	128	\$ 45.00	\$ 5,760.00
D16	(N) DUMT 67"X22"-B	1.83' WIDE AND 5.58' DEEP TRENCH	FT	UG	22	\$ 53.50	\$ 1,177.00
D17	(N) DUMT 76.5"X21"-C	1.75' WIDE AND 6.38' DEEP TRENCH	FT	UG	1716	\$ 55.00	\$ 94,380.00
D18	(N) DUMT 70.5"X33"-E	2.75' WIDE AND 5.88' DEEP TRENCH	FT	UG	144	\$ 62.00	\$ 8,928.00
D19	(N) DUMT 70.5"X33"-F	2.75' WIDE AND 5.88' DEEP TRENCH	FT	UG	29	\$ 62.00	\$ 1,798.00
D20	(N) DUMT 78"X18"-G	1.5' WIDE AND 6.5' DEEP TRENCH	FT	UG	19	\$ 50.00	\$ 950.00
D21	(N) DURTB6-2C	TRENCHLESS DIRECTIONAL BORE WITH TWO 4" AND SIX 6" HDPE CONDUITS	FT	UG	830	\$ 386.45	\$ 320,753.50
D22	(N) DUM-KEX	STANDARD FIBERGLASS VAULT ASSEMBLY	EA	UG	1	\$ 245.00	\$ 245.00
D23	(N) DUMT-K1	PULLBOX EXTENSION RING AND COVER	EA	UG	1	\$ 650.00	\$ 650.00
D24	(N) BT-KIT	POLYMER BONDING CONDUIT ADHESIVE KIT	FT	UG	2	\$ 75.00	\$ 150.00
<b>TOTAL FOR CONSTRUCTION UNITS</b>							<b>\$ 777,354.40</b>

(N) - NEW UNITS  
(I) - RETIRE UNITS

Units are not included for digging the holes for the bore pits, if required. The contractor is to account for the cost of all miscellaneous work in their unit bid pricing.

Unit Price Schedule for  
Group D  
Miscellaneous

**CONSTRUCTION UNITS**

Item No.	Unit No.	Description	Unit	UG/OH	QTY #	Unit Price Total \$	Extended Price \$
1	TRAFFIC CONTROL	TRAFFIC CONTROL AS REQUIRED BY TXDOT and COCS (FOR ALL THREE PROJECT LOCATIONS).	LUMP SUM	UG	1	\$ 145,000.00	\$ 145,000.00
2	MOBILIZATION	MOBILIZATION TO INCLUDE COST TO MOBILIZE EQUIPMENT, MATERIAL AND LABOR FOR THE CONSTRUCTION OF ALL THREE PROJECTS. THIS ALSO INCLUDES DE-MOBILIZATION WHEN THE PROJECTS ARE COMPLETED.	LUMP SUM	UG	1	\$ 45,000.00	\$ 45,000.00
3	RIGHT-OF-WAY RESTORATION	RIGHT OF WAY RESTORATION SHALL INCLUDE REMOVAL OF ALL DEBRIS, SPOILS AND MATERIALS IN THE AREA WHERE THE CONTRACTOR HAS DISTURBED DURING CONSTRUCTION. CONTRACTOR SHALL LEVEL AND SMOOTH THE AREA AND 2" OF TOP SOIL OVER THE CONSTRUCTION AREA. AFTER TOP SOIL IS APPLIED HYDRO-MULCH SEEDING IS TO BE APPLIED. THIS UNIT TO BE PAID BY LUMP SUM FOR ALL THREE PROJECTS.	LUMP SUM	UG	1	\$ 115,000.00	\$ 115,000.00
4	TRENCH SAFETY	TRENCH SAFETY AS REQUIRED PER THE BID DOCUMENT FOR ALL THREE (3) PROJECTS.	LUMP SUM	UG	1	\$ 105,000.00	\$ 105,000.00
<b>TOTAL FOR CONSTRUCTION UNITS</b>						<b>\$ 410,000.00</b>	<b>\$ 410,000.00</b>

The contractor is to furnish all equipment, labor, and miscellaneous material to complete the job.

CONTRACTOR NAME \_\_\_\_\_

Unit Price Schedule for  
CONSTRUCTION UNITS

SUMMARY

<b>Group A</b> – Underground Installation and Overhead Removal of Distribution North of Southwest Parkway	\$	129,716.27
<b>Group B</b> – Installation and Removal of Underground Distribution along Highway 6 between Birmingham Rd and Graham Rd, near Jack Winslow's Body Shop	\$	220,491.00
<b>Group C</b> – Installation of Underground Distribution Feeder exists from Northwest Substation and across Highway 47	\$	777,354.40
<b>Group D</b> - Miscellaneous	\$	410,000.00
<b>GRAND TOTAL</b>	<b>\$</b>	<b>1,537,561.67</b>

Sterling Global Industries LLC  
Contractor Name

**January 22, 2026**  
**Item No. 8.1.**  
**Water Services Department Annual Update**

**Sponsor:** Gary Mechler, Director of Water, Stephen Maldonado, Assistant Director of Water

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action related to a Water Services Department annual update.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure

**Recommendation(s):** No action is required, as this item is presented for informational purposes.

**Summary:** The Water Services Department will present its annual update, providing an overview of historical and current operations, along with key priorities and planned actions. The presentation will also highlight major initiatives in public outreach and water conservation.

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

**Attachments:**

None

**January 22, 2026**  
**Item No. 8.2.**  
**Traffic Congestion and Mobility Analysis Study**

**Sponsor:** Jason Schubert

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding an overview of the Traffic Congestion and Mobility Analysis Study.

**Relationship to Strategic Goals:**

Improving Mobility

**Recommendation(s):** Staff recommends Council receive the presentation and provide feedback.

**Summary:** The City of College Station began the development of a traffic congestion and mobility analysis in 2024 and an initial presentation was provided at the August 8, 2024 Council Workshop meeting. Staff in Planning & Development Services and the Traffic Engineering division of Public Works worked with a consultant, TJKM, and have completed an assessment of 50 intersections around the City based on existing traffic conditions and then projected traffic conditions in 2035. Staff will present a summary of a citizen survey that was performed as part of the project, an overview of the results of the analysis, and receive feedback from the Council.

**Budget & Financial Summary:** The study identifies intersections that have existing or anticipated deficiency in operation. Funding for improvements at these intersections has not been budgeted except for a few intersections in which a capital project is already in progress.

**Attachments:**

None

**January 22, 2026**  
**Item No. 9.1.**  
**Family Definition Amendment**

**Sponsor:** Heather Wade, Principal Planner

**Reviewed By CBC:** City Council

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix "A", "Unified Development Ordinance," Article 11, "Definitions," Section 11.2 "Defined Terms" of the Code of Ordinances of the City of College Station, Texas, regarding the definition of family.

**Relationship to Strategic Goals:**

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy
- Improving Mobility
- Sustainable City

**Recommendation(s):** Staff are presenting a revised definition of family at Council's request.

**Summary:** This item is an amendment to the Appendix "A", "Unified Development Ordinance," Article 11, "Definitions," Section 11.2 "Defined Terms" to amend the definition of family.

**Budget & Financial Summary:**

**Attachments:**

1. Article 11 Definitions Redlines
2. Ordinance Family

Sec. 11.2. Defined Terms.

...

**Family:** A family is any number of persons occupying a single dwelling unit, including but not limited to those related by blood, marriage, adoption or guardianship or dependency. The term family shall not be construed to mean a club, a lodge, or a fraternity/sorority house.

...

**ORDINANCE NO. 2026-xxxx**

**AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 11 “DEFINITIONS”, SECTION 11.2 “DEFINED TERMS” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE DEFINITION OF FAMILY; 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 11 “Definitions”, Section 11.2 “Defined Terms” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.

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

**PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

**PASSED, ADOPTED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
**City Secretary**

\_\_\_\_\_  
**Mayor**

**APPROVED:**

\_\_\_\_\_  
**City Attorney**

**Exhibit A**

That Appendix A, “Unified Development Ordinance,” Article 11 “Definitions”, Section 11.2 “Defined Terms” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending the definition of “family” to read as follows:

~~Sec. 11.2. — Defined Terms.~~

**“Family:** A family is any number of persons occupying a single dwelling unit, including but not limited to those related by blood, marriage, adoption or guardianship or dependency. The term family shall not be construed to mean a club, a lodge, or a fraternity/sorority house.”

**January 22, 2026**

**Item No. 9.2.**

**Roadway Impact Fee Collection Rate Amendment**

**Sponsor:** Carol Cotter

**Reviewed By CBC:** Impact Fee Advisory Committee

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Chapter 107, "Impact Fees", Article II, "System-Wide Impact Fees", Section 107-73, "System-Wide Roadway Impact Fees", of the Code of Ordinances of the City of College Station, Texas, to amend the roadway impact fee collection rates.

**Relationship to Strategic Goals:**

- Financially Sustainable City
- Core Services and Infrastructure
- Improving Mobility

**Recommendation(s):**

**Summary:** Council requested an item to discuss whether to set the roadway impact fee collection rates to zero. This item was presented to the Impact Fee Advisory Committee (IFAC) for review and recommendation at their January 7th, 2026 meeting. Written comments were received in accordance with state law and are provided at the dais.

The City of College Station first adopted roadway impact fees on November 10, 2016. The maximum assessable rates were adopted, and reduced collection rates implemented. Roadway impact fees were phased in, beginning with zero collection in year one and 50% in year two. Full implementation of the initial collection rates occurred in December 2018.

The statutory 5-year update was completed November 22, 2021 with the next five-year update scheduled for 2026. As part of that update, amendments to the land use assumptions and capital improvements plans were adopted, including resultant maximum assessable rates and associated collection rates, becoming effective on January 1, 2022. The collection rate for residential developments was increased by 10% from the previous rates and became effective March 1, 2022.

In July 2023, the residential impact fee collection rates were amended to include phased increases for roadway impact fees beginning January 1, 2024, and again on January 1 of 2025 and 2026. The adjustment raised the maximum recoverable revenue average of 11% to 20% beginning in January with further increases to 25% in 2025 and 30% in 2026. Commercial rates were not increased.

The Roadway Impact Fee Service Area is defined by the city limits and divided into four roadway zones, each with a 4-mile boundary to comply with the Local Government Code's 6-mile maximum limit. Impact fees collected in each zone can only be spent on Impact Fee Capital Improvement Projects within the corresponding zone.

Impact fee rates are a calculation of cost per service unit. The roadway service unit is vehicle-miles, which is a measurement of the number of trips a site generates and its trip length. Trip generation and trip length vary for each of the 66 different types of land uses. The roadway collection rate was

initially implemented as a flat rate across the four service areas. The programmed collection rate increases approved in 2023 allowed for a variation of rates across the zones due to maximum assessable rate constraints.

Impact fees are a tool used by political subdivisions to recover expanded infrastructure costs needed to support new development. They cover only the cost of the additional capacity required for new development and do not reflect the full expense of constructing the projects included in the impact fee capital improvement plan. An overview of the impact fee programs is provided in the attached impact fee summary tables. Attachments also include impact fee amounts for other benchmark cities in Texas, along with building permit data from 2010-2025.

**Budget & Financial Summary:** Impact fees collected go to fund projects identified in the impact fee capital improvement plan, which outlines infrastructure improvements necessitated by growth.

**Attachments:**

1. Roadway Impact Fee Service Area Map
2. Impact Fees Summary Tables
3. Benchmarks
4. Building Permit Data 2010-2025
5. Ordinance Amendment - Collection Rate to Zero



## Roadway Impact Fees Summary Tables

### Current Roadway Impact Fee Program

Impact Fee	Adopted Max Rate	Current Collection Rate per Service Unit		Total Estimated Capital Costs of IF Projects	Recoverable Costs at Max Rate (2021 – 2031)	Recoverable Cost at Collection Rate (2021-2031) *
		Res	Non-Res			
Roadway A	\$499	\$499	\$80	\$13,915,012	\$9,052,650	\$3.4M
Roadway B	\$1,261	\$1,261 +	\$80	\$48,390,353	\$20,114,165	\$5.9M
Roadway C	\$2,127	\$1,541	\$80	\$78,250,564	\$25,687,488	\$8.9M
Roadway D	\$3,452	\$1,541	\$80	\$74,492,580	\$57,399,762	\$5.7M
<b>Roadway Totals</b>				\$215,048,509	\$112,254,065	\$23.7M

\* Recoverable costs include programmed collection rate adjustments.

+ For properties platted prior to January 1, 2022, the collection rate is limited to the 2016 maximum assessable rate of \$1,072.

### Roadway Collection Rate Implementation

#### Initial Impact Fee Adoption (2016)

Impact Fee	Maximum Assessable Rate/Service Unit	Collection Rate Per Service Unit			
			Residential		Non-Residential
		2016	2016	2017	2018
Roadway A	\$1,061	\$0	\$187.50	\$375	\$80
Roadway B	\$1,072	\$0	\$187.50	\$375	\$80
Roadway C	\$2,556	\$0	\$187.50	\$375	\$80
Roadway D	\$4,004	\$0	\$187.50	\$375	\$80

#### 2021 5-Year Update and 2023 Programmed Collection Rate Increases

Impact Fee	Maximum Assessable Rate/Service Unit	Collection Rate Per Service Unit				
			Residential			Non-Residential
		2022	2022	2024	2025	2026
Roadway A	\$499	\$438.83	\$499	\$499	\$499	\$80
Roadway B	\$1,261	\$438.83	\$897	\$1,163 +	\$1,261 +	\$80
Roadway C	\$2,127	\$438.83	\$897	\$1,163	\$1,541	\$80
Roadway D	\$3,452	\$438.83	\$897	\$1,163	\$1,541	\$80

+ For properties platted prior to January 1, 2022, the collection rate is limited to the 2016 maximum assessable rate of \$1,072.

**Resulting Single-Family Roadway Impact Fee Calculations**

Roadway impact fees are calculated from the cost per service unit (vehicle-miles) multiplied by the number of vehicle-miles attributable to the land use type. For a single-family home, this is 3.76 vehicle-miles. The following table presents the corresponding impact fees for a single-family home based on the collection rates over the current 5-year period.

**Calculated Roadway Impact Fees for a Single-Family Home**

<b>Roadway Impact Fee Zone</b>	<b>2022-2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Roadway A	\$1,650	\$1,876	\$1,876	\$1,876
Roadway B	\$1,650	\$3,375	\$4,373*	\$4,741*
Roadway C	\$1,650	\$3,375	\$4,373	\$5,794
Roadway D	\$1,650	\$3,375	\$4,373	\$5,794

\* For properties platted prior to January 1, 2022, the impact fee is \$4,030 due to the 2016 maximum assessable rate of \$1,072.

The following table shows the roadway impact fee revenues collected and allocated by fiscal year since the initial adoption in 2016.

**Roadway Impact Fee Revenues and Allocations Per Zone as of September 30, 2025**

Impact Fee		FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	Totals
Zone A	Revenue	\$0	\$40,893	\$81,193	\$123,327	\$117,261	\$454,618	\$142,401	\$90,148	\$93,002	\$1,142,843
	Allocated	-	-	-	-	\$17,500	\$300,000	\$450,000	-	-	\$767,500
Zone B	Revenue	\$0	\$32,671	\$80,625	\$427,118	\$538,988	\$494,585	\$316,257	\$974,038	\$2,690,783	\$5,555,064
	Allocate	-	-	-	-	\$467,500	\$150,000	-	-	\$1,200,000	\$1,817,500
Zone C	Revenue	\$0	\$156,540	\$391,243	\$186,979	\$194,634	\$255,872	\$205,679	\$423,207	\$676,722	\$2,490,877
	Allocated	-	-	\$525,833	-	\$17,500	\$250,000	\$400,000	-	-	\$1,193,333
Zone D	Revenue	\$0	\$33,000	\$150,526	\$79,161	\$85,404	\$288,661	\$229,382	\$47,212	\$446,103	\$1,359,449
	Allocated	-	-	-	-	\$17,500	\$300,000	\$450,000	-	-	\$767,500
Totals	Revenue	\$0	\$263,104	\$703,587	\$816,585	\$936,287	\$1,493,736	\$893,719	\$1,534,605	\$3,906,610	\$10,548,233
	Allocated	-	-	\$525,833	-	\$520,000	\$1,000,000	\$1,300,000	-	\$1,200,000	\$4,545,833

Roadway impact fees may only be spent on eligible projects identified in the impact fee capital improvement plans of the respective impact fee zone. The projects that have received impact fee funding are listed below. Actual project costs are also included for those recipient projects that have been completed. The project identifiers included in the table were established in the impact fee capital improvement plans adopted with 5-year update in 2021.

**Roadway Impact Fee Allocations per Project**

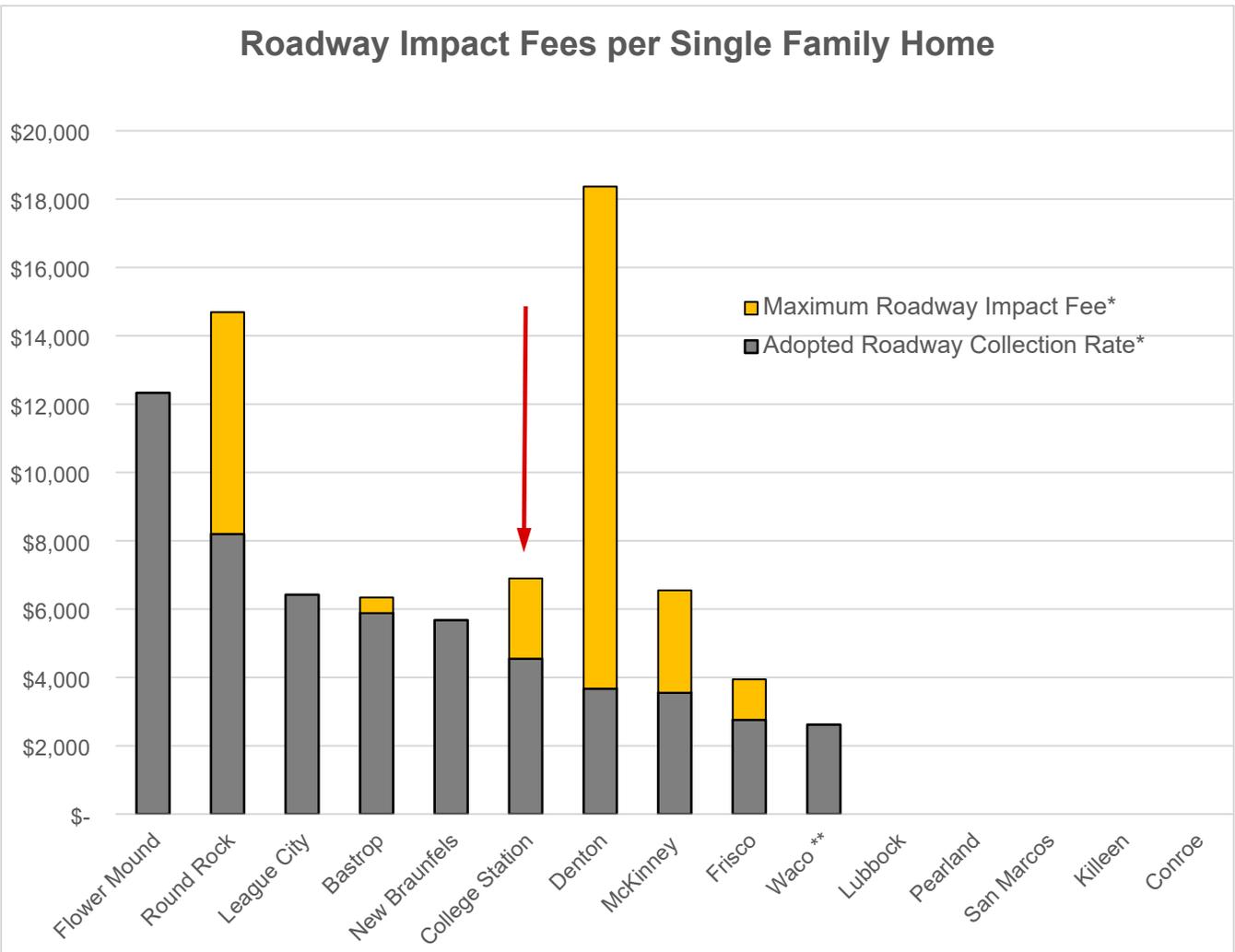
Project		Zone	FY19	FY20	FY21	FY22	FY23	FY24	FY25	Total Allocations	Study Estimated Cost	Actual Cost
A-5/A-6	Rock Prairie Road (SH6 to Town Lake)	A	-	-	-	\$300,000	\$450,000	-	-	\$750,000	\$7,300,000	\$8,638,595
D-1/D-2		D	-	-	-	\$300,000	\$450,000	-	-	\$750,000		
B-3/C-1	Rock Prairie Road West	B	-	-	\$450,000	\$150,000	-	-	-	\$600,000	\$5,859,868	\$6,591,068
B-9	Jones Butler Road Extension/ Roundabout	B	-	-	-	-	-	-	\$1,200,000	\$1,200,000	\$9,652,780	In Design
C-4/C-5	Capstone/Barron Realignment	C	\$525,833	-	-	\$250,000	\$400,000	-	-	\$1,175,833	\$7,478,552	In Design
	Impact Fee Study Update	All	-	-	\$70,000	-	-	-	-	\$70,000		
Total			\$525,833	-	\$520,000	\$1,000,000	\$1,300,000	-	\$1,200,000	\$4,545,833	\$22,991,200	

Roadway impact fee projects are funded through a combination of collected impact fee revenues, developer-constructed projects from the impact fee capital improvement plan, and city-funded public dollars from ad valorem taxes.

**Impact Fee Capital Improvement Plan Implementation as of September 30, 2025**

<b>Impact Fee Service Area</b>	<b>Impact Fees Allocated</b>	<b>Developer Constructed (Estimated)</b>	<b>City Funded</b>	<b>Total Capital Project Expenditures</b>
<b>Roadway A</b>	\$767,500	\$0	\$4,133,177	\$4,900,677
<b>Roadway B</b>	\$1,817,500	\$0	\$30,617,151	\$32,434,651
<b>Roadway C</b>	\$1,193,333	\$77,667	\$42,306,074	\$43,577,074
<b>Roadway D</b>	\$767,500	\$777,500	\$14,181,495	\$15,726,495
<b>Roadway Totals</b>	\$4,545,833	\$855,167	\$91,237,897	\$96,638,897

## Roadway Impact Fees per Single Family Home

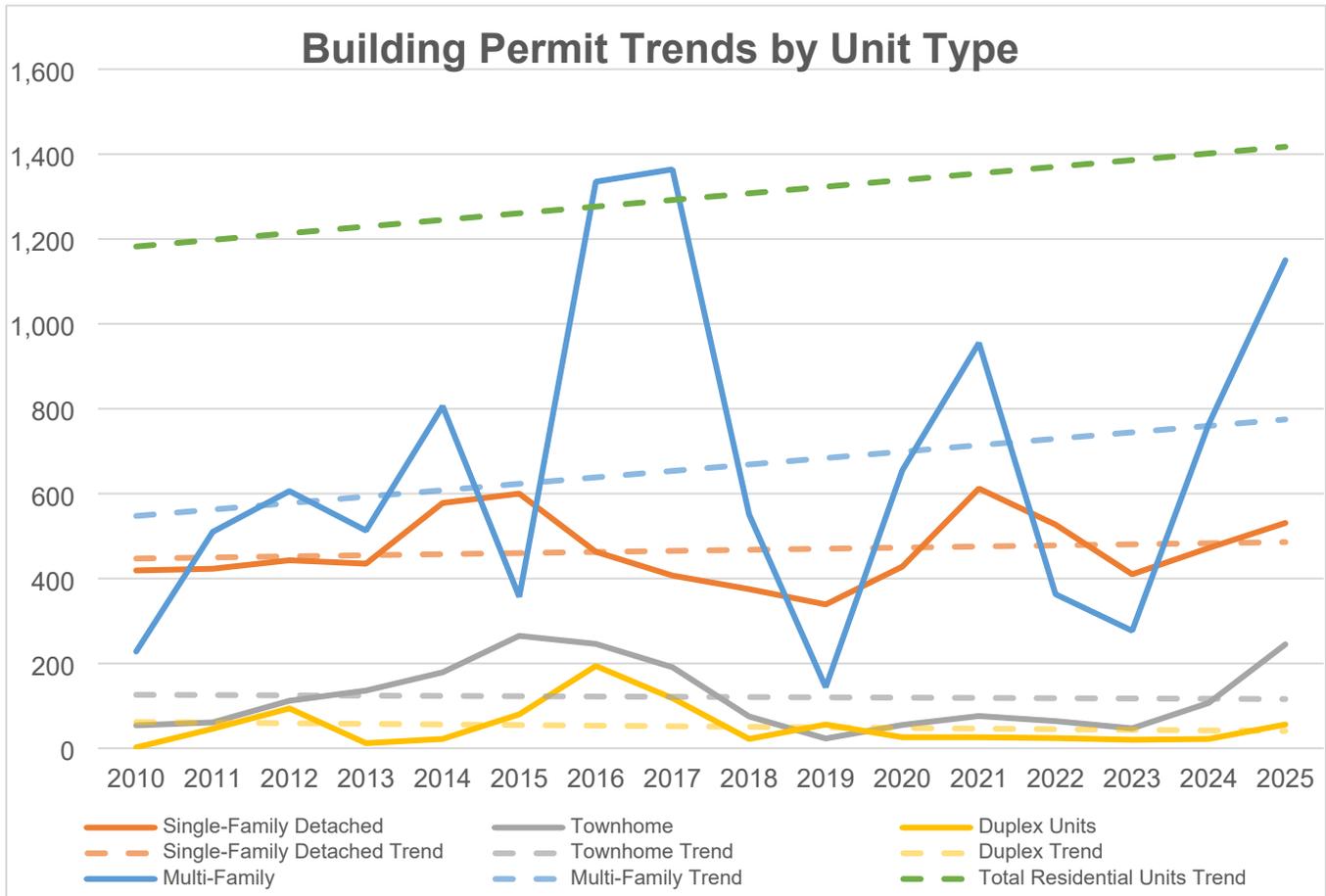


\* Amounts represent average of Service Areas

\*\* City utilized 50% credit method.

### Building Permit Data 2010-2025

Year	Single-Family Detached	Townhome	Duplex Units	Multi-Family	Total Units
2010	419	54	2	228	703
2011	423	61	4	510	998
2012	443	112	10	606	1,171
2013	435	136	12	513	1,096
2014	578	179	22	806	1,585
2015	600	265	38	357	1,260
2016	430	246	40	1,335	2,051
2017	325	191	46	1,364	1,926
2018	375	75	22	551	1,023
2019	339	23	56	144	562
2020	428	55	26	655	1,164
2021	612	76	26	955	1,669
2022	527	64	24	363	978
2023	410	47	20	277	754
2024	472	107	22	764	1,365
2025	531	245	56	1,150	1,982
<b>Average</b>	<b>466</b>	<b>121</b>	<b>51</b>	<b>629</b>	<b>1,300</b>



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 107, “IMPACT FEES,” ARTICLE II, “SYSTEM-WIDE IMPACT FEES,” SECTION 107-73, “SYSTEM-WIDE ROADWAY IMPACT FEES,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATED TO ROADWAY IMPACT FEE COLLECTION RATES; 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 107, “Impact Fees,” Article II, “System-Wide Impact Fees,” Section 107-73, “System-Wide Roadway Impact Fees” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

**PASSED, ADOPTED and APPROVED this 22nd day of January 2026.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
**City Secretary**

\_\_\_\_\_  
**Mayor**

**APPROVED:**

\_\_\_\_\_  
**City Attorney**

**EXHIBIT A**

That Chapter 107, “Impact Fees,” Article II, “System-Wide Impact Fees,” Section 107-73, “System-Wide Roadway Impact Fees” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Exhibit S, “Collection Rate Per Service Unit for Roadway Impact Fees” to read as follows:

Exhibit S: Collection Rate Per Service Unit for Roadway Impact Fees

Service Areas	Building Permit Application Date							
	01/1/2025 – 12/31/2025			01/01/2026 – 01/31/2026			On or After 02/01/2026	
	Land Use Type			Land Use Type			Land Use Type	
	Residential		Non-Residential	Residential		Non-Residential	Residential	Non-Residential
	Platted Before 01/01/2022	Platted On or After 01/01/2022		Platted Before 01/01/2022	Platted On or After 01/01/2022			
Zone A	\$499	\$499	\$80	\$499	\$499	\$80	\$0	\$0
Zone B	\$1,072	1,163	\$80	\$1,072	\$1,261	\$80	\$0	\$0
Zone C	\$1,163	1,163	\$80	\$1,514	\$1,514	\$80	\$0	\$0
Zone D	\$1,163	1,163	\$80	\$1,514	\$1,514	\$80	\$0	\$0

**January 22, 2026**

**Item No. 9.3.**

**Resolution of Support for affordable Low Income Housing Tax Credit Development Knoxwood Crossing**

**Sponsor:** David Brower

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a resolution of support of a proposal received in response to RFI 26-032 for the development of affordable housing in College Station through the Texas Department of Housing and Community Affairs 2026 Low Income Housing Tax Credit allocation process.

**Relationship to Strategic Goals:**

- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy

**Recommendation(s):** Staff Recommends Support

**Summary:** Staff will provide a presentation regarding the demonstrated need for more affordable rental units in College Station, a summary of the 9% Low Income Housing Tax Credit program and scoring criteria, and details regarding the proposal received in response to RFI 26-032 - Affordable Housing Development.

One proposal was received in response to the RFI from Woda Cooper Companies, Inc. to develop affordable rental housing for a 60 unit family/workforce development called Knoxwood Crossing at 2735 South Harvey Mitchel Parkway. The development would feature one, two, and three bedroom units, serving families earning between 30% to 60% of Area Median Income.

Not taking action to support the development could jeopardize its' ability to secure a tax credit allocation.

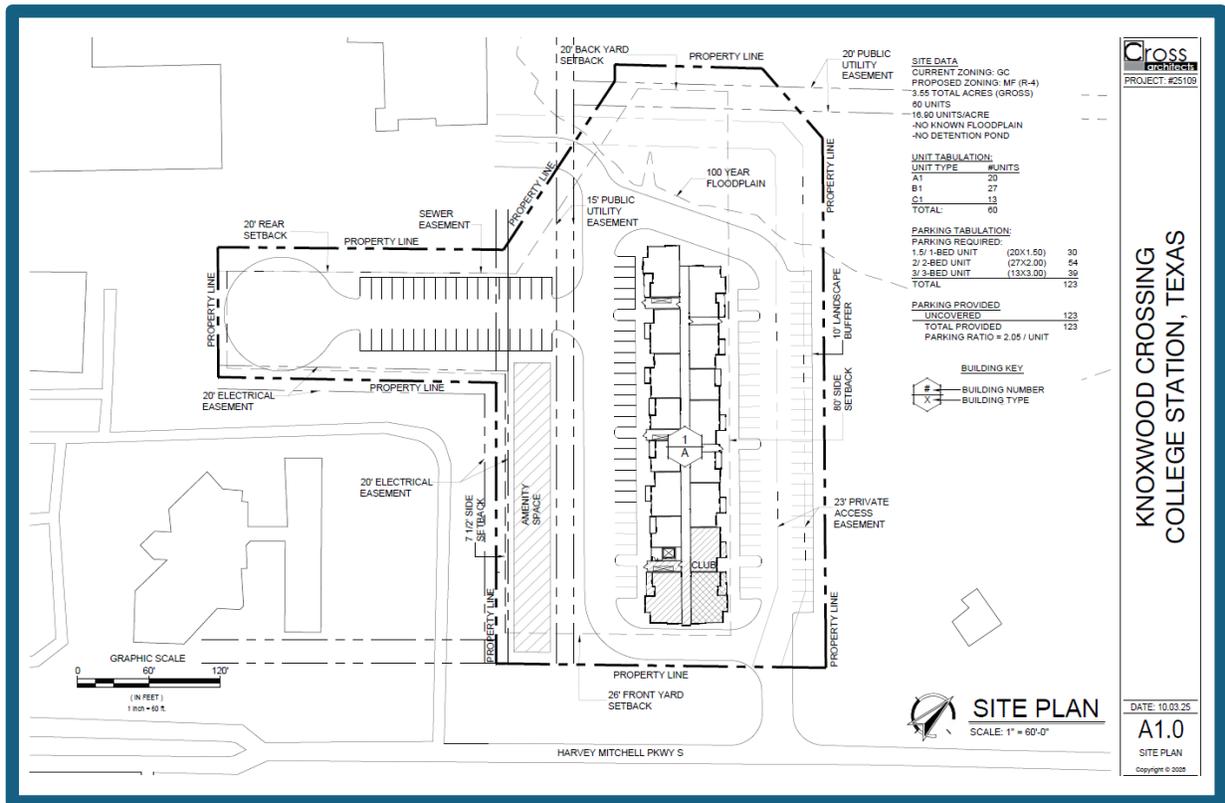
**Budget & Financial Summary:**

**Attachments:**

1. Knoxwood Crossing Woda Cooper Companies College Station Affordable Housing RFI
2. Tax Credit Support Resolution

*City of College Station, Texas*  
*RFI No. 26-032*  
*Request for Interest*  
*Affordable Housing Development*

Applicant: Woda Cooper Companies, Inc.



*Knoxwood Crossing*  
2735 South Harvey Mitchell Parkway  
College Station, Texas 77840

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Preliminary Cost Estimates.....	7
Firm’s Capability to Finance Proposed Development & Funding Request.....	8



## *Letter of Interest*



David Brower  
City of College Station  
Planning & Development Services Department  
P.O BOX 9960  
College Station, Texas 77842  
[dbrower@cstx.gov](mailto:dbrower@cstx.gov)

## **RE: RFI NO. 26-032 Request For Interest Affordable Housing Development**

To Whom it May Concern,

Please accept the following submission as Woda Cooper Companies Inc.'s (WCCI) formal response to RFI NO. 26-032, gauging the interest for affordable housing development in College Station, Texas. WCCI is pleased to present the proposed development of **Knoxwood Crossing**, a 60-unit, 4-story elevator community to be located at 2735 South Harvey Mitchell Parkway, College Station, Texas 77840 (Brazos County Central Appraisal District Property ID 31044).

WCCI brings more than thirty-five (35) years of experience in the development, construction, and management of workforce and senior multifamily housing. Our portfolio spans 18 states and includes more than 350 communities and 17,000 units under management. WCCI consistently ranks among the nation's top ten affordable housing developers by *Affordable Housing Finance*. Since our inception in 1990, Woda Cooper has completed only one disposition—a small portfolio of rural communities in the Midwest—reflecting our long-term commitment to owning and managing our communities in perpetuity.

Our development philosophy prioritizes community engagement, thoughtful planning, and innovative design. We value long-term partnerships with municipalities and strive to ensure that our communities serve as lasting sources of pride for all stakeholders upon completion.

If there are any comments, questions, or concerns, please feel free to reach out via email at [osarig@wodagroup.com](mailto:osarig@wodagroup.com). We look forward to working with the City of College Station.

Sincerely,

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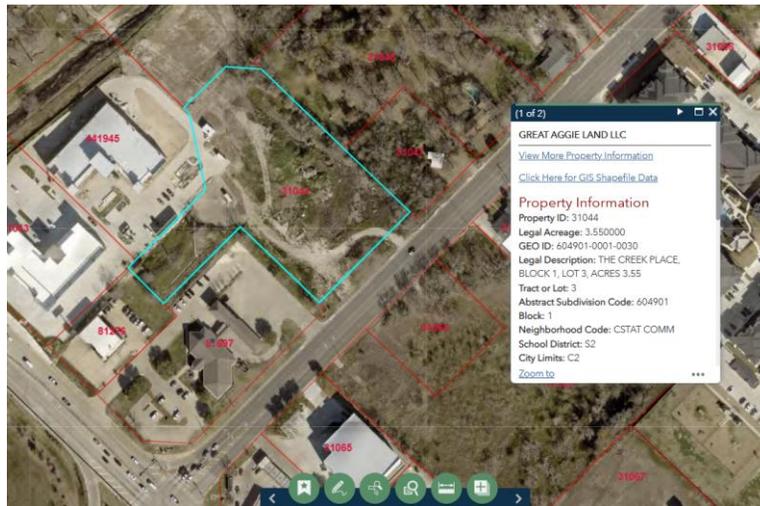
**Omer Sarig**  
**Development Specialist**  
**Woda Cooper Companies, Inc**

## *Site Location*

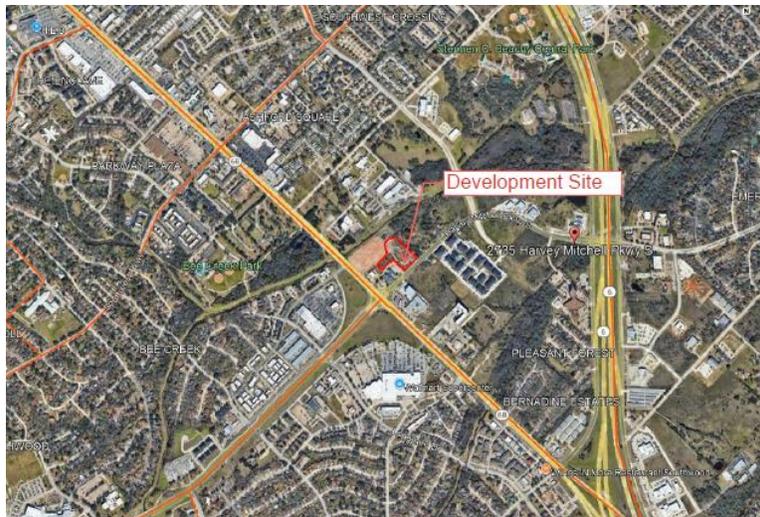


**Site Location**

The subject site for the proposed 60-unit development of Knoxwood Crossing is at 2735 South Harvey Mitchell Parkway, College Station, Texas 77840. This 3.55-acre parcel is at Brazos County Parcel ID 31044:



**Exhibit A: Knoxwood Crossing Parcel Map**



**Exhibit B: Knoxwood Crossing Parcel within City Limits**



# *Development Narrative*



## *Development Narrative*

The proposed development of Knoxwood Crossing is to be located at 2735 South Harvey Mitchell Parkway, College Station, Texas 77840 (Brazos County Central Appraisal District Property ID 31044). The 3.55-acre community will feature amenity green space for resident leisure, incorporating aesthetically pleasing landscaping with Texas native canopy trees, non-canopy trees, and shrubs. Sidewalks along Harvey Mitchell Parkway will enhance pedestrian walkability and provide convenient access to nearby amenities. Thoughtful site design and planning will also allow for drive aisle connection to the adjacent Creek Place Retail, ensuring efficient traffic flow and multiple points of ingress and egress. A vehicle parking ratio greater than two spaces per unit, in addition to bicycle parking on-site, would effectively address the parking demands associated with College Station's large growing population. The community exterior would incorporate a combination of masonry, Hardie fiber cement, and vertical/horizontal siding.

The four (4) story elevator building will feature an integrated designer clubhouse with a community room, fitness center, warming kitchen, and on-site laundry facilities. The community would feature one (1), two (2), and three (3) bedroom units, serving individuals and families earning between 30% to 60% of Area Median Income. Each unit would be equipped with energy-efficient appliances, spacious kitchen islands, luxury vinyl tile flooring, and washer & dryer hook-ups. Residents would benefit from professional on-site management and maintenance staff that would address resident concerns and maintain general upkeep of the community. Security camera systems will be installed throughout the building hallways, stairwells, and common spaces. Thoughtful landscaping, lighting, and exterior cameras will ensure enhanced resident security throughout Knoxwood Crossing.



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

## *Site Plan*

**SITE DATA**  
 CURRENT ZONING: GC  
 PROPOSED ZONING: MF (R-4)  
 3.55 TOTAL ACRES (GROSS)  
 60 UNITS  
 16.90 UNITS/ACRE  
 -NO KNOWN FLOODPLAIN  
 -NO DETENTION POND

**UNIT TABULATION:**

UNIT TYPE	#UNITS
A1	20
B1	27
C1	13
<b>TOTAL:</b>	<b>60</b>

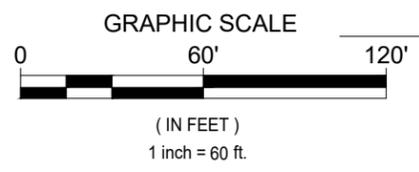
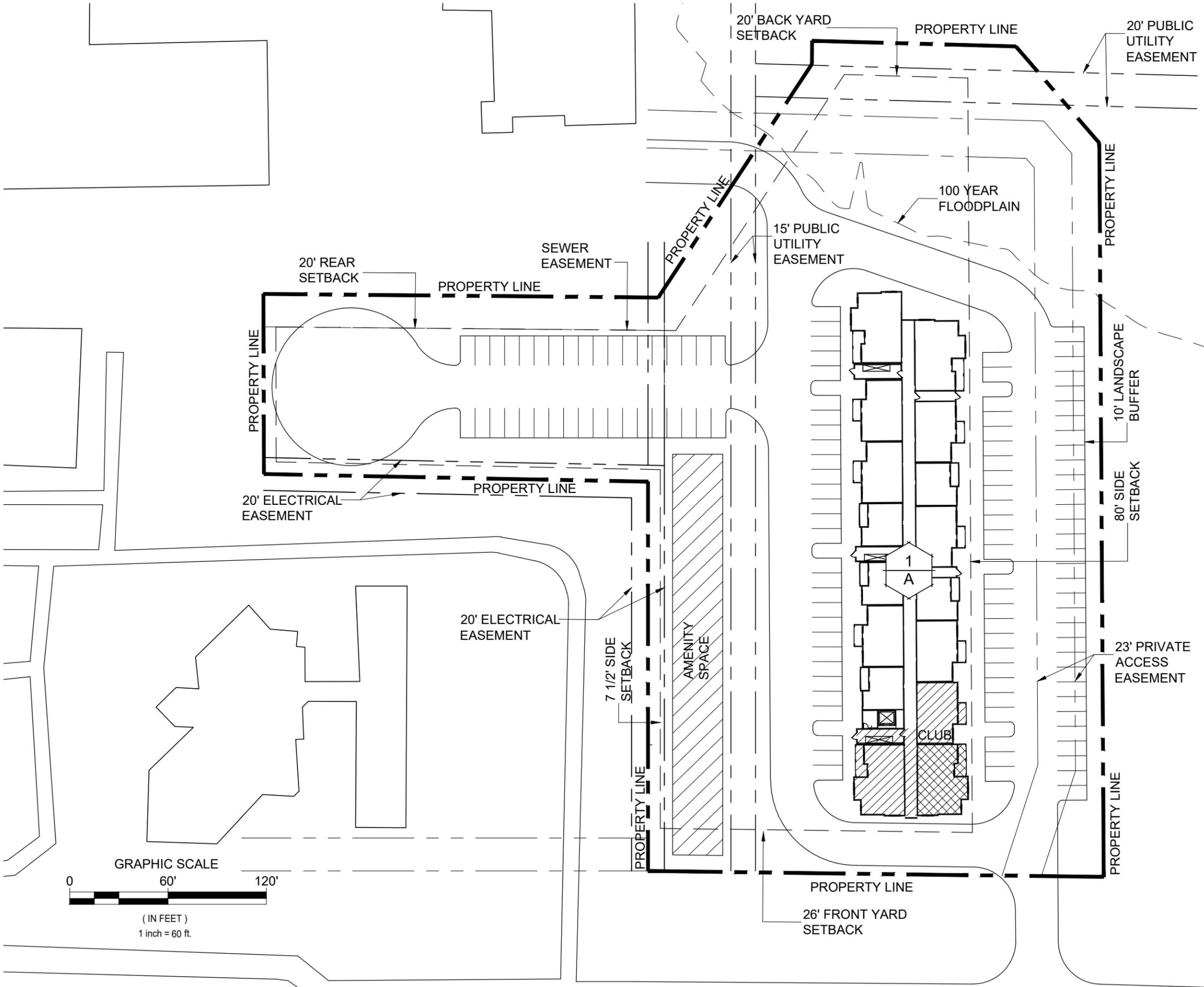
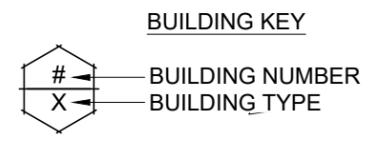
**PARKING TABULATION:**

PARKING REQUIRED:		
1.5/ 1-BED UNIT	(20X1.50)	30
2/ 2-BED UNIT	(27X2.00)	54
3/ 3-BED UNIT	(13X3.00)	39
<b>TOTAL</b>		<b>123</b>

**PARKING PROVIDED**

UNCOVERED	123
<b>TOTAL PROVIDED</b>	<b>123</b>

PARKING RATIO = 2.05 / UNIT



**SITE PLAN**

SCALE: 1" = 60'-0"

**KNOXWOOD CROSSING  
 COLLEGE STATION, TEXAS**

DATE: 10.03.25

**A1.0**

SITE PLAN

Copyright © 2025

# *Preliminary Cost Estimates*



**Preliminary Cost Estimates**

The development of Knoxwood Crossing, a 60-unit, 100% affordable community would be an approximately 21-million-dollar investment in the city of College Station. Not only would the development help the city achieve its goals related to affordable housing, but it would also serve as a source of tax revenue for the city, county, and school district. Please see Table 1 below for a preliminary breakdown of the sources and uses of funds for the development of Knoxwood Crossing.

Sources		Uses	
Federal Investor Equity	\$16,998,300	Land Acquisition, Total Hard & Soft Costs	\$17,825,623
Permanent First Mortgage	\$2,480,000	Reserves	\$495,656
Deferred Developer Fee	\$1,077,734	Developer Fee	\$2,234,755
<b>Total Sources</b>	<b>\$20,556,034</b>	<b>Total Uses</b>	<b>\$20,556,034</b>

**Table 1: Preliminary Cost Estimates**

*Capability to Finance Proposed  
Development & Funding Request*



## **Firm's Capability to Finance Proposed Development & Funding Request**

In Woda Cooper Companies, Inc.'s (WCCI) 35-year history of operation, our organization has successfully financed and developed more than 350 affordable housing communities across 17 states. We maintain long-standing relationships with numerous banks, financial institutions, and syndicators who are highly experienced in Low-Income Housing Tax Credit (LIHTC) financing. WCCI prides itself on conducting thorough analyses of each state's Qualified Allocation Plan (QAP) and effectively translating those requirements into competitive applications. As a result, more than 50 percent of the LIHTC applications we submit in the states in which we operate receive an allocation of credits each year.

Construction is scheduled to commence in the first quarter of 2026 on our first development in Texas, Tecovas Terrace, located at 1601 Southeast 28th Avenue in Amarillo, Texas. Through this endeavor, WCCI has demonstrated its ability to successfully navigate the Texas Department of Housing and Community Affairs (TDHCA) process and collaborate with lenders and investors to fully finance an affordable housing development in Texas.

WCCI respectfully requests a contribution of \$500,000 from the City of College Station's Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding pool to support the development of Knoxwood Crossing. Knoxwood Crossing is proposed as a 60-unit, 100 percent affordable housing community, closely aligning with the City's housing goals and strategic initiatives.

The City's 2024 Housing Action Plan indicates that more than 58 percent of renters in College Station are currently cost-burdened, and that the community is projected to face a housing shortage exceeding 4,000 units by 2030. These figures underscore the significant and growing need for high-quality, attainable housing options within the city. WCCI is eager to partner with the City of College Station to help address this need and contribute meaningfully to the expansion of affordable housing opportunities for its residents.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, DECLARING SUPPORT FOR WODA COOPER COMPANIES, INC. TAX CREDIT APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE YEAR 2026.**

**WHEREAS**, the City of College Station received a request from Woda Cooper Companies, Inc. for support of an affordable rental housing development, Knoxwood Crossing, and

**WHEREAS**, Woda Cooper Companies, Inc. intends to submit an application to the Texas Department of Housing and Community Affairs in order to receive a tax credit allocation for the year 2026, and

**WHEREAS**, the City of College Station has heard the proposal from the representative from Woda Cooper Companies, Inc. and

**WHEREAS**, the construction of affordable rental housing in accordance with the City of College Station Consolidated Plan which demonstrates a need for this type of development; now, therefore,

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

**PART 1:** That the City Council hereby declares support of the application for tax credits for Knoxwood Crossing.

**PART 2:** That the development of Knoxwood Crossing fulfills a need for additional affordable rental housing in accordance with the City of College Station Consolidated Plan.

**PART 3:** It is found and determined that the meeting at which this Resolution was passed was open to the public as required, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

**PART 4:** That this resolution shall take effect immediately from and after its passage.

ADOPTED this 22nd day of January, AD 2026

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
**City Secretary**

\_\_\_\_\_  
**Mayor**

APPROVED:

\_\_\_\_\_  
**City Attorney**

**January 22, 2026**

**Item No. 9.4.**

**Citizen Boards, Committees and Commissions Appointments**

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions.

- Construction Board of Adjustments
- Zoning Board of Adjustments
- Aggieland Humane Society
- Architectural Advisory Committee
- Audit Committee
- BCS Library Board
- Design Review Board

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** None

**Summary:** This is the annual appointment to our boards, committees, and commissions. A packet containing applications, appointment charts, and tally sheets will be provided under separate cover.

**Budget & Financial Summary:** None

**Attachments:**

None

**January 22, 2026**

**Item No. 10.1.**

**Items of Community Interest and Council Calendar**

**Sponsor:** City Council

**Reviewed By CBC:** City Council

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

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** None.

**Summary:** A current calendar of upcoming community events can be found in more detail at [cstx.gov/calendar](http://cstx.gov/calendar) and official meetings or public notices are posted at [cstx.gov/agendas](http://cstx.gov/agendas).

Meetings and events from the days of January 24th thru February 12th:

January 24 - Texas Twelve 20 Year Celebration Event  
January 27 - Seminar Supper: 2026 Capital Projects  
January 28 - Economic Outlook Conference 2026  
January 28 - Housing Plan Advisory Committee Meeting  
January 29 - Business After Hours - Texas A&M Foundation  
February 2 - Historic Preservation Committee Meeting  
February 3 - Zoning Board of Adjustments Meeting  
February 4 - B/CS MPO Policy Board Meeting  
February 4 - Legislative Affairs Committee Meeting  
February 4 - Tourism Committee Meeting  
February 5 - Planning & Zoning Commission Meeting  
February 6 - Brazos County Regional Mobility Authority Board Meeting  
February 9 - Bicycle, Pedestrian & Greenway Board Meeting  
February 10 - Parks & Recreation Board Meeting  
February 10 - Parking Removal Public Meeting  
February 12 - Rock Prairie Management District No. 2  
February 12 - City Council Meeting Day

**Budget & Financial Summary:** None.

**Attachments:**

None

**January 22, 2026**

**Item No. 11.1.**

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

**Sponsor:** City Council

**Reviewed By CBC:** City Council

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

**Relationship to Strategic Goals:**

Good Governance

**Recommendation(s):** Review meetings attended.

**Summary:** Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

**Budget & Financial Summary:** None.

**Attachments:**

None