College Station, TX

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

April 9, 2026	4:00 PM	City Hall Council Chambers

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

1. Call to Order.

2. Executive Session Agenda.

Executive Session is closed to the public and will be held in the 1938 Executive Conference Room. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop, 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.
b. Legal advice related to the City's water rights and water service area.

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. Internal Auditor
b. City Attorney
c. Council Self Evaluation

2.4. **Economic Incentive Negotiations {Gov't Code Section 551.087};**
Possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) maybe discussed:
a. Economic development agreement with Corinth Group, Inc.
b. Economic development agreement for a development within the Midtown Business Park relating to baseball fields.
c. A development agreement regarding land generally located between Pebble Creek and Southern Pointe subdivisions.

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

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

Speaker Protocol.

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

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation proclaiming April 7th through 13th as National Library Week.
Sponsors: Ross Brady
Attachments: 1. 2026 National Library Week Proclamation

5.2. Presentation recognizing the outgoing representatives of the Texas A&M Student Government Association.
Sponsors: Ross Brady
Attachments: 1. Certificate of Recognition - Ainsleigh Broadwell
2. Certificate of Recognition - Lauren Clark
3. Certificate of Recognition - Clayton Williams

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:
• March 26, 2026 Council Meeting
Sponsors: Tanya Smith
Attachments: 1. CCM032626 DRAFT Minutes

7.2. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with M27 Services LLC for the collection of recyclables from commercial businesses and multi-family locations.
Sponsors: Emily Fisher, Caroline Ask
Attachments: 1. M27 Franchise Agreement Ordinance

7.3. Presentation, discussion, and possible action on a contract with Tyler Technologies, Inc. for Enterprise Planning and Development software in the amount of $1,316,456.
Sponsors: Sam Rivera
Attachments: 1. Contract

7.4. Presentation, discussion, and possible action on a $672,793 change order with Norman Construction Services, LLC for the State Highway 6 Utility Relocation Bid Package 1, with $372,793 being covered by the current project contingency, and $300,000 coming from a new authorization of funds upon approval of this item.
Sponsors: Jennifer Cain, Susan Monnat
Attachments: 1. SH6 Utility Relocates Change Order Map
2. SH6 Utility Relocates Change Order_26300186 CO3

7.5. Presentation, discussion, and possible action on a construction contract with GridTech, LLC for the construction of the Post Oak Electric Substation Yard Expansion project, not to exceed $2,427,299.24.
Sponsors: Glenn Gavit
Attachments: 1. GridTech Contract_26300361_Vendor Signed
2. 26-005 Award Scoring and Tabluation

7.6. Presentation, discussion, and possible action regarding a contract with The Personal Computer Store, Inc. dba Avinext to upgrade and reconfigure the broadcast production room and associated equipment in the Council Chamber for $120,737.82.
Sponsors: Colin Killian
Attachments: 1. Detailed with List Pricing
2. Contract

7.7. Presentation, discussion, and possible action regarding approval of a change order with UBEO, LLC for an additional plotter increasing the lease agreement amount by $15,900 for a total lease agreement amount of $102,270.
Sponsors: Sam Rivera
Attachments: 1. Change Order

7.8. Presentation, discussion, and possible action on the subdivision participation and release form for the Six Remnant Defendants settlement regarding opioids.

Sponsors: Adam Falco

Attachments: 1. Remnant-Exhibit-G-Subdivision-Settlement-Participation-Form

7.9. Presentation, discussion, and possible action on a five-year employment contract with Adam Falco for the appointed position of City Attorney.

Sponsors: John Nichols

Attachments: 1. 26300482--BW (040926) Signed

8. Regular Agenda.

8.1. Public Hearing, presentation, discussion, and possible action regarding an Ordinance amending the Comprehensive Plan by amending the Thoroughfare Plan and Bicycle, Pedestrian, and Greenways Master Plan to remove the future extension of Pebble Creek Parkway, a Minor Arterial, between St. Andrews Drive and the future Minor Arterial to the south including associated future bike lanes and sidewalks.

Sponsors: Jason Schubert, Anthony Armstrong

Attachments:
1. Comp. Plan Amendment PCP Ordinance
2. Thoroughfare Plan Amendment Exhibit
3. Pebble Creek Master Development Plan and Thoroughfares
4. Travel Demand Modeling Summary Memo
5. Emergency Response Routes and Times

9. Items of Community Interest and Council Calendar.

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

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

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

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

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

the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

12. Adjourn.

The City Council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion. 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 April 2, 2026 at 5:00 p.m.

Tanya Smith

City Secretary

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

April 9, 2026
Item No. 5.1.
Proclamation for National Library Week

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming April 7th through 13th as National Library Week.

Relationship to Strategic Goals:
- Good Governance
- Core Services and Infrastructure

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:
1. 2026 National Library Week Proclamation

Proclamation

WHEREAS, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can find joy through exploration and discovery; and

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and cultural enrichment; and

WHEREAS, libraries provide free access to books, digital tools, and innovative programming, ensuring all individuals have the support they need to learn, connect, and thrive; and

WHEREAS, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities which support career growth and economic success; and

WHEREAS, libraries nurture young minds through storytimes, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning; and

WHEREAS, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression; and

WHEREAS, dedicated librarians and library workers provide welcoming spaces which inspire discovery, collaboration, and creativity for all; and

WHEREAS, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week; and

NOW, THEREFORE, I, John P. Nichols, Mayor of College Station proclaim and celebrate April 19-25, 2026 as

National Library Week

During this week I encourage all residents to visit their library, explore its resources, and celebrate all the ways that the library benefits our community.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of College Station to be affixed this 9th day of April 2026.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

April 9, 2026
Item No. 5.2.

Recognizing Recognizing representatives of the Texas A&M Student Government Association

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Good Governance

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:
1. Certificate of Recognition - Ainsleigh Broadwell
2. Certificate of Recognition - Lauren Clark
3. Certificate of Recognition - Clayton Williams

CERTIFICATE

of Recognition

This certificate is awarded to

Ainsleigh Broadwell

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

THEREFORE, I, John P. Nichols, Mayor of the City of College Station award this Certificate of Recognition on this the 9th day of April 2026.

_____

John P. Nichols, Mayor

CERTIFICATE

of Recognition

This certificate is awarded to

Lauren Clark

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

THEREFORE, I, John P. Nichols, Mayor of the City of College Station award this Certificate of Recognition on this the 9th day of April 2026.

_____

John P. Nichols, Mayor

CERTIFICATE

of Recognition

This certificate is awarded to

Clayton Williams

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

THEREFORE, I, John P. Nichols, Mayor of the City of College Station award this Certificate of Recognition on this the 9th day of April 2026.

_____

John P. Nichols, Mayor

April 9, 2026
Item No. 7.1.
March 26th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• March 26, 2026 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM032626 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
MARCH 26, 2026

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Presiding:
John 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
Ian Whittenton, Deputy City Secretary
Kimberly Dickey, Records Management Administrator

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on March 26, 2026, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Development, and the College Station City Council convened into Executive Session at 4:01 p.m. on March 26, 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.
- Legal advice related to Texas Local Government Code Chapter 143 and 174.
- Legal advice related to a settlement agreement regarding opioids for the Remnant Defendants Settlement: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics).
- Legal advice regarding the professional services contract for Southeast Park.

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.

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

- City Attorney
- City Manager
- Council Self-Evaluation

2.5. 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.
- A development agreement regarding land generally located between Pebble Creek and Southern Pointe subdivisions.

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 6:46 p.m.

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

Invocation given by Pastor Ben Hailey, College Station Police Department.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming March 28, 2026, as "Mayor's Monarch Pledge Day."

Mayor Nichols presented a proclamation to Parks and Recreation Department, proclaiming the month of March 2026 as Mayor's Monarch Pledge Day.

5.2. Presentation proclaiming the month of March 2026 as "American Red Cross Month."

Mayor Nichols presented a proclamation to Valerie Vetrone (Executive Director of the Heart of Texas Chapter) Heart of Texas Board Members: Rick Kattner, Chair, and Valen Cepak; proclaiming the month of March 2026 as American Red Cross Month.

5.3. Presentation proclaiming the month of March 2026 as "National Multiple Sclerosis Month."

Mayor Nichols presented a proclamation to Jim Rouse and the National Multiple Sclerosis Society, proclaiming the month of April 2026 as National Multiple Sclerosis Month.

5.4. Presentation proclaiming April 6-10, 2026 as "National Community Development Week."

Mayor Nichols presented a proclamation to Anthony Armstong, Planning and Development Director, Molly Hitchcock, Planning and Development Assistant Director, and Community Services, David Brower, Eric Barton, Raney Whitwell, and Josh Brooks, recognizing April 6-10, 2026, as National Community Development Week.

6. Hear Visitors Comments.

James Sun, College Station, expressed concerns about Flock cameras being installed around the city. He pointed out that there is potential for abuse, misuse, identification errors, and data sharing with minimal public oversight.

Anna Lowary, College Station, came before council as a resident of Midtown who is concerned that the design for Independence Park will not include an off-leash dog park. She would like Council to revisit this design and consider adding this feature to a future design.

Kody Fox, College Station, came before council with concerns about the installation and operation of Flock safety surveillance cameras in College Station, raising issues about privacy, data ownership, and contract terms that he believes allow the data to be kept in perpetuity. He requests Council consider adding an item to a future agenda to publicly discuss these issues.

7. CONSENT ITEMS

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

Item *(7.2, 7.9, 7.10, 7.15, 7.19)* were pulled for clarification.

(7.2) Melissa Thomas, Capital Projects, explained the contract is for the design of around 30 signs, including structural and geotechnical services along with wayfinding and other signs around Veterans Park.

(7.9) Raquel Gonzales, Capital Projects, explained the proposed design modification for the Rock Prairie East Widening Project is a strategic revision that secures significant financial savings and improves schedule stability. This change order addresses critical path schedule risks by removing dependencies on external timelines that fall outside the City's control, which will save nearly one million on the total project.

(7.10) Ramiro Martinez, Water Services Department, explained that the City updates its land use assumptions and capital improvement plans every five years to keep impact fees accurate as the community grows. The last full update was in 2021, and the upcoming 2026 study will refresh growth assumptions, set service areas, identify eligible capital projects, and calculate the maximum impact fees allowed based on projected growth over the next decade.

(7.15) Carol Cotter, Planning and Development Services, explained that this contract will not be adjusting the thoroughfare plan but rather utilizing the thoroughfare plan in determining what the impact the capital improvement plans should have in calculating impact fees.

(7.19) Ian Whittenton, City Secretary's Office, clarified that a motion to approve this item will appoint Tina Ann Duncan to the Tourism Committee.

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

- **February 16, 2026 Special Meeting**
- **February 26, 2026 Council Meeting**

7.2. Presentation, discussion, and possible action regarding a design contract with The Arkitex Studio, Inc. for the Veterans Park Wayfinding Signage Design in the amount of $146,200.

7.3. Presentation, discussion, and possible action and discussion on the Texas Emergency Management Assistance Teams (TEMAT) Memorandum of Understanding (MOU) with the Texas Division of Emergency Management.

7.4. Presentation, discussion, and possible action regarding resolution 03-26-26-7.4 adoption the Brazos County Hazard Mitigation Action Plan for 2024-2029.

7.5. Presentation, discussion, and possible action regarding the award of ITB 26-035 for the City's purchase of Single Phase and Three Phase Transformers for Electric Warehouse Inventory with a total expenditure of $1,043,514 awarded to KBS Electrical Distributors.

7.6. Presentation, discussion, and possible action regarding a contract amendment to a contract with LifeScan Wellness Centers to increase the term of the agreement, and increase the contract amount by $23,000 for a total contract amount of $118,000.

7.7. Presentation, discussion, and possible action on the City's Indefinite Delivery/Indefinite Quantity (IDIQ) list, where identified firms are pre-qualified to provide on call, as needed, professional services. A category for Construction Materials Testing is to be added to the list approved at the November 13, 2025 City Council meeting.

7.8. Presentation, discussion, and possible action on a change order with DCCM for additional design services in the amount of $73,286.31 as part of the James Parkway and Puryear Drive Projects.

7.9. Presentation, discussion, and possible action on a Change Order for Professional Services Contract with DCCM Infrastructure, Inc. in the amount of $92,406 for additional engineering design and project management services for the Rock Prairie Road East Widening Project.

7.10. Presentation, discussion, and possible action regarding a Professional Services Contract with Freese and Nichols, Inc. in the amount of $300,000 for the 2026 Water and Wastewater Impact Fee Update Study.

7.11. Presentation, discussion, and possible action regarding a deductive change order with Weisinger, Inc., providing a $432,300 credit to the construction contract for the Water Well 3 Rehabilitation project.

7.12. Presentation, discussion, and possible action regarding the purchase of two 2000 KVA pad mount transformers in the amount of $108,902 from Magnetron USA, LLC.

7.13. Presentation, discussion, and possible action regarding ordinance 2026-4659 amending Chapter 38, "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1014, "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, to prohibit parking on Lenert Circle.

7.14. Presentation, discussion, and possible action on a design change order for the Municipal Court Building Envelope Repair & Maintenance Project with Zero Six Consulting LLC. for $9,630 for a total contract amount of $104,530.

7.15. Presentation, discussion, and possible action regarding a Professional Services Contract with Kimley-Horn and Associates, Inc. in the amount of $120,000 for the 2026 Roadway Impact Fee 5-year Update Study.

7.16. Presentation, discussion, and possible action regarding the adoption of program guidelines for an Acquisition, Rehabilitation, and Disposition for Homebuyers Program.

7.17. Presentation, discussion, and possible action on a construction contract with Zone Industries for the replacement of two variable frequency drives for high-service pumps at the Dowling Road Pump Station, not to exceed $176,400.

7.18. Presentation, discussion, and possible action on Change Order No. 1 for Electric and Water Meter Reading Services with Alexander's Contract Services, Inc., not to exceed $391,000; which includes $56,000 for two additional months.

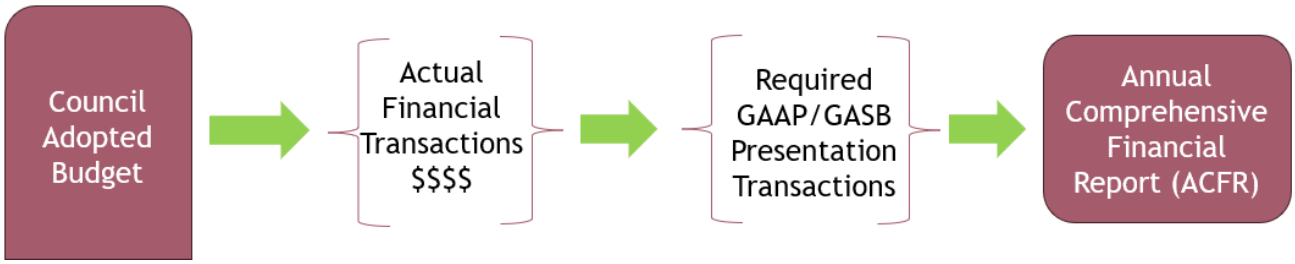
7.19. Presentation, discussion, and possible action on appointing Tina Ann Duncan to an unexpired term on the Tourism Committee.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, 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, relating to receiving the annual audit reports and Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2025.

Michael DeHaven, Assistant Finance Director, explained that the City's Charter and Fiscal and Budgetary Policies along with State law require that not less than thirty (30) days prior to the end of each fiscal year, the City Council shall designate a qualified public accountant or accountants who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transactions of the City government and shall submit the report to the City Council. Also, the City's budgetary policies require that the auditor jointly review the management letter/audit results with the City Council within 30 days of receipt by the staff.



Brittany Drew, Senior Manager with Weaver and Tidwell, presented the results of the fiscal year 2025 audit and presented the 2025 ACFR. The report showed exceptionally strong audit results for the city and commended the Finance Department for its outstanding preparation of the Annual Comprehensive Financial Report. She explained that the City received an unmodified opinion—the highest level of assurance—for both its financial statements and its federal Single Audit, with no material weaknesses, significant deficiencies, noncompliance issues, or audit findings identified.

The auditors also reviewed major federal programs, including the CDBG entitlement grants cluster and the SAFER grant, and confirmed full compliance while meeting required federal coverage thresholds. Mrs. Drew also outlined the audit standards applied, confirmed there were no difficulties, unusual transactions, new accounting standards affecting the City, or independence concerns, and noted that management's estimates were reasonable with no signs of bias. She concluded by reporting no material audit adjustments or passed adjustments, reinforcing the City's continued strong financial management and internal controls.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember McIlhaney, the City Council voted six (6) for and one (1) opposed, with Councilmember Yancy voting against, to accept the Annual Comprehensive Financial Report and External Audit. The motion carried.

Mayor Nichols stated by this presentation and acceptance by the City Council the Annual Comprehensive Financial Report and External Audit Report is considered filed with the City Secretary's Office effective March 26th, 2026.

8.2. Presentation, discussion, and possible action on the 2026 update to the City Council Strategic Plan.

Ross Brady, Chief of Staff, reported that the City Council convened for a strategic planning retreat on February 16, 2026. At this retreat, Council members reviewed and discussed both strategic priorities and proposed amendments to the Strategic Plan. This item is to discuss, amend, and accept those changes as presented with the following modification:

- Neighborhood Integrity, item 1.2 will read, "Provide options for affordable, dense housing in Northgate, Wolf Pen Creek, and other targeted areas to relieve housing pressure in existing neighborhoods."

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, with Councilmember Yancy voting against, to accept the updated 2026 City Council Strategic Plan with the addition listed. The motion carried unanimously.

9. REGULAR ITEMS

9.1. Presentation, discussion, and possible action on an amendment to a Construction Manager at Risk (CMAR) Contract with Garney Construction., Inc. accepting the Guaranteed Maximum Price (GMP) of $27,886,767.07 for the drilling of 3 production wells, mechanical piping, and well collection line as part of the for Wells 10, 11 and 12 Project, plus the City's contingency in the amount of $697,169.18 for a total appropriation of $28,583,936.25 and presentation, discussion, and possible action regarding Resolution 03-26-26-.91 Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Jennifer Cain, Capital Project Director, reported that the amendment to Garney Construction's current contract covers drilling three production wells, installing mechanical piping, and building well collection lines. Each well will pump up to 3,300 GPM with dedicated control systems and backup generators. The project includes internal access roads, power distribution, land easement acquisitions, and about 12,000 feet of collection line connecting the wells. Coordination is required with BTU, Union Pacific, and TxDOT for utilities and access. Garney provides pre-construction and construction services, with bidding presented to City Council for Guaranteed Maximum Price (GMP) approval for each phase. Construction started in early 2025 with completion slated before August 2028. Of the

$70,489,000 budget, $25,397,120 has been committed, leaving $45,091,880 for the remaining contract and expenses. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is needed as long-term debt for the project is scheduled to be issued later.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to approve an amendment to a Construction Manager at Risk (CMAR) Contract with Garney Construction., Inc. accepting the Guaranteed Maximum Price (GMP) of $27,886,767.07 for the drilling of 3 production wells, mechanical piping, and well collection line as part of the for Wells 10, 11 and 12 Project, plus the City's contingency in the amount of $697,169.18 for a total appropriation of $28,583,936.25 and presentation, discussion, and possible action regarding adopting Resolution 03-26-26-9.1 Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt. The motion carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action regarding ordinance 2026-4660 amending the Comprehensive Plan - Future Land Use & Character Map from Neighborhood Center to Urban Residential for approximately 7.02 acres generally located at 8650 Turkey Creek Road.

Items 9.2 and 9.3 were presented together.

9.3. Public Hearing, presentation, discussion, and possible action regarding ordinance 2026-4661 amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to MF Multi-Family for approximately 7.02 acres generally located southwest of the intersection of Turkey Creek Road and Health Science Parkway.

Gabriel Schrum, Planning and Development, explained that the applicant seeks to amend the Comprehensive Plan Future Land Use and Character Map for about seven acres near Health Science Center Pkwy and Turkey Creek Rd, changing it from Neighborhood Center to Urban Residential. This amendment accompanies a rezoning request to allow multi-family housing on approximately 7.02 acres of undeveloped land northwest of Turkey Creek Rd and Raymond Stotzer Pw, switching the zoning from R Rural to MF Multi Family. The property is un-platted with frontage on Turkey Creek Rd, and the proposed change aims to increase residential density by permitting multi-family development, which is not allowed under current rural zoning.

The Planning and Zoning Commission reviewed this item on February 19, 2026, and voted six to one to recommend its approval.

At approximately 8:25 p.m., Mayor Nichols opened the Public Hearing.

Padon Holt, College Station, came before council to request they deny this rezoning in order to preserve business center land as he believes that a vibrant business center would be a better service to the community.

There being no further comments, the Public Hearing was closed at 8:33 p.m.

(9.2) MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Shafer the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4660, amending the Comprehensive Plan - Future Land Use & Character Map from Neighborhood Center to Urban Residential for approximately 7.02 acres generally located at 8650 Turkey Creek Road. The motion carried unanimously.

(9.3) MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4661, amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to MF Multi-Family for approximately 7.02 acres generally located southwest of the intersection of Turkey Creek Road and Health Science Parkway. The motion carried unanimously.

9.4. Public Hearing, presentation, discussion, and possible action regarding ordinance 2026-4662 amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from CI Commercial Industrial to P-MUD Planned Mixed Use District for approximately 1.24 acres at 200 Texas Avenue, generally located northwest of the intersection of Texas Avenue and University Drive.

Gabriel Schrum, Planning and Development, explained that this request involves rezoning the property from CI Commercial Industrial to P-MUD Planned Mixed Use District. The Concept Plan outlines the general arrangement of buildings and parking for the site, along with connections to nearby developments. The proposed plan features enhanced landscaping and architectural details beyond what is required. According to the applicant, there is demand for this type of development in the community, and it will support local businesses while creating an attractive project along a major corridor in town.

At the February 19, 2026, Planning and Zoning Commission meeting, the Commission voted (7-0) to recommend approval.

At approximately 8:43 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:43 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. 2026-4662, amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from CI Commercial Industrial to P-MUD Planned Mixed Use District for approximately 1.24 acres at 200 Texas Avenue, generally located northwest of the intersection of Texas Avenue and University Drive.. The motion carried unanimously.

9.5. Public Hearing, presentation, discussion, and possible action regarding ordinance 2026-4663 amending Appendix A, Unified Development Ordinance, Article 3 "Development Review Procedures", Section 3.5 "Concept Plans (P-MUD and PDD Districts)" of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to requirements, concept plans, and community benefits for PDD Planned Development Districts.

Jeff Howell, Planning and Development, reported that a workshop on this topic was held by the Planning and Zoning Commission in June 2024, where modifications were requested and more stakeholder feedback was sought. In-person and virtual meetings with applicants and design professionals followed in July and August 2024. Changes to the proposed standards were made and incorporated into the UDO after consultation with the City Attorney's Office. The item went to City Council on November 24, 2025; further stakeholder meetings occurred in January 2026 based on

public feedback. Additional revisions were made and included in the proposed ordinance amendments for the UDO after internal review.

This proposed Unified Development Ordinance amendment affects all new proposed PDD Planned Development Districts. Specifically, the amendment modifies this Section in order to:

- Updates concept plans and minimum requirements for each PDD; and
- Suggest community benefits; and
- Distinguishes requirements for large and small PDDs; and
- Improves predictability and clarity; and
- Specifies elements for minor modifications.

At its February 19, 2026, meeting, the Planning and Zoning Commission voted unanimously (7-0) to recommend approval of this item.

At approximately 8:58 p.m., Mayor Nichols opened the Public Hearing.

Veronica Morgan, College Station, came before council to thank staff for their work and council for considering these changes. She believes that they add much needed tools for development options an provide the local community with reassurances as to what will be developed in a given area.

There being no further comments, the Public Hearing was closed at 9:01 p.m.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4663, amending Appendix A, Unified Development Ordinance, Article 3 "Development Review Procedures", Section 3.5 "Concept Plans (P-MUD and PDD Districts)" of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to requirements, concept plans, and community benefits for PDD Planned Development Districts. The motion carried unanimously.

Mayor Nichols recessed the meeting at 9:02 p.m.

The meeting resumed at 9:08 p.m.

9.6. Public Hearing, presentation, discussion, and possible action regarding ordinance 2026-4664 vacating and abandoning a 0.021 acre portion of a public utility easement, said easement lying over, across, and upon Block 1, Lot 1 of the Culpepper at TAMU Subdivision, generally located at 725 University Dr, according to the instruments recorded in Volume 12294, Page 73 of the Official Public Records of Brazos County, Texas.

Items 9.6 and 9.12 were presented together.

9.7. Public Hearing, presentation, discussion, and possible action regarding ordinance 2026-4665 vacating and abandoning a 0.034 acre 10-foot-wide sanitary sewer easement, said easement lying over, across, and upon Block 1, Lot 1 of the Culpepper at TAMU Subdivision, generally located at 725 University Dr, according to the instruments recorded in Volume 1389, Page 222 of the Official Public Records of Brazos County, Texas.

9.8. Public Hearing, presentation, discussion, and possible action regarding ordinance 2026-4666 vacating and abandoning a 0.077 acre portion of a variable width Public Utility Easement, said easement lying over, across, and upon Block 1, Lot 1 of the Culpepper at TAMU

Subdivision, generally located at 725 University Dr, according to the instruments recorded in Volume 19593, Page 128 of the Official Public Records of Brazos County, Texas.

9.9. Public Hearing, presentation, discussion, and possible action regarding ordinance 2026-4667 vacating and abandoning a 0.080 acre portion of a 20-foot-wide utility easement, said easement lying over, across, and upon Block 1, Lot 1 of the Culpepper at TAMU Subdivision, generally located at 725 University Dr., according to the instruments recorded in Volume 291, Page 807 of the Official Public Records of Brazos County, Texas.

9.10. Public Hearing, presentation, discussion, and possible action regarding ordinance 2026-4668 vacating and abandoning a 0.094 acre 20-foot-wide aerial utility easement, said easement lying over, across, and upon Block 1, Lot 1 of the Culpepper at TAMU Subdivision, generally located at 725 University Dr., according to the instruments recorded in Volume 1396, Page 139 of the Official Public Records of Brazos County, Texas.

9.11. Public Hearing, presentation, discussion, and possible action regarding ordinance 2026-4669 vacating and abandoning a 0.160 acre variable width water line easement, said easement lying over, across, and upon Block 1, Lot 1 of the Culpepper at TAMU Subdivision, generally located at 725 University Dr., according to the instruments recorded in Volume 4090, Page 242 of the Official Public Records of Brazos County, Texas.

9.12. Public Hearing, presentation, discussion, and possible action regarding ordinance 2026-4670 vacating and abandoning a 761 square foot 10-foot-width water line easement, said easement lying over, across, and upon Block 1, Lot 1 of the Culpepper at TAMU Subdivision, generally located at 725 University Dr., according to the instruments recorded in Volume 4090, Page 242 of the Official Public Records of Brazos County, Texas.

Lindsey Pressler, Planning and Development, explained that the applicant is requesting abandonment of existing utility easements to allow construction on the site. Water lines will be relocated north with new easements dedicated, while communication and electric lines will also be rerouted with new easements. The sanitary sewer easement, about 470 feet southwest of University Dr and College Ave, is being considered for abandonment to support these changes.

The easements were located approximately:

- 0.021-acre portion of a public utility easement
- 0.034-acre 10-foot-wide sanitary sewer easement
- 0.077-acre portion of a variable width Public Utility Easement
- 0.080-acre portion of a 20-foot-wide utility easement
- 0.094-acre 20-foot-wide aerial utility easement
- 0.160-acre variable width water line easement
- 761 square foot 10-foot-width water line easement

At approximately 9:13 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 9:13 p.m.

(9.6) MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4664, vacating and abandoning a 0.021 acre portion of a public utility easement, said easement lying over, across, and upon Block 1, Lot 1 of the Culpepper at TAMU Subdivision, generally located at 725 University Dr, according to the instruments recorded in Volume 12294, Page 73 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

(9.7) 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. 2026-4665, vacating and abandoning a 0.034 acre 10-foot-wide sanitary sewer easement, said easement lying over, across, and upon Block 1, Lot 1 of the Culpepper at TAMU Subdivision, generally located at 725 University Dr, according to the instruments recorded in Volume 1389, Page 222 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

(9.8) MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4666, vacating and abandoning a 0.077 acre portion of a variable width Public Utility Easement, said easement lying over, across, and upon Block 1, Lot 1 of the Culpepper at TAMU Subdivision, generally located at 725 University Dr, according to the instruments recorded in Volume 19593, Page 128 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

(9.9) MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4667, vacating and abandoning a 0.080 acre portion of a 20-foot-wide utility easement, said easement lying over, across, and upon Block 1, Lot 1 of the Culpepper at TAMU Subdivision, generally located at 725 University Dr., according to the instruments recorded in Volume 291, Page 807 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

(9.10) MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4668, vacating and abandoning a 0.094 acre 20-foot-wide aerial utility easement, said easement lying over, across, and upon Block 1, Lot 1 of the Culpepper at TAMU Subdivision, generally located at 725 University Dr., according to the instruments recorded in Volume 1396, Page 139 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

(9.11) MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4669, vacating and abandoning a 0.160 acre variable width water line easement, said easement lying over, across, and upon Block 1, Lot 1 of the Culpepper at TAMU Subdivision, generally located at 725 University Dr., according to the instruments recorded in Volume 4090, Page 242 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

(9.12) MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2026-4670, vacating and abandoning a 761 square foot 10-foot-width water line easement, said easement lying over, across, and upon Block 1, Lot 1 of the Culpepper at TAMU Subdivision, generally located at 725 University Dr., according to the instruments recorded in Volume 4090, Page 242 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

9.13. Public Hearing, presentation, discussion, and possible action regarding ordinance 2026-4671 vacating and abandoning a 550 sq ft portion of a generally 20-foot-wide Public Utility Easement, said easement lying over, across, and upon Lot 1, Block 18 of the Mission Ranch Subdivision Phase 403, generally located at 3735 Hardin Hills Drive, according to the plat recorded in Volume 18227, Page 77 of the Official Public Records of Brazos County, Texas.

Cole Gabelman, Planning and Development, stated that the applicant wishes to abandon a 10 ft section of the existing 20 ft public utility easement at the rear of their property to build a swimming pool. The original 20 ft easement was set as a plating requirement and is currently unused. It borders a 10 ft

easement in Common Area 52 of Mission Ranch Ph 403; a 10 ft easement will remain along the rear lot line, consistent with all lots in Block 18 of Mission Ranch Phase 403 Subdivision.

At approximately 9:21 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 9:21 p.m.

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 adopt Ordinance No. 2026-4671, vacating and abandoning a 550 sq ft portion of a generally 20-foot-wide Public Utility Easement, said easement lying over, across, and upon Lot 1, Block 18 of the Mission Ranch Subdivision Phase 403, generally located at 3735 Hardin Hills Drive, according to the plat recorded in Volume 18227, Page 77 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

9.14. Presentation, discussion, and possible action regarding the adoption of resolution 03-26-26-9.14 regarding a substantial amendment to the 2025-2029 Consolidated Plan and 2025 Annual Action Plan to reprogram $485,680 of CDBG funds to Rental Housing Rehabilitation for the acquisition of housing units to be used as affordable rental housing. Funds will be moved as follows: $400,000 from Public Facilities to Rental Housing Rehabilitation; $85,680 from Housing Services to Rental Housing Rehabilitation.

Raney Whitwell, Planning and Development, reported that delays affecting a Public Facility Project - caused by material shortages and supply chain problems - required the city to shift funds between activities this year. To ensure timely spending, money is being reallocated to Rental Housing Rehabilitation, which will enable one additional project. Eligible nonprofit organizations can apply for these funds through a Request for Proposal process, aiming to acquire and renovate units for affordable rentals for families earning at or below 80% of the Area Median Income. The public had 30 days, from February 17 to March 18, 2026, to review and comment on the amendment, available online via the City of College Station's Community Development Publication page. Citizens could submit feedback by mail, email, or phone. The revised resolution updates the City's 2025-2029 Consolidated Plan and 2025 Action Plan, reallocating $485,680 in CDBG funds to Rental Housing Rehabilitation for acquiring affordable rental housing units. Specifically, $400,000 will be moved from Public Facilities and $85,680 from Housing Services into Rental Housing Rehabilitation.

Staff recommended adopting a resolution to approve a substantial amendment to both the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan, reallocating additional grant funding to the Rental Housing Rehabilitation program.

At approximately 9:28 p.m., Mayor Nichols opened the Public Comments.

There being no further comments, the Public Comments was closed at 9:28 p.m.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 03-26-26-9.14, regarding a substantial amendment to the 2025-2029 Consolidated Plan and 2025 Annual Action Plan to reprogram $485,680 of CDBG funds to Rental Housing Rehabilitation for the acquisition of housing units to be used as affordable rental housing. Funds will be moved as follows: $400,000 from Public Facilities to Rental Housing Rehabilitation; $85,680 from Housing Services to Rental Housing Rehabilitation. The motion carried unanimously.

9.15. Presentation, discussion, and possible action regarding the adoption of resolution 03-26-26-9.15 regarding a substantial amendment to the 2025-2029 Consolidated Plan and 2025

Annual Action Plan. The amendment proposes adding a new project, Homebuyer – Acquisition Rehabilitation and reallocating $339,505.34 in CDBG funds from Rental Housing Rehabilitation to the new activity.

Raney Whitwell, Planning and Development, reported revisions to the City of College Station's 2025-2029 Consolidated Plan and 2025 Annual Action Plan, adding a Homeowner – Acquisition Rehabilitation activity and reallocating $339,505.34 in CDBG funds for the acquisition and rehabilitation of 2700 Wilderness. The project, previously approved as Rental Housing Rehabilitation, has been converted to Homeowner – Acquisition Rehabilitation and will be sold to an income-qualified household through the Down Payment Assistance Program. Renovations are complete, and the public review period ran from February 17 to March 18, 2026, with details available on the city website and comment submissions accepted by mail, email, or phone.

At approximately 9:39 p.m., Mayor Nichols opened the Public Comments.

There being no further comments, the Public Comments was closed at 9:39 p.m.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 03-26-26-9.15, regarding a substantial amendment to the 2025-2029 Consolidated Plan and 2025 Annual Action Plan. The amendment proposes adding a new project, Homebuyer – Acquisition Rehabilitation and reallocating $339,505.34 in CDBG funds from Rental Housing Rehabilitation to the new activity. The motion carried unanimously.

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

The Mayor and Council observed a moment of silence in honor of former Assistant Police Chief, Brandy Norris.

Councilmember Wright reported attending Texas A&M University's "Howdywood" film festival and recognize Mark Beal, Public Communications, for winning first place in the feature film category for "Marginalia."

Councilmember Wright provided an update on Sister Cities and visiting students from Poland.

Councilmember Shafer mentioned the upcoming 2026 Spring Bike Ride.

Mayor Nichols provided an update on the Chamber of Commerce.

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

Councilmember White reported on the City Council Legislative Engagement Committee.

Councilmember Smith reported on the City Council Transportation and Mobility Committee.

Councilmember Yancy reported on the Board of Health.

Councilmember Yancy reported on the Intergovernmental Committee.

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

Councilmember Yancy requested an item regarding community branding signage related to the Big 6 project.

Councilmember Yancy requested an item for a strategic water utility discussion.

Councilmember McIlhaney requested an item regarding incentives for housing density.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 9:58 p.m. on Thursday, March 26, 2026.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

April 9, 2026
Item No. 7.2.
M27 Services LLC Franchise Agreement First Reading

Sponsor: Emily Fisher, Director of Public Works, Caroline Ask

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with M27 Services LLC for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this franchise agreement ordinance.

Summary: This item is an ordinance granting M27 Services LLC a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

This franchise agreement allows M27 Services LLC to collect and haul recyclables and construction and demolition debris from commercial, industrial, and multi-family sites. This standard agreement sets the franchise fee based on the contractors' monthly gross revenues, delivery revenues, and hauling revenues, as well as the percentage of aggregate recycling and composting. Contractors must provide the total number of customers and total tons land filled quarterly but are not required to disclose specific sites that are utilizing recycling services. The term of this agreement is five years.

Counting M27 Services LLC, the city has a total of eighteen (18) franchised haulers. This list can be found on the city’s website under Public Works.

Budget & Financial Summary: N/A

Attachments:
1. M27 Franchise Agreement Ordinance

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 26300452 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Franchise Collections Agreement

Name of Contractor: M27 Services, LLC

CONTRACT TOTAL VALUE: $ N/A

Grant Funded Yes ☐ No ■
If yes, what is the grant number: ☐

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

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

☐ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

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

Two City Council readings required for this Franchise Agreement; scheduled for April 9th and April 23rd

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 4/9/26 & 4/23/26 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 3/23/2026 DATE

ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

MAYOR (if applicable) — DATE

CITY SECRETARY (if applicable) — DATE

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

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, M27 SERVICES LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("CITY") FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

WHEREAS, the City of College Station desires to exercise the Charter's authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

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

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ARTICLE I. DEFINITIONS

1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.

1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.

1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.

1.4 **City Council or Council** means the governing body of the City of College Station, Texas.

1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.

1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.

1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.

1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.

1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.

1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.

1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.

1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.

1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.

1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.

1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.

1.17 **TAC** means the Texas Administrative Code now and as amended.

1.18 **TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.

2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.

2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.

2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.

b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.

c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

3.2 **Payments.** Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20^{th}) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

3.3 **Failure to Pay.** Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

3.4 **Franchise Fee Requirements.** Payments must state on a form approved by the City:

a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
b. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
d. The total payment amount.

3.5 **Term.** The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

4.1 **Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.

4.2 **Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.

4.3 **Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.

4.4 **Activity Report**. Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20^{th}) calendar day of each month. Contractor's report shall include the following information:

- **a.** The Customer collection count, itemized by customer type.
- **b.** Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
- **c.** Any other information concerning the collections as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

5.1 The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

6.1 **Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

6.2 **Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.

6.3 **Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT

7.1 **Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.

7.2 **Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

8.1 **Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.

8.2 **City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

9.1 **Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

9.2 **Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

9.3 **Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.

9.4 **Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars ($300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

10.1 **Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWMA, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.

10.2 **Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

11.1 **Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed $2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.

11.2 **Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

12.1 The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.

12.2 The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

ARTICLE XIII. INDEMNIFICATION AND RELEASE

13.1 Indemnification. Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

13.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XIV. DISPUTES AND MEDIATION

14.1 Disputes. If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

14.2 Mediation. If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

14.3 Other Remedies. If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

15.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

15.2 Termination.

a. For Convenience. At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.

b. For Cause. City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.

c. Hearing. This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

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

15.4 Amendment. This Agreement may only be amended by written instrument approved and executed by the parties.

15.5 Taxes. The City is tax exempt and is not responsible for the payment of any taxes.

15.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

15.7 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

15.9 Invalid Provisions. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15.10 Entire Agreement. This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

15.11 Agree to Terms. The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

15.12 Effective Date. According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

15.13 Notice. Any official notice under this Agreement will be sent to the following addresses:

City of College Station	M27 Services, LLC
Attn: Stacy Ewing	Attn: Amanda Myers
PO BOX 9960	7733 S FM 2038
College Station, TX 77842	Bryan, TX 77808
sewing@cstx.gov	office@m27services.com

15.14 List of Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

A. Schedule of Rates
B. Insurance Requirements
C. Certificates of Insurance

15.15 Public Meetings and Readings. This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

a. First Consideration & Approval on the 9th day of April, 2026.

b. Second Consideration & Approval on the 23rd day of April, 2026.

M27 SERVICES, LLC

By: Amanda Myers

Printed Name: Amanda Myers

Title: **Owner/Member**

Date: 3/23/2026

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A. SCHEDULE OF RATES

I. Contractor's base rate is **SEE BELOW**, and may increase, depending on a variety of conditions, including but not limited to:
   a. Location of Customer
   b. Impact on Existing Routes
   c. Ingress and Egress Capabilities
   d. Special Requests by Customers
   e. Frequency of Collections
   f. Volume of Materials
   g. Type of Materials
   h. External Contributing Conditions of Market Costs

Pricing below includes 3 tons and rental up to 14 calendar days
20 Yard - $450
30 Yard - $500
40 Yard - $550
Free Delivery within 50 Mile Radius of our O□ice address
Delivery Fee past 50 Miles - $50
Price per ton after 3 tons - $38/ton
Price per day after 14 days - $8/day

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I. Standard Insurance Policies Required:

a. Commercial General Liability
b. Business Automobile Liability
c. Workers' Compensation

II. General Requirements Applicable to All Policies:

a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
c. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
d. The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
e. The City will not accept "claims made" policies.
f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

III. Commercial General Liability

a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
c. Limits of liability must be equal to or greater than $500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $1,000,000. Limits shall be endorsed to be per project.
d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
e. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

a. Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
c. Combined Single Limit of Liability not less than $1,000,000 per occurrence for bodily injury and property damage.
d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

a. Workers compensation insurance shall include the following terms:
    i. Employer's Liability minimum limits of liability not less than $500,000 for each accident/each disease/each employee are required
    ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
    iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT C. CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/13/2026

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

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

PRODUCER
HUB International Insurance Services
1111 Briarcrest Drive
Bryan TX 77802

License#: BR-767175

CONTACT NAME: Dede Mora
PHONE (A/C, No, Ext): 979-314-0796 **FAX (A/C, No):**
E-MAIL ADDRESS: Dede.DelgadoMora@HUBInternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mid-Continent Casualty Company	23418
INSURER B : Oklahoma Surety Company	23426
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
M27 Services LLC
7733 S FM 2038
Bryan TX 77808-9525
M27SERV-01

COVERAGES **CERTIFICATE NUMBER:** 1245454258 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		04-GL-001154863	1/21/2026	1/21/2027	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 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		06-CA-002872566	1/21/2026	1/21/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002140582	2/2/2026	2/2/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

Amanda Myers is excluded from coverage on the Workers Compensation policy.

CERTIFICATE HOLDER

City of College Station
PO Box 9960
College Station TX 77842-9960

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
City of College Station

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by your performance of "your work" for that insured. However:

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

   B. If coverage provided to the additional insured is required by written “insured contract”, the insurance afforded to such additional insured will not be broader than that which you are required by the written “insured contract” to provide for such additional insured.

2. With respect to **1.** above the following additional provisions apply:

   4. Other Insurance

   The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to the insured unless the other insurance is provided by a contractor other than the above named additional insured. We shall be considered as excess insurance of any other insurance provided by a contractor other than the above named additional insured.

   This amendment applies only when you have agreed by written "insured contract" to designate the person or organization listed above as an additional insured subject to all provisions and limitations of this policy.

All other conditions remain unchanged.

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ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

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

Endorsement Effective **03/02/2026** Policy Number **06-CA-002872566**

Named Insured **M27 SERVICES LLC** Countersigned by _____

(Authorized Representative)

The provisions and exclusions that apply to LIABILITY COVERAGE also apply to this endorsement.

City of College Station

(Enter Name and Address of Additional Insured.)

Is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

The additional insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.

You are authorized to act for the additional insured in all matters pertaining to this insurance.

We will mail the additional insured notice of any cancellation of this policy. If the cancellation is by us, we will give ten days notice to the additional Insured.

The additional Insured will retain any right of recovery as a claimant under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS OR MATERIAL CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY AND ENVIRONMENTAL DAMAGE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

SCHEDULE

1. Name: City of College Station

2. Address: PO Box 9960
College Station TX 77842

3. Number of days advance notice: 30

The following conditions are added to the policy:

1. If we cancel this policy, for any reason other than non-payment of premium, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
2. If there is a material change that reduces or restricts the insurance afforded, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
3. We will not notify the entity shown in the schedule if the cancellation or material change that reduces or restricts insurance is at your request.
4. Our failure to notify the entity shown in the schedule does not invalidate cancellation as respects you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS OR MATERIAL CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY AND ENVIRONMENTAL DAMAGE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

SCHEDULE

1. **Name:** **City of College Station**

2. **Address:** **PO Box 9960**
College Station TX 77842

3. **Number of days advance notice:** **30**

The following conditions are added to the policy:

1. If we cancel this policy, for any reason other than non-payment of premium, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
2. If there is a material change that reduces or restricts the insurance afforded, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
3. We will not notify the entity shown in the schedule if the cancellation or material change that reduces or restricts insurance is at your request.
4. Our failure to notify the entity shown in the schedule does not invalidate cancellation as respects you.

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TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 06 01
Agent copy

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

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

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

Schedule

1. Number of days advance notice:	30
2. Notice will be mailed to:	City of College Station PO Box 9960 College Station, TX 77842 US

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/27/26 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002140582 of Texas Mutual Insurance Company effective on 2/2/26 Endorsement no. 1

Issued to: M27 Services LLC

Premium change: $0.00 This is not a bill

NCCI Carrier Code: 29939

Jeanette Ward

Authorized representative

2/27/26

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

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

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contract or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

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ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

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

Endorsement Effective: **01/21/2026** Policy Number **06-CA-002872566**
Named Insured **M27 SERVICES LLC** Countersigned by _____
(Authorized Representative

The provisions and exclusions that apply to LIABILITY COVERAGE also apply to this endorsement.

Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all provisions and limitations of this policy.

(Enter Name and Address of Additional Insured.)

Is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

The additional Insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.

You are authorized to act for the additional insured in all matters pertaining to this insurance.

The additional Insured will retain any right of recovery as a claimant under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

Any person or organization for whom the named insured is operating under a written "insured contract" when such contract requires a waiver of transfer of rights of recovery against others.

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all provisions and limitations of this policy.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by your performance of ongoing operations for that insured. 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 written "insured contract", the insurance afforded to such additional insured will not be broader than that which you are required by the written "insured contract" to provide for such additional insured.

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TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/2/26 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002140582 of Texas Mutual Insurance Company effective on 2/2/26

Issued to: M27 Services LLC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

2/2/26

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

OKLAHOMA SURETY COMPANY

100 S CINCINNATI AVE SUITE 500 TULSA OK 74103

COMMERCIAL AUTO

GENERAL CHANGE ENDORSEMENT

Policy No. 06-CA-002872566

Named Insured and Mailing Address	Agency and Mailing Address	
M27 SERVICES LLC 7733 S FM 2038 BRYAN TX 77808	ANCO INS - HUB INTERNATIONAL P O BOX 3889 BRYAN TX 77802	42-0218

POLICY PERIOD: From **01/21/2026** to **01/21/2027** at 12:01 A.M. Standard Time at your mailing address shown above.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements, or declarations of the undermentioned Policy other than as stated below.

ENDORSEMENT NO: 004

EFFECTIVE 02/27/2026 THIS POLICY IS AMENDED AS SHOWN

Adding Form:
MI 9006 05 19 Amendment of Cancellation Prov

Adding Notice of Cancellation, under form # MI 9006 , in favor of:
Name - City of College Station
Address - PO Box 9960
Address City - College Station
Address State - TX
Address ZIP - 77842
Number of Days Advance Notice - 30

Pro-Rata: .898630

NO CHANGE IN PREMIUM:

FORMS AND ENDORSEMENTS
APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THIS TIME:
MI9058(09/04) MI9006(05/19)

Countersigned at: **BRYAN TX** Date: **03/10/2026** By _____
Authorized Representative

BUSINESS AUTO DECLARATIONS
SCHEDULE OF AUTOS

ITEM THREE – Schedule Of Covered Autos You Own

Covered Auto Description			Classification				
Veh No.	Year/Make/Model	VIN/Serial Number	City	St	Radius	Class Code	Original Cost New
M001	2017 INTERNATIONAL 7600	1HTGSSNT7HH441941		TX	Local	40199	$ 159640
M002	2012 MACK GU813 X-HEAVY	1M2AX13C6CM014618		TX	Local	50199	$ 115394

Coverages – Premiums And Deductibles						
Veh No.	Covered Auto Liability Premium	Uninsured Motorists Premium	Underinsured Motorists Premium	Personal Injury Protection Premium	Added Personal Injury Protection Premium	Auto Medical Payments Premium
M001	$ 3749	$ 181		$ 6		
M002	$ 4011	$ 181		$ 6		

Coverages – Premiums And Deductibles							
Veh No.	Other Than Collision			Collision		Towing and Labor Premium	Unit Total
	Coverage	Deductible	Premium	Deductible	Premium		
M001	Comprehensive	$ 3000	$ 606	$ 3000	$ 901		$ 5443
M002	Comprehensive	$ 3000	$ 339	$ 3000	$ 585		$ 5122

Veh No.	Loss Payee Except For Towing and Labor, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss
M001	
M002	

A=Added M=Modified D=Deleted

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS OR MATERIAL CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY AND ENVIRONMENTAL DAMAGE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

SCHEDULE

1. Name: City of College Station

2. Address: PO Box 9960
College Station TX 77842

3. Number of days advance notice: 30

The following conditions are added to the policy:

1. If we cancel this policy, for any reason other than non-payment of premium, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
2. If there is a material change that reduces or restricts the insurance afforded, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
3. We will not notify the entity shown in the schedule if the cancellation or material change that reduces or restricts insurance is at your request.
4. Our failure to notify the entity shown in the schedule does not invalidate cancellation as respects you.

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OKLAHOMA SURETY COMPANY

100 S CINCINNATI AVE SUITE 500 TULSA OK 74103

COMMERCIAL AUTO

GENERAL CHANGE ENDORSEMENT

Policy No. 06-CA-002872566

Named Insured and Mailing Address	Agency and Mailing Address	
M27 SERVICES LLC 7733 S FM 2038 BRYAN TX 77808	ANCO INS - HUB INTERNATIONAL P O BOX 3889 BRYAN TX 77802	42-0218

POLICY PERIOD: From **01/21/2026** to **01/21/2027** at 12:01 A.M. Standard Time at your mailing address shown above.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements, or declarations of the undermentioned Policy other than as stated below.

ENDORSEMENT NO: 005

EFFECTIVE 03/02/2026 THIS POLICY IS AMENDED AS SHOWN

Adding Schedule of Non-Physical Units as follows:
956 ADDITIONAL INSURED
Coverages: Additional Insured

Adding Form:
MA 2540 10 13 Additional Insured

Adding Additional Insured, under form # MA 2540 , in favor of:
Additional Insured Name & Address - City of College Station

Pro-Rata: .890411

ADDITIONAL PREMIUM:	**$50.00**

FORMS AND ENDORSEMENTS
APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THIS TIME:
MI9058(09/04) MA2540(10/13)

Countersigned at: **BRYAN TX** Date: **03/11/2026** By _____
Authorized Representative

BUSINESS AUTO DECLARATIONS
SCHEDULE OF AUTOS

ITEM THREE – Schedule Of Covered Autos You Own

Covered Auto Description			Classification				
Veh No.	Year/Make/Model	VIN/Serial Number	City	St	Radius	Class Code	Original Cost New
M001	2017 INTERNATIONAL 7600	1HTGSSNT7HH441941		TX	Local	40199	$ 159640
M002	2012 MACK GU813 X-HEAVY	1M2AX13C6CM014618		TX	Local	50199	$ 115394

Coverages – Premiums And Deductibles						
Veh No.	Covered Auto Liability Premium	Uninsured Motorists Premium	Underinsured Motorists Premium	Personal Injury Protection Premium	Added Personal Injury Protection Premium	Auto Medical Payments Premium
M001	$ 3749	$ 181		$ 6		
M002	$ 4011	$ 181		$ 6		

Coverages – Premiums And Deductibles							
Veh No.	Other Than Collision			Collision		Towing and Labor Premium	Unit Total
	Coverage	Deductible	Premium	Deductible	Premium		
M001	Comprehensive	$ 3000	$ 606	$ 3000	$ 901		$ 5443
M002	Comprehensive	$ 3000	$ 339	$ 3000	$ 585		$ 5122

Veh No.	Loss Payee Except For Towing and Labor, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss
M001	
M002	

A=Added M=Modified D=Deleted

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ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

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

Endorsement Effective **03/02/2026** Policy Number **06-CA-002872566**

Named Insured **M27 SERVICES LLC** Countersigned by _____

(Authorized Representative)

The provisions and exclusions that apply to LIABILITY COVERAGE also apply to this endorsement.

City of College Station

(Enter Name and Address of Additional Insured.)

Is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

The additional insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.

You are authorized to act for the additional insured in all matters pertaining to this insurance.

We will mail the additional insured notice of any cancellation of this policy. If the cancellation is by us, we will give ten days notice to the additional Insured.

The additional Insured will retain any right of recovery as a claimant under this policy.

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MID-CONTINENT CASUALTY COMPANY

100 S CINCINNATI AVE SUITE 500 TULSA OK 74103

GENERAL LIABILITY

GENERAL CHANGE ENDORSEMENT

Policy No. 04-GL-001154863

Named Insured and Mailing Address	Agency and Mailing Address	
M27 SERVICES LLC 7733 S FM 2038 BRYAN TX 77808	ANCO INS - HUB INTERNATIONAL P O BOX 3889 BRYAN TX 77802	42-0218

POLICY PERIOD: From **01/21/2026** to **01/21/2027** at 12:01 A.M. Standard Time at your mailing address shown above.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements, or declarations of the undermentioned Policy other than as stated below.

ENDORSEMENT NO: 001

EFFECTIVE 02/27/2026 THIS POLICY IS AMENDED AS SHOWN

Adding Form:
MI 9006 05 19 Amendment of Cancellation Prov

Adding Notice of Cancellation, under form # MI 9006 , in favor of:
Name - City of College Station
Address - PO Box 9960
Address City - College Station
Address State - TX
Address ZIP - 77842
Number of Days Advance Notice - 30

Pro-Rata: .898630

NO CHANGE IN PREMIUM:

FORMS AND ENDORSEMENTS
APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THIS TIME:
MI9006(05/19)

Countersigned at: **BRYAN TX** Date: **03/09/2026** By _____
Authorized Representative

COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS

Policy No. 04-GL-001154863

PREMIUM

Location / Classification	Code No.	Premium Basis (A)Area P)Payroll S)Gross Sales M)Admissions / C)Cost U)Per Unit T)See Desc.)		Rate Pr/Co	Rate All Other	Advance Premium Pr/Co	Advance Premium All Other
TEXAS							
Contractors Equipment - excluding automobiles - rented to others without operators	**11208**	**S)**	**100,000**	**incl.**	**3.618**	**incl.**	**362.**
Products -completed operations are subject to General Aggregate Limit							
Additional Insured - See CG 2034	**900474**	**T)**				**incl.**	
Waiver Of Subrogation - See Form ML 1080 Flat Charge (Fully Earned)	**900459**	**T)**			**500.000**		**500.**
Additional Insured - See Form ML 1081 Flat Charge (Fully Earned)	**900462**	**T)**			**1000.000**		**1,000.**

Minimum Premiums Balance to Equal Minimum Premium
Policy Writing $1750
All Other $366
PR/CO

Extension of Declarations – Total Advanced Premium **$ 1,866.**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS OR MATERIAL CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY AND ENVIRONMENTAL DAMAGE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

SCHEDULE

1. Name: City of College Station

2. Address: PO Box 9960
College Station TX 77842

3. Number of days advance notice: 30

The following conditions are added to the policy:

1. If we cancel this policy, for any reason other than non-payment of premium, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
2. If there is a material change that reduces or restricts the insurance afforded, we agree to mail prior written notice not less than the number of days shown in the schedule to the entity shown in the schedule.
3. We will not notify the entity shown in the schedule if the cancellation or material change that reduces or restricts insurance is at your request.
4. Our failure to notify the entity shown in the schedule does not invalidate cancellation as respects you.

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MID-CONTINENT CASUALTY COMPANY

100 S CINCINNATI AVE SUITE 500 TULSA OK 74103

GENERAL LIABILITY

GENERAL CHANGE ENDORSEMENT

Policy No. 04-GL-001154863

Named Insured and Mailing Address	Agency and Mailing Address	
M27 SERVICES LLC 7733 S FM 2038 BRYAN TX 77808	ANCO INS - HUB INTERNATIONAL P O BOX 3889 BRYAN TX 77802	42-0218

POLICY PERIOD: From **01/21/2026** to **01/21/2027** at 12:01 A.M. Standard Time at your mailing address shown above.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements, or declarations of the undermentioned Policy other than as stated below.

ENDORSEMENT NO: 002

EFFECTIVE 03/02/2026 THIS POLICY IS AMENDED AS SHOWN

Adding:
Class Code: 900465
Description:
Additional Insured - See Form ML 1357
Per Each (Fully Earned)
Exposure: 1
Premium Basis: T)

Adding Form:
ML 1357 04 13 Additional Insured-O/L/C

Adding Additional Insured, under form # ML 1357 , in favor of:
Name of Person or Organization - City of College Station
Continued on next page

Pro-Rata: .890411

ADDITIONAL PREMIUM:	**$200.00**

FORMS AND ENDORSEMENTS
APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THIS TIME:
ML1357(04/13)

Countersigned at: **BRYAN TX** Date: **03/12/2026** By _____
Authorized Representative

GENERAL CHANGE ENDORSEMENT

Continued from prev. page
Name of Person or Organization - City of College Station

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COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS

Policy No. 04-GL-001154863

PREMIUM

Location / Classification	Code No.	Premium Basis (A)Area P)Payroll S)Gross Sales M)Admissions / C)Cost U)Per Unit T)See Desc.)		Rate Pr/Co	Rate All Other	Advance Premium Pr/Co	Advance Premium All Other
TEXAS							
Contractors Equipment - excluding automobiles - rented to others without operators	**11208**	**S)**	**100,000**	**incl.**	**3.618**	**incl.**	**362.**
Products -completed operations are subject to General Aggregate Limit							
Additional Insured - See CG 2034	**900474**	**T)**				**incl.**	
Waiver Of Subrogation - See Form ML 1080 Flat Charge (Fully Earned)	**900459**	**T)**			**500.000**		**500.**
Additional Insured - See Form ML 1081 Flat Charge (Fully Earned)	**900462**	**T)**			**1000.000**		**1,000.**
Additional Insured - See Form ML 1357 Per Each (Fully Earned)	**900465**	**T)**	**1**		**200.000**		**200.**

Minimum Premiums Balance to Equal Minimum Premium
Policy Writing $1750
All Other $366
PR/CO

Extension of Declarations – Total Advanced Premium **$ 2,066.**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
City of College Station

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by your performance of "your work" for that insured. However:

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

   B. If coverage provided to the additional insured is required by written “insured contract”, the insurance afforded to such additional insured will not be broader than that which you are required by the written “insured contract” to provide for such additional insured.

2. With respect to **1.** above the following additional provisions apply:

   4. Other Insurance

   The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to the insured unless the other insurance is provided by a contractor other than the above named additional insured. We shall be considered as excess insurance of any other insurance provided by a contractor other than the above named additional insured.

   This amendment applies only when you have agreed by written "insured contract" to designate the person or organization listed above as an additional insured subject to all provisions and limitations of this policy.

All other conditions remain unchanged.

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April 9, 2026
Item No. 7.3.
Tyler Technologies for Enterprise Contract

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract with Tyler Technologies, Inc. for Enterprise Planning and Development software in the amount of $1,316,456.

Relationship to Strategic Goals:
Good Governance
Core Services and Infrastructure

Recommendation(s): Chief Information Officer recommends approval

Summary: Planning and Development software is used to manage and streamline development and land use activities, such as permitting, planning zoning, code enforcement, and inspections. Our current solution has had ongoing issues with reliability, limited vendor support, and costly workarounds continue to hinder operations. The citizen portal has several limitations and lacks an intuitive design. The current software vendor has informed the City that their product (eTRAKiT) has reached end of life and must be upgraded. Tyler Technology's Enterprise Planning and Development (EPL) cloud solution will improve internal effectiveness by providing a more stable, user-friendly system with new features, including workflows for staff. The citizen-facing portal has an enhanced design, more functionality, and a 'wizard' to guide citizens to the appropriate forms and processes for their projects. This contract is for the implementation of the Tyler EPL software and a three-year cloud-based software-as-a-service (SaaS) system. It includes $451,300 one-time costs for professional services, including configuration, integrations, implementation, and training. Recurring costs of $277,006 include software licensing, the citizen portal with enhanced features, and cloud hosting. The procurement will be through the Sourcewell Cooperative Purchasing Agreement 060624-TTI.

Budget & Financial Summary: This item is included in the FY26 approved budget SLA as listed in Appendix B. One-time costs are available in the IT Replacement Fund and recurring costs are available in the IT Software Maintenance Fund.

Attachments:
1. Contract

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300484 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Planning and Development Enterprise Permitting & Licensing Software

Name of Contractor: Tyler Technologies, Inc.

CONTRACT TOTAL VALUE: $ 1,316,456.00 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

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

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

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

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

Multiple IT project funding accounts.

Sourcewell Cooperative Purchasing Agreement 060624-TTI

*(If required)**

CRC Approval Date*: 03.31.2026 **Council Approval Date*:** 04.09.2026 **Agenda Item No*:** 7.4

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

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

SIGNATURES RECOMMENDING APPROVAL

Sam Rivera — 4/1/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

4/1/2026
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

9.12.23 UPDATED

ENTERPRISE PERMITTING & LICENSING SOFTWARE TECHNOLOGY SERVICES CONTRACT WITH TYLER TECHNOLOGIES, INC.

This Contract ("Contract" or "Agreement") is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City", "Client" or "you", "your "and similar terms mean College Station) and **Tyler Technologies, Inc.,** a Delaware Corporation (the "Consultant", "Tyler", "we", "us", "our" and similar terms mean Tyler), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

WHEREAS, the City is a member of Sourcewell (formerly known as National Joint Powers Alliance)("Sourcewell") under member number 71684; and

WHEREAS, Consultant participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Consultant a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract"); and

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Consultant's contract with and pricing information for Sourcewell is available at https://www.sourcewell-mn.gov/cooperative-purchasing/060624-TTI; and

WHEREAS, City desires to purchase off the Sourcewell Contract to procure certain software functionality indicated in the Investment Summary from Consultant, which Consultant agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Contract and the Contract Exhibits, Consultant and City agree as follows:

PART ONE:

GENERAL TERMS AND CONDITIONS.

Article I
Scope of Service

1.01 This Contract is for **implementation services, licensing, support and maintenance for Enterprise Permitting & Licensing software** (the "Project"). The scope and details of the work to be provided to the City by Consultant for the Project are set forth in **this Contract and the attached Exhibits** to this Contract (the "Work"). Consultant agrees to perform or cause the performance of all the work described in **Exhibit "A" Statement of Work.**

1.02 Consultant agrees to perform the work described in **Exhibit "A" Statement of Work** and the City agrees to pay Consultant fees based on the rates set forth in **Exhibit "B" Investment Summary** for the Work performed by Consultant in accordance with **Exhibit "C" Payment Terms and Business Travel Policy**. Upon termination of this Contract, payments under this

paragraph shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

1.03 Contract Sections. This Contract and the following Exhibit documents shall comprise the agreement between the Parties concerning the subject matter of this Contract as listed below.

i. **Part One** – General Terms and Conditions

ii. **Part Two** – Tyler Software Terms

iii. **Part Three** – Contract Exhibits

a. **Exhibit A** – Statement of Work
b. **Exhibit B** – Investment Summary
c. **Exhibit C** – Invoicing and Payment Terms and Business Travel Policy
d. **Exhibit D** – Insurance Certificates and Performance Bond
e. **Exhibit E** – Service Level Agreement
f. **Exhibit F –** Third Party Terms
g. **Exhibit G –** Data & Insights SaaS Services Terms of Service

1.04 Order of Precedence. In the event of any dispute arising from or related to this Contract, the documents shall have the following order of precedence:

1. **Part One** – General Terms and Conditions
2. **Part Two** – Tyler Software Terms
3. **Exhibit D** – Insurance Certificates and Performance Bond
4. **Exhibit B** – Investment Summary
5. **Exhibit A** – Statement of Work
6. **Exhibit C** – Payment Terms and Business Travel Policy
7. **Exhibit E** – Service Level Agreement
8. **Exhibit F** – Third Party Terms
9. **Exhibit G –** Data & Insights SaaS Services Terms of Service

Article II
Payment

2.01 Total Payment. The total amount of payment, as detailed in the **Exhibit "B" Investment Summary** including reimbursements, by the City to Consultant for all Work to be performed under this Contract may not, under any circumstances, unless authorized by Change Order, exceed **One Million Three Hundred Sixteen Thousand Four Hundred Fifty Six Dollars and 00/100 ($1,316,456.00)** as outlined in **Exhibit "C" Payment Terms for the first three (3) years of this Agreement.**

2.02 Invoice Disputes. City will provide Consultant written notice of an invoice dispute, or if the Tyler Software or Consultant's performance do not conform to the warranties in this Contract, the City will provide written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues in dispute so the Consultant can confirm the issue and respond to the notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. Consultant will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. The City may withhold payment of the amount(s) actually in dispute, and only those amounts, until Consultant completes the action items outlined in the plan. If Consultant is unable to complete the action items outlined in the action plan because of the City's failure to complete the items agreed to be done by the City, then the City will remit full payment of the invoice. The Consultant reserves the right to suspend delivery of all services, including maintenance and support services, if the City fails to pay an invoice not disputed as described above within thirty (30) days of notice of our written intent to do so.

Article III
Change Orders

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

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

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

c. Any request by the Consultant for an increase in the scope of the Work and an increase in the amount listed in paragraph two of this Contract shall be

made and approved by the City prior to the Consultant providing such work or the right to payment for such additional work shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such work is additional to the scope of the Work included in this Contract, the Consultant agrees to continue providing on a timely basis all work to be provided by the Consultant hereunder, including any Work as to which there is a dispute.

Article IV
Time of Performance

4.01 Completion Time. Except as provided in Article XI herein below, the Consultant shall and complete all the work described in **Exhibit "A" Statement of Work** as set forth in the Statement of Work.. In the event that the work is delayed due to a reason outside of Consultant's sole control, the time periods for performance set forth in this Section 4.01 shall be extended by a period of time equivalent to the period of delay.

a. **Solution Stage.** the Control Point 3: Solution Stage Acceptance milestone must be completed and accepted by the City in writing.

b. **Production Stage.** the Control Point 5: Production Stage Acceptance milestone must be completed, and the City fully transitioned to the Tyler software for day-to-day processing.

4.02 Contract Term. Except as provided in Article XI herein below, the initial **term of this Contract shall be for three (3) years** from the Effective Date of this Contract. Thereafter, upon the mutual written 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 one year renewal terms (five (5) years total). SaaS Fees for the first two annual renewals (years 4 and 5) will not increase more than 4% on an annualized basis. Any subsequent renewals will be at Contractor's then-current rates. As provided in Article XI herein below, if for any reason, funds are not appropriated to continue the Contract, the Contract shall terminate. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

4.03 Diligent Performance. The Consultant shall be prepared to provide the Work in the most expedient and efficient manner possible in order to complete the work.

4.04 Consultant agrees to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Consultant agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the Work to be performed, such work will be provided at the rates set forth in the Investment Summary.

Article V
Independent Contractor and Non-solicitation

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

5.02 Non-solicitation. Each Party agrees that it shall not directly or indirectly, personally or through others, solicit or encourage, or attempt to solicit or encourage on its own behalf or on behalf of any other person or entity for hire or use the work of any employee or other consultant of the other Party or any of the other Party's agents or officials. Each Party agrees to adhere to this requirement for a minimum of one year following termination of this Contract. This provision shall survive termination of this Contract.

Article VI
Reserved

6.01 Reserved.

Article VII
Warranty

7.01 Consultant's warranty regarding the Tyler Software, is set forth in Part Two, Section B.5. Consultant's warranty regarding provision of services under the Agreement is set forth in Part Two, Section C.5. **EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONSULTANT HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CITY UNDERSTANDS AND AGREES THAT CONSULTANT DISCLAIMS ANY LIABILITY FOR ERRORS TO THE EXTENT RELATED TO USER ERROR.**

7.02 Consultant shall keep the City informed of the progress of the Work and shall guard against any defects or deficiencies in its work.

7.03 Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work provided to City under this Agreement in accordance with its warranty obligations set forth above and the Tyler Software Warranty.

7.04 Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all City-owned equipment or property that are within Consultant's possession or control.

Article VIII
Indemnification and Release

8.01 General Indemnity. The Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees, volunteers and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all third party claims, losses, damages, causes of action, suits, judgments, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any tangible property, for injuries to, or sickness or death of any person, including but not limited to Consultant, any of its subconsultants of any tier, or of any employee or invitee of Consultant or of any such subconsultants, that arises out of, related to, or in connection with the negligence or willful misconduct of the Consultant or by any such subconsultants of any tier, under this Contract. The City will notify Consultant in writing of a claim and the Consultant and City will cooperate in defending the claim. Notwithstanding the foregoing, Consultant shall indemnify City for any settlement of the claim to which Consultant consents, such consent not to be unreasonably withheld. Consultant will bear the costs and fees associated with the defense of said claim, but will not be liable for unreasonable costs incurred without its consent. City agrees to provide Consultant with reasonable assistance, cooperation, and information in defending the claim at Consultant's expense.

8.02 Intellectual Property Infringement Indemnification. This subsection is only for intellectual property infringement indemnity. Consultant will defend the City against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which Consultant consents). The City must notify Consultant promptly in writing of the claim and give Consultant sole control over its defense or settlement. The City agrees to provide Consultant with reasonable assistance, cooperation, and information in defending the claim at Consultant's expense.

a. The Consultant's obligations under this subsection will not apply to the extent the claim or adverse final judgment is based on the City's: (a) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (b) willful infringement, including use of the Tyler Software after Consultant notifies the City to discontinue use due to such a claim.

b. If an infringement or misappropriation claim is fully litigated and City's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Consultant consents), Consultant will, at its option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. Consultant may elect to employ these remedies in advance of litigation if Consultant receives information concerning an infringement or misappropriation claim. This section provides the City

exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

8.03 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 8.01, 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.

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

8.05 LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CONSULTANT'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO CITY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, IN NO CASE SHALL EXCEED THE GREATER OF: TWO TIMES THE TOTAL FEES PAID BY THE CITY OR $500,000 AND (B) DURING ANY RENEWAL TERM, TWO TIMES THE SAAS FEES PAYABLE DURING THE RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS 8.01 AND 8.02.

8.06 EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Article IX
Insurance and Performance Bond

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

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

- **a.** Commercial General Liability.
- **b.** Business Automobile Liability.
- **c.** Workers' Compensation/Employer's Liability.
- **d.** Professional Liability.
- **e.** Cyber Liability.

9.03 Certificates of Insurance. Commercial General Liability and Business Automobile Liability policies shall be endorsed to show the Consultant's insurance coverage as primary with respect to the City, its officials, agents, employees and volunteers. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract.

9.04 Additional Insureds. The Consultant shall include all subconsultants as Additional Insureds under its policies, or shall furnish separate certificates and endorsements for each subconsultant. Coverages for subconsultants shall be subject to all requirements stated herein.

9.05 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 shall be accepted.
- **b.** Upon request, Consultant will disclose deductibles to City. certificate of insurance and are acceptable only on an "occurrence" basis.
- **c.** "Claims made" policies are not accepted, except for Professional Liability insurance.
- **d.** Consultant shall provide written notice to City of College Station within thirty (30) calendar days in the event coverage is suspended, voided, canceled, or reduced in coverage or in limits of liability .

e. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:

i. The licensed insurance company is authorized to do business in the State of Texas

ii. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO

iii. All endorsements and coverages are included according to the requirements of this Contract

f. The City of College Station, its officials, agents, employees, and volunteers are to be included as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, agents, employees, and volunteers.

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

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

b. Minimum limits of liability of $1,000,000 per occurrence per project with a $2,000,000 annual aggregate limit.

c. Coverage shall be at least as broad as Insurance Service's Office (ISO) Number CG 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: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and Host Liquor Liability.

f. The City shall be included as Additional Insured and policies endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

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

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

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

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

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

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

- **a.** Employer's Liability limits of $1,000,000 for each accident is required.
- **b.** "Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04" shall be included in this policy.
- **c.** Texas must appear in Item 3A of the 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.

9.09 Professional Liability requirements. The following Professional Liability requirements shall apply:

- **a.** Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- **b.** Minimum limits of liability of $1,000,000 per occurrence and $2,000,000 aggregate, Publicly available financial statements shall be furnished to the City upon request.
- **c.** Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of work for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

9.10 Cyber Liability. (Cyber Liability may be included under Consultant's Professional Liability/Technology Errors and Omissions coverage with a combined aggregate limit of $5,000,000) Minimum limits of $5,000,000 for third party losses. Coverage must include:

- **a.** Event Management;
- **b.** Unauthorized Access/use;
- **c.** Computer Virus;
- **d.** Denial of Service Attack;
- **e.** Libel, Cyber-libel, Slander, Product Disparagement;
- **f.** Violation of Right of Privacy;
- **g.** Regulatory Costs;
- **h.** Privacy Costs- Privacy Injury and Identity Theft;
- **i.** Programming Errors & Omissions Liability;
- **j.** Replacement or Restoration of Electronic Data (First Person);
- **k.** Extortion Threats;
- **l.** Business Income and Extra Expense (to $1 million);
- **m.** Public Relations Expense; and
- **n.** Security Breach Expense.

9.11 Performance Bond. Consultant will secure a performance bond ("Bond") agreeable to both parties within ten (10) business days after execution of this Contract in the face amount of $452,358.00. The cost of the Bond, $5,597.93, for an initial term of twenty-four (24) months. City acknowledges and agrees that City will be responsible for any increase in Bond premiums during the first two years of the Contract caused by City's election to increase the contract scope. In the event that implementation activities are not complete after the expiration of the initial two-year term, City may elect to renew or extend the term of the Bond, for additional one-year terms, and City shall be solely responsible for any additional bond premiums and any renewal thereof shall be subject to underwriting or surety approval**.**

Article X
Technology Requirements

10.01 SaaS Services.

- **a.** *Audit & Compliance***.** Consultant's SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. Consultant has attained, and will maintain, SOC 2 compliance, or their equivalent, for so long City is timely paying for SaaS Services. The foregoing notwithstanding, City acknowledges that the scope of audit coverage varies depending on the specific Tyler Software solution. Consultant will provide City with a summary of Consultant's current compliance report(s) or its equivalent, upon City's request. For the avoidance of doubt, if Consultant's SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If City wants Consultant to provide Consultant's compliance reports to a third-party auditor or similar entity, Consultant reserves the right to require execution of an NDA by that third party.
- **b.** *Service Levels*. The Tyler Software will be made available to City according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center located within the United States. City's Data will be inaccessible to Consultant's other customers.
- **c.** *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. Consultant tests it our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, Consultant reserves the right to employ its disaster recovery plan for resumption of the SaaS Services. In that event, Consultant commits to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of City's hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which City's access to the Tyler Software must be restored. If Consultant employs its disaster recovery plan, Consultant will be responsible for restoring City's Data and ensuring that the SaaS Services are online, and City will be responsible for validating City's Data and confirming the functioning of the SaaS Services, including any

integrations.

d. *Security Measures.* Consultant provides secure Data transmission paths between City's devices and the data center used to provide SaaS Services to City. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. Consultant conducts annual penetration testing of either the production network and/or web application to be performed. Consultant will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. City may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to Consultant's applications that take or process card payment data, Consultant complies with applicable requirements of PCI DSS. Consultant agrees to supply the then-current status of its PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance and, in the event of any change in Consultant's status, Consultant will comply with applicable notice requirements.

e. **Industry Best Practices.** Consultant must provide all services using the best commercially-available security technology and techniques according to industry best practices and standards; the City's security standards, policies and procedures including those relating to fraud prevention and detection and any other inappropriate system and network use or access, including, but not limited to:

i. Providing secure (SSL, HTTPS, or similar) access to all levels of users as defined by the City via the internet;

ii. Having controls meeting applicable laws and the latest Framework for Improving Critical Infrastructure Cyber security from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;

iii. Having all servers providing work to the City solely physically located within the continental United States of America. Consultant must house all servers and equipment in an operational environment meeting industry standards including a climate-controlled room with a fire and security hazard detection system and a network and electrical redundancy system, including backup Uninterruptable Power Supply (UPS) and automatic fail-over stand-by generators and physical security.

f. **Data Transfer.** Any data transfer between the City and Consultant must be encrypted and follow industry best practices for data security.

g. **Data Breach.**

i. **Notice.** Consultant will report to City within 72 hours, unless otherwise required by applicable law, confirmed breaches of system security

involving City data to the extent such City data is subject to applicable state and federal data breach notification laws, as such breaches of system security are defined under applicable law, within the timeframe required by such applicable laws. The Consultant must:

1. Reasonably cooperate with the City's reasonable requests to investigate and resolve the incident in a timely manner;
2. Promptly implement measures designed to remediate the applicable breach of system security; and
3. Document responsive actions taken related to the breach of system security, including any post-incident review and actions taken to make changes in business practices in providing the work, to the extent reasonably necessary.

ii. Consultant Agreement Breach. If a data breach results from Consultant's failure to adhere to industry standard information security practices, Consultant must to the extent not prohibited by applicable law:

1. Conduct an investigation at its own cost, and reimburse City for direct, documented, reasonable costs actually incurred by City that City is legally required to incur under applicable data breach notification laws with respect to (1) notifying individuals, regulators and all other individuals required by applicable state and federal data breach notification laws, for example, the Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information, or (2) providing credit monitoring service or identity protection service to impacted individuals;
2. Assist City in providing notifications to individuals, regulators and all other individuals as required by applicable state and federal law.
3. Assist the City in arranging a credit monitoring service or identity protection service;
4. Assist the City in establishing a website or toll-free number and call center for affected individuals to the extent required by state or federal law;
5. Complete all corrective actions as reasonably determined by Consultant based on root cause; and
6. Send the City written findings and remedial measures from the investigation of the breach of the system security.

h. Preventive Security Procedures. Consultant must:

i. Provide on-going software updates as they become available complying with the defined maintenance windows. The Consultant must completely test updates; including any bug fixes, patches and other improvements;

ii. Monitor system and error logs and perform preventive maintenance to minimize and predict system problems, including initiating and completing an appropriate response;

iii. Conduct a third-party independent security/vulnerability assessment at its own expense at least annually and make the results of such assessment available to the City;

iv. Ensure third-party application and vulnerability security scans and schedules are performed;

v. Limit logical and physical access to all system components and provide access only to those individuals with a business need for work provided. Individuals who have access to systems and data must have a criminal background check;

vi. Take all necessary measures to protect the data and encryption keys including, but not limited to the off-site servers daily backup according to industry best practices and encryption techniques.

i. Disaster Recovery. Consultant must comply with its disaster recovery plan.

j. Closeout.

i. Agreement Expiration. When the Agreement term expires or terminates, and at any other time at the City's written request, Consultant must promptly return to the City all of the City's intellectual and physical property subject to the Agreement including, but not limited to City's production data, and information in file or document formats in the Consultant's possession or control.

ii. Access. The City will have access to export and retrieve its data for no less than 30 days after the Agreement expiration or termination date. The City must be able to access its data at any time during the Agreement term in a readily readable, structured and documented format, such as CSV-format or some other standard format offered by the Consultant. In connection with termination of this Agreement, and only upon the execution of a mutually agreed change order or addendum, Consultant shall use commercially reasonable efforts to accomplish and adequate and timely transition from Consultant to City or to replacement providers designated by the City (a "Disentanglement") The parties will reasonably cooperate during Disentanglement, and City will reimburse Consultant for Disentanglement services at Consultant's then-current and generally-charged rates, plus reasonable costs, and expenses as set forth in the parties' executed change order or addendum.

iii. Data Removal. At the City's request upon Agreement expiration or termination, the Consultant must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Consultant's servers to the extent possible based on the then-current technology available. Consultant must provide the City a written statement confirming data has been deleted, purged, overwritten or

otherwise rendered inaccessible, and upon request by Client, shall sign such written statement. The Consultant will not otherwise delete the City's data without City's prior written consent.

10.02 Reserved.

10.03 Background Checks. The Consultant agrees to assume all responsibility for and to perform background checks on all its employees, agents and assigns working on the Project. Such background checks include but are not limited to, criminal records and civil judgments, professional license verifications, motor vehicle records, social security number, court records, military service records, other public records reports, and verifications of employment, and education. These background checks must be completed before such individuals commence their work on the Project. If Consultant has previously conducted background check in accordance with the requirements above on an employee, no further background check is needed before beginning work on the Project. Consultant agrees to produce any and all background-check information as described herein when requested by the City, to the extent permissible by applicable law. To the degree allowed by applicable law, City agrees to keep such information confidential.

10.04 Work Completion. Unless explicitly provided for otherwise in this Contract or expressly mutually agreed upon by the parties in writing, the Work will be considered complete when it when it operates as intended within the Tyler's hosted SaaS environment and is accessible and functional for the City through its current technology systems.

Article XI
Termination

11.01 Termination for Convenience. At any time, the City may terminate the Project for convenience, in writing, upon 60 days' advance written notice. At such time, the City shall notify Consultant, in writing, who shall cease work upon expiration of the 60 days.. Consultant shall be compensated for the work performed. In the event that the City terminates this Contract for convenience, the City shall pay Consultant for the work performed, expenses incurred, and undisputed invoices before the date of termination, and in addition to these payment obligations, the City will also pay the following early termination fees:

a) if the effective date of termination is during the first year of the initial term, 100% of the SaaS Fees due for the first year of the initial term plus 15% of the SaaS Fees then due for the remainder of the initial term;
b) if the effective date of termination is during the second year of the initial term, 100% of the SaaS Fees due for the first two years of the initial term plus 10% of the SaaS Fees then due for the remainder of the initial term; and
c) if the effective date of termination is after the second year of the initial term, 100% of the SaaS Fees due through the end of the year in which the termination is effective plus, if applicable, 5% of the SaaS Fees then due for the remainder of the initial term or the applicable renewal term.

11.02 Damages. No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City or because of any breach of contract by the Consultant. Notwithstanding the foregoing, Consultant's liability to the City shall be subject to the limitations set forth in Section 8.05. The City may only withhold payments to the Consultant as a result of an agreement pursuant to the dispute resolution process.

11.03 Disputed Fees. Disputed fees, invoices and expenses in all terminations other than the City's termination for cause must have been submitted as invoice disputes in accordance with the invoice dispute section.

11.04 For Cause. If any Party believes the other has materially breached this Contract, the terminating Party will invoke the Dispute Resolution section. The Party may terminate this Contract for cause in the event the other Party does not cure, or create a mutually agreeable action plan to address, a material breach of this Contract within the thirty (30) day-period set forth in the Dispute Resolution section.

11.05 Force Majeure. Either party has the right to terminate this Contract if a Force Majeure event suspends performance of this Contract for a period of forty-five (45) days or more.

11.06 Lack of Appropriations. If the City does not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Contract, the City may unilaterally terminate this Contract upon thirty (30) days' written notice to Consultant. The City will not be entitled to a refund or offset of previously paid license and other fees.

Article XII
Miscellaneous Terms

12.1 Venue and Applicable Law. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that venue for all disputes arising under any circumstances related to this Agreement shall be in the state or federal court with primary jurisdiction over College Station, Texas.

12.2 Additional Products and Services. The City may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date, and thereafter at Consultant's then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty-four (24) months have expired, City may purchase additional products and services at Consultant's then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

12.3 Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) months from the Effective Date.

12.4 Dispute Resolution. The City will provide Consultant with written notice within thirty (30) days of becoming aware of a dispute. The City will cooperate with Consultant in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the dispute is not resolved, then the parties may participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent the parties from seeking necessary injunctive relief during the dispute resolution procedures.

12.5 Client Lists. City agrees that Consultant may identify City by name in client lists, marketing presentations, and promotional materials.

12.6 Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights of private individuals and entities, including the parties. Confidential information is non-public information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- **a.** is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- **b.** a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- **c.** a party receives from a third party who has a right to disclose it to the receiving party; or
- **d.** is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

12.7 Business License. In the event a local business license is required for Consultant to perform services hereunder, the City will promptly notify and provide Consultant with the necessary documents or contact information so Consultant may timely obtain such license.

12.8 Cooperative Procurement. This Contract may be used as a cooperative procurement document by eligible jurisdictions. Consultant may negotiate and customize the terms and

conditions set forth herein, including but not limited to pricing, to the scope and circumstances of any subsequent cooperative procurement.

12.9 Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. The City is a tax-exempt entity, and will provide a tax-exempt certificate. If City has a valid direct-pay permit, City will provide Consultant with a copy. For clarity, Consultant is responsible for paying their income taxes, both federal and state, as applicable, arising from Consultant's performance of this Contract.

12.10 Non-discrimination. Consultant will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Contract. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Consultant will post, where appropriate, all notices related to non-discrimination as may be required by applicable law.

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

CITY:
City of College Station
Attn: Sam Rivera
P.O. Box 9960
College Station, Texas 77842
srivera@cstx.gov

CONSULTANT:
Tyler Technologies, Inc.
Attn: Chief Legal Officer
7701 College Blvd
Overland Park, KS, 66210

12.12 Performance of Work. Consultant, its employees, associates or subconsultants shall perform all the Work hereunder. Consultant agrees that all of its associates, employees, or subconsultants who work on this Project shall be fully qualified and competent to do the Work described hereunder. Consultant shall undertake the Work and complete it in a timely manner.

12.13 Compliance. The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Consultant may not knowingly obtain the labor or work of an undocumented worker. The Consultant, not the City, must verify eligibility for employment as required by IRCA. The Consultant has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all employees assigned to the Project

12.14 Waiver. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12.15 Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, City's consent is not required for an assignment by Consultant as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Consultant's assets.

12.16 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.

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

12.18 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Contract may only be amended by written instrument approved and executed by the parties.

12.19 Force Majeure. Force Majeure means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us. Except for undisputed payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

12.20 Bound by Terms. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

12.21 Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment is deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

12.22 Effective. This Contract goes into effect when duly executed by all Parties.

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

12.24 No Intended Third-Party Beneficiaries. This Contract is entered into solely for the benefit of City and Consultant. No third party will be deemed a beneficiary of this Contract, and no third party will have the right to make any claim or assert any right under this Contract. This provision does not affect the rights of third parties under any Third-Party Terms.

PART TWO:

TYLER SOFTWARE TERMS AND CONDITIONS.

SECTION A – DEFINITIONS

- **"Agreement"** has the same meaning as "Contract" set forth in Part One, Section 1.03.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is attached as Schedule 1 to Exhibit C.
- **"Client**" means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit B contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Professional Services**" means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and

archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit E.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit A.
- **"Support Call Process"** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf.
- **"Third-Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
- **"Third-Party Products"** means the Third-Party Software and Third-Party Hardware.
- **"Third-Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third-Party Services"** means the third-party services, if any, identified in the Investment Summary.
- **"Third-Party Software"** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **"Third-Party Terms"** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit F.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler/ Consultant.
- **"you"** and similar terms mean the City.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.
   2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.
   3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
   3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
   3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at https://www.tylertech.com/privacy) and applicable law.
   3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.
   4.1. You may not:
      4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
      4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
      4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
      4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
      4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless

expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.
   9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
      9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;

9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;

9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.

9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.

9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
   3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
   3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
   3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-

Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary in Exhibit B and in accordance with the Payment Terms in Exhibit C.

TYLER TECHNOLOGIES, INC.

By: Erik Graney
Title: Senior Corporate Attorney

Printed Name: Erik Graney
Date: 4/1/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: 4/1/2026

PART THREE:

CONTRACT EXHIBITS

Exhibit A
Statement of Work

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City of College Station

SOW from Tyler Technologies, Inc.

1/28/2026

Presented to:
Sara Rowe
1101 Texas Ave.
College Station, TX 77840

Contact:
Craig Dixon
Email: Craig.Dixon@TylerTech.com
5101 Tennyson Parkway, Plano, TX 75024

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Part 1: Executive Summary

Project Overview

Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the College Station (collectively the "Project").

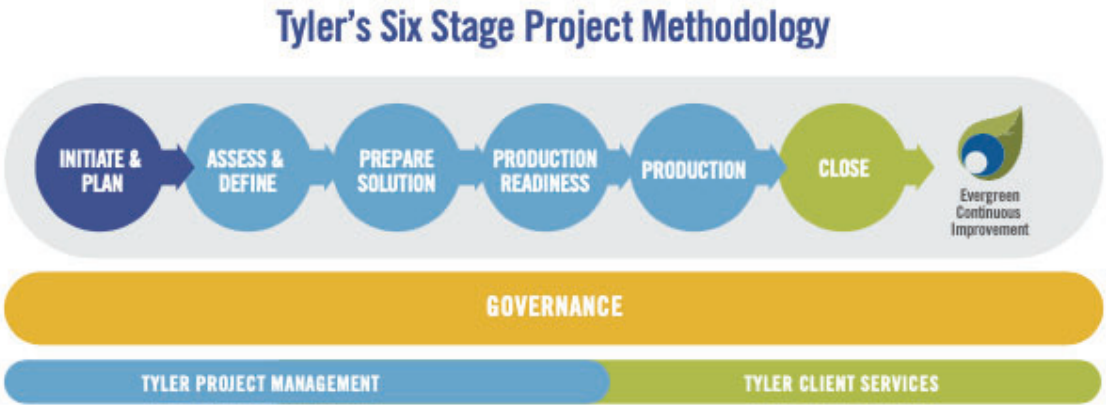
The overall goals of the project are to:

Successfully implement the contracted scope on time and on budget
Increase operational efficiencies and empower users to be more productive
Improve accessibility and responsiveness to external and internal customer needs
Overcome current challenges and meet future goals
Providing a single, comprehensive, and integrated solution to manage business functions
Streamline business processes through automation, integration, and workflows
Provide a user-friendly user interface to promote system use and productivity
Eliminate redundant data entry

Methodology

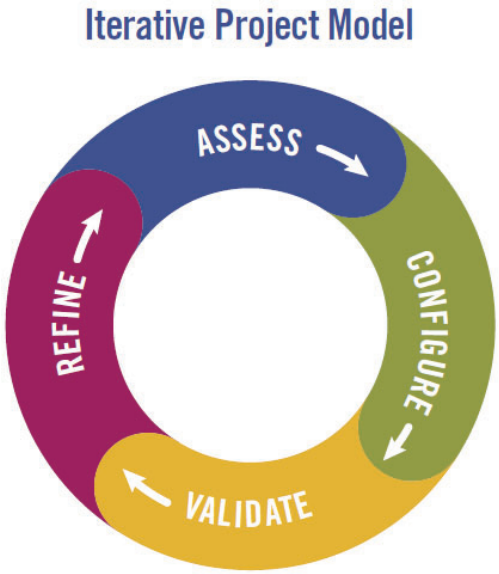
This is accomplished by the College Station and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the College Station's complexity and organizational needs.



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the College Station and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the College Station and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the College Station's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

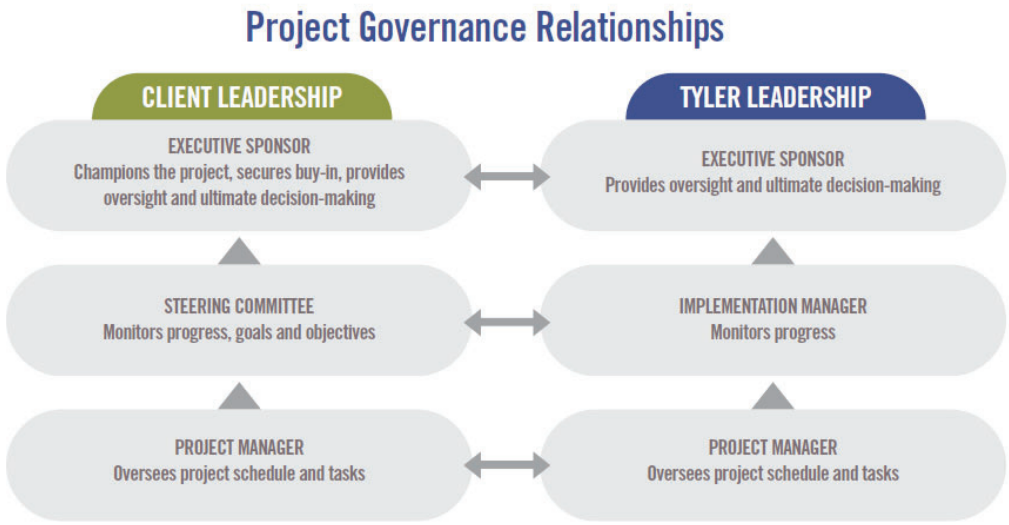
Part 2: Project Foundation

Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the College Station collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the College Station Steering Committee become the escalation points to triage responses prior to escalation to the College Station and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The College Station and Tyler executive sponsors serve as the final escalation point.



Project Scope Control

Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.

A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the College Station; for example, the College Station may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

The nature of the change.
A good faith estimate of the additional cost or associated savings to the College Station, if any.
The timetable for implementing the change.
The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The College Station will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the College Station). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each College Station office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the College Station will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining College Station feedback and approval on Project deliverables will be critical to the success of the Project. The College Station project manager will strive to gain deliverable and decision approvals from all authorized College Station representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each College Station department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The College Station shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the College Station does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the College Station does not agree the Deliverable or Control Point meets requirements, the College Station shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The College Station shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the College Station does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

User Acceptance Testing (UAT) and System Acceptance Testing (SAT)

A. Acceptance Testing Plan

System Acceptance Testing (“SAT”) is intended to validate that the configured solution supports the City’s agreed-upon business processes and functional requirements following configuration and data conversion. Given that the solution is provided as a cloud-based Software-as-a-Service (SaaS) offering, SAT is focused on functional readiness and configuration validation, not infrastructure, hosting, or platform reliability testing. Tyler will provide an Acceptance Test Plan (“ATP”) that outlines the functional test scenarios and validation steps to be performed by the City. The ATP will reflect the contracted scope, approved configuration decisions, and standard Tyler product functionality.
SAT confirms that the system is ready for City use based on the agreed requirements and does not modify or supersede Tyler’s SaaS Agreement, service level commitments, or standard operating environment.

B. Acceptance Tests and Defect Classification

Acceptance testing will include **functional testing only**, unless otherwise expressly agreed in writing. Defects identified during testing will be classified and addressed as follows:

1. **Severity 1 Defect**
   A defect that prevents productive use of the system for core business operations and for which no reasonable workaround exists. Tyler will use commercially reasonable efforts to correct the defect. Upon correction, the affected test scenario will be revalidated.

2. **Severity 2 Defect**
   A defect that materially impacts functionality but for which a reasonable workaround exists. The system may proceed toward acceptance, provided the workaround is documented and agreed upon by the parties.

3. **Severity 3 Defect**
   A minor defect that does not materially impact productive use of the system. These items may be documented and addressed through Tyler's standard support and maintenance processes following Go-Live.

Defects shall be addressed in accordance with Tyler's standard support, maintenance, and issue-resolution processes. Acceptance shall not be delayed due to Severity 2 or Severity 3 defects that do not materially impair system use.

C. Functional Acceptance Testing

1. The City will validate that configured system functionality aligns with the agreed future-state design and approved configuration decisions.

2. Tyler will demonstrate standard product features and configured workflows in the acceptance environment based on the ATP.

3. Acceptance testing is limited to verification of contracted functionality and does not include testing of non-standard use cases, third-party systems, City-controlled integrations, or City operational procedures.

D. Performance and Load Testing

Performance and load testing at the infrastructure or platform level is **not applicable** to acceptance testing for a Tyler-hosted SaaS solution. Tyler operates, monitors, and maintains platform performance and capacity at the service level across its cloud environment.
System performance, availability, scalability, and reliability are governed exclusively by the applicable **SaaS Agreement and Service Level Commitments**, not by project-specific acceptance testing.

E. Reliability and Availability

Reliability, uptime, and availability testing are **not acceptance criteria** for this Project. Tyler's cloud services are delivered under a standardized SaaS operating model with defined service levels, monitoring, redundancy, and disaster recovery capabilities.
Accordingly:

- Reliability testing is not performed on a client-specific basis.

- Availability is measured and enforced in accordance with Tyler's SaaS Agreement, not through SAT.

- Temporary service interruptions, scheduled maintenance, third-party outages, or issues outside Tyler's reasonable control do not constitute acceptance failures.

F. Acceptance Timing and Completion

System Acceptance will be deemed complete when:

1. Functional testing outlined in the ATP has been executed;
2. No unresolved Severity 1 defects remain; and
3. The City has provided written acceptance or has commenced productive use of the system in a production environment.

Acceptance will not be delayed by issues subject to Tyler's ongoing support, maintenance, or enhancement processes.

G. Final System Acceptance

Upon completion of SAT and commencement of Go-Live operations, the City will provide written confirmation of Final Acceptance. Use of the system for productive operations constitutes acceptance of the solution as delivered.

Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the College Station and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the College Station, but are roles defined within the Project. It is common for individual resources on both the Tyler and College Station project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the College Station 's overall organizational strategy.
Authorizes required Project resources.
Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
Acts as the counterpart to the College Station 's executive sponsor.

Tyler Implementation Manager

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with College Station management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.

Assigns Tyler Project personnel.

Provides support for the Project team.

Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.

Monitors Project progress including progress towards agreed upon goals and objectives.

Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the College Station, the Tyler Project Manager provides regular updates to the College Station Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

Contract Management

Validates contract compliance throughout the Project.

Ensures Deliverables meet contract requirements.

Acts as primary point of contact for all contract and invoicing questions.

Prepares and presents contract milestone sign-offs for acceptance by the College Station project manager(s).

Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

Planning

Delivers project planning documents.

Defines Project tasks and resource requirements.

Develops initial Project schedule and Project Management Plan.

Collaborates with the College Station project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

Implementation Management

Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.

Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.

Establishes risk/issue tracking/reporting process between the College Station and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the College Station any items that may impact the outcomes of the Project.

Collaborates with the College Station 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.

Collaborates with the College Station 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the College Station and Tyler, in understanding the goals, objectives, status, and health of the Project.

Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the College Station through software validation process following configuration.
- Assists during Go-Live process and provides support until the College Station transitions to Client Services.
- Facilitates training sessions and discussions with the College Station and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Provides technical training.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the College Station.
- Loads College Station provided GIS data into the system.

Tyler API Services

- Provides training in the use of the API Toolkit.
- Provides consulting services in the use of the API Toolkit to the College Station, as the College Station builds interfaces.

College Station Roles & Responsibilities

College Station resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

College Station Executive Sponsor

The College Station executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called

upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the College Station steering committee, project manager(s), and functional leads to make critical business decisions for the College Station.

Champions the project at the executive level to secure buy-in.
Authorizes required project resources.
Actively participates in organizational change communications.

College Station Steering Committee

The College Station steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the College Station project manager and Project through participation in regular internal meetings. The College Station steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The College Station steering committee also serves as primary level of issue resolution for the Project.

Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
Attends all scheduled steering committee meetings.
Provides support for the project team.
Assists with communicating key project messages throughout the organization.
Prioritizes the project within the organization.
Ensures the project staffed appropriately and that staff have necessary resources.
Monitors project progress including progress towards agreed upon goals and objectives.
Has the authority to approve or deny changes impacting the following areas:

- Cost
- Scope
- Schedule
- Project Goals
- College Station Policies
- Needs of other client projects

College Station Project Manager

The College Station shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The College Station Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the College Station project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The College Station project manager(s) are responsible for reporting to the College Station steering committee and determining appropriate escalation points.

Contract Management

Validates contract compliance throughout the project.
Ensures that invoicing and Deliverables meet contract requirements.

Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

Planning

Reviews and accepts project planning documents.
Defines project tasks and resource requirements for the College Station project team.
Collaborates in the development and approval of the project schedule.
Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

Implementation Management

Tightly manages project budget and scope.
Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the College Station and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
Routinely communicates with both the College Station staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

Resource Management

Acts as liaison between project team and stakeholders.
Identifies and coordinates all College Station resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
Provides direction and support to project team.
Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
Manages the appropriate assignment and timely completion of tasks as defined.
Assesses team performance and takes corrective action, if needed.
Provides guidance to College Station technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
Ensures that users have appropriate access to Tyler project toolsets as required.
Conducts training on proper use of toolsets.
Validates completion of required assignments using toolsets.

College Station Functional Leads

Makes business process change decisions under time sensitive conditions.
Communicates existing business processes and procedures to Tyler consultants.
Assists in identifying business process changes that may require escalation.
Contributes business process expertise for Current & Future State Analysis.
Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.

Validates that necessary skills have been retained by end users.
Provides End Users with dedicated time to complete required homework tasks.
Acts as an ambassador/champion of change for the new process and provide business process change support.
Identifies and communicates any additional training needs or scheduling conflicts to the College Station project manager.
Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:

- Task completion
- Stakeholder Meeting
- Project Management Plan development
- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of College Station resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

College Station Power Users

Participate in project activities as required by the project team and project manager(s).
Provide subject matter expertise on the College Station business processes and requirements.
Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
Attend all scheduled training sessions.
Participate in all required post-training processes as needed throughout project.
Test all application configuration to ensure it satisfies business process requirements.
Become application experts.
Participate in Solution Validation.
Adopt and support changed procedures.
Complete all deliverables by the due dates defined in the project schedule.
Demonstrate competency with Tyler products processing prior to Go-live.
Provide knowledge transfer to the College Station staff during and after implementation.
Participate in conversion review and validation.

College Station End Users

Attend all scheduled training sessions.
Become proficient in application functions related to job duties.
Adopt and utilize changed procedures.
Complete all deliverables by the due dates defined in the project schedule.
Utilize software to perform job functions at and beyond Go-live.

College Station Technical Lead

Coordinates updates and releases with Tyler as needed.
Coordinates the copying of source databases to training/testing databases as needed for training days.
Coordinates and adds new users, printers and other peripherals as needed.
Validates that all users understand log-on process and have necessary permission for all training sessions.
Coordinates interface development for College Station third party interfaces.
Develops or assists in creating reports as needed.
Ensures on-site system meets specifications provided by Tyler.
Assists with software installation as needed.
Extracts and transmits conversion data and control reports from the College Station's legacy system per the conversion schedule set forth in the project schedule.

College Station GIS

Participates in GIS planning activities.
Responsible for management and maintenance of College Station GIS infrastructure and data.
Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
Provides Tyler implementation team with GIS data/service access information.

College Station Upgrade Coordination

Becomes familiar with the software upgrade process and required steps.
Becomes familiar with Tyler's releases and updates.
Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the College Station's software upgrade process.
Assists with the software upgrade process during implementation.
Manages software upgrade activities post-implementation.
Manages software upgrade plan activities.
Coordinates software upgrade plan activities with College Station and Tyler resources.
Communicates changes affecting users and department stakeholders.
Obtains department stakeholder acceptance to upgrade production environment.

College Station Change Management Lead

Validates that users receive timely and thorough communication regarding process changes.
Provides coaching to supervisors to prepare them to support users through the project changes.
Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
Identifies areas of resistance and develops a plan to reinforce the change.
Monitors post-production performance and new process adherence.

Part 3: Project Plan

Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the College Station.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "This work package is not applicable" in Section 6 of the Statement of Work.

Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the College Station with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. College Station gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the College Station's team. During this step, Tyler will work with the College Station to establish the date(s) for the Project and Phase Planning session.

Objectives:

Formally launch the project.
Establish project governance.
Define and communicate governance for Tyler.
Identify College Station project team.

STAGE 1	Initial Coordination																
	Tyler								College Station								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
College Station project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the College Station		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

Create Project Portal to store project artifacts and facilitate communication		A	R								I					

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

Project activities begin after the agreement has been fully executed.

Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the College Station to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all College Station Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the College Station's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the College Station Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the College Station with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning	
	Tyler	College Station

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	College Station provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

College Station has reviewed and completed the Guide to Starting Your Project document.

Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. The College Station is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

Ensure the College Station's infrastructure meets Tyler's application requirements.
Ensure the College Station's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning	
	Tyler	College Station

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

Stakeholder Meeting

Communication of the Project planning outcomes to the College Station Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the College Station team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

Formally present and communicate the project activities and timeline.
Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								College Station								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads

Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

None

GIS Planning

GIS data is a core part of many Tyler applications. Other College Station offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

Identify all College Station GIS data sources and formats.
Tyler to understand the College Station's GIS needs and practices.
Ensure the College Station's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler								College Station								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C

Determine all GIS Data Sources			I				I		A		R					C
Provide Source GIS Data			I				I		A		R					C
Review GIS Data and Provide Feedback		A	R				C				I					C

Inputs	GIS Requirements Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

GIS data provided to Tyler is accurate and complete.
GIS data provided to Tyler is current.
College Station is responsible for maintaining the GIS data.

Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

Project Management Plan
Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the College Station
- Stakeholder meeting complete

GIS Data Production Ready
Completed Infrastructure Requirements and Design Document
System Passes Infrastructure Audit (as applicable)

Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current College Station business processes. This information will be used to identify and define business processes utilized with Tyler software. The College Station collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on College Station team knowledge transfer such as: eLearning, documentation, or walkthroughs. The College Station team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

Provide a basic understanding of system functionality.
Prepare the College Station for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								College Station								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The College Station and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The College Station will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the College Station's responsibility to verify that in-

scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

A reasonable business process change is available.
Functionality exists which satisfies the requirement.
Configuration of the application satisfies the requirement.
An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis															
	Tyler								College Station							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	College Station current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

College Station attendees possess sufficient knowledge and authority to make future state decisions.
The College Station is responsible for any documentation of current state business processes.

The College Station can effectively communicate current state processes.

This work package is not applicable.

Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

Communicate a common understanding of the project goals with respect to data.
Ensure complete and accurate source data is available for review/transfer.
Map the data from the source to the Tyler system.
Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								College Station								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	College Station Source data
	College Station Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	College Station Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
Tyler will work with the College Station representatives to identify business rules before writing the conversion.
College Station subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

Documentation of future state decisions and configuration options to support future state decisions.
Modification specification document.
Assess & Define Stage Acceptance Criteria:
All stage deliverables accepted based on criteria previously defined.
Solution Orientation is delivered.
Conversion data extracts are received by Tyler.
Data conversion plan built.

Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the College Station against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

All licensed software is installed and operational.
The College Station can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	College Station

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on College Station Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on College Station Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

The most current available version of the Tyler Licensed Software will be installed.
The College Station will provide network access for Tyler modules, printers, and Internet access to all applicable College Station and Tyler Project staff.

Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the College Station to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The College Station collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

Software is ready for validation.
Educate the College Station Power User how to configure and maintain software.
Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration															
	Tyler								College Station							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete College Station configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

Tyler provides guidance for configuration options available within the Tyler software. The College Station is responsible for making decisions when multiple options are available.

Process Refinement

Tyler will educate the College Station users on how to execute processes in the system to prepare them for the validation of the software. The College Station collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

Ensure that the College Station understands future state processes and how to execute the processes in the software.
Refine each process to meet the business requirements.
Validate standard interfaces, where applicable.
Validate forms and reports, where applicable.

STAGE 3	Process Refinement																	
	Tyler								College Station									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (College Station Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update College Station-specific process documentation (if applicable)			I	C							A	R		C			

Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed College Station-specific process documentation (completed by College Station)	

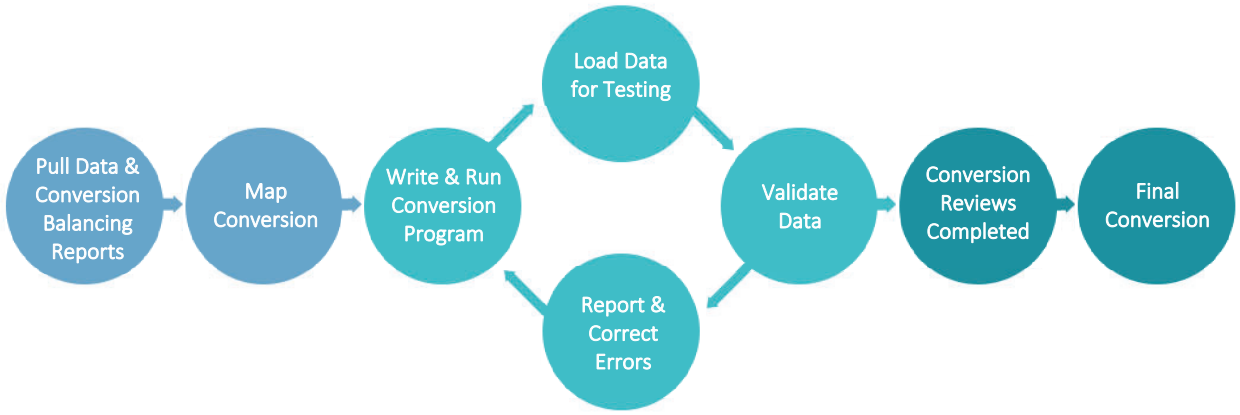
Work package assumptions:

None

Conversion Delivery

The purpose of this task is to transition the College Station's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the College Station will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the College Station to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion															
	Tyler								College Station							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

The College Station will provide a single file layout per source system as identified in the investment summary.

The College Station subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.

The College Station project team will be responsible for completing the code mapping activity, with assistance from Tyler.

This work package is not applicable.

Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

Licensed software is installed.
Installation checklist/system document.
Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

All stage deliverables accepted based on criteria previously defined.
Software is configured.
Solution validation test plan has been reviewed and updated if needed.

Production Readiness

Activities in the Production Readiness stage will prepare the College Station team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the College Station to review the status of the project and the organizations readiness for go-live.

Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the College Station verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

Validate that the solution performs as indicated in the solution validation plan.
Ensure the College Station organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	College Station

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	College Station updates report with testing results

Work package assumptions:

Designated testing environment has been established.
Testing includes current phase activities or deliverables only.

Stress Testing:

As part of the Solution Validation stage, the Client may elect to conduct performance or stress testing activities within the designated testing environment to evaluate system behavior under anticipated operational workloads. Tyler does not perform automated stress testing as part of standard implementation services; however, Tyler will provide guidance to assist the Client in designing a practical and representative testing approach.

Tyler will collaborate with the Client to identify business processes and case types that represent the most complex or highest-volume transactions within the Client's operational environment. These may include, but are not limited to, high-volume permit submissions, license applications, inspection scheduling activities, or other regulatory transactions commonly processed through the system.

Based on this analysis, Tyler will assist the Client in defining representative workload scenarios by estimating the average number of transactions expected to occur during defined time intervals (for example, peak daily intake periods or seasonal processing windows). The Client may then simulate

these workloads within the testing environment using manual processes, scripted activities, or third-party testing tools of their choosing.

Tyler's role in this process is consultative and may include:

- Providing recommendations on identifying high-volume and complex case types suitable for testing.
- Assisting the Client in defining realistic transaction volumes and time-based testing scenarios.
- Advising on interpretation of observed system behavior during testing.
- Identifying potential configuration or workflow adjustments that may improve performance.

The Client is responsible for executing any stress or load testing activities, including the selection and operation of testing tools, the generation of simulated workloads, and documentation of results. Any performance testing conducted should occur within a non-production environment to prevent disruption of operational systems.

Tyler will provision and maintain three system environments for the Client: Production, Testing, and Training. The Production environment serves as the live operational system where client staff perform day-to-day business functions and process official records and transactions once the system is placed into service. The Testing and Training environments will be used for multiple activities during the implementation and after go-live, including system configuration, validation, updates, testing, and user training, allowing these activities to occur without impacting the live Production system.

Go-Live Readiness

Tyler and the College Station will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the College Station has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the College Station will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

Action plan for go-live established.
Assess go-live readiness.
Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								College Station								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I

Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the College Station

Work package assumptions:

None

End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. College Station users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop College Station specific business process documentation. College Station-led training labs using College Station specific business process documentation if created by the College Station can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The College Station is prepared for on-going training and support of the application.

STAGE 4	End User Training	
	Tyler	College Station

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (College Station-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	College Station signoff that training was delivered

Work package assumptions:

- The College Station project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the College Station as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of College Station departments.
- The College Station will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

Solution Validation Report.
Update go-live action plan and/or checklist.
End user training.

Production Readiness stage acceptance criteria:

All stage deliverables accepted based on criteria previously defined.
Go-Live planning session conducted.

Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the College Station will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the College Station to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the College Station and Tyler will complete work assigned to prepare for Go-Live.

The College Station provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the College Station manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the College Station during Go-Live activities. The College Station transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- College Station data available in Production environment.

STAGE 5	Go-Live																
	Tyler								College Station								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C

Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	College Station confirms data is available in production environment

Work package assumptions:

- The College Station will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The College Station business processes required for Go-Live are fully documented and tested.
- The College Station Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The College Station Project Team and Power User's provide business process context to the end users during Go-Live.

Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the College Station onto the Tyler Client Services team, who provides the College Station with assistance following Go-Live, officially transitioning the College Station to operations and maintenance.

Objectives:

Ensure no critical issues remain for the project teams to resolve.
Confirm proper knowledge transfer to the College Station teams for key processes and subject areas.

STAGE 5	Transition to Client Services	
	Tyler	College Station

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Transfer College Station to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

No material project issues remain without assignment and plan.

Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

Schedule activities that are planned for after Go-Live.
Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	College Station

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

System is being used in a live production state.

Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
Converted data is available in production environment.

Production Stage Acceptance Criteria:

All stage deliverables accepted based on criteria previously defined.
Go-Live activities defined in the Go-Live action plan completed.
Client services support document is provided.

Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The College Station transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the College Station for systems implemented in the Phase.

Objectives:

Agreement from Tyler and the College Station teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								College Station								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	College Station
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

Tyler deliverables for the phase have been completed.

Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the College Station may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

Confirm no critical issues remain for the project teams to resolve.
Determine proper knowledge transfer to the College Station teams for key processes and subject areas has occurred.
Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								College Station								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to College Station and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	College Station acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

All project implementation activities have been completed and approved.
No critical project issues remain that have not been documented and assigned.
Final project budget has been reconciled and invoiced.
All Tyler deliverables have been completed.

Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

Post Project Report.

Close Stage Acceptance Criteria:

Completed report indicating all Project deliverables and milestones have been completed.

General Assumptions

Tyler and the College Station will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

Project

Project activities will begin after the Agreement has been fully executed.
The College Station Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
Sessions will be scheduled and conducted at a mutually agreeable time.
Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
Tyler will provide a written agenda and notice of any prerequisites to the College Station project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the College Station is responsible for making decisions based on the options available.
Implementation of new software may require changes to existing processes, both business and technical, requiring the College Station to make process changes.
The College Station is responsible for defining, documenting, and implementing their policies that result from any business process changes.

Organizational Change Management

Unless otherwise contracted by Tyler, College Station is responsible for managing Organizational Change. Impacted College Station resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of

change is ensuring that impacted College Station resources understand the value of the change, and why they are being asked to change.

Resources and Scheduling

College Station resources will participate in scheduled activities as assigned in the Project Schedule.

The College Station team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.

Tyler and the College Station will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.

Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.

Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.

The College Station will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.

The College Station makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.

The College Station will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.

The College Station will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.

For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

Data

Data will be converted as provided and Tyler will not create data that does not exist.

The College Station is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.

Tyler will work closely with the College Station representatives to identify business rules before writing the conversion. The College Station must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.

All in-scope source data is in data extract(s).

Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.

The College Station will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.

The College Station Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.

The College Station is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

Facilities

The College Station will provide dedicated space for Tyler staff to work with College Station resources for both on-site and remote sessions. If Phases overlap, College Station will provide multiple training facilities to allow for independent sessions scheduling without conflict.

The College Station will provide staff with a location to practice what they have learned without distraction.

Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.

Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only

	one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

Conversion

Content Manager Conversion Summary

Content Manager – Standard

Up to unlimited attachment records
Up to Enterprise Permitting and Licensing (EPL) document type(s) in the following formats:
.3gp,.3g2,.7z,.ai,.psd,.asf,.mov,.aif,.avi,.bmp,.csv,.mxl,.gz,.tar,.vob,.dat,.deb,.dds,.dtd,.zipx,.flv,.gif,.jpeg ,.jpg,.key,.tex,.log,.lua,.mid,.midi,.mp3,.mpg,.mpa,.m4a,.mp4,.m3u,.xlsx,.xls,.doc,.docx,.wps,.m,.odt,. msg,.pages,.txt,.pdf,.png,.pptx,.ppt,.pps,.ra,.rm,.rpm,.rss,.rtf,.svg,.sdf,.sitx,.srt,.tif,.tiff,.tga,.thm,.wav,.r ar,.wma,.wmv,.wpd,.xml,.yuv,.zip,.m4v
All visible fields configured for Tyler Content Manager Enterprise installations or the standard fields that exist for Tyler Content Manager Core installations
Images and Attachments as described below
Lookups are imported with the assistance of the consultant
Conversion from Single System
- Data from TRAKiT (Central Square)

Images from TRAKiT

Data Conversion Process for Enterprise Permitting & Licensing Enterprise Server

Overview

This document is an introduction to the SQL Server EG_Template database and how to populate it.
The Full Conversion is the same process, as the Templated. However, with the Full Conversion option, Tyler is responsible for the data import instead of the client.

Modularized Design

As with the Enterprise Permitting & Licensing software, the EG_Template db is sectioned into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, various child tables branch below the master table for the associated module (ex. 'permit_address', 'permit_note', etc.).

Some tables cross multiple modules. The most notable of these involve inspections and payment transactions.

The EG_Template database includes database diagrams, which indicate the tables and their relationships to each module.

Required Fields

In the Enterprise Permitting & Licensing software, some fields are "Required Fields," and the associated columns must be populated for records to be written to the Enterprise Permitting & Licensing db. On

occasion, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Dropdown picklist columns restrict the user from entering certain values in the Enterprise Permitting & Licensing db. Conversely, drop-down fields do not have a restriction on values written to the EG_Template db. Therefore, exact spelling or careful matching to the Enterprise Permitting & Licensing configured values is not a requirement for fields intended for Enterprise Permitting & Licensing drop-down fields. Tyler maps the values through a separate table to translate the values to the appropriate Enterprise Permitting & Licensing value during conversion and collaborates with the College Station to validate the resulting mappings during the development phase of the conversion.

Custom Fields (any fields not available in the master table for the module in question)

Most legacy systems have some attribute fields that are not specified in the corresponding master table within EG_Template. Tyler refers to these as custom fields. Within each module exists a child table for such custom fields. Since these fields are specific to the legacy system(s), the College Station may add columns to these tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

Gap Handling (where legacy data doesn't fit anywhere within EG_Template)

On occasion, legacy systems contain special features for which Enterprise Permitting & Licensing does not account in the EG_Template db. As a result, the need may arise to develop a modified solution to address special cases.

Contacts

Contacts generally fall into two categories:

Those managed with each person/company having one contact record, kept up to date over time. With this model, there is generally no duplication of contact records (except when created by mistake).

Contacts where the user enters the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself and there is likely considerable duplication of contacts.

Enterprise Permitting & Licensing stores contacts as in category 1 above. Tyler migrates contacts put into EG_Template without a master 'contact' record link (category 2 above) into custom field memo boxes to avoid duplication of contacts within the Enterprise Permitting & Licensing contact repository. For example, when populating the permit contacts, for contacts in category 1, input the record into the 'permit_contact' table. Input contacts for category 2 into the 'permit_contact_no_key' table.

Multiple Legacy Data Sources

When presenting multiple data sources, ensure population of EG_Template for all data sources. At the main table level, an optional column exists for the legacy data source. Tyler provides this column to easily count or research records originating from a particular legacy data source.

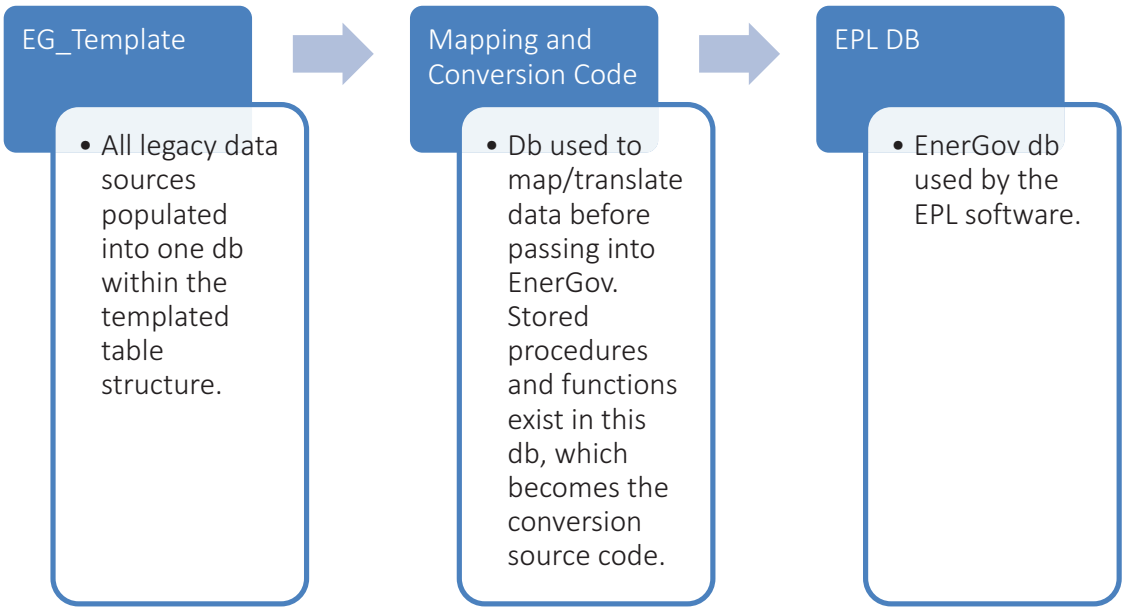
Overall Architecture of Conversion

There are 3 SQL Server databases involved in the conversion process.

EG_Template (for legacy data)

Enterprise Permitting & Licensing (the production Enterprise Permitting & Licensing db)

A database containing all conversion processes and mapping tables; maintained by Tyler's data conversion team. This db translates the data from EG_Tempate into the Enterprise Permitting & Licensing db.



Progression of Conversion Development Process

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	College Station	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /College Station	Dependent on completed Enterprise Permitting & Licensing configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to Enterprise Permitting & Licensing	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor Enterprise Permitting & Licensing configuration changes
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client. Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	Resulting Enterprise Permitting & Licensing database will be provided to the College Station
7	Review and either sign-off or request changes	College Station	College Station team will review the data and the interaction with it in the Enterprise Permitting & Licensing software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until the College Station signs off on the conversion

Progression of Final Conversion Cutover Process (Go-Live)

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Client	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting Enterprise Permitting & Licensing database will be provided to College Station team. This will be the production Enterprise Permitting & Licensing db
3	Go-Live	Tyler /Client	Verification of Enterprise Permitting & Licensing db and site functionality - Data Conversion sign-off Move to production phase

Data Import Areas

Business Management

Business entity (Only for Business Licensing)
License master basic information
License Contacts
Contacts – Unique (keyed) contacts converted to global contacts
Non-keyed contacts converted to a Memo Custom Field or a standard note Parcel and Addresses
Reviews and Approvals – Converted to Activity
Fees
Bonds and Escrow
Activities and Actions
Conditions
Notes
Holds
Initialized Workflows
Attachments
Contractors
Business Types & NAICS codes
Payment and Fee History

Community Development: Code Cases

Code Case master basic information
Code Case Contacts and Properties
Contacts – Unique (keyed) contacts converted to global contacts
Non-keyed contacts converted to a Memo Custom Field or a standard note
Parcels and Addresses
Reviews and Approvals – Converted to Activity Active Fees
Activities and Actions
Notes
Holds
Initialized Workflows
Attachments
Violations

- Fees
- Payments
- Notes

Meetings and Hearings
Zones
Requests
Payment and Fee history

Community Development: Permits

Permit master basic information
Permit Contacts
Contacts – Unique (keyed) contacts converted to global contacts
Non-keyed contacts converted to a Memo Custom Field or a standard note
Parcels and Addresses
Reviews and Approvals – Converted to Activity
Inspections and Inspection Cases
Sub-Permit Associations – Visible in workflow and attached records section
Fees
Meetings and Hearings
Bonds and Escrow
Activities and Actions
Conditions
Notes
Zones
Holds
Renewals
Initialized Workflows
Attachments
Contractors
Projects
Payment and Fee History

Community Development: Plans

Plan master basic information
Plan Contacts
Contacts – Unique (keyed) contacts converted to global contacts
Non-keyed contacts converted to a Memo Custom Field or a standard note
Parcels and Addresses
Reviews and Approvals – Converted to Activity
Inspections and Inspection Cases
Fees
Meetings and Hearings
Bonds and Escrow
Activities and Actions
Conditions
Notes
Zones
Holds
Initialized Workflows

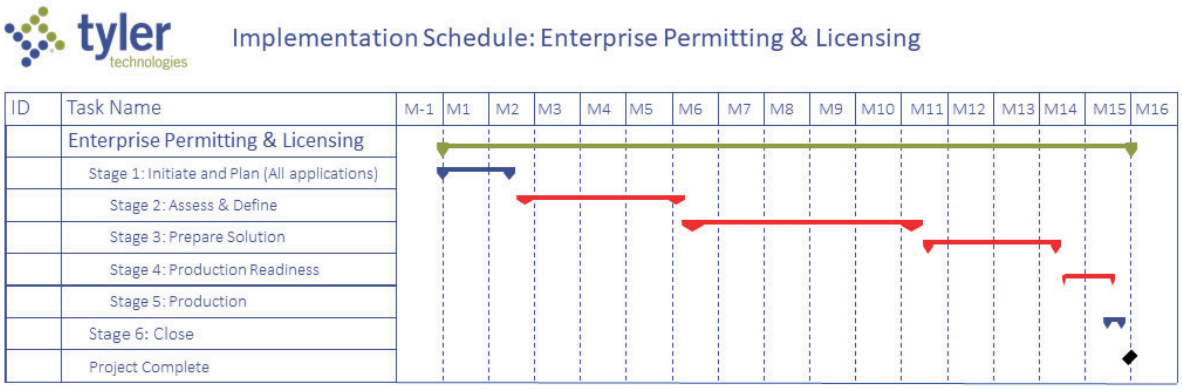
Attachments
Projects
Payment and Fee history

Additional Appendices

This work package is not applicable.

Project Timeline

Enterprise Permitting & Licensing 16 Month Timeline



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

This work package is not applicable.

Exhibit B
Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:	Craig Dixon
Quote Expiration:	5/31/26
Quote Name:	Tyler EPL proposal, College Station

Sales Quotation For:
COLLEGE STATION, TX CITY OF
ACCOUNTS PAYABLE
PO BOX 9960
COLLEGE STATION TX 77842-7960

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Enterprise Permitting & Licensing User		$ 201	90	$ 217,530
Enterprise Permitting & Licensing Foundation		$ 2,014	1	$ 24,169
Business Management Suite		$ 1,664	1	$ 19,966
Community Development Suite		$ 1,664	1	$ 19,966
Enterprise Permitting & Licensing Extensions				
eReviews		$ 2,540	1	$ 30,474
Decision Engine		$ 1,314	1	$ 15,763
Citizen Connect - Business Management		$ 963	1	$ 11,559
Tyler Content Manager SE (2nd instance)		$ 833	1	$ 10,000
Citizen Connect - Community Development		$ 701	1	$ 8,407

Enterprise Permitting & Licensing - Read Only User		$ 31	20	$ 7,320
Enterprise Service Requests (Back office only, does not include mobile app)		$ 216	1	$ 2,597
SSRS Reporting Access - Per User		$ 131	1	$ 1,576
Sub-Total:				$ 369,327
Less Discount				*$ 92,321*
TOTAL	**3.00**			**$ 277,006**

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Configuration Training	64	$ 225	$ 14,400	$ 0
Custom Forms/Letters	10	$ 3,000	$ 30,000	$ 0
Data Conversion	1	$ 0	$ 0	$ 0
GIS Analyst	24	$ 225	$ 5,400	$ 0
Integration Services for API/SDK Support	40	$ 250	$ 10,000	$ 0
Production Support	140	$ 225	$ 31,500	$ 0
Professional Implementation Services	960	$ 225	$ 216,000	$ 0
Project Manager Services	520	$ 225	$ 117,000	$ 0
TCM Configuration for EPL	40	$ 225	$ 9,000	$ 0
Train the Trainer	80	$ 225	$ 18,000	$ 0
TOTAL:			**$ 451,300**	**$ 0**

Payments

Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus									

Enterprise Permitting & Licensing						
Enterprise Permitting & Licensing Payments	Permits		0.50%	$ 0.50	X	X
Enterprise Permitting & Licensing Payments	Code Enforcement		0.50%	$ 0.50	X	X
Enterprise Permitting & Licensing Payments	Licenses		0.50%	$ 0.50	X	X
Enterprise Permitting & Licensing Payments	Planning		0.50%	$ 0.50	X	X
Payments - Other Fees						
Client eCheck Cost		$ 1.95				
Credit Card Chargebacks		$ 15.00				
eCheck Rejects		$ 5.00				

Client Card Cost - Interchange Plus Per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

Client eCheck Cost Per electronic check transaction.

eCheck Rejects When an eCheck Transaction comes back as declined (e.g bounced check)

Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Payments Your use of Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Third-Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint /SaaS	Unit Maint/SaaS Discount	Total Maint / SaaS
Third Party							

Payments PCI Service Fee (Per Device)	2	$ 0	$ 0	$ 0	$ 360	$ 0	$ 360
Hardware							
Payments EMV Terminal Purchase	2	$ 529	$ 0	$ 1,058	$ 0	$ 0	$ 0
TOTAL				**$ 1,058**			**$ 360**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 277,006
Total Services	$ 451,300	$ 0
Total Third-Party Hardware, Software, Services	$ 1,058	$ 360
Summary Total	**$ 452,358**	**$ 277,366**
Estimated Travel Expenses	**$ 32,000**	

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Custom Forms/Letters are ground up single record custom report based on client specifications. A form/letter returns data from a single record in EnerGov (permit, code case, etc).

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Business Management Suite includes Civic Access for Business Management and Business Management Executive Insights

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

Enterprise Permitting & Licensing User includes back-office and Workforce Mobile access

eReviews enables the electronic review and markup process of submitted plans and other documentation within the regulatory process. eReviews also requires third party software either from Avolve's DigEplan (which is sold by Tyler) or Bluebeam (sold separately through Bluebeam resellers) to be purchased.

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.

Project Delays and Change Control: Any delays in the client's completion, review, or acceptance of deliverables that extend the project timeline will be subject to the change control process. This may result in additional costs, including, but not limited to, extra service hours for project management, consulting, and conversion development.

Cancellation Policy: If the client cancels services with less than two (2) weeks' notice, the client will be liable to Tyler for all non-refundable expenses incurred on the client's behalf and (ii) daily fees for the canceled services if Tyler is unable to reassign its personnel.

Implementation Service Hours: Implementation service hours are scheduled and provided in increments of four (4) or eight (8) hours. The implementation service hours assume a 75% remote and 25% onsite split but can vary per project. The hours do not include travel expenses.

Public Administration Security Console (PASC): PASC is a tool that allows Support staff to access client environments using specified Tyler-owned accounts with rolling passwords.

Client Responsibility for GIS Services: The client is responsible for providing and maintaining the GIS services required by Enterprise Permitting & Licensing in compliance with Tyler's GIS deployment guidelines.

eReviews facilitates the electronic review and markup of plan submittals and other documents by client personnel. This functionality requires a Bluebeam Core or Complete software license for each reviewer, estimated at $300 per user annually, and a subscription to Bluebeam Studio Prime, estimated at $2,500 for 100 users annually. The client must purchase these licenses and subscriptions separately. Additional pricing details are available upon request.

Civic Access serves as the client's online portal for citizens. Tyler will ensure the portal is operational and integrated with GIS, configure the payment portal (if applicable), and provide training for Civic Access configuration. The client configures online applications and other components not specified above.

Hub is a platform that allows clients to customize individual user dashboards for tasks and data visualization. Tyler will connect the EPL data source to Hub and provide training for user dashboard personalization. The client is responsible for personalizing and maintaining user dashboards. Any additional data source connections to Hub will be subject to the change control process and may incur additional costs.

Decision Engine is a web-based extension for Civic Access that guides citizens to the appropriate online applications through a series of questions. Tyler will establish the connection, troubleshoot as needed, and provide training for application configuration. The client is responsible for designing and implementing the questionnaires.

Implementation Notes
Enterprise Permitting & Licensing (EPL) Implementation: This implementation follows a shared services model. Tyler configures 15 unique case types as examples, with the client completing the remaining configuration. Each unique case type configured by Tyler is estimated to require 25-30 hours for definition, configuration, and validation. Tyler will configure 10 geo rules and 10 automation events. The client will manage all additional configuration tasks.

Tyler's Responsibilities
Tyler's implementation team will primarily handle the following tasks:
• Training on EPL functionality.
• Providing training, best practices, and consultation on software configuration and maintenance for EPL and Civic Access applications.
• Establish connections between EPL, Civic Access, and the client-published GIS map services and configure EPL's Live Link component.
• Configure and validate core EPL functionalities, including global settings and initial user roles.
• Configure and validate the payment system for EPL and Civic Access or enable electronic payments based on client-supplied payment gateway information (where applicable, depending on the contract and the client securing an approved payment gateway).
• Configure and validate integrations between Tyler products (Enterprise ERP, Cashiering, Content Manager, Enterprise Service Requests, and others as applicable based on the contract).

Client's Responsibilities
The client's Subject Matter Experts (SMEs) are expected to be available approximately 25-50% of each week (depending on the number of processes) throughout the project to perform configuration and validation, in addition to time spent with the Tyler team. The client's configuration team should plan to dedicate 30-45 hours per process following the completion of configuration training.

The client's SMEs will primarily be responsible for the following tasks:
• Configuring Case Types and Work Classes, including all associated module components.
• Set up system configurations (e.g., Holidays, Zones, Hold Types, Hearing Types, etc.).
• Configure dynamic custom fields for Report Setup.
• Configure users and user roles.
• Configure Workflow components and Workflow Templates (e.g., Steps, Actions, Submittal Types, Item Reviews, etc.).
• Customizing and administering Civic Access (e.g., allowed Case Types, Application instructions, Geo Rules, Themes, Headers, Menus, Security Settings, etc.).
• Configure Automation Events (e.g., Intelligent Objects, standard Intelligent Queries) to manage tasks such as emails, tasks, Geo Rules, etc.
• Manage any additional configuration tasks as the client desires.

Integration Notes
Enterprise Permitting & Licensing (EPL) API Implementation & Support: Tyler's services for EPL API implementation are limited to delivering the API and providing guidance to the client's integration development team. Tyler does not offer integration development services for EPL API/SDK toolkits. The client, or a chosen third-party integrator, will be responsible for all development work related to the API/SDK. The client will be responsible for the development of SeeClickFix, with Tyler providing API support.

Integration with Cashiering: Cashiering is a centralized point-of-sale application for Tyler products. Tyler will configure, test, provide training, and support the go-live for Cashiering functionality EPL uses.

Integration of EPL to Enterprise ERP Financial Management: This integration exports Tyler's standard financial transaction data from EPL to Enterprise ERP financial software. Tyler will configure, test, provide training, and support the go-live based on the EPL user interface. The client is expected to be proficient in the Enterprise ERP financial software.

Integration with Executive Insights: Tyler will establish the connection and verify the data exchange between Executive Insights and EPL.

Conversion and Reports Notes

Full Conversion: The Client will provide Tyler with up to [1] legacy data sources [TRAKIT] containing data related to Permitting, Planning, Inspection, and Code Enforcement from the legacy system. The Client is responsible for extracting the data from their legacy system(s) and delivering it to Tyler in an acceptable format. Tyler will not manipulate or correct the legacy data on behalf of the Client; the Client must resolve any data quality issues before submission. Tyler will populate the Data Conversion Template database (DCT-DB) with the legacy data for conversion into EPL. Tyler will use the completed DCT-DB to produce a mapping document to enable the Client to correlate legacy data fields with EPL fields. The Client is responsible for all data mapping decisions and document completion. The DCT-DB and mapping document provided by the client will translate the legacy data into the EPL software, constituting a "conversion pass."
The scope of this implementation includes six (6) conversion passes: two (2) evaluation passes, one (1) simulated go-live pass, and one (1) final go-live pass.

No additional conversion services are included in the scope of this implementation.

Custom Reports: The scope includes 0 custom reports designed from the ground up based on Client specifications. These reports return data from multiple records based on selection criteria.

Custom Forms/Letters: The scope includes up to 10 custom forms or letters created from the ground up based on Client specifications. These forms or letters return data from a single record (e.g., permit, code case).

Training Notes
Each 40-hour training engagement includes four (4) full days (8 hours per day) of direct instruction and up to 8 hours of preparatory and administrative time. This preparatory time allows trainers to understand client needs, develop schedules, set up software environments, and complete necessary documentation.

The following training engagements are included in the scope of this implementation:

• Solutions Orientation Training: To assist new clients with the tools necessary for a successful Enterprise Permitting & Licensing software implementation, we are pleased to offer an introductory training course built for the needs of each of our clients. This training is designed to achieve the following objectives:
o Learn general terminology

o Experience the basic functionality of the software
o Encourage client-side discussions
o Discover some of the software capabilities available for consideration
o Improve communication between Tyler and the client through software knowledge
o Prepare the client for the Assess & Define process through exposure to the functionality of the software

• Configuration Training: To assist new clients with the tools necessary for a successful Enterprise Permitting & Licensing software implementation, we are offering a Configuration training course built for the needs of our clients who take on this process. This type of configuration training is also part of a Shared Services contract. This training is designed to achieve the following objectives:
o Learn general terminology
o Experience the basic functionality of the software
o Understand best practices for configuration standards

• Solution Validation: A critical part of the implementation process. It allows municipality employees to log in to Enterprise Permitting & Licensing and verify that the configuration is correct. During the training, students learn about end-user functionality in each module to ensure they are comfortable with the subject matter before testing. Instructors teach students how to test, not about business processes. Users learn how to test the applications to get accurate results. The class is taught in the client's testing environment. The objectives are to ensure that each user:
o Experiences basic functionality of the suite
o Examines how to read the Solution Validation Training guides
o Understands how to test the applications

• Train the Trainer: Advanced training aimed at developing software subject matter experts (SMEs) within your municipality. Tyler trainers will conduct relevant end-user sessions, followed by attendees demonstrating their understanding of the topics. Each attendee will be evaluated on software knowledge and knowledge retention.

SaaS Renewal: The city will have the option to renew Tyler's three-year SaaS agreement with a 4% escalator in year 4 (normally 5%), and another 4% escalator in year 5.

Year 1 = $277,006

Year 2 = $277,006

Year 3 = $277,006

Year 4 = $288,086

Year 5 = $299,609

Exhibit C
Invoicing and Payment Terms & Business Travel Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement. We will invoice you the fees for the performance bond, set forth in the Agreement, within 10 days of the effective date of the Agreement.

1. Tyler Annual Services.
   1.1. *SaaS Services*. For year 1 of the initial term, SaaS Fees are invoiced on a quarterly basis, beginning on the first day of the month of the second quarter. After year 1 of the initial term, SaaS fees are invoiced annually in advance. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be as set forth in Section 4.02 of the Contract.
   1.2. *Other Annual Services*. Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.
   2.1. *Professional Services Generally*: Unless otherwise indicated below, fees for Tyler services are invoiced as delivered. The foregoing notwithstanding, Tyler agrees to withhold ten percent (10%) of the implementation fees associated with a project phase (as set forth in the Project Plan) (the "Retention"), with such Retention to be payable forty-five (45) days following the applicable phase live date. Tyler reserves the right to invoice for the Retention in the event the Client delays a live date by more than ninety (90) days (whether consecutive or cumulative) and such delay in not caused by Tyler's failure to perform.

   2.2. *Consulting Services*: Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
   2.3. *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.4. *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable

modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.5. *Other Fixed Price Services*: Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.

3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.

3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.

3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit C
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy. Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately. Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations

shall not be reimbursed.

In the event Tyler employees travel to College Station, Tyler agrees to make reasonable efforts for Tyler employees to stay in hotel lodging within College Station city limits.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration.

Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

7. Receipts Required for Reimbursement

Consultant is required to provide City with actual and itemized receipts for airfare, lodging, and vehicle rentals in order for City to approve and reimburse Consultant for any of the expenses incurred under this Agreement for business travel. For meals, incidentals, and other smaller expenses, Contractor will provide a document with per diem/per employee cost, and/or indicate such expenses on the applicable invoice.

Exhibit D
Insurance Certificates and Performance Bond

Insurance Certificate

PERFORMANCE BOND (to be executed after contract execution)

Bond No._____

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

THAT WE, Tyler Technologies, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto _____, 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 _____ **Dollars ($**_____) 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 implementation services, licensing, support and maintenance for Enterprise Permitting & Licensing software, all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

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

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

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time,

without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

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

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

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

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

Bond No._____

FOR THE CONTRACTOR:

ATTEST & SEAL: **(SEAL)**

Tyler Technologies, Inc.

By: _____ **By:** _____

Name: _____ **Name:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

FOR THE SURETY:

ATTEST/WITNESS **(SEAL)**

(Full Name of Surety)

_____

By: _____ _____

Name: _____ _____

(Address of Surety for Notice)

Title: _____

Date: _____ **By:** _____

Name: _____

Title: _____
Date: _____

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/18/2026

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

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

PRODUCER
MARSH USA, LLC.
99 HIGH STREET
BOSTON, MA 02110

CN102891976-TTI-GAWX+-25-26

CONTACT NAME: Finn Davis
PHONE (A/C, No, Ext): (617) 999-7893 **FAX (A/C, No):**
E-MAIL ADDRESS: Finn.Davis@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : QBE Specialty Insurance Company	11515
INSURER E :	
INSURER F :	

INSURED
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024

COVERAGES **CERTIFICATE NUMBER:** NYC-012569981-01 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			10UENBA4DHY	04/01/2025	04/01/2026	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 1,000,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			10UENBK8G3C	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			10XHUBC1DGX	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10WNS88300	04/01/2025	04/01/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Professional Liability/Cyber			130001996	06/17/2025	06/17/2026	Limit		10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of College Station, its officials, agents, employees and volunteers is/are included as additional insured (except workers' compensation and professional liability) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER
City of College Station
P.O. Box 9960
College Station, TX 77842

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

AUTHORIZED REPRESENTATIVE
Marsh USA LLC

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AGENCY CUSTOMER ID: CN102891976
LOC #: Boston

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

The Professional Liability/Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sublimits or deductibles, please contact the insured.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

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

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

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

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

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

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

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

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

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

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

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

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

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business

and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V - DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in a. above;
      (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   a. Refusal to employ that person;
   b. Termination of that person's employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
12. **"Insured contract"** means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

      Premises Rented To You Limit described in Section **III** - Limits of Insurance;
   b. A sidetrack agreement;
   c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily

injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    - **a.** False arrest, detention or imprisonment;
    - **b.** Malicious prosecution;
    - **c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
    - **d.** Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    - **e.** Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
    - **f.** Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
    - **g.** Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard":**
    - **a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      - **(1)** Products that are still in your physical possession; or
      - **(2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
        - **(a)** When all of the work called for in your contract has been completed.
        - **(b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
        - **(c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

      Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
    - **b.** Does not include "bodily injury" or "property damage" arising out of:
      - **(1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
      - **(2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
      - **(3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:
    - **a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
    - **b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

    As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:
    - **a.** Stored as or on;
    - **b.** Created or used on; or
    - **c.** Transmitted to or from;

    computer software, including systems and applications software, hard or floppy disks, CD-

    ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    - **a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

THE HARTFORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

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

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers ' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V- DEFINITIONS, C. is replaced by the following:

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

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto’s actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 10 WN S88300 **Endorsement Number:** 46
Effective Date: 04/01/2025 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: TYLER TECHNOLOGIES, INC
5101 TENNYSON PKWY
PLANO, TX 75024

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

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Countersigned by Susan L. Castaneda
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: **Policy Expiration Date:**

March 30, 2026 MARSH

To Whom it May Concern:

Tyler Technologies, Inc. renewed the following liability insurance on April 1, 2026:

INSURANCE TYPE	LIMITS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage $1,000,000 per occurrence; $2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence.
5. Umbrella/Excess Liability	$5,000,000

Blanket Endorsements if required by written contract:

- Additional Insured: Commercial General Liability and Business Automobile Liability.
- Primary and Non-Contributory: Commercial General Liability and Business Automobile Liability.
- Waiver of subrogation

The new policy term is 04/01/2026 to 04/01/2027.

Please do not hesitate to contact me with any questions.

Sincerely,

Thomas Honan

99 High Street, 14th Floor, Boston, MA 02110, USA
www.mmc.com

MarshMcLennan

Marsh GuyCarpenter Mercer OliverWyman

Exhibit E
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations. Upon written request, Tyler will provide a report for Availability.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit F
Third-Party Terms

RESERVED

Exhibit G
Data & Insights SaaS Services Terms

Updated 04/21/2022

This Data & Insights SaaS Services Terms of Services governs your use of the following solutions:

Property & Recording
- Assessment Connect
- Open Assessment

Enterprise Permitting & Licensing
- Enterprise Permitting & Licensing Business Management Feeds
- Enterprise Permitting & Licensing Community Development Feeds
- Community Development Executive Insights
- Enterprise Permitting & Licensing Advanced Automation with Executive Insights
- Enterprise Analytics and Reporting with Executive Insights
- Business Management Executive Insights
- Enterprise ERP Revenue Insights
- Citizen Connect
- Economic Intelligence

Enterprise ERP
- Enterprise ERP Analytics & Reporting w Executive Insights
- Enterprise ERP Financial Insights - Bundled
- Enterprise ERP Payroll & HR Insights
- Capital Project Explorer
- Citizen Connect
- Data & Insights Open Data
- Open Finance
- Economic Intelligence
- Executive Insights, ERP

Courts & Justice
- Court Analytics
- eFile Analytics
- Probation Analytics/Supervision Analytics
- Pre-trial Analytics

Public Safety

- Public Safety Analytics
- Law Enforcement Explorer
- Citizen Connect
- Law Enforcement Analytics
- Performance Dashboards

WHEREAS, Tyler has designed, developed, purchased or configured certain computer software systems which Tyler has designated as Data & Insights SaaS Services and has used such software in support of commercial and government programs; and

WHEREAS, Client desires to acquire from Tyler and Tyler wishes to grant to Client a non-exclusive license to use the Data & Insights SaaS Services as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

These Data & Insights SaaS Services Terms of Service govern the use and license rights associated with the Data & Insights SaaS Services. The parties are referred to herein individually as Party or collectively as Parties. Capitalized terms used in these Data & Insights SaaS Services Terms of Service but not defined herein are defined in the Base Agreement or other agreement with us governing your use of the Tyler software and services.

Section A — Definitions

- **"Base Agreement"** means the agreement executed by you and Tyler to which you are adding Data & Insights SaaS Services through signature upon an Order Form. For the avoidance of doubt, a Base Agreement is not an agreement signed by an entity Tyler acquired.
- **"API"** means application-programming interface.
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the Data & Insights SaaS Services but excluding Third-Party Services.
- **Confidential Information"** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law.
- **"Data & Insights Agreement"** means this Data & Insights SaaS Services Terms of Service and any special conditions agreed to by the Parties and included in the Order Form.
- **"Data & Insights SaaS Services"** means the Data & Insights off the shelf, cloud-based software service and related services, including support services, as

specified under this Data & Insights SaaS Services Terms of Service. Data & Insights SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.

- **"Data Storage"** means the contracted amount of storage capacity for your Client Data.
- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Effective Date"** means the date subscription start date identified in the Order Form or Purchase Order.
- **"External API Calls"** means any request made by a user that is not logged in against a SaaS Service.
- **"Monthly Active Users"** or **"Users"** used interchangeably, means a user that is logged in and accesses the Data & Insights SaaS Services.
- **"Order Form"** or **"Purchase Order"** means an ordering document, referencing or including a Quote or Investment Summary, specifying the Data & Insights SaaS Services and any Professional Services to be provided hereunder that is entered into between Client and Tyler, including any addenda and supplements thereto.
- **"Quote"** or **"Investment Summary"** means an estimate provided by Tyler for the SaaS Services or Professional Services.
- **"Third-Party Data"** means an aggregated dataset solution by a third-party data provider and shall be treated as Confidential Information.
- **"Third-Party Data Purpose"** means to use the Third-Party Data alone or in conjunction with other intelligence, data, or logic for internal modeling, targeting, measurement, and internal reporting solely for the benefit of the Client.
- **"Third-Party Services"** means if any, third-party web-based services, content, or platforms, including but not limited to third party stock photos and third-party map location services, which are available at no additional charge to you through the Data & Insights SaaS Services.
- **"Updates"** means any enhancements, additions, new releases, bug fixes, patches, modifications or other error corrections of or to the SaaS Software or Third-Party Data licensed to Client that Tyler generally makes available free of charge to licensees of the solutions.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

Section B — Data & Insights SaaS Services

1. Rights Granted. As of the Effective Date, Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services on a subscription basis according to the terms of the Base Agreement and this Data & Insights Agreement. The SaaS Services will be made available to Client according to the terms of the applicable Service Level Agreement. Client may use the SaaS Services to access Updates and enhancements to the SaaS Services, as described in herein. Unless otherwise terminated, Client's right to access or use the SaaS Services will terminate at the end of the subscription period defined in the Order Form or Base Agreement, as applicable.

2. SaaS Fees and Usage Limits. Client agrees to pay the fees identified in the Order Form in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges that continued access to the Data & Insights SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the Data & Insights SaaS Services. We may also terminate this Data & Insights Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate. During the subscription period, Tyler reserves the right to exercise the usage limits set forth in the Order Form. If Client exceeds the contractual usage limits, Tyler may work with Client to seek to reduce Client's usage so that it conforms to that limit. If Client is unable or unwilling to abide by a contractual usage limit, or if Client wishes to increase usage limits, it will require a written contract amendment, modification, or Client will execute an Order Form for increased usage limits.
3. Ownership and Reservation of Rights.
    a. This Data & Insights Agreement does not provide Client with title or ownership of the Data & Insights SaaS Services, or Third-Party Data, but only a right of limited use as further delineated herein. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Data & Insights Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Tyler reserves all rights unless otherwise expressly granted in this Data & Insights Agreement. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Agreement. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.
    b. When Client uploads or provides Client Data through the use of the Data & Insights SaaS Services, Client grants to Tyler a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license during the subscription period to use, reproduce, publicly display, distribute, modify, create derivative works of, index, and translate the Client Data as needed in response to, and as directed by, a User's use of the Data & Insights SaaS Services and as needed for the compliance of this Data & Insights Agreement and for the purpose of providing analytics to a User.
    c. Tyler may access and develop derivative data assets and insights based on combined, aggregated, anonymized views of Client Data, that Client has not made publicly available, for the purposes of providing new features and functionality, and performing aggregated statistical analysis by providing benchmarks and models.
    d. Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent

necessary to carry out our obligations contained in this Data & Insights Agreement, Tyler does not create or endorse any data used in connection with the Data & Insights SaaS Services.

e. If Client provides feedback, information, and/or or suggestions about the Data & Insights SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

a. You may not: (a) except as explicitly provided for herein, make the Data & Insights SaaS Services or Documentation resulting from the Data & Insights SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Data & Insights SaaS Services; (c) access or use the Data & Insights SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Data & Insights SaaS Services or Documentation available to any third party other than as expressly permitted by this Data & Insights Agreement; (e) use the Data & Insights SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the Data & Insights SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the Data & Insights SaaS Services or its related systems or networks.

b. Client acknowledges and understands that the Data & Insights SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the Data & Insights SaaS Services could cause personal injury (including death) or property damage. The Data & Insights SaaS Services are not designed to process or store data protected under the Family Education Rights and Privacy Act ("FERPA"), data from Criminal Justice Information Services ("CJIS"), or other sensitive data, and by using the Data & Insights SaaS Services, Client acknowledges and agrees that Client is using the Data & Insights SaaS Services at Client's own risk and that Client is solely responsible for use of data with the Data & Insights SaaS Services in any manner that is contrary to the uses for which the Data & Insights SaaS Services are designed and offered for use in this Agreement. If Client intends to use the

Data & Insights SaaS Services to store or transmit Protected Health Information (PHI), then the Parties will scope the additional usage and it will require a written contract amendment and will include a mutually agreeable Business Associate Agreement.

c. Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on Data & Insights SaaS Services, if, in our reasonable judgment, we discover your use of the Data & Insights SaaS Services threatens the security, integrity, stability, or availability of the Data & Insights SaaS Services, or is otherwise in violation of this Data & Insights Agreement, we may temporarily suspend the Data & Insights SaaS Services, or User access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the Data & Insights SaaS Services.

5. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the Data & Insights SaaS Services and any technical or policy controls, in compliance with the terms of this Data & Insights Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Data & Insights Agreement by your internal users and contractors.
6. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the Data & Insights SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the Data & Insights SaaS Services, Client Data, and instructions to Tyler regarding the same.
7. Client Data Backup. The data on the Data & Insights Platform is a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client in the Tyler hosting Agreement.
8. Return of Client Data. Upon request, Tyler will make the Data & Insights SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Data & Insights Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.
9. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the

confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Client Restrictions herein.

10. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Data & Insights Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the Data & Insights SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.
11. Confidentiality. In the absence of a corresponding provision in the Base Agreement, the following provision shall apply:

    Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Data & Insights Agreement. This obligation of confidentiality will not apply to information that:

    a. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Data & Insights Agreement by a party or its employees or agents;
    b. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    c. a party receives from a third party who has a right to disclose it to the receiving party; or
    d. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Data & Insights Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

Section C — Warranty

1. SaaS Services Warranty. Tyler warrants to Client that the functionality or features of the Data & Insights SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update

functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at https://support.socrata.com.

Section D — Third-Party Services

1. Third -Party Services. Client may be provided with access and usage of Third-Party Services through use of the Data & Insights SaaS Services. Client may use the Third-Party Services at Client's election, but Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts and use may include separate fees and charges. Client will have access to the following Third-party Services for use within the software, however, the availability of any of these services is subject to change:
    - Getty Images: Within the platform's perspective story tool, customers have access to a library of images available for use in their story pages, terms and conditions located at http://www.gettyimages.com/connectterms.
    - Mapbox: Within the platform's visualization suite, the current mapping visualizations are powered by Mapbox, terms and conditions located at https://www.mapbox.com/legal/tos.
    - Mapquest: Geocoding provider that matches user-provided addresses with geographic coordinates for display on map visualizations terms and conditions located at http://hello.mapquest.com/terms-of-use/.
2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not warrant or guarantee the performance of the Third-Party Services.

Section E — Term

1. Term. Unless the Data & Insights SaaS Services are acquired through a Base Agreement with a defined term for SaaS Services (in which case that term shall apply), the initial term of the Data & Insights Agreement is forth in the Order Form. Unless expressly indicated otherwise in the Order Form, this Data & Insights Agreement and the subscription to the Data & Insights SaaS Services will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Data & Insights SaaS Services or Third-Party Data will terminate at the end of this Data & Insights Agreement.

Section F — Limitation of Liability

1. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS DATA & INSIGHTS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR

FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE DATA & INSIGHTS SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE DATA & INSIGHTS SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE DATA & INSIGHTS SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

2. LIMITATION OF LIABILITY. Unless the Data & Insights SaaS Services are acquired through a Base Agreement with a Limitation of Liability clause (in which case that term shall apply), OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS DATA & INSIGHTS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL DATA & INSIGHTS SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS DATA & INSIGHTS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.
3. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section G — Additional Terms and Conditions for Data & Insights SaaS Services With Open Data Functionality

1. Tyler may make certain other Tyler Applications available to Client. The use of Open Assessment, Data & Insights Citizen Connect, Data & Insights Capital Project Explorer, Data & Insights Citizen Connect, Data & Insights Open Data, Data & Insights Open Finance, Open Finance, and/or X-Connect Applications, either alone or in connection with the Data & Insights SaaS Services, is governed by this Data & Insights Agreement and the Agreement. Client must also comply with the following terms and conditions when using the above named Applications.
2. The Data & Insights SaaS Services may provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. If the functionality is provided, then Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users (“Public User”) of Client Data, and the enforcement thereof. Client is responsible to ensure all Users comply with the terms and conditions of this Amendment. Once an internal user makes Client Data publicly available using the Data & Insights SaaS Services, Tyler has no control over a Public User’s use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such

usage. If the Data & Insights SaaS Services provide you with this functionality, then Users have the ability within the Data & Insights SaaS Services to remove the public permissions applied to Client Data.

3. Tyler reserves the right to develop derivative data assets based on Client Data that exists in the public domain. Tyler may use, index, disclose, commercialize, and transfer the derivative data assets for any lawful purpose, including but not limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
4. APIs. The Data & Insights SaaS Services may provide access to the applicable application-programming interface ("API") as part of the Data & Insights SaaS Services under the terms of this Data & Insights Agreement. Subject to the other terms of this Data & Insights Agreement and if the Data & Insights SaaS Services provides access to the APIs, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.
    a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Amendment Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.
    b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.
    c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Data & Insights Agreement are not contingent on access to or availability of any Non-Tyler Application.
    d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

Section H — Additional Terms and Conditions for Third-Party Data Vendor Solutions/Applications

1. Tyler may make certain Third-Party Data Vendor Applications available to Client. The use of Tyler Recovery Insights, Economic Intelligence, Small Business Revenue Metrics, Mobility Metrics, Consumer Spending Metrics, and/or Small Business Revenue Metrics either alone or in connection with the Data & Insights

SaaS Services is governed by this Data & Insights Agreement and the Agreement. Client must also comply with the following terms and conditions when using the above mentioned Applications.

2. License Grant for Third-Party Data. Any use of Third-Party Data shall be limited to the Third-Party Data Purpose. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.
3. Restrictions for Third-Party Data.
    a. Client shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Third-Party Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Third-Party Data; (iii) re-identify, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Third-Party Data, in whole or in part; (iv) remove any proprietary notices from the Third-Party Data; (v) use the Third-Party Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable Law; or (vi) make Third-Party Data available to for use or access to anyone other than Client.
    b. Client shall not publicly publish the dashboards that contain the Third-Party Data, but Client may publicly publish visualizations from the aggregate summary data.
    c. Client shall not remove any copyright or other proprietary notice or legend contained or included in Third-Party Data.
    d. Client expressly permits Tyler to share with the Third-Party Data providers Client's name, subscription term dates, applicable costs and fees for the Third-Party Data SKU(s) that Client subscribes to.
    e. Upon termination of the Agreement, or of a subscription that contains Third-Party Data, Client shall remove and destroy all copies of Third-Party Data.
    f. If any Third-Party Data is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing the Agreement; Client will give Tyler prompt notice and otherwise perform the functions required by applicable law.
    g. Client shall not use the Third-Party Data to attempt to identify behavior of a known individual for any reason.
    h. Client acknowledges and agrees that if the Third-Party Data includes SafeGraph data, up to .05% of the data will be salted data or seeds used to fingerprint the data provided to Client.
4. Updates. Tyler may in its sole discretion provide Updates to the Third-Party Data or replace with functionally equivalent.
5. Third-Party Data Warranty. TYLER DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, OR CURRENTNESS OF THE THIRD-PARTY DATA OR THAT THE FUNCTIONS PERFORMED BY THE THIRD-

PARTY DATA WILL MEET CLIENT'S REQUIREMENTS, THAT THE THIRD-PARTY DATA WILL BE ERROR FREE, OR THAT ALL THIRD-PARTY DATA DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, THE THIRD-PARTY DATA IS PROVIDED "AS IS".

April 9, 2026
Item No. 7.4.
SH6 Utility Relocates Bid Package 1 Construction Change Order

Sponsor: Jennifer Cain, Director Capital Projects, Susan Monnat

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a $672,793 change order with Norman Construction Services, LLC for the State Highway 6 Utility Relocation Bid Package 1, with $372,793 being covered by the current project contingency, and $300,000 coming from a new authorization of funds upon approval of this item.

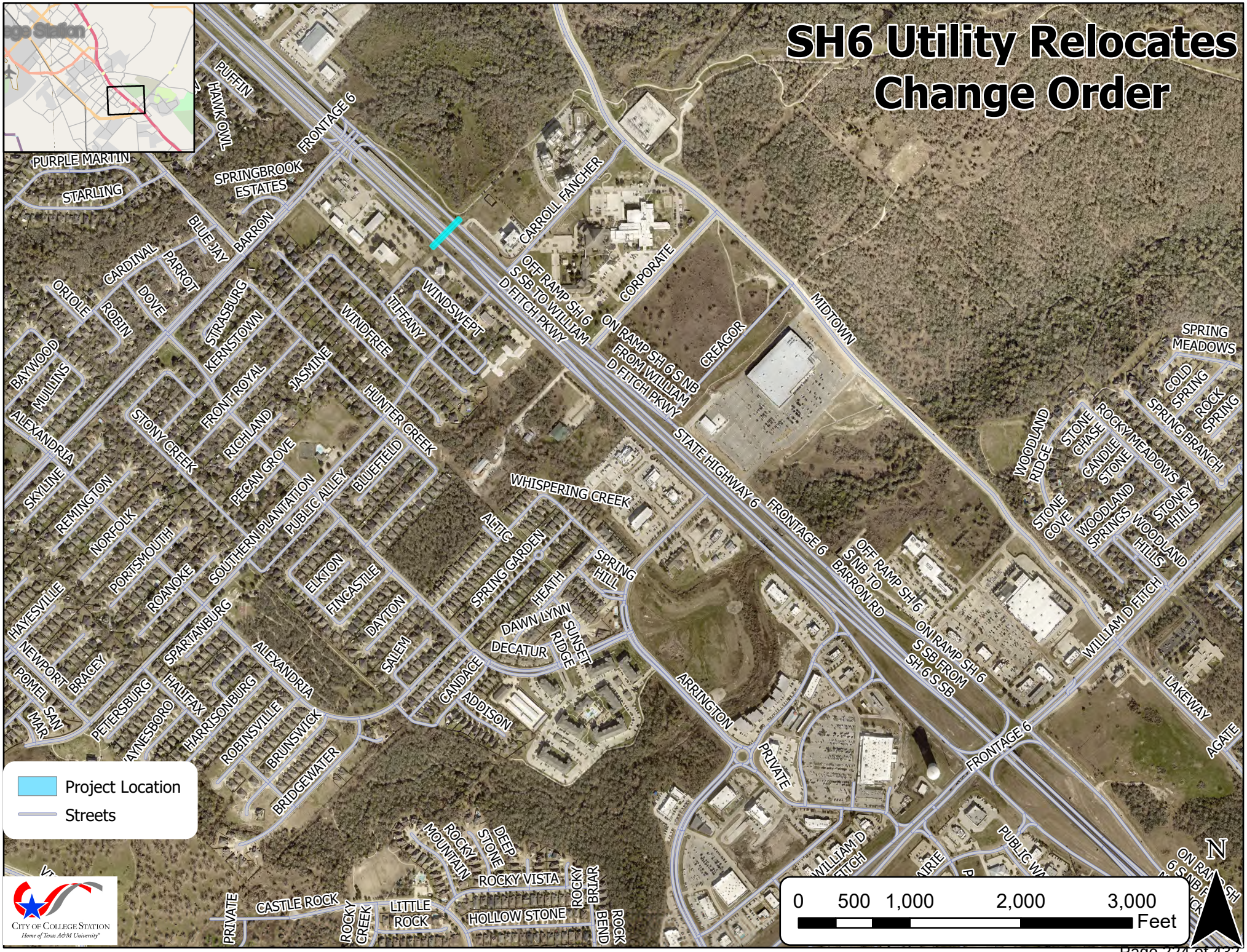
Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This change order is for utility work to clear a conflict which is impacting TxDOT's Big 6 Construction project. This water line conflict adjustment was previously identified, budgeted and scheduled for the upcoming bid package 2 planned for additional conflict relocations. Through close coordination with TxDOT this conflict was identified as a top priority relocation to minimize impacts to the Big 6 project. This change order would allow for expediting this work and the cost for it would be offset by a reduction of the cost of the upcoming SH 6 Utility Relocates Bid Package 2 which would have contained this scope. The total cost of the change order is $672,793.00, however $372,793.00 would be covered by the project contingency, which was authorized by City Council on 12/11/2025 when the project was awarded. This reduces the amount of authorization of funds needed to $300,000.00.

Budget & Financial Summary: A budget of $11,000,000 is available in the Water Capital Improvement Projects Fund. A total of $4,690,219 has been spent or encumbered to date, leaving a balance of $6,309,781 for this change order and future expenses.

Attachments:
1. SH6 Utility Relocates Change Order Map
2. SH6 Utility Relocates Change Order_26300186 CO3


SH6 Utility Relocates
Change Order
Project Location
Streets
0 500 1,000 2,000 3,000
Feet
N
City of College Station
Home of Texas A&M University
PURPLE MARTIN
STARLING
PUFFIN
HAWK OWL
FRONTAGE 6
SPRINGBROOK ESTATES
BLUE JAY
BARRON
CARDINAL
PARROT
DOVE
ORIOLE
ROBIN
BAYWOOD
MULLINS
ALEXANDRIA
SKYLINE
REMINGTON
NORFOLK
PORTSMOUTH
ROANOKE
HAYESVILLE
NEWPORT
POMEL
SAN MAR
BRACEY
PETERSBURG
HALIFAX
SPARTANBURG
HARRISONBURG
ROBINSVILLE
BRUNSWICK
BRIDGEWATER
ALEXANDRIA
STRASBURG
KERNSTOWN
STONY CREEK
FRONT ROYAL
RICHLAND
PECAN GROVE
SOUTHERN PLANTATION
PUBLIC ALLEY
BLUEFIELD
JASMINE
WINDFREE
TIFFANY
WINDSWEPT
HUNTER CREEK
ELKTON
FINCASTLE
DAYTON
SALEM
CARROLL FANCHER
OFF RAMP SH 6 S SB TO WILLIAM D FITCH PKWY
ON RAMP SH 6 S NB FROM WILLIAM D FITCH PKWY
CORPORATE
CREAGOR
MIDTOWN
STATE HIGHWAY 6
FRONTAGE 6
WHISPERING CREEK
ALTIC
SPRING GARDEN
HEATH
DAWN LYNN
DECATUR
SUNSET RIDGE
SPRING HILL
CANDACE
ADDISON
ARRINGTON
OFF RAMP SH 6 S NB TO BARRON RD
ON RAMP SH 6 S SB FROM SH 6 S SB
WILLIAM D FITCH
LAKEWAY
AGATE
PRIVATE
FRONTAGE 6
SPRING MEADOWS
COLD SPRING
ROCK SPRING
SPRING BRANCH
ROCKY MEADOWS
STONE CHASE
CANDLE STONE
WOODLAND RIDGE
STONE COVE
WOODLAND SPRINGS
STONEY HILLS
WOODLAND HILLS
ROCKY MOUNTAIN
DEEP STONE
ROCKY VISTA
ROCKY BRIAR
ROCK BEND
HOLLOW STONE
LITTLE ROCK
ROCKY CREEK
CASTLE ROCK
PRIVATE

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 26300186 PROJECT#: WA2205 BID/RFP/RFQ#: 26-021

Project Name / Contract Description: Highway 6 Utilities Relocation

Name of Contractor: Norman Construction Services, LLC

CONTRACT TOTAL VALUE: $ 4,768,487.34 **Grant Funded** Yes ☐ No ■
If yes, what is the grant number: ☐

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

☐ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** 3 ☐ **OTHER** N/A

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

Vendor chosen as most qualified from RFP (CSP) 26-021 evaluation

Funding from account WA2205-CO2023

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 4/9/2026 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	DATE
ASST CITY MGR – CFO	DATE
LEGAL DEPARTMENT	DATE

APPROVED & EXECUTED

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

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

CHANGE ORDER NO 3:	DATE: 3/26/2026	CONTRACT #: 26300186
PO #: 26201107	PROJECT: SH 6 Utility Relocates WA2205	RFP/RFQ/ITB #: 26-021

OWNER:	**CONTRACTOR:**
City of College Station	Norman Construction Services, LLC
P.O. Box 9960	P.O. Box 223
College Station, Texas 77842	Wellborn, Texas 77881

PURPOSE OF THIS CHANGE ORDER:

The purpose of this change order is to clear an additional utility conflict which is impacting the TxDOT SH6 widening project. This water line conflict adjustment was previously identified, budgeted and scheduled for an upcoming bid package. After discussion with TxDOT it was identified as a top priority for their project schedule to have it completed sooner. This change order would allow for expediting this work and the cost of this work would be offset by the reduction of the cost of the upcoming SH 6 Utility Relocated bid package #2.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
CO3.1	LF	18" C900 Certa Lock Pipe W/30" Steel casing by bore	$1,374.00	0	145	$199,230.00
CO3.2	LF	Trench Safety	$250.00	0	20	$5,000.00
CO3.3	LF	18" C900 DR 18 Pipe	$375.00	0	20	$7,500.00
CO3.4	EA	24" MJ Gate Valve	$37,569.00	0	1	$37,569.00
CO3.5	EA	24" x 18" MJ Tee	$7,625.00	0	1	$7,625.00
CO3.6	EA	18" MJ Gate Valve	$24,150.00	0	1	$24,150.00
CO3.7	EA	18" x 45 Degree Bend	$4,250.00	0	2	$8,500.00
CO3.8	EA	18" MJ Cap	$2,300.00	0	1	$2,300.00
CO3.9	EA	Connect to 24" Waterline	$8,000.00	0	1	$8,000.00
CO3.10	EA	BacT Test	$4,500.00	0	1	$4,500.00
CO3.11	EA	Pressure Test	$4,500.00	0	1	$4,500.00
CO3.12	LF	Grout Fill Abandoned Line	$50.00	0	180	$9,000.00
CO3.13	LF	18" C900 Certa Lock Pipe W/30" Steel casing by bore	$1,374.00	0	160	$219,840.00
CO3.14	LF	Trench Safety	$250.00	0	21	$5,250.00
CO315	LF	18" C900 DR 18 Pipe	$375.00	0	21	$7,875.00
CO3.16	EA	18" x 18" MJ Tee	$5,250.00	0	1	$5,250.00
CO3.17	EA	18" MJ Gate Valve	$24,150.00	0	2	$48,300.00
CO3.18	EA	18" x 45 Degree Bend	$4,250.00	0	2	$8,500.00
CO3.19	EA	18" MJ Cap	$2,300.00	0	1	$2,300.00
CO3.20	EA	Connect to 18" Waterline	$8,500.00	0	1	$8,500.00
CO3.21	LF	Grout Fill Abandoned Line	$50.00	0	181	$9,050.00
CO3.22	SF	Concrete Paving Repair	$12.00	0	692	$8,304.00
CO3.23	LS	Bonding, Survey, Traffic Control, Erosion Control	$31,750.00	0	1	$31,750.00
					TOTAL	$672,793.00

THE NET AFFECT OF THIS CHANGE ORDER IS 18.6% INCREASE.

WA2205 -WTWOC -CONSTRUCT	$672,793.00		
TOTAL CHANGE ORDER	$672,793.00		
ORIGINAL CONTRACT AMOUNT	$4,021,344.00		
CHANGE ORDER NO. 1	$2,103.34	0.1%	CHANGE
CHANGE ORDER NO. 2	$72,247.00	1.8%	CHANGE
CHANGE ORDER NO. 3	$672,793.00	16.7%	CHANGE
REVISED CONTRACT AMOUNT	$4,768,487.34	18.6%	TOTAL CHANGE
ORIGINAL CONTRACT TIME	180 Days		
PREVIOUS CHANGE ORDERS	0 Days		
CHANGE ORDER NO. 3 DAYS	70 Days		
REVISED CONTRACT TIME	250 Days		
SUBSTANTIAL COMPLETION DATE	7/11/2026		
REVISED SUBSTANTIAL COMPLETION DATE	9/19/2026		

12/11/2025	COUNCIL APPROVED CONTINGENCY	$750,000.00		
	CONTINGENCY USED TO DATE	$74,350.34	$672,793.00	CO #3 TOTAL
	CONTINGENCY TO BE APPLIED CHANGE ORDER NO. 3	$372,793.00	$372,793.00	CONTINGENCY
	REMAINING CONTINGENCY AVAILABLE FOR PROJECT	$302,856.66	$300,000.00	AUTHORIZATION

APPROVED

Veronica Morgan	3/30/2026		
A/E CONTRACTOR	Date	DEPARTMENT DIRECTOR	Date
Gene Norman	3/31/2026		
CONSTRUCTION CONTRACTOR	Date	ASST CITY MGR - CFO	Date
Susan Monnat	3/31/2026		
PROJECT MANAGER	Date	CITY ATTORNEY	Date
		CITY MANAGER	Date

Revised 05/20/25

From: Susan Monnat
To: Alan Degelman
Subject: Fw: W2-260
Date: Thursday, March 26, 2026 1:52:21 PM

Get Outlook for iOS

From: Gary Norman Construction <gary@normanconstructionservices.com>
Sent: Wednesday, March 18, 2026 1:09 PM
To: Susan Monnat <smonnat@cstx.gov>; Veronica Morgan <v@mitchellandmorgan.com>; James Batenhorst <james@mitchellandmorgan.com>; Gene Norman <gene@normanconstructionservices.com>; Lisa Norman <lisa@normanconstructionservices.com>
Subject: W2-260

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

1) 145 LF @ $1,374.00 18" C900 Certa Lock Pipe W/ 30"Steel casing by bore	$199,230.00
2) 20 LF @ $ 250.00 Trench Safety	$5,000.00
3) 20 LF @ $375.00 18" C900 DR 18 Pipe	$7,500.00
4) 1 EA @ $37,569.00 24" MJ Gate Valve	$ 37,569.00
5) 1 EA @ $7,625.00 24"x18" MJ Tee	$7,625.00
6) 1 EA @ $24,150.00 18" MJ Gate Valve	$24,150.00
7) 2 EA @ $4,250.00 18"x 45 Degree Bend	$8,500.00
8) 1 EA @ $2,300.00 18" MJ Cap	$2,300.00
9) 1 EA @ $8,000.00 Connect To 24" Waterline	$8,000.00
10) 1 EA @ $4,500.00 BacT Test	$4,500.00
11) 1 EA @ $4,500.00 Pressure Test	$4,500.00
12) 180 LF @ $50.00 Grout Fill Abandoned Line	$9,000.00
13) 160 LF @ $1,374.00 18" C900 Certa Lock Pipe W/ 30" Steel Casing by Bore	$219,840.00
14) 21 LF @ $250.00 Trench Safety	$5,250.00
15) 21 LF @ 375.00 18" C900 DR 18 Pipe	$ 7,875.00
16) 1 EA @ $5,250.00 18"x18" MJ Tee	$5,250.00
17) 2 EA @ $24,150.00 18" MJ Gate Valve	$48,300.00
18) 2 EA @ $4,250.00 18"x45 Degree MJ bend	$8,500.00
19) 1 EA @ $2,300.00 18" MJ Cap	$2,300.00
20) 1 EA @ $8,500.00 Connect To 18" Waterline	$8,500.00
21) 181 LF @ $50.00 Grout Fill Abandoned Line	$9,050.00
22) 692 SF @ $12.00 Concrete Paving Repair	$8,304.00
23) Bonding, Survey,Traffic Control, Erosion Control	$31,750.00
Total	$672,793.00

Susan I bid this using PVC, Ductile Iron is still a 4 month dilivery. If you have any questions please give me a call

Gary Arnold - Estimator
Norman Construction Services, LLC.
PO Box 223
Wellborn, TX 77881
979-436-2716

BOND RIDER

To be attached to and form a part of :

Bond No.: **022241120**

Cross Ref Bond No.:

Type of Bond: Performance and Payment Bonds

Dated effective: December 11, 2025

Executed by: Norman Construction Services, LLC

, as Principal,

And by: Liberty Mutual Insurance Company , as Surety,

In favor of: City of College Station

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to:

Changing: Bond Amount

From: $4,021,344.00

Four Million Twenty-one Thousand Three Hundred Forty-four Dollars And Zero Cents

To: $4,768,487.34

Four Million Seven Hundred Sixty-eight Thousand Four Hundred Eighty-seven Dollars And Thirty-four Cents

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective: March 26, 2026

Signed and Sealed on: March 26, 2026

Principal Name: Norman Construction Services, LLC

By:

Surety Name: Liberty Mutual Insurance Company

By:

David T. Satine, Attorney-in-Fact

Agency Name: Alter Surety Group, Inc

Agency Address: 13341 W US Hwy 290, Bldg 2, Suite 237, Austin, TX 78737

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213376-984816**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David T. Satine; Jonathan A. Bursevich; Warren M. Alter

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

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

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTEAVISOA SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Liberty Mutual Surety
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.libertymutualsurety.com

ID-1404 (TX) (Rev. 5/19)

April 9, 2026
Item No. 7.5.
CSP/RFP COCS Post Oak Yard Expansion

Sponsor: Glenn Gavit

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with GridTech, LLC for the construction of the Post Oak Electric Substation Yard Expansion project, not to exceed $2,427,299.24.

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

Recommendation(s): Staff recommends award of bid and approval of an agreement with GridTech, LLC for the expansion of the Post Oak Substation for an amount not to exceed $2,427,299.24

Summary: Three (3) valid bids were received for Bid 26-005 to complete construction on the Post Oak Substation Yard Expansion. Staff independently evaluated the responses and is recommending the award to the best qualified candidate. GridTech, LLC earned higher points by all evaluators by demonstrating a clearer execution plan, a stronger understanding of the project schedule and critical path, and a more detailed approach to sequencing and coordination across all phases of work. GridTech, LLC also showed stronger staffing capacity, more clearly defined safety procedures, and clearer project leadership roles and oversight.

This project expands the substation yard with site grading and underground conduit work, construction of a concrete security wall and access gates, installation of supporting foundations for the wall, and upgrades to site cameras and security systems.

Budget & Financial Summary: Funds are allocated in the FY27 Electric capital budget.

Attachments:
1. GridTech Contract_26300361_Vendor Signed
2. 26-005 Award Scoring and Tabluation

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26000361 PROJECT #: N/A BID/RFP/RFQ#: 26-005

Project Name / Contract Description: Post Oak Substation Yard Expansion

Expansion of the Post Oak Substation located at 807 Holleman Drive East.

Name of Contractor: GridTech, LLC.

CONTRACT TOTAL VALUE: $ 2,427,299.24 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ■ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A

Davis Bacon Wages Used ☐ Yes ■ No ■ N/A

Buy America Required ☐ Yes ☐ No ■ N/A

Transparency Report ☐ Yes ☐ No ■ N/A

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

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

CSP/RFP #26-005 Posted 12/29/26 Opened 01/29/26, Three responses received: DDGrid $2,243,905.00 Score 88%;

GridTech, LLC. $2,427,299.24 Score 90% and Paradigm Power Delivery, Inc. Score 64%.

Electric Department recommends GridTech, LLC $2,427,299.24 (90%) for the best overall response and value to the City of College Station.

Funding will be split evenly between EL30000594 and EL30000595

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 04/09/26 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	DATE
ASST CITY MGR – CFO	DATE
LEGAL DEPARTMENT	DATE

APPROVED & EXECUTED

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

9.12.23 UPDATED

CITY OF COLLEGE STATION
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 GridTech, LLC (the "Contractor") for the construction and/or installation of the following:
City of College Station Post Oak Substation Yard Expansion (CSP/RFP #26-005).

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: Two million four hundred twenty-seven thousand two hundred ninety-nine dollars and 24 **/100 Dollars ($** 2,427,299.24 **)**.

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 20th and January 20th of each year.

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

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

17. EXTRA WORK CHARGES

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

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

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

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

OR:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SUBSTANTIAL COMPLETION

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

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

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

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

20. FINAL COMPLETION

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

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

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

21. DELAYS

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

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

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

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

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

22. EXTENSIONS OF TIME

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

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

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

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

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

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

23. LIQUIDATED DAMAGES

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

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

permanently withhold from the Contractor's total compensation the sum of Two-hundred-fifty dollars and 00 /100 DOLLARS ($ 250.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

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

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

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

27. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27.07 Additional Insured.

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

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

27.08 Builder's Risk

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

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

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

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

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

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

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

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

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

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

"A. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

project; and

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

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

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

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

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

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

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

28. BOND PROVISIONS

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

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

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

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

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

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

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

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

29. SURETY

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

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

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

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

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

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

30. COMPLIANCE WITH LAW

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

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

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

31. SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

32. TRENCH SAFETY

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

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

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

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

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

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

33. INDEMNITY

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

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

(a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.

(b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.

(c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.

(d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.

(e) The removal of all debris related to the Work.

(f) The acts and omissions of the subcontractors it hired.

(g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

33.03 The indemnification obligations of the Contractor under this section shall 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

GridTech, LLC.

By: Jesse Mullins

Printed Name: Jesse Mullins

Title: Vice President

Date: 3/24/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

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: TX20250007 12/12/2025

Superseded General Decision Number: TX20240007

State: Texas

Construction Type: Heavy

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

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

Modification Number	Publication Date
0	01/03/2025
1	09/19/2025
2	12/12/2025

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94	
Structures	$ 12.87	
LABORER		
Asphalt Raker	$ 12.12	
Flagger	$ 9.45	
Laborer, Common	$ 10.50	
Laborer, Utility	$ 12.27	
Pipelayer	$ 12.79	
Work Zone Barricade Servicer	$ 11.85	
PAINTER (Structures)	$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor	$ 12.69	
Asphalt Distributor	$ 15.55	
Asphalt Paving Machine	$ 14.36	
Boom Truck	$ 18.36	
Broom or Sweeper	$ 11.04	
Concrete Pavement Finishing Machine	$ 15.48	
Crane, Hydraulic 80 tons or less	$ 18.36	
Crane, Lattice Boom 80 tons or less	$ 15.87	
Crane, Lattice Boom over 80 tons	$ 19.38	

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      Crawler Tractor.............$ 15.67
      Directional Drilling
      Locator.....................$ 11.67
      Directional Drilling
      Operator....................$ 17.24
      Excavator 50,000 lbs or
      Less........................$ 12.88
      Excavator over 50,000 lbs...$ 17.71
      Foundation Drill, Truck
      Mounted.....................$ 16.93
      Front End Loader, 3 CY or
      Less........................$ 13.04
      Front End Loader, Over 3 CY.$ 13.21
      Loader/Backhoe..............$ 14.12
      Mechanic....................$ 17.10
      Milling Machine.............$ 14.18
      Motor Grader, Fine Grade....$ 18.51
      Motor Grader, Rough.........$ 14.63
      Pavement Marking Machine....$ 19.17
      Reclaimer/Pulverizer........$ 12.88
      Roller, Asphalt.............$ 12.78
      Roller, Other...............$ 10.50
      Scraper.....................$ 12.27
      Spreader Box................$ 14.04
      Trenching Machine, Heavy....$ 18.48

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

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

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

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

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

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

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  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
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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.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

PERFORMANCE BOND

Bond No. ES00024634

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

THAT WE, GridTech, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto Everest Reinsurance 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 Two Million Four Hundred Twenty-Seven Thousand Two Hundred Ninety-Nine and Twenty-Four/100 Dollars ($ 2,427,299.24) 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 City of College Station Post Oak Substation Yard Expansion RFP Number 26-005,

all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

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

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

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

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

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

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

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

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

Bond No. ES00024634

FOR THE CONTRACTOR:

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

(Name of Contractor) GridTech, LLC

By: _____

Name: Josh Hoehne

Title: Vice President

Date: 02/18/26

By: _____

Name: Jesse Mullins

Title: Vice President

Date: 2/13/26

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

By: _____

Name: Nancy Steffen

Title: Surety Account Associate

Date: February 13, 2026

Everest Reinsurance Company
(Full Name of Surety)

4401 Northside Parkway, Suite 800

Atlanta, GA 30327
(Address of Surety for Notice)

By: _____

Name: Kayla Plowman

Title: Attorney-in-Fact

Date: February 13, 2026

FOR THE CITY:

REVIEWED:

_____
City Attorney

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

_____
City Manager

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

Contract No. 26300361
Construction Agreement Over $50,000
Form 04-20-2023

TEXAS STATUTORY PAYMENT BOND

Bond No. ES00024634

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

THAT WE, GridTech, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto Everest Reinsurance Company, a corporation organized and existing under the laws of the State of Colorado, 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 Two Million Four Hundred Twenty-Seven Thousand Two Hundred Ninety-Nine and Twenty-Four/100 Dollars ($2,427,299.24) 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 1st day of March, 2026, for City of College Station Post Oak Substation Yard Expansion RFP Number 26-005, 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.

Contract No. 26300361
Construction Agreement Over $50,000
Form 04-20-2023

Bond No. ES00024634

FOR THE CONTRACTOR:

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

(Name of Contractor) GridTech, LLC

By: [signature]

Name: Josh Hoehne

Title: Vice President

Date: 02/18/26

By: [signature]

Name: Jesse Mullins

Title: Vice President

Date: 2/13/26

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

By: [signature]

Name: Nancy Steffen

Title: Surety Account Associate

Date: February 13,2026

Everest Reinsurance Company
(Full Name of Surety)

4401 Northside Parkway, Suite 800

Atlanta, GA 30327
(Address of Surety for Notice)

By: [signature]

Name: Kayla Plowman

Title: Attorney-in-Fact

Date: February 13, 2026

FOR THE CITY:

REVIEWED:

City Attorney

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

City Manager

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

Contract No. 26300361
Construction Agreement Over $50,000
Form 04-20-2023

EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Eric Ragone, Kayla Plowman

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, *that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

RESOLVED, FURTHER, *that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

RESOLVED, FURTHER, *that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 22nd day of April 2022.

Everest Reinsurance Company

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Senior Vice President

On this **22nd day of April 2022**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 13th day of February 2026.

ES 00 01 04 16

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2026

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

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

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company 2000 International Park Drive Suite 600 Birmingham, AL 35243	**CONTACT NAME:** Lisa Vincent 205-583-9534 **PHONE (A/C, No, Ext):** 1-800-476-2211 **FAX (A/C, No):** **E-MAIL ADDRESS:** Lisa.Vincent@MarshMMA.com
INSURED GridTech, LLC 2350 US Highway 31 NW Hartselle, AL 35640	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Starr Indemnity & Liability Company / 38318 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** MQJZP5ER **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			1000090821261	01/31/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			1000679605261	01/31/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	☐ **UMBRELLA LIAB** ☒ OCCUR X **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			1000095662261	01/31/2026	01/01/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1000005671	01/01/2026	01/01/2027	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $ $ $ $

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

RE: Post Oak Substation Yard Expansion Project

The City of College Station, its agents, officials, employees and volunteers are included as an Additional Insured on a primary and noncontributory basis for ongoing and completed operations by the General Liability policy, and the Automobile Liability and Excess Liability policies if required by written contract. A Waiver of Subrogation is included where permissible by law in favor of the aforementioned Additional Insured(s) by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability and Excess Liability policies if required by written contract. A 30 day Notice of Cancellation is included for the General Liability, Automobile Liability, Workers' Compensation & Employers Liability and Excess Liability policies in favor of the Certificate Holder as required by written contract.

CERTIFICATE HOLDER

City Of College Station
1101 Texas Ave
College Station, TX 7742

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT D
PLANS AND SPECIFICATIONS

If the plans and specifications from the RFP/CSP No. #26-005 are not physically inserted here, then they are fully incorporated into this contract by reference.

EXHIBIT E
CONSTRUCTION SCHEDULE

Per CSP/RFP 26-005 within 180 days of notice to proceed.

EXHIBIT F
SCHEDULE OF VALUES

PROPOSAL FORM

Date: 1/28/2026

PROPOSAL FROM: GridTech, LLC

PROPOSAL TO: City Of College Station
1101 Texas Ave.
College Station, TX 77842

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the construction of the City of College Station Post Oak Substation Yard Expansion and to perform the work required for the construction of said City of College Station Post Oak Substation Yard Expansion at the location set out by the Plans and Specifications, in strict accordance with the Contract Documents.

Please type or write legibly in blue or black ink. A unit price is required for all bid items. If there are discrepancies between unit prices and totals, the unit price will prevail. Please initial all corrections and do not round totals.

In submitting this Proposal, it is understood that this Proposal may not be altered or withdrawn for ninety (90) days, and that the Owner has reserved the right to reject any and all Proposals.

The Undersigned certifies that this Proposal is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering Proposals on this work, for the following sum or prices to wit:

BASE PROPOSAL: Stipulated Total Bid of: ($ 2,427,299.20)

Total $2,427,299.24

CALENDAR DAYS: Total number of calendar days to substantial completion is 180 days.

RECEIPT OF ADDENDA
I hereby acknowledge receipt of the following Addenda: 1 and 2

CONTRACTOR NAME: GridTech, LLC

CONTRACTOR SIGNATURE: - Jesse Mullins

CSP/RFP #26-005
City of College Station Post Oak Substation Yard Expansion
Proposal Pricing Sheet
1/29/26 @ 2:00 P.M.

(GROUP A) STRUCTURES								
Unit	**Description**	**Qty**	**Unit**	**Labor Unit Price**	**Material Unit Price**	**Total Unit Price**	**Extended Price**	**Comments**
A15.5	Camera Structure – 30'	6	EA	$ 4,306.96	$ -	$ 4,306.96	$ 25,841.76	
						(GROUP A) TOTAL	$ 25,841.76	

(GROUP G) JUNCTION BOXES								
Unit	**Description**	**Qty**	**Unit**	**Labor Unit Price**	**Material Unit Price**	**Total Unit Price**	**Extended Price**	**Comments**
G9.1	Junction Boxes; Yard Equipment	6	EA	$ 1,177.22	$ 1,800.00	$ 2,977.22	$ 17,863.32	
						(GROUP G) TOTAL	$ 17,863.32	

(GROUP K) TRENCHING FOR CONDUIT AND CABLE								
Unit	**Description**	**Qty**	**Unit**	**Labor Unit Price**	**Material Unit Price**	**Total Unit Price**	**Extended Price**	**Comments**
K1.1	Conduit – For Control & Power Cable (600 Volt and below)	1	LOT	$ 215,117.27	$ 47,673.41	$ 262,790.67	$ 262,790.67	
K2.1	Trenching and Backfill for Conduit Installation	1	LOT	$ 37,372.38	$ 32,094.13	$ 69,466.51	$ 69,466.51	
K4.1	Cable, AC/DC Equipment	1	LOT	$ 20,706.92	$ 150.59	$ 20,857.51	$ 20,857.51	
K5.1	Cable, Control/Alarm/Status Equipment	1	LOT	$ 26,792.04	$ 1,492.46	$ 28,284.51	$ 28,284.51	
K6.1	Cable, SCADA Control/Alarm/Status Equipment	1	LOT	$ 1,116.89	$ 38,592.29	$ 39,709.18	$ 39,709.18	
						(GROUP K) TOTAL	$ 421,108.39	

CSP/RFP #26-005
City of College Station Post Oak Substation Yard Expansion
Proposal Pricing Sheet
1/29/26 @ 2:00 P.M.

(GROUP L) FOUNDATIONS

Unit	Description	Qty	Unit	Labor Unit Price	Material Unit Price	Total Unit Price	Extended Price	Comments
L0.0	Concrete Testing Company	1	LOT	$ 2,208.00	$ -	$ 2,208.00	$ 2,208.00	
L15.3	Foundation, Direct Embed Sliding Gate Ground Structure	1	LOT	$ 31,271.32	$ 1,408.03	$ 32,679.34	$ 32,679.34	
						(GROUP L) TOTAL	$ 34,887.34	

(GROUP M) SITE PREPARATION

Unit	Description	Qty	Unit	Labor Unit Price	Material Unit Price	Total Unit Price	Extended Price	Comments
M0.0	Subgrade, Select Fill and Base Course Testing Company	1	LOT	$ 14,750.00	$ 37,447.34	$ 52,197.34	$ 52,197.34	
M1.1	Site Preparation – Clearing and Grading	1	LOT	$ 132,693.20	$ 57,500.00	$ 190,193.20	$ 190,193.20	
M2.1	Site Preparation – Crushed Rock	1	LOT	$ 46,516.10	$ 61,722.00	$ 108,238.10	$ 108,238.10	
M2.2	Site Preparation – Limestone Base	1	LOT	$ 29,406.00	$ 170,062.20	$ 199,468.20	$ 199,468.20	
M3.1	Erosion Control Devices - Temporary	1	LOT	$ 19,700.00	$ 16,400.00	$ 36,100.00	$ 36,100.00	
M3.2	Erosion Control Devices - Permanent	1	LOT	$ 10,350.00	$ 9,250.00	$ 19,600.00	$ 19,600.00	
M5.1	Permanent Driveway Entrance	1	LOT	$ 30,413.60	$ 46,925.00	$ 77,338.60	$ 77,338.60	
M6.1	Drainage Pipes and Catch Basin Inlets	1	LOT	$ -	$ -	$ -	$ -	
M7.1	Mobilization/Demobilization	1	LOT	$ 27,811.81	$ -	$ 27,811.81	$ 27,811.81	
						(GROUP M) TOTAL	$ 710,947.25	

(GROUP N) FENCE

Unit	Description	Qty	Unit	Labor Unit Price	Material Unit Price	Total Unit Price	Extended Price	Comments
N3.1	Decorative Wall and Gates– 10' Overall Height - Aber Fence	1	LOT	$ 881,907.40	$ -	$ 881,907.40	$ 881,907.40	
N6.3	Temporary Barbed Wire Fence (installation and removal)	1	LOT	$ -	$ -	$ -	$ -	Price is included with decoritive wall lump sum.
						(GROUP N) TOTAL	$ 881,907.40	

CSP/RFP #26-005
City of College Station Post Oak Substation Yard Expansion
Proposal Pricing Sheet
1/29/26 @ 2:00 P.M.

(GROUP O) STATION GROUNDING								
Unit	**Description**	**Qty**	**Unit**	**Labor Unit Price**	**Material Unit Price**	**Total Unit Price**	**Extended Price**	**Comments**
O1.1	Trenching and Backfill for Ground Grid Installation	1	LOT	$ 52,000.00	$ -	**$ 52,000.00**	**$ 52,000.00**	
O1.2	Station Grounding	1	LOT	$ 28,209.12	$ 58,533.48	**$ 86,742.60**	**$ 86,742.60**	
O1.3	Station Grounding – Extension of Existing Grounding System	1	LOT	$ 57,035.54	$ 44,107.53	**$ 101,143.07**	**$ 101,143.07**	
O2.1	Gate Grounding	1	LOT	$ 5,253.34	$ 4,880.11	**$ 10,133.46**	**$ 10,133.46**	
						(GROUP O) TOTAL	**$ 250,019.12**	

CSP/RFP #26-005
City of College Station Post Oak Substation Yard Expansion
Proposal Pricing Sheet
1/29/26 @ 2:00 P.M.

(GROUP Q) ELECTRICAL ASSEMBLY								
Unit	**Description**	**Qty**	**Unit**	**Labor Unit Price**	**Material Unit Price**	**Total Unit Price**	**Extended Price**	**Comments**
Q1.1	Yard Lights	22	EA	$ 1,966.49	$ 1,100.54	$ 3,067.03	$ 67,474.62	*$67,474.66
						(GROUP Q) TOTAL	$ 67,474.62	

(GROUP R) DEMOLITION AND/OR REMOVAL								
Unit	**Description**	**Qty**	**Unit**	**Labor Unit Price**	**Material Unit Price**	**Total Unit Price**	**Extended Price**	**Comments**
R1.1	Removal of Existing Structures, Equipment and Associated Foundations	1	LOT	$ -	$ -	$ -	$ -	Footer and fence demo is included with wall price.
						(GROUP R) TOTAL	$ -	

(GROUP T) ACCEPTANCE TESTING								
Unit	**Description**	**Qty**	**Unit**	**Labor Unit Price**	**Material Unit Price**	**Total Unit Price**	**Extended Price**	**Comments**
T1.1	Acceptance Testing	1	LOT	$ 17,250.00	$ -	$ 17,250.00	$ 17,250.00	
						(GROUP R) TOTAL	$ 17,250.00	

GRAND TOTAL $ 2,427,299.20

Blane R. Taylor — **Authorized Signature for Submission of CSP/RFP#26-005 Response**

1/29/2026 — **Date**

*Total $2,427,299.24

GridTech — **CONTRACTOR'S NAME**

CSP/RFP #26-005
City of College Station Post Oak Substation Yard Expansion
Proposal Pricing Sheet
1/29/26 @ 2:00 P.M.

(GROUP A) STRUCTURES				DDGRID		GridTech		Paradigm Power Delivery, Inc.	
Unit	Description	Qty	Unit	Total Unit Price	Extended Price	Total Unit Price	Extended Price	Total Unit Price	Extended Price
A15.5	Camera Structure – 30'	6	EA	$ 2,009.00	$ 12,054.00	$ 4,306.96	$ 25,841.76	$ 3,409.04	$ 20,454.24
	(GROUP A) TOTAL			$	12,054.00	$	25,841.76	$	20,454.24
(GROUP G) JUNCTION BOXES									
Unit	Description	Qty	Unit	Total Unit Price	Extended Price	Total Unit Price	Extended Price	Total Unit Price	Extended Price
G9.1	Junction Boxes; Yard Equipment	6	EA	$ 4,913.00	$ 29,478.00	$ 2,977.22	$ 17,863.32	$ 7,939.62	$ 47,637.72
	(GROUP G) TOTAL			$	29,478.00	$	17,863.32	$	47,637.72
(GROUP K) TRENCHING FOR CONDUIT AND CABLE									
Unit	Description	Qty	Unit	Total Unit Price	Extended Price	Total Unit Price	Extended Price	Total Unit Price	Extended Price
K1.1	Conduit – For Control & Power Cable (600 Volt and below)	1	LOT	$ 110,940.00	$ 110,940.00	$ 262,790.67	$ 262,790.67	$ 295,125.15	$ 295,125.15
K2.1	Trenching and Backfill for Conduit Installation	1	LOT	$ 90,798.00	$ 90,798.00	$ 69,466.51	$ 69,466.51	$ 232,647.68	$ 232,647.68
K4.1	Cable, AC/DC Equipment	1	LOT	$ 91,545.00	$ 91,545.00	$ 20,857.51	$ 20,857.51	$ 85,842.84	$ 85,842.84
K5.1	Cable, Control/Alarm/Status Equipment	1	LOT	$ 12,590.00	$ 12,590.00	$ 28,284.51	$ 28,284.51	$ 3,072.09	$ 3,072.09
K6.1	Cable, SCADA Control/Alarm/Status Equipment	1	LOT	$ 14,655.00	$ 14,655.00	$ 39,709.18	$ 39,709.18	$ 4,225.76	$ 4,225.76
	(GROUP K) TOTAL			$	320,528.00	$	421,108.38	$	620,913.52
(GROUP L) FOUNDATIONS									
Unit	Description	Qty	Unit	Total Unit Price	Extended Price	Total Unit Price	Extended Price	Total Unit Price	Extended Price
L0.0	Concrete Testing Company	1	LOT	$ 15,626.00	$ 15,626.00	$ 2,208.00	$ 2,208.00	$ 6,666.36	$ 6,666.36
L15.3	Foundation, Direct Embed Sliding Gate Ground Structure	1	LOT	$ 178,402.00	$ 178,402.00	$ 32,679.34	$ 32,679.34	$ 155,023.75	$ 155,023.75
	(GROUP L) TOTAL			$	194,028.00	$	34,887.34	$	161,690.11
(GROUP M) SITE PREPARATION									
Unit	Description	Qty	Unit	Total Unit Price	Extended Price	Total Unit Price	Extended Price	Total Unit Price	Extended Price
M0.0	Subgrade, Select Fill and Base Course Testing Company	1	LOT	$ 15,119.00	$ 15,119.00	$ 52,197.34	$ 52,197.34	$ 10,073.62	$ 10,073.62
M1.1	Site Preparation – Clearing and Grading	1	LOT	$ 194,949.00	$ 194,949.00	$ 190,193.20	$ 190,193.20	$ 33,958.51	$ 33,958.51
M2.1	Site Preparation – Crushed Rock	1	LOT	$ 83,833.00	$ 83,833.00	$ 108,238.10	$ 108,238.10	$ 99,238.65	$ 99,238.65
M2.2	Site Preparation – Limestone Base	1	LOT	$ 204,455.00	$ 204,455.00	$ 199,468.20	$ 199,468.20	$ 326,560.69	$ 326,560.69
M3.1	Erosion Control Devices - Temporary	1	LOT	$ 37,003.00	$ 37,003.00	$ 36,100.00	$ 36,100.00	$ 23,436.01	$ 23,436.01
M3.2	Erosion Control Devices - Permanent	1	LOT	$ 20,090.00	$ 20,090.00	$ 19,600.00	$ 19,600.00	$ 31,035.69	$ 31,035.69
M5.1	Permanent Driveway Entrance	1	LOT	$ 79,272.00	$ 79,272.00	$ 77,338.60	$ 77,338.60	$ 44,273.59	$ 44,273.59
M6.1	Drainage Pipes and Catch Basin Inlets	1	LOT	$ -	$ -	$ -	$ -	$ 67,777.76	$ 67,777.76
M7.1	Mobilization/Demobilization	1	LOT	$ 27,110.00	$ 27,110.00	$ 27,811.81	$ 27,811.81	$ 85,508.80	$ 85,508.80
	(GROUP M) TOTAL			$	661,831.00	$	710,947.25	$	721,863.32
(GROUP N) FENCE				DDGRID		GridTech		Paradigm Power Delivery, Inc.	
Unit	Description	Qty	Unit	Total Unit Price	Extended Price	Total Unit Price	Extended Price	Total Unit Price	Extended Price
N3.1	Decorative Wall and Gates– 10' Overall Height - Aber Fence	1	LOT	$ 668,470.00	$ 668,470.00	$ 881,907.40	$ 881,907.40	$ 928,917.02	$ 928,917.02
N6.3	Temporary Barbed Wire Fence (installation and removal)	1	LOT	$ 17,651.00	$ 17,651.00	$ -	$ -	$ 4,794.07	$ 4,794.07
	(GROUP N) TOTAL			$	686,121.00	$	881,907.40	$	933,711.09
(GROUP O) STATION GROUNDING									
Unit	Description	Qty	Unit	Total Unit Price	Extended Price	Total Unit Price	Extended Price	Total Unit Price	Extended Price
O1.1	Trenching and Backfill for Ground Grid Installation	1	LOT	$ 33,972.00	$ 33,972.00	$ 52,000.00	$ 52,000.00	$ 78,098.19	$ 78,098.19
O1.2	Station Grounding	1	LOT	$ 69,669.00	$ 69,669.00	$ -	$ 86,742.60	$ 138,649.50	$ 138,649.50
O1.3	Station Grounding – Extension of Existing Grounding System	1	LOT	$ 72,467.00	$ 72,467.00	$ -	$ 101,143.07	$ -	$ -
O2.1	Gate Grounding	1	LOT	$ 42,066.00	$ 42,066.00	$ -	$ 10,133.46	$ 6,589.86	$ 6,589.86
	(GROUP O) TOTAL			$	218,174.00	$	250,019.13	$	223,337.55
(GROUP Q) ELECTRICAL ASSEMBLY									
Unit	Description	Qty	Unit	Total Unit Price	Extended Price	Total Unit Price	Extended Price	Total Unit Price	Extended Price
Q1.1	Yard Lights	22	EA	$ 1,923.00	$ 42,306.00	$ 3,067.03	$ 67,474.66	$ 1,021.21	$ 22,466.62
	(GROUP Q) TOTAL			$	42,306.00	$	67,474.66	$	22,466.62
(GROUP R) DEMOLITION AND/OR REMOVAL									
Unit	Description	Qty	Unit	Total Unit Price	Extended Price	Total Unit Price	Extended Price	Total Unit Price	Extended Price
R1.1	Removal of Existing Structures, Equipment and Associated Foundations	1	LOT	$ 64,575.00	$ 64,575.00	$ -	$ -	$ 44,975.72	$ 44,975.72
	(GROUP R) TOTAL			$	64,575.00	$	-	$	44,975.72
(GROUP T) ACCEPTANCE TESTING									
Unit	Description	Qty	Unit	Total Unit Price	Extended Price	Total Unit Price	Extended Price	Total Unit Price	Extended Price
T1.1	Acceptance Testing	1	LOT	$ 14,810.00	$ 14,810.00	$ 17,250.00	$ 17,250.00	$ 357,644.28	$ 357,644.28
	(GROUP R) TOTAL			$	14,810.00	$	17,250.00	$	357,644.28
	GRAND TOTAL			$	2,243,905.00	$	2,427,299.24	$	3,154,694.17
	Evaluation Score			90%		92%		65%	

Intent to Award Vendor: GridTech, Inc.

April 9, 2026
Item No. 7.6.
Broadcast Production Room

Sponsor: Colin Killian, Communications and Marketing

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a contract with The Personal Computer Store, Inc. dba Avinext to upgrade and reconfigure the broadcast production room and associated equipment in the Council Chamber for $120,737.82.

Relationship to Strategic Goals:
Good Governance

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

Summary: The project includes replacing outdated equipment and upgrading the broadcast production room to enhance and support expanded video production and multimedia communications designed to engage and inform citizens and employees.

The project will convert the existing space into a more functional and efficient production environment capable of supporting professional video recording, editing, and broadcasting. The scope of work includes labor, equipment, components, and furniture upgrades for the production room, as well as part of the cablecast system necessary for content production and distribution.

The total project cost of $120,737.82 covers the purchase and installation of components, furniture upgrades, integration with the cablecast system, and a three-year warranty. The purchase will be made through the TIPS cooperative purchasing contract, ensuring compliance with the City's procurement policies.

Budget & Financial Summary:
Funding is available through the City's Public, Educational, and Government (PEG) fund, which is generated by cable franchise fees and specifically designated for capital improvements that support government access programming and communications.

Attachments:
1. Detailed with List Pricing
2. Contract

Avinext

YOUR TECHNOLOGY SOLUTIONS COMPANY

The Personal Computer Store, Inc.
1400 University Drive East - College Station, TX 77840
Phone 979-846-9727 Fax 979-268-1017
www.Avinext.com

Quotation

Quote #	Date
215539	03/18/26

Sales Rep

Jonathan Reed
979-595-2798 Ext.
reed@avinext.com

For	Phones
Bobbie Lehrmann City of College Station P.O. Box 9973, 1101 Texas Ave College Station, TX 77842 United States	(979) 764-3565

PO #	Terms	Ship Date	Ship Via
	Net 30 days	3/18/2026	Will Call STD

	Part	Description	Qty	List Price	Price	Ext. Price
1	COMTIPS10	TIPS Contract 250106 Technology Solutions, Products and Services	1	$0.00	$0.00	$0.00
2	SER500690	Avinext Day 1 Support	1	$2,400.00	$2,400.00	$2,400.00
3	SER100014	Avinext Project Manager	8	$125.00	$125.00	$1,000.00
4	SER10007	Avinext A/V Technician	16	$95.00	$95.00	$1,520.00
5	SER10008	Avinext Lead A/V Technician	16	$125.00	$125.00	$2,000.00
6	SER100080	Avinext Lead A/V Programmer	8	$160.00	$160.00	$1,280.00
7	SER100085	Avinext A/V Programmer	8	$105.00	$105.00	$840.00
8	SER10009	Avinext Lead A/V Designer	8	$160.00	$160.00	$1,280.00
9	SER500511	Avinext CAD Drafter	16	$80.00	$105.00	$1,680.00
10	SER700102	Platinum Level Training Package	1	$0.00	$2,400.00	$2,400.00
11	HDWMOUNT	Mounting Hardware	1	$800.80	$800.80	$800.80
12	HDWRACKMED	Miscellaneous Rack Hardware - Medium	1	$175.00	$175.00	$175.00
13	SHP10010	Freight	1	$1,200.00	$1,200.00	$1,200.00
14	PROPAD	Auralex PROPAD (1) 2.125" x 8" x 13" ProPAD set, (4pc/set, each set decouples 2 speakers)	1	$142.99	$95.00	$95.00
15	SmartView Duo	Dual 8 inch 3 RU SDI/HD-SDI/3G-SDI monitoring with central software control	1	$629.00	$629.00	$629.00
16	CBL-CABLECAST-ADD	Cablecast CBL-CABLECAST-ADD Additional Branded Cablecast Apps One time development, administrative and creative fee to integrate user supplied artwork and logos into additional branded apps for Apple TV, Roku, Amazon Fire, iOS or Android mobile. Typical lead time is three weeks upon delivery of requested assets which include high quality logo's, brand colors, and images to be utilized in the custom design. Customer is also responsible for signing up for developer accounts which may affect delivery dates. Please specify the platform.	3	$1,050.00	$1,023.75	$3,071.25
17	CBL-CABLECAST-APP		1	$1,600.00	$1,560.00	$1,560.00

	Part	Description	Qty	List Price	Price	Ext. Price
		Cablecast CBL-CABLECAST-APP First Branded Cablecast App One time development, administrative and creative fee to integrate user supplied artwork and logos into ONE branded OTT app for Apple TV, Roku, Amazon Fire, iOS or Android mobile. Typical lead time is three weeks upon delivery of requested assets which include high quality logo's, brand colors, and images to be utilized in the custom design. Customer is also responsible for signing up for developer accounts which may affect delivery dates. Please specify the platform.				
18	CBL-CAPTIONING-500	Cablecast CBL-CAPTIONING-500 CABLECAST CLOSED CAPTIONING - 500 HOUR BLOCK Pricing for a 500 hour block of the Cablecast Closed Captioning Service. Supports live captioning of meetings and events as well as on-demand captioning of video files. Runs on both Cablecast VIO and FLEX video servers, as well as VIO Stream. Users can input custom vocabularies for increased accuracy.	1	$3,750.00	$3,656.25	$3,656.25
19	CBL-REFLECT-PLUS	Cablecast CBL-REFLECT-PLUS Cablecast Reflect Plus Annual Cloud-based reflection service with cloud-based storage and delivery operating in conjunction with both Cablecast Live and Cablecast VOD. Content is pushed to Reflect+ eliminating the need to open a port in your Firewall. Includes 2TB of storage. Additional storage available in 1TB increments. Serves a virtually unlimited number of live and VOD streams over the web, OTT and Mobile apps. Includes up to 3 live streaming Channels. Must be renewed annually.	1	$4,100.00	$3,997.50	$3,997.50
20	FHB5147	Chief FHB5147 HARDWARE KIT	2	$20.00	$15.00	$30.00
21	TS318TU	Chief TS318TU MEDIUM SWING ARMS, DUAL STUD	2	$570.00	$427.50	$855.00
22	BB-C-3GSDI-10	10FT HD 3G-SDI BNC TO BNC CABL COMPREHENSIVE CONNECTIVITY	2	$31.99	$27.19	$54.38
23	CBL-8K-HD-3	Crestron CBL-8K-HD-3 Certified HDMI® 2.1 Cable, 48 Gbps, 3 ft (0.9 m)	3	$42.00	$30.00	$90.00
24	CBL-8K-HD-9	Crestron CBL-8K-HD-9 Certified HDMI® 2.1 Cable, 48 Gbps, 9 ft (2.7 m)	4	$64.00	$45.00	$180.00
25	E-DPM-HDF	LWC E-DPM-HDF ADAPTER CABLE DP M TO HDMI F	4	$21.42	$17.14	$68.56
26	HXS010	Hosa HXS-010 Pro Balanced Interconnect - REAN XLR Female to 1/4-inch TRS Male - 10 foot	2	$28.95	$23.16	$46.32
27	8X534AA#ABA	HP SmartBuy S7 Pro 724pn WUXGA MNTR United States / Canada English	4	$379.00	$341.10	$1,364.40
28	D32GZAT#ABA	HP SmartBuy Z2 TWR G1i U7265 64GB/1TB PC Intel Core Ultra7 265, 1TB SSD, 64GB DDR5, NVD RTX 2000 Ada	1	$2,929.00	$2,636.10	$2,636.10
29	24-4P-P-L5-EN-BLK	LWC 24-4P-P-L5-EN-BLK CAT5 350 24/4P UTP CMP BLACK	2	$513.98	$411.18	$822.36
30	B52200000T	MAGEWELL MODATOR 2U	1	$2,539.00	$2,539.00	$2,539.00
31	64100	LIFT OFF PANEL	2	$181.00	$171.00	$342.00
32	B41010000	MAGEWELL PRO CONVERT FOR NDI TO HDMI MODULE	1	$489.00	$489.00	$489.00
33	B31510000	For Modator 2U Chassis	4	$655.00	$613.75	$2,455.00
34	B31610000	For Modator 2U Chassis	3	$655.00	$613.75	$1,841.25

	Part	Description	Qty	List Price	Price	Ext. Price
35	BGR-4538	Middle Atlantic BGR-4538 45SP/38D MULTIBAY BGR RK	1	$2,495.00	$1,750.00	$1,750.00
36	BGR-552FT-FC	Middle Atlantic BGR-552FT-FC BGR 552CFM FAN TOP W/FC	1	$952.00	$700.00	$700.00
37	BSPN-45-38	Middle Atlantic BSPN-45-38 45SP 38DP BGR SIDE PANELS	1	$1,437.00	$850.00	$850.00
38	CBS-BGR	Middle Atlantic CBS-BGR BGR CASTER KIT W/HDWARE	1	$317.00	$235.00	$235.00
39	FWD-LT-UTL-44-45-D	Middle Atlantic FWD-LT-UTL-44-45-D FWD, LIGHTS W/ DIM & SENSOR, 44-45U,DUAL	1	$599.00	$350.00	$350.00
40	MM3-C-220-BK	Middle Atlantic MM3-C-220-BK MON MT,DYN,CLMN,DUAL,BK	2	$807.00	$480.00	$960.00
41	RLNK-1615V	Middle Atlantic RLNK-1615V 15A,16 OUT,IP CTRL VPS	1	$795.00	$475.00	$475.00
42	VFD-45A	Middle Atlantic VFD-45A 45SP,CURVED VENTED FR DR	1	$893.00	$540.00	$540.00
43	GSM4230PX-100NAS	Visionary GSM4230PX-100NAS M4250-26G4XF-POE+ MANAGED SWITCH / 24 x Gigabit Ethernet PoE+, 2 x Gigabit Ethernet Network, 4 x (SFP+) 10 Gigabit Ethernet Expansion Slot, PoE Budget 480W	1	$2,963.86	$2,136.00	$2,136.00
44	NK6PC20BLY	20FT CAT6 UTP NK COP PATCH CORD CBL BLK	5	$22.53	$20.28	$101.40
45	NK6PC7BLY	NK CPR PCCATEGORY 6BL PK1MOQ10	9	$14.89	$13.40	$120.60
46	QB50C	50" Commercial 4K UHD Display, 350 NIT Manufactured in Mexico	2	$1,170.00	$947.70	$1,895.40
47	FR-SHOT-PLUS-V1B-BK	PTZ Camera Controller	1	$3,729.00	$3,729.00	$3,729.00
48	PTZ-VIEW-V1B-BK	PTZ Camera Control	1	$3,729.00	$3,729.00	$3,729.00
49	55579-GTBKB001A1D1201	CTRL Duo Production Station	2	$10,140.00	$7,098.00	$14,196.00
50	FG-003262-R001	Newtek FG-003262-R001 TriCaster Flex NDI 16 button crosspoint control panel with single ME row	1	$9,495.00	$9,495.00	$9,495.00
51	PHR-000115	ProTek Adv HW Repl for Tricaster TC1	3	$479.85	$479.85	$1,439.55
52	PTP-000115	ProTek Professional for TriCaster TC1	3	$1,440.00	$1,440.00	$4,320.00
53	PTP-000107	ProTek Ultra for Flex Control Panel	3	$855.00	$855.00	$2,565.00
54	FG-001959-R001	Racking Kit for 2RU and 3RU	1	$450.00	$450.00	$450.00
55	FG-003307-R001	TriCaster TC1	1	$15,995.00	$15,995.00	$15,995.00
56	DM3-D	YAMAHA DM3-D DIGITAL MIXING CONSOLE WITH DANTE	1	$3,054.00	$2,400.00	$2,400.00
57	HS7	Bi-Amplified monitor speaker 6.5" LF (60W), 1" HF (35W)	1	$466.00	$442.70	$442.70
58	WARO3	3 Year On-Site Warranty	1	$8,465.00	$8,465.00	$8,465.00

SubTotal	$120,737.82
Sales Tax	$0.00
Shipping	$0.00
Total	**$120,737.82**

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES

Avinext

YOUR TECHNOLOGY SOLUTIONS COMPANY

IT - Security - AV

Proposal

Project 914 PO Quote

City of College Station

1101 Texas Avenue
College Station, TX 77840

Presented to: **Bobbie Lehrmann**

Presented by: **Jonathan Reed**
On 3/18/2026

Avinext

Your Technology and Managed Service Solution

With Avinext on your side, you receive the same knowledge, level of expertise, and impeccable service you might experience with providers from larger cities but with the friendliness of home—and all with faster response times.

Our Difference

PEOPLE

Our experienced and courteous Avinext professionals always put the customer first and become a vital part of your team. If you are not completely satisfied with our solutions, we WILL make it right!

EXPERTISE

For more than 35 years, our highly trained staff has provided unmatched technology expertise, striving to stay ahead of innovation so our customers always have access to the latest and greatest solutions.

APPROACH

We clearly communicate every solution we recommend, but only after we take the time to fully understand your business. We won't use any confusing jargon or hard-sell tactics, so you can be sure your service meets your specific needs.

Our Proven Process

COMPLIMENTARY CONSULTATION

Avinext learns more about your specific business, your challenges, and your objectives.

ASSESSMENT

Our experts conduct a comprehensive assessment to identify needs and opportunities.

PROPOSAL

Our proposal includes cost estimates, scope of work, and course of action.

EXECUTION

Implementation of the agreed upon plan.

ONGOING SUPPORT

We continue to care for and nurture your solution to minimize downtime and keep your business running at peak performance.

Repeat!

Why Us

OUR SOLUTIONS

Avinext solutions are tailored to your specific needs, whether you need a short-term audio-visual, security, or IT networking and infrastructure project or long-term managed services, we have the right solution for you.

IT

First class technology services with multiple options to remotely monitor IT infrastructure and end-user systems on a proactive basis.

SECURITY

Stay at the forefront of technology innovation with world-class security for equipment, for customized video, and access control management.

AV

Truly connect, whether reaching 1,000 people or one-on-one. Avinext provides AV solutions for a wide range of audiences and environments.

1400 University Drive East
College Station, Texas 77840

979-846-9727
Sales@Avinext.com

Scope of Work

This proposal is for the City of College Station, presented by Avinext. The goal for this AV upgrade is to enhance the Production Room at City Hall.

As discussed on the site walk, there are a variety of issues that make the system complicated for end users to utilize.

Avinext has included Platinum training for the project to provide more confidence in end user utilization, this includes:

- 4-hour training presentation for unlimited end users
- Videoed training for future reference
- Avinext generated instructional booklet for system operation
- Lifetime training- so it can be rescheduled and done for new employees

Tricaster Support

Avinext has included three-years of ProTek Ultra level service for both the Tricaster TC1 and Tricaster Flex control panel, for 24-hour remote telephone system support.

Additionally, Avinext has included three-years of “advanced replacement” service of the Tricaster TC1 controller.

Video System
A Tricaster TC1 production controller will be installed in the rack. It will manage the NDI networked video streams to serve as an all-encompassing host AV mixer for the City Hall streams

Video Inputs

- (1) Magewell rack mounted Chassis will host a total of 8 signal conversion cards, to get system signals into the NDI type for the Tricaster system
  - (3) will be SDI convertors for system Cameras
    - The additional four cameras will connect directly into the Tricaster TC1 built-in SDI input connections
  - (5) will be HDMI convertors for NVX system inputs

Video outputs

- (4) 24” monitors will be mounted to the new production desk on articulating arms
  - Two for the new production PC
  - Two for the OFE Teams PC that will be moved to the production desk
- (2) 50” Samsung 4k Displays will be wall mounted above the production desk
  - One output is for multi-view “preview” feed of the Tricaster
  - One output is for the broadcast “program” feed of the Tricaster
- 7” monitors will be installed on the new production furniture to show feed to public broadcast and from public broadcast.

Audio System

- (1) Yamaha 22-Channel digital mixing console will be installed at the production desk
  - Supports Dante networked audio traffic, so this can interface with the AV system DSP
  - The existing DSP will be modified to send pre-EQ sends of all audio sources to this audio console to mix independently for recording/streaming
- (1) Pair of Yamaha 6.5” Studio monitors will be installed at the production desk
  - Avinext to provide sound isolation pads to place under each speaker

Control System

- (1) Netgear AV series POE switch will be provided and installed
  - Natively Supports Dante and NDI network streams
- (1) Tricaster Flex control interface will be installed at the production desk
- (1) Skarhooj camera control interface will be installed at the production desk which will be used for PTZ control, presets, and camera color control.

Furniture and equipment

- Production furniture is included
- OFE Production Room rack to remain and be utilized for new equipment
- OFE Tabletop Crestron touch panel will remain in the production room

Cable Cast Streaming Solution

- Phase 2 of the Cablecast option includes:
  - Cablecast Closest Captioning, 500-hour block
    - Hours do not expire
  - Cablecast App: Apple TV
    - Cost presented by Cablecast to create a custom app for the Apple TV platform
  - Cablecast App: Roku
    - Cost presented by Cablecast to create a custom app for the Roku platform
  - Cablecast App: Amazon
    - Cost presented by Cablecast to create a custom app for the Amazon platform

OFE Requirements

Provide power for displays in the production room

Avinext Design Services

Included in this Production Room project is full Avinext engineering design services. Drawings will be generated that will serve as valuable review tools for City stakeholders, confirming design goals prior to system installation.
These documents will cascade to the Avinext installation team, to accurately execute the customers' desired design goals.
A final as-built document set will be provided to the customer to serve as a valuable troubleshooting document set.
These design documents will be generated after this proposal is accepted, prior to system installation.

RCP	Elevations	System Schematics	Rack Elevations	As-Built Update
X	X	X	X	X

Tricaster TC-1

Tricaster Flex

Budget

QTY	Description	UNIT Price	Total Price
1	TIPS Contract 250106 Technology Solutions, Products and Services	$0.00	$0.00
1	Avinext Day 1 Support	$2,400.00	$2,400.00
8	Avinext Project Manager	$125.00	$1,000.00
16	Avinext A/V Technician	$95.00	$1,520.00
16	Avinext Lead A/V Technician	$125.00	$2,000.00
8	Avinext Lead A/V Programmer	$160.00	$1,280.00
8	Avinext A/V Programmer	$105.00	$840.00
8	Avinext Lead A/V Designer	$160.00	$1,280.00
16	Avinext CAD Drafter	$105.00	$1,680.00
1	Platinum Level Training Package	$2,400.00	$2,400.00
1	Mounting Hardware	$800.80	$800.80
1	Miscellaneous Rack Hardware - Medium	$175.00	$175.00
1	Freight	$1,200.00	$1,200.00
1	Auralex PROPAD (1) 2.125" x 8" x 13" ProPAD set, (4pc/set, each set decouples 2 speakers)	$95.00	$95.00
1	Dual 8 inch 3 RU SDI/HD-SDI/3G-SDI monitoring with central software control	$629.00	$629.00
3	Cablecast CBL-CABLECAST-ADD Additional Branded Cablecast Apps One time development, administrative and creative fee to integrate user supplied artwork and logos into additional branded apps for Apple TV, Roku, Amazon Fire, iOS or Android mobile. Typical lead time is three weeks upon delivery of requested assets which include high quality logo's, brand colors, and images to be utilized in the custom design. Customer is also responsible for signing up for developer accounts which may affect delivery dates. Please specify the platform.	$1,023.75	$3,071.25

1	Cablecast CBL-CABLECAST-APP First Branded Cablecast App One time development, administrative and creative fee to integrate user supplied artwork and logos into ONE branded OTT app for Apple TV, Roku, Amazon Fire, iOS or Android mobile. Typical lead time is three weeks upon delivery of requested assets which include high quality logo's, brand colors, and images to be utilized in the custom design. Customer is also responsible for signing up for developer accounts which may affect delivery dates. Please specify the platform.	$1,560.00	$1,560.00
1	Cablecast CBL-CAPTIONING-500 CABLECAST CLOSED CAPTIONING - 500 HOUR BLOCK Pricing for a 500 hour block of the Cablecast Closed Captioning Service. Supports live captioning of meetings and events as well as on-demand captioning of video files. Runs on both Cablecast VIO and FLEX video servers, as well as VIO Stream. Users can input custom vocabularies for increased accuracy.	$3,656.25	$3,656.25
1	Cablecast CBL-REFLECT-PLUS Cablecast Reflect Plus Annual Cloud-based reflection service with cloud-based storage and delivery operating in conjunction with both Cablecast Live and Cablecast VOD. Content is pushed to Reflect+ eliminating the need to open a port in your Firewall. Includes 2TB of storage. Additional storage available in 1TB increments. Serves a virtually unlimited number of live and VOD streams over the web, OTT and Mobile apps. Includes up to 3 live streaming Channels. Must be renewed annually.	$3,997.50	$3,997.50
2	Chief FHB5147 HARDWARE KIT	$15.00	$30.00
2	Chief TS318TU MEDIUM SWING ARMS, DUAL STUD	$427.50	$855.00
2	10FT HD 3G-SDI BNC TO BNC CABL COMPREHENSIVE CONNECTIVITY	$27.19	$54.38
3	Crestron CBL-8K-HD-3 Certified HDMI® 2.1 Cable, 48 Gbps, 3 ft (0.9 m)	$30.00	$90.00
4	Crestron CBL-8K-HD-9 Certified HDMI® 2.1 Cable, 48 Gbps, 9 ft (2.7 m)	$45.00	$180.00
4	LWC E-DPM-HDF ADAPTER CABLE DP M TO HDMI F	$17.14	$68.56

2	Hosa HXS-010 Pro Balanced Interconnect - REAN XLR Female to 1/4-inch TRS Male - 10 foot	$23.16	$46.32
4	HP SmartBuy S7 Pro 724pn WUXGA MNTR United States / Canada English	$341.10	$1,364.40
1	HP SmartBuy Z2 TWR G1i U7265 64GB/1TB PC Intel Core Ultra7 265, 1TB SSD, 64GB DDR5, NVD RTX 2000 Ada	$2,636.10	$2,636.10
2	LWC 24-4P-P-L5-EN-BLK CAT5 350 24/4P UTP CMP BLACK	$411.18	$822.36
1	MAGEWELL MODATOR 2U	$2,539.00	$2,539.00
2	LIFT OFF PANEL	$171.00	$342.00
1	MAGEWELL PRO CONVERT FOR NDI TO HDMI MODULE	$489.00	$489.00
4	For Modator 2U Chassis	$613.75	$2,455.00
3	For Modator 2U Chassis	$613.75	$1,841.25
1	Middle Atlantic BGR-4538 45SP/38D MULTIBAY BGR RK	$1,750.00	$1,750.00
1	Middle Atlantic BGR-552FT-FC BGR 552CFM FAN TOP W/FC	$700.00	$700.00
1	Middle Atlantic BSPN-45-38 45SP 38DP BGR SIDE PANELS	$850.00	$850.00
1	Middle Atlantic CBS-BGR BGR CASTER KIT W/HDWARE	$235.00	$235.00
1	Middle Atlantic FWD-LT-UTL-44-45-D FWD, LIGHTS W/ DIM & SENSOR, 44-45U,DUAL	$350.00	$350.00
2	Middle Atlantic MM3-C-220-BK MON MT,DYN,CLMN,DUAL,BK	$480.00	$960.00
1	Middle Atlantic RLNK-1615V 15A,16 OUT,IP CTRL VPS	$475.00	$475.00
1	Middle Atlantic VFD-45A 45SP,CURVED VENTED FR DR	$540.00	$540.00
1	Visionary GSM4230PX-100NAS M4250-26G4XF-POE+ MANAGED SWITCH / 24 x Gigabit Ethernet PoE+, 2 x Gigabit Ethernet Network, 4 x (SFP+) 10 Gigabit Ethernet Expansion Slot, PoE Budget 480W	$2,136.00	$2,136.00
5	20FT CAT6 UTP NK COP PATCH CORD CBL BLK	$20.28	$101.40
9	NK CPR PCCATEGORY 6BL PK1MOQ10	$13.40	$120.60

2	50" Commercial 4K UHD Display, 350 NIT Manufactured in Mexico	$947.70	$1,895.40
1	PTZ Camera Controller	$3,729.00	$3,729.00
1	PTZ Camera Control	$3,729.00	$3,729.00
2	CTRL Duo Production Station	$7,098.00	$14,196.00
1	Newtek FG-003262-R001 TriCaster Flex NDI 16 button crosspoint control panel with single ME row	$9,495.00	$9,495.00
3	ProTek Adv HW Repl for Tricaster TC1	$479.85	$1,439.55
3	ProTek Professional for TriCaster TC1	$1,440.00	$4,320.00
3	ProTek Ultra for Flex Control Panel	$855.00	$2,565.00
1	Racking Kit for 2RU and 3RU	$450.00	$450.00
1	TriCaster TC1	$15,995.00	$15,995.00
1	YAMAHA DM3-D DIGITAL MIXING CONSOLE WITH DANTE	$2,400.00	$2,400.00
1	Bi-Amplified monitor speaker 6.5" LF (60W), 1" HF (35W)	$442.70	$442.70
1	3 Year On-Site Warranty	$8,465.00	$8,465.00

SubTotal	$120,737.82
Sales Tax	$0.00
Total	$120,737.82

Avinext

Avinext Limited Installation Warranty

Avinext warrants labor for 30 days starting at substantial completion unless stated otherwise on the original invoice or Statement of Work. This warranty covers all equipment sold and installed by Avinext as part of the original installation. The limited warranty covers parts, labor, and standard shipping required to return the system to proper working condition. Extended warranty may be purchased and will be indicated on the original invoice or Statement of Work if applicable.

THE LIMITED WARRANTY COVERS THE FOLLOWING

- Improper workmanship directly associated with the installation of equipment by Avinext personnel
- Premature failure of equipment due to normal operation (as determined by Avinext and/or the manufacturer)

THE LIMITED WARRANTY DOES NOT COVER THE FOLLOWING

- Consumable items such as batteries
- Ground loop problems caused by faulty or dirty power
- Routine maintenance as recommended by the manufacturer or as conditions require
- Programming changes
- Firmware or software updates made available by the manufacturer after the original installation
- Requests for service due to operator error
- Service required as a result of negligence, misuse, or attempted repairs by anyone other than Avinext or the manufacturer
- Connections or dis-connections made by others
- Removal or reinstallation of equipment
- Damage caused by lightning, electrical surges, brownouts, overloaded circuits, or acts of God

The warranty statement above describes the Avinext Limited Installation Warranty and begins at substantial completion. However, this warranty does not change or modify the manufacturer's warranty in any way. Consult the owner's manual for details about the manufacturer's limited warranty.

For incidents where warranty status can only be determined by a service visit, Avinext will send a technician onsite to diagnose the problem.

If the problem is determined to be a non-warranty issue, Avinext will inform client of warranty status, seek authorization to proceed on billable work, and the customer will be responsible for paying for the initial service event to diagnose the problem regardless of whether they chose to repair the system. Avinext will require written authorization (and a PO if applicable) to complete the service work for problems deemed non-warranty. Standard service and travel rates apply. Avinext will make a best effort to restore system functionality as quickly as possible.

1400 University Drive East
College Station, Texas 77840

979-846-9727
Sales@Avinext.com

OWNER FURNISHED EQUIPMENT

If owner is providing equipment (racks, furniture, electronics, etc.) to Avinext for installation, owner agrees to have equipment delivered to site or other agreed upon location in advance of commencement of work.

Failure to provide equipment in a timely manner may result in delays to the project schedule and completion.

WORKSITE RESPONSIBILITIES

Provide access to the work site during agreed upon times for work to be performed Monday thru Friday from 8am to 5pm.

Ensure that during agreed upon work times, client shall provide keys, ID badges, security clearance, parking, and access to loading docks as may be required by Avinext.

Client understands that if work is stopped at their request that it may result in changes to project schedule or result in rescheduling of the project.

Client shall inform Avinext of any work areas where it has knowledge or reason to believe that facility may have hazardous materials such as Asbestos, Lead, or PCB's.

ELECTRICAL, DATA, FIRE ALARM AND TELECOM PROVISIONS

Client acknowledges that Avinext is not a certified electrician and will not provide any electrical wiring and/or connections. All power connections will be the responsibility of owner unless otherwise specified in the scope of work. It is recommended to have security controllers directly wired to a circuit with battery backup.

Client also agrees to provide necessary Data, CATV, and/or Telecom connections required to connect to equipment as necessary, including switch ports and POE capacity.

Client is responsible for coordination with customer's Fire Alarm vendor for any code required system integration to fire alarm system and to have Fire Alarm vendor present for any required AHJ inspections.

Client is responsible for any required programming of client's existing phone system to integrate with Avinext installed systems.

PROJECT MANAGEMENT PROCESS

Changes are a common occurrence in any project. However, if not managed properly changes can create problems for both the client and Avinext. Common problems caused by changes are project delays, unanticipated cost increases, prolonged construction in work areas, reduced testing and training opportunities, etc.

Unless specifically defined in the Statement of Work, it is agreed that e-mail will serve as the preferred method for all communication relating to this project.

Client agrees to involve necessary personnel from their organization in the planning phases to ensure that sufficient input is gathered up front and incorporated into a final design.

Prior to acceptance of the scope of work, owner will identify a project manager to be a liaison between Avinext and owner's organization.

Client agrees that it is in everyone's best interest if communication between the parties is channeled through the designated Avinext project manager to avoid miscommunications between client, owner, and contractor.

Any changes requested by client shall be communicated via a written change order request by e-mail and said changes are not considered to be accepted until the designated Avinext contact has responded in writing, and any price changes or changes to the scope of work have been signed by both parties.

Client agrees that Avinext installation personnel will NOT be asked to change or modify the project while they are working onsite. Avinext installation personnel are NOT authorized to implement changes and have specifically been instructed not to do so.

Avinext

How to Get Service

CONTACT
Service Department

(979) 846-9727, option 1
Ticket@Avinext.com

Service Request

Please include the following information in your service request to expedite the processing of service:

1. **PRIMARY CONTACT**
   name, number and email
2. **EQUIPMENT MODEL**
   and serial number
3. **ORGANIZATION**
   or department name
4. **DETAILED PROBLEM DESCRIPTION**
   including what you were doing when the issue occurred
5. **ROOM AVAILABILITY**
   and contact for the facilities coordinator to expedite scheduling and ensure access to the equipment
6. **LOCATION**
   including building/room number and/or physical address

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 26300446 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Phase II Broadcast Room Revamp

Name of Contractor: The Personal Computer Store Inc., dba Avinext

CONTRACT TOTAL VALUE: $ 120,737.82 **Grant Funded** Yes ☐ No ■
If yes, what is the grant number: ☐

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

■ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

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

Vendor is on the TIPS contract number 250106

Funding from account 33530150-5102

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 4/9/2026 **Agenda Item No*:** N/A

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

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

SIGNATURES RECOMMENDING APPROVAL

Colin Killian — 3/26/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

3/30/2026
ASST CITY MGR – CFO — DATE

Aaron Longoria — 3/27/2026
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

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

CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the "City"), and **The Personal Computer Store, Inc. dba Avinext** (the "Contractor"), for the following work: Phase II Broadcast Room Revamp as described in the Scope of Services attached as **Exhibit "A".**

ARTICLE I
PAYMENT AND TERM

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **One Hundred Twenty Thousand Seven Hundred Thirty-Seven and 82/100 Dollars** (**$120,737.82**).

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

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

☑ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates: 3 months after final contract execution date.

OR

☐ **1.04 Term.** The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

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

ARTICLE II
CHANGE ORDERS

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

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

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

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

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

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.01 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

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

ARTICLE IV
INSURANCE

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

4.02 The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are as set forth below. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit C.**

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

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

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

4.04 General Requirements Applicable to All Policies. The following General requirements applicable to all policies:

(a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

(b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Contract; shall be attached to this Contract as Exhibit C; and shall be approved by the City before work begins.

(c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Contract. Deductibles shall be named on the Certificate of Insurance and are acceptable on a per-occurrence basis only.

(d) The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas.

(e) The City will not accept "claims made" policies.

(f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

4.05 Commercial General Liability. The following Commercial general Liability requirements shall apply:

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

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

(c) Limits of liability must be equal to or greater than $500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $1,000,000.00. Limits shall be endorsed to be per project.

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

(e) The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

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

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

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

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

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

4.07 Workers' Compensation/Employer's Liability Insurance. Workers Compensation/Employer's Liability insurance shall include the following terms:

(a) Employer's Liability minimum limits of liability not less than $500,000 for each accident/each disease/each employee are required.

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

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

ARTICLE V
INDEMNIFICATION AND RELEASE

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

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

ARTICLE VI
GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

6.02 Termination. Either Party may terminate the Project and this Contract, at any time, for any reason or no reason, upon at least thirty (30) days advance, written notice given to the other Party. In the event of such termination (which shall be effective 30 days after such written notice), the

Contractor shall cease work immediately and the City shall pay Contractor for the work or services performed and expenses incurred before the effective date of termination.

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

6.04 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

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

6.06 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

6.07 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

6.09 Invalid Provisions. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

Contractor and City agree and understand that City is a political subdivision of the State of Texas, and as such is subject to certain laws that may conflict with some or all of the documents provided by Contractor as presented and/or as modified, including exhibits hereto. In such event, the applicable law shall apply and the terms of this document shall prevail and not any exhibits provided by Contractor. In the event of a conflict between the terms and conditions of this Agreement with

one or more of the terms and conditions of the exhibits hereto, the provisions of this Agreement and not the conflicting exhibit shall prevail. It is expressly understood and agreed that no other consideration is being provided by City to Contractor other than the monetary amount referenced elsewhere in this Agreement in conjunction with any schedules attached hereto; that there shall be no waivers of immunity, no limitations of remedies, and no modifications of the terms of the Contract other than as allowed in the section setting forth how this Agreement may be modified or otherwise amended or changed.

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

6.12 Effective Date. This Contract goes into effect when duly approved by all the parties hereto.

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

City of College Station	**The Personal Computer Store, Inc. dba Avinext**
Attn: Bobbie Lehrmann	Attn: John Crockett
PO BOX 9960	1400 University Drive East
1101 Texas Ave	College Station, TX 77840
College Station, TX 77842	crockett@avinext.com
blehrmann @cstx.gov	

6.14 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.15 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

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

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

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

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

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

List of Exhibits

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

THE PERSONAL COMPUTER STORE, INC. dba AVINEXT

By: John Crockett

Printed Name: John Crockett

Title: Chief Operating Officer

Date: 3/25/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

Aaron Longoria
City Attorney
Date: 3/27/2026

_____
Assistant City Manager/CFO
Date: 3/30/2026

EXHIBIT A
SCOPE OF SERVICES

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

See Attached...

Scope of Work

This proposal is for the City of College Station, presented by Avinext. The goal for this AV upgrade is to enhance the Production Room at City Hall.

As discussed on the site walk, there are a variety of issues that make the system complicated for end users to utilize.

Avinext has included Platinum training for the project to provide more confidence in end user utilization, this includes:

- 4-hour training presentation for unlimited end users
- Videoed training for future reference
- Avinext generated instructional booklet for system operation
- Lifetime training- so it can be rescheduled and done for new employees

Tricaster Support

Avinext has included three-years of ProTek Ultra level service for both the Tricaster TC1 and Tricaster Flex control panel, for 24-hour remote telephone system support.

Additionally, Avinext has included three-years of “advanced replacement” service of the Tricaster TC1 controller.

Video System
A Tricaster TC1 production controller will be installed in the rack. It will manage the NDI networked video streams to serve as an all-encompassing host AV mixer for the City Hall streams

Video Inputs

- (1) Magewell rack mounted Chassis will host a total of 8 signal conversion cards, to get system signals into the NDI type for the Tricaster system
  - (3) will be SDI convertors for system Cameras
    - The additional four cameras will connect directly into the Tricaster TC1 built-in SDI input connections
  - (5) will be HDMI convertors for NVX system inputs

Video outputs

- (4) 24” monitors will be mounted to the new production desk on articulating arms
  - Two for the new production PC
  - Two for the OFE Teams PC that will be moved to the production desk
- (2) 50” Samsung 4k Displays will be wall mounted above the production desk
  - One output is for multi-view “preview” feed of the Tricaster
  - One output is for the broadcast “program” feed of the Tricaster
- 7” monitors will be installed on the new production furniture to show feed to public broadcast and from public broadcast.

Audio System

- (1) Yamaha 22-Channel digital mixing console will be installed at the production desk
  - Supports Dante networked audio traffic, so this can interface with the AV system DSP
  - The existing DSP will be modified to send pre-EQ sends of all audio sources to this audio console to mix independently for recording/streaming
- (1) Pair of Yamaha 6.5” Studio monitors will be installed at the production desk
  - Avinext to provide sound isolation pads to place under each speaker

Control System

- (1) Netgear AV series POE switch will be provided and installed
  - Natively Supports Dante and NDI network streams
- (1) Tricaster Flex control interface will be installed at the production desk
- (1) Skarhooj camera control interface will be installed at the production desk which will be used for PTZ control, presets, and camera color control.

Furniture and equipment

- Production furniture is included
- OFE Production Room rack to remain and be utilized for new equipment
- OFE Tabletop Crestron touch panel will remain in the production room

Cable Cast Streaming Solution

- Phase 2 of the Cablecast option includes:
  - Cablecast Closest Captioning, 500-hour block
    - Hours do not expire
  - Cablecast App: Apple TV
    - Cost presented by Cablecast to create a custom app for the Apple TV platform
  - Cablecast App: Roku
    - Cost presented by Cablecast to create a custom app for the Roku platform
  - Cablecast App: Amazon
    - Cost presented by Cablecast to create a custom app for the Amazon platform

OFE Requirements

Provide power for displays in the production room

Avinext Design Services

Included in this Production Room project is full Avinext engineering design services. Drawings will be generated that will serve as valuable review tools for City stakeholders, confirming design goals prior to system installation.
These documents will cascade to the Avinext installation team, to accurately execute the customers' desired design goals.
A final as-built document set will be provided to the customer to serve as a valuable troubleshooting document set.
These design documents will be generated after this proposal is accepted, prior to system installation.

RCP	Elevations	System Schematics	Rack Elevations	As-Built Update
X	X	X	X	X

Tricaster TC-1

Tricaster Flex

Avinext

Avinext Limited Installation Warranty

Avinext warrants labor for 30 days starting at substantial completion unless stated otherwise on the original invoice or Statement of Work. This warranty covers all equipment sold and installed by Avinext as part of the original installation. The limited warranty covers parts, labor, and standard shipping required to return the system to proper working condition. Extended warranty may be purchased and will be indicated on the original invoice or Statement of Work if applicable.

THE LIMITED WARRANTY COVERS THE FOLLOWING

- Improper workmanship directly associated with the installation of equipment by Avinext personnel
- Premature failure of equipment due to normal operation (as determined by Avinext and/or the manufacturer)

THE LIMITED WARRANTY DOES NOT COVER THE FOLLOWING

- Consumable items such as batteries
- Ground loop problems caused by faulty or dirty power
- Routine maintenance as recommended by the manufacturer or as conditions require
- Programming changes
- Firmware or software updates made available by the manufacturer after the original installation
- Requests for service due to operator error
- Service required as a result of negligence, misuse, or attempted repairs by anyone other than Avinext or the manufacturer
- Connections or dis-connections made by others
- Removal or reinstallation of equipment
- Damage caused by lightning, electrical surges, brownouts, overloaded circuits, or acts of God

The warranty statement above describes the Avinext Limited Installation Warranty and begins at substantial completion. However, this warranty does not change or modify the manufacturer's warranty in any way. Consult the owner's manual for details about the manufacturer's limited warranty.

For incidents where warranty status can only be determined by a service visit, Avinext will send a technician onsite to diagnose the problem.

If the problem is determined to be a non-warranty issue, Avinext will inform client of warranty status, seek authorization to proceed on billable work, and the customer will be responsible for paying for the initial service event to diagnose the problem regardless of whether they chose to repair the system. Avinext will require written authorization (and a PO if applicable) to complete the service work for problems deemed non-warranty. Standard service and travel rates apply. Avinext will make a best effort to restore system functionality as quickly as possible.

EXHIBIT B
PAYMENT SCHEDULE

☐ The Contractor must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

-OR-

☑ Payment is a fixed fee in the amount named in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule named below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

See Attached...

Avinext

YOUR TECHNOLOGY SOLUTIONS COMPANY

The Personal Computer Store, Inc.
1400 University Drive East - College Station, TX 77840
Phone 979-846-9727 Fax 979-268-1017
www.Avinext.com

Quotation

Quote #	Date
215539	03/18/26

Sales Rep

Jonathan Reed
979-595-2798 Ext.
reed@avinext.com

For	Phones
Bobbie Lehrmann City of College Station P.O. Box 9973, 1101 Texas Ave College Station, TX 77842 United States	(979) 764-3565

PO #	Terms	Ship Date	Ship Via
	Net 30 days	3/18/2026	Will Call STD

	Part	Description	Qty	List Price	Price	Ext. Price
1	COMTIPS10	TIPS Contract 250106 Technology Solutions, Products and Services	1	$0.00	$0.00	$0.00
2	SER500690	Avinext Day 1 Support	1	$2,400.00	$2,400.00	$2,400.00
3	SER100014	Avinext Project Manager	8	$125.00	$125.00	$1,000.00
4	SER10007	Avinext A/V Technician	16	$95.00	$95.00	$1,520.00
5	SER10008	Avinext Lead A/V Technician	16	$125.00	$125.00	$2,000.00
6	SER100080	Avinext Lead A/V Programmer	8	$160.00	$160.00	$1,280.00
7	SER100085	Avinext A/V Programmer	8	$105.00	$105.00	$840.00
8	SER10009	Avinext Lead A/V Designer	8	$160.00	$160.00	$1,280.00
9	SER500511	Avinext CAD Drafter	16	$80.00	$105.00	$1,680.00
10	SER700102	Platinum Level Training Package	1	$0.00	$2,400.00	$2,400.00
11	HDWMOUNT	Mounting Hardware	1	$800.80	$800.80	$800.80
12	HDWRACKMED	Miscellaneous Rack Hardware - Medium	1	$175.00	$175.00	$175.00
13	SHP10010	Freight	1	$1,200.00	$1,200.00	$1,200.00
14	PROPAD	Auralex PROPAD (1) 2.125" x 8" x 13" ProPAD set, (4pc/set, each set decouples 2 speakers)	1	$142.99	$95.00	$95.00
15	SmartView Duo	Dual 8 inch 3 RU SDI/HD-SDI/3G-SDI monitoring with central software control	1	$629.00	$629.00	$629.00
16	CBL-CABLECAST-ADD	Cablecast CBL-CABLECAST-ADD Additional Branded Cablecast Apps One time development, administrative and creative fee to integrate user supplied artwork and logos into additional branded apps for Apple TV, Roku, Amazon Fire, iOS or Android mobile. Typical lead time is three weeks upon delivery of requested assets which include high quality logo's, brand colors, and images to be utilized in the custom design. Customer is also responsible for signing up for developer accounts which may affect delivery dates. Please specify the platform.	3	$1,050.00	$1,023.75	$3,071.25
17	CBL-CABLECAST-APP		1	$1,600.00	$1,560.00	$1,560.00

	Part	Description	Qty	List Price	Price	Ext. Price
		Cablecast CBL-CABLECAST-APP First Branded Cablecast App One time development, administrative and creative fee to integrate user supplied artwork and logos into ONE branded OTT app for Apple TV, Roku, Amazon Fire, iOS or Android mobile. Typical lead time is three weeks upon delivery of requested assets which include high quality logo's, brand colors, and images to be utilized in the custom design. Customer is also responsible for signing up for developer accounts which may affect delivery dates. Please specify the platform.				
18	CBL-CAPTIONING-500	Cablecast CBL-CAPTIONING-500 CABLECAST CLOSED CAPTIONING - 500 HOUR BLOCK Pricing for a 500 hour block of the Cablecast Closed Captioning Service. Supports live captioning of meetings and events as well as on-demand captioning of video files. Runs on both Cablecast VIO and FLEX video servers, as well as VIO Stream. Users can input custom vocabularies for increased accuracy.	1	$3,750.00	$3,656.25	$3,656.25
19	CBL-REFLECT-PLUS	Cablecast CBL-REFLECT-PLUS Cablecast Reflect Plus Annual Cloud-based reflection service with cloud-based storage and delivery operating in conjunction with both Cablecast Live and Cablecast VOD. Content is pushed to Reflect+ eliminating the need to open a port in your Firewall. Includes 2TB of storage. Additional storage available in 1TB increments. Serves a virtually unlimited number of live and VOD streams over the web, OTT and Mobile apps. Includes up to 3 live streaming Channels. Must be renewed annually.	1	$4,100.00	$3,997.50	$3,997.50
20	FHB5147	Chief FHB5147 HARDWARE KIT	2	$20.00	$15.00	$30.00
21	TS318TU	Chief TS318TU MEDIUM SWING ARMS, DUAL STUD	2	$570.00	$427.50	$855.00
22	BB-C-3GSDI-10	10FT HD 3G-SDI BNC TO BNC CABL COMPREHENSIVE CONNECTIVITY	2	$31.99	$27.19	$54.38
23	CBL-8K-HD-3	Crestron CBL-8K-HD-3 Certified HDMI® 2.1 Cable, 48 Gbps, 3 ft (0.9 m)	3	$42.00	$30.00	$90.00
24	CBL-8K-HD-9	Crestron CBL-8K-HD-9 Certified HDMI® 2.1 Cable, 48 Gbps, 9 ft (2.7 m)	4	$64.00	$45.00	$180.00
25	E-DPM-HDF	LWC E-DPM-HDF ADAPTER CABLE DP M TO HDMI F	4	$21.42	$17.14	$68.56
26	HXS010	Hosa HXS-010 Pro Balanced Interconnect - REAN XLR Female to 1/4-inch TRS Male - 10 foot	2	$28.95	$23.16	$46.32
27	8X534AA#ABA	HP SmartBuy S7 Pro 724pn WUXGA MNTR United States / Canada English	4	$379.00	$341.10	$1,364.40
28	D32GZAT#ABA	HP SmartBuy Z2 TWR G1i U7265 64GB/1TB PC Intel Core Ultra7 265, 1TB SSD, 64GB DDR5, NVD RTX 2000 Ada	1	$2,929.00	$2,636.10	$2,636.10
29	24-4P-P-L5-EN-BLK	LWC 24-4P-P-L5-EN-BLK CAT5 350 24/4P UTP CMP BLACK	2	$513.98	$411.18	$822.36
30	B52200000T	MAGEWELL MODATOR 2U	1	$2,539.00	$2,539.00	$2,539.00
31	64100	LIFT OFF PANEL	2	$181.00	$171.00	$342.00
32	B41010000	MAGEWELL PRO CONVERT FOR NDI TO HDMI MODULE	1	$489.00	$489.00	$489.00
33	B31510000	For Modator 2U Chassis	4	$655.00	$613.75	$2,455.00
34	B31610000	For Modator 2U Chassis	3	$655.00	$613.75	$1,841.25

	Part	Description	Qty	List Price	Price	Ext. Price
35	BGR-4538	Middle Atlantic BGR-4538 45SP/38D MULTIBAY BGR RK	1	$2,495.00	$1,750.00	$1,750.00
36	BGR-552FT-FC	Middle Atlantic BGR-552FT-FC BGR 552CFM FAN TOP W/FC	1	$952.00	$700.00	$700.00
37	BSPN-45-38	Middle Atlantic BSPN-45-38 45SP 38DP BGR SIDE PANELS	1	$1,437.00	$850.00	$850.00
38	CBS-BGR	Middle Atlantic CBS-BGR BGR CASTER KIT W/HDWARE	1	$317.00	$235.00	$235.00
39	FWD-LT-UTL-44-45-D	Middle Atlantic FWD-LT-UTL-44-45-D FWD, LIGHTS W/ DIM & SENSOR, 44-45U,DUAL	1	$599.00	$350.00	$350.00
40	MM3-C-220-BK	Middle Atlantic MM3-C-220-BK MON MT,DYN,CLMN,DUAL,BK	2	$807.00	$480.00	$960.00
41	RLNK-1615V	Middle Atlantic RLNK-1615V 15A,16 OUT,IP CTRL VPS	1	$795.00	$475.00	$475.00
42	VFD-45A	Middle Atlantic VFD-45A 45SP,CURVED VENTED FR DR	1	$893.00	$540.00	$540.00
43	GSM4230PX-100NAS	Visionary GSM4230PX-100NAS M4250-26G4XF-POE+ MANAGED SWITCH / 24 x Gigabit Ethernet PoE+, 2 x Gigabit Ethernet Network, 4 x (SFP+) 10 Gigabit Ethernet Expansion Slot, PoE Budget 480W	1	$2,963.86	$2,136.00	$2,136.00
44	NK6PC20BLY	20FT CAT6 UTP NK COP PATCH CORD CBL BLK	5	$22.53	$20.28	$101.40
45	NK6PC7BLY	NK CPR PCCATEGORY 6BL PK1MOQ10	9	$14.89	$13.40	$120.60
46	QB50C	50" Commercial 4K UHD Display, 350 NIT Manufactured in Mexico	2	$1,170.00	$947.70	$1,895.40
47	FR-SHOT-PLUS-V1B-BK	PTZ Camera Controller	1	$3,729.00	$3,729.00	$3,729.00
48	PTZ-VIEW-V1B-BK	PTZ Camera Control	1	$3,729.00	$3,729.00	$3,729.00
49	55579-GTBKB001A1D1201	CTRL Duo Production Station	2	$10,140.00	$7,098.00	$14,196.00
50	FG-003262-R001	Newtek FG-003262-R001 TriCaster Flex NDI 16 button crosspoint control panel with single ME row	1	$9,495.00	$9,495.00	$9,495.00
51	PHR-000115	ProTek Adv HW Repl for Tricaster TC1	3	$479.85	$479.85	$1,439.55
52	PTP-000115	ProTek Professional for TriCaster TC1	3	$1,440.00	$1,440.00	$4,320.00
53	PTP-000107	ProTek Ultra for Flex Control Panel	3	$855.00	$855.00	$2,565.00
54	FG-001959-R001	Racking Kit for 2RU and 3RU	1	$450.00	$450.00	$450.00
55	FG-003307-R001	TriCaster TC1	1	$15,995.00	$15,995.00	$15,995.00
56	DM3-D	YAMAHA DM3-D DIGITAL MIXING CONSOLE WITH DANTE	1	$3,054.00	$2,400.00	$2,400.00
57	HS7	Bi-Amplified monitor speaker 6.5" LF (60W), 1" HF (35W)	1	$466.00	$442.70	$442.70
58	WARO3	3 Year On-Site Warranty	1	$8,465.00	$8,465.00	$8,465.00

SubTotal	$120,737.82
Sales Tax	$0.00
Shipping	$0.00
Total	**$120,737.82**

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES

EXHIBIT C
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2026

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

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

PRODUCER Hub International Insurance Services PO Box 3889 Bryan TX 77805	**CONTACT NAME:** Dottie Vandagriff **PHONE (A/C, No, Ext):** 979-774-6277 **FAX (A/C, No):** 979-774-5372 **E-MAIL ADDRESS:** dottie.vandagriff@hubinternational.com
INSURED PERSCOM-02 The Personal Computer Store, Inc. dba Avinext 1400 University Drive East College Station TX 77840-2335	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** The Travelers Indemnity Company — 25658 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 923900565 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			ZLP41M7047726I5G	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA1L88862026I5G	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP3L86690026I5	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB0J58158A26I5G	1/1/2026	1/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project: City Hall Production Room
General Liability Coverage Form CGT1000219 Xtend Endorsement for Technology Form CGD4170219 Business Auto Extension Endorsement Form CAT3530215 Texas Waiver of Our Right to Recover from Others Endorsement Form WC420304(B)-001 Designated Person or Organization-Notice of Cancellation Provided by Us 30 Day Form ILT4050519 Earlier Notice of Cancellation/Nonrenewal Provided by Us-Texas Form CAF0850215 Earlier Notice of Cancellation or Nonrenewal by Us Endorsement Form WC9906Q1(00)
Designated Insured for Covered Autos Liability Coverage-Primary and Non-Contributory with Other Insurance Form CAT4420216

CERTIFICATE HOLDER

City of College Station
Attn: Risk Management
P.O. Box 9960
College Station TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

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

b. This insurance applies to "bodily injury" and "property damage" only if:

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

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

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

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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

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

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

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this sub-paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or sub-contractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

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(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

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

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any pre-arranged racing, speed, demolition, or stunting activity.

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i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a), (b),** or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

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COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

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

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

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(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1), (2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

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n. Pollution-Related

Any loss, cost or expense arising out of any:

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

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice,

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policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a), (b),** or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

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d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

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SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stock-holders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

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(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

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a. The limits of insurance provided to such equipment less or will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or

b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

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a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

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However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

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(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

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b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

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f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

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(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

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But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

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28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft - 75 Feet Long Or Less

B. Who Is An Insured - Unnamed Subsidiaries

C. Who Is An Insured - Employees - Supervisory Positions

D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement.

G. Blanket Additional Insured - Broad Form Vendors

H. Blanket Additional Insured - Controlling Interest

I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations

L. Medical Payments - Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability - Railroads

O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II - WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

Paragraphs **(1)(a), (b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED:**

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED:**

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

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Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition

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operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

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b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $ 10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE

Cancellation: **Number of Days Notice: 30**

Person or organization:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if: 1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and 2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

Address:

The address for that person or organization included in such written request from you to us.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 03 04 (B) – 001

POLICY NUMBER: UB-0J58158A-26-I5-G

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

1. ☐ Specific Waiver

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

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

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

4. Advance Premium: $ SEE SCHEDULE

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

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

Endorsement Effective | Policy No. | Endorsement No.
Insured | Premium

Insurance Company | Countersigned by_____

DATE OF ISSUE: 12-12-25 ST ASSIGN:

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 07 20 (00)**

POLICY NUMBER: UB-0J58158A-26-I5-G

TEXAS EARLIER NOTICE OF CANCELLATION OR NONRENEWAL ENDORSEMENT

If we cancel or do not renew this policy, we will mail via certified mail or deliver to you in person written notice stating when such cancellation or nonrenewal is to take effect. Mailing notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to provide notice. We will mail or deliver that notice:

a. At least ten days before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for nonpayment of premium; or

b. At least the number of days shown in the Schedule before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for any other reason.

Notwithstanding the provisions above, in no event will the number of days advance notice for cancellation or nonrenewal be fewer than the number of days required by Texas law.

SCHEDULE

NUMBER OF DAYS 30

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

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

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium $
Insurance Company	Countersigned by _____	

DATE OF ISSUE: 12-12-25 ST ASSIGN: Page 1 of 1

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

CITY OF COLLEGE STATION ATTN: RISK MANAGEMENT P. O. BOX 9960 COLLEGE STATION, TX 77842

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5.**, **Other Insurance**, in **B.**, **General Conditions**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

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

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US – TEXAS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

CANCELLATION:	Number of Days Notice: 30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice: 30

PROVISIONS:

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

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April 9, 2026
Item No. 7.7.
Lease Agreement update for an extra plotter for the UBEO contract

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of a change order with UBEO, LLC for an additional plotter increasing the lease agreement amount by $15,900 for a total lease agreement amount of $102,270.

Relationship to Strategic Goals:
Technology Services

Recommendation(s): CIO recommends approval

Summary: The City currently has 5 wide format plotters leased through UBEO. City departments use these plotters to print large maps. This amendment to the current contract with UBEO adds another plotter which will be used by the Electric Department. This plotter lease is a solution where UBEO is responsible for all maintenance, repairs and supplies for the 5-year lease. The City pays the lease amount monthly and there are no extra costs or maintenance charges. This is based on a 1,000 sq ft of printing monthly which is usually sufficient for normal use. Purchasing Solutions Alliance contract 22-204 applies.

Budget & Financial Summary: Funding for the additional plotter will be available through the IT Copier Lease budget account.

Attachments:
1. Change Order

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 23300523 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Lease Agreement for six (6) HP Plotters for 5 yrs

Name of Contractor: UBEO Midco, LLC

CONTRACT TOTAL VALUE: $ 102,270.00 **Grant Funded** Yes ☐ No ■
If yes, what is the grant number: ☐

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

☐ **NEW CONTRACT** ☐ **RENEWAL #** N/A ■ **CHANGE ORDER #** 1 ☐ **OTHER** N/A

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

Change order #1 to add one additional HP plotter to an original agreement of 5 plotters.

The addition is for one plotter for 60 months at $265.00 per month for a total increase of $15,900.00

Vendor is on the PSA (Purchasing Solutions Alliance) contract number 22-204

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 3/26/2026 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Sam Rivera — 3/3/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 3/3/2026
ASST CITY MGR – CFO — DATE

John A. Haislet — 3/3/2026
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 _____

CHANGE ORDER NO. 1 DATE: 02/25/2026 Contract No. 23300523
PO No. 26200121 PROJECT:

OWNER:
City of College Station
P.O. Box 9960
College Station, Texas 77842

CONTRACTOR: UBEO Midco, LLC
401 E. Sonterra BLVD
Suite 350
S.A. , Texas 78258

PURPOSE OF THIS CHANGE ORDER: Addition of one new plotter

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	1	Addition of one HP DesignJet T2600 36" Printer	$265.00	0	60	$15,900.00
2						
3						
					TOTAL	$15,900.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 18.41% INCREASE.

LINE 1 (acct./work order number)	$15,900.00		
LINE 2 (acct./work order number)	$0.00		
LINE 3 (acct./work order number)	$0.00		
TOTAL CHANGE ORDER	15,900.00		
ORIGINAL CONTRACT AMOUNT	$86,370.00		
CHANGE ORDER NO. 1	$15,900.00	18.41%	% CHANGE
REVISED CONTRACT AMOUNT	$102,270.00	18.4%	% TOTAL CHANGE
ORIGINAL CONTRACT TIME		Days	
Time Extension No. 1		Days	
Revised Contract Time	0	Days	

SUBSTANTIAL COMPLETION DATE
REVISED SUBSTANTIAL COMPLETION DATE

APPROVED

N/A		Sam Rivera	3/3/2026
A/E CONTRACTOR	Date	DEPARTMENT DIRECTOR	Date
[signature]	2/25/2026	[signature]	3/3/2026
CONTRACTOR/Vendor	Date	ASST CITY MGR - CFO	Date
Larry Vierus	3/3/2026	John A. Haislet	3/3/2026
PROJECT MANAGER	Date	CITY ATTORNEY	Date
N/A			
CITY ENGINEER	Date	CITY MANAGER	Date

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CITY OF COLLEGE STATION

Quote

PSA Contract 22-204

Add one HP DesignJet T2600 36” Postscript MFP Printer

* Addendum to existing agreement

60-Month Rental **$265 / month**

Services & supplies included below

Existing Ubeo Agreement #1864749-000 is for 5 T2600’s at $1327/month.
Includes 1,000 sq ft.

City of College Station PO # 23204599-011

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NON-APPROPRIATION AGREEMENT AND ACKNOWLEDGEMENT
(Applicable to Governmental Entities Only)

This Non-Appropriation Agreement and Acknowledgement ("Acknowledgement") relates to that certain agreement between College Station, City of ("Governmental Entity") and UBEO, LLC ("Company"), which agreement is identified in Company's records as agreement number 3216921 ("Agreement"). All capitalized terms used in this Acknowledgement which are not defined herein shall have the meanings given to such terms in the Agreement. The undersigned, an authorized representative of Governmental Entity, hereby acknowledges and agrees as follows:

- As of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on Governmental Entity's behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against it were followed; (c) the Equipment will be operated and controlled by Governmental Entity and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) Governmental Entity intends to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) Governmental Entity's obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of its tax or general revenues; and (h) Governmental Entity will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.
- If Governmental Entity exercises its right under applicable law to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available (without penalty or additional expense (other than the expense of returning the Equipment to the location designated by Company)), Governmental Entity's Chief Executive Officer (or Legal Counsel) will deliver a certificate (or opinion) to Company at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, certifying that (a) Governmental Entity is a state or a fully constituted political subdivision or agency of the state in which it is located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by Governmental Entity; and (d) Governmental Entity has exhausted all funds legally available for the payment of amounts due under the Agreement. This paragraph only applies if, and to the extent that, state law precludes Governmental Entity from entering into the Agreement if the Agreement is deemed to constitute a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by Governmental Entity as of the termination date.
- Company relied on this Acknowledgement as part of the Agreement.

A copy of this Acknowledgement containing Governmental Entity's original or facsimile signature or other indication of its intent to agree to the terms set forth herein shall be enforceable for all purposes.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above) **X** _____ _____

SIGNATURE NAME & TITLE DATE

ubeo BUSINESS SERVICES

Application No.
Master Agreement No. 1864749 **Supplement**
Supplement No.

Full Legal Name: City of College Station
Address: 1601 Graham Rd CSU Design Department City: College Station State: TX Zip: 77845
Phone: (979) 764-3504 Fax: DBA:
Billing Address: 1101 S Texas Ave City: College Station State: TX Zip: 77840

EQUIPMENT ADDED:

Qty.	Make	Item	Description (or Accessories)
1	HP		HP DesignJet T2600dr 36 PS MFP Printer

EQUIPMENT DELETED:

Qty.	Make	Item	Description (or Accessories)

RENTAL PAYMENT FOR NEW EQUIPMENT ONLY:

Rental Payment for New Equipment ONLY*: $ 265.00

B&W Image Monthly Allowance		Excess Per Image Charge (B&W)	
Color Image Monthly Allowance		Excess Per Image Charge (Color)	
Linear Feet Monthly Allowance		Excess Per Image Charge (Linear Feet)	
xMedius Page/DID Monthly Allowance		xMedius Excess Per Page/DID Charge	

This Agreement is to be billed together with Agreement(s)

Please check one of the following:

All payments and images are consolidated: (•) Yes ( ) No

METERS READINGS VERIFIED ***Quarterly*** **plus applicable taxes*

TERM:

☐ TERM: **THE END OF THE TERM OF THIS SUPPLEMENT IS THE END OF TERM OF THE MASTER AGREEMENT (COTERMINOUS)**

☑ TERM IN MONTHS: 60 **(APPLIES TO THIS SUPPLEMENT ONLY)**

TERMS AND CONDITIONS:

You have requested this supplement to the Master Agreement (the "Supplement"). Which Supplement incorporates the terms and conditions of the Master Agreement (as amended), and constitutes an agreement between you and us with respect to the Equipment reference herein, separate and distinct from the Master Agreement. "Master Agreement" refers to the agreement between customer and Owner (or its predecessor) identified in Owner's records by the Master Agreement No. above. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Supplement, and (ii) our original manual signature. Except for the specific provisions set forth above, the original terms and conditions set forth in the Master Agreement and any personal guaranty(s) shall remain in full force and effect and are incorporated herein by reference.

CUSTOMER ACCEPTANCE:

Print Name: Signature: X Title:
Date: For: City of College Station

OWNER ACCEPTANCE:

Print Name: Boyd Sheffield Signature:
Date: 2/25/2026 For: ***UBEO, LLC***

ACCEPTANCE OF DELIVERY:

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted. All conditions and terms of the agreement have been reviewed, acknowledged and are now irrevocable and unconditional.

Signature: X Date:
Print Name: For: City of College Station

April 9, 2026
Item No. 7.8.
Participation and Release form for the Six Remnant Defendants Settlement

Sponsor: Adam Falco, City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the subdivision participation and release form for the Six Remnant Defendants settlement regarding opioids.

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Staff Recommends Approval

Summary: A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with the Six Remnant Defendants. If effectuated, the proposed Remnant Defendants Settlement will result in the Six Remnant Defendants paying a combined $97,625,000.00 in cash for purposes of abating the opioid epidemic. City's participation in the Remnant Defendants Settlement will result in a one-time settlement payment to the City. The Settlement funds must be used for the Core Strategies and Approved Uses set forth in the Remnant Defendant Settlement Agreement which include treatment, prevention and first responder training. The City currently has $167,715 from the previous opioid settlements.

Budget & Financial Summary: N/A

Attachments:
1. Remnant-Exhibit-G-Subdivision-Settlement-Participation-Form

EXHIBIT G

Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: City of College Station	State: Texas
Authorized Official: Mayor - John P. Nichols	
Address 1: PO Box 9960	
Address 2: 1101 Texas Ave	
City, State, Zip: College Station, TX 77842	
Phone: 979-764-3507	
Email: cao@cstx.gov	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).

2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/*.

4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.

8. The Governmental Entity has the right to enforce the RDSA as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.

11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: John P. Nichols

Title: Mayor - City of College Station, TX

Date: _____

April 9, 2026
Item No. 7.9.
Employment Contract for City Attorney

Sponsor: John Nichols, Councilmember

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a five-year employment contract with Adam Falco for the appointed position of City Attorney.

Relationship to Strategic Goals:

Recommendation(s): None.

Summary: As part of the City Council's Strategic Plan regarding Core Services, the City desires to retain professional staff and be an employer of choice. Meeting part of the Strategic Plan, the Council has negotiated a five-year Employment Agreement with Adam Falco, the current City Attorney. Mr. Falco has been City Attorney since 2022 and has been with the City Attorney's Office since 2007. The Agreement details the duties, term, leave, termination, and severance pay that is in compliance with state law, salary, and benefits. The Agreement was reviewed by outside legal counsel for the City Council.

Budget & Financial Summary: Contract terms.

Attachments:
1. 26300482--BW (040926) Signed

COLLEGE STATION CITY ATTORNEY 2026-2031
EMPLOYMENT AGREEMENT WITH ADAM C. FALCO

This Employment Agreement is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the "Employer, "City" or "City Council") and **Adam C. Falco** (the "Employee") for the appointed position of City Attorney; and

WHEREAS, the City of College Station, the Employer, desires to employ the professional legal services of Adam C. Falco, the Employee, as City Attorney for the City of College Station and Employee desires to accept employment as City Attorney of the City of College Station, Texas; and

WHEREAS, the Employee is currently employed by Employer since February 21, 2007, and has been Employee's appointed City Attorney since August 29, 2022; and

WHEREAS, Employer desires to establish certain employment contractual conditions and preserve the ethical and legal responsibilities of the City Attorney and working conditions of Employee; and

WHEREAS, Employer desires to (1) secure and retain the professional legal services of Employee and to provide incentive and inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future job security, and (3) the City Attorney should be free from improper or inappropriate pressures ensuring the City Attorney can act within the ethical and legal bounds of the legal profession to represent the City Council as his client; and

WHEREAS, the Parties acknowledge that Employee is a member of the State Bar of Texas in good standing and that Employee is subject to the Texas Rules of Professional Conduct; and

NOW, THEREFORE, and in consideration of good and valuable consideration, the receipt and sufficiency are acknowledged, and the performance of the mutual covenants in this Agreement, the Parties agree as follows:

SECTION 1. DUTIES. Employer agrees to employ Employee as City Attorney to perform functions and duties specified by law, by the City of College Station Charter and by City Ordinance and to perform other legally permissible and proper duties and functions for Employer.

SECTION 2. TERM.

A. Five Year Term. The Agreement term is from the Effective Date until five (5) years from the Effective Date, unless otherwise terminated as stated in this Agreement. Employee shall continue employment and will serve at the will of a majority of the City Council and subsequent City Councils.

B. Resignation and Retirement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign or retire at any time from his position with the Employer. Upon termination without cause or upon agreement with the Council the Employee will be paid the Severance Pay, plus any other benefits as other City employees and as stated in this Agreement as soon as practical.

C. Exclusive Employment. Employee agrees to remain in the exclusive employment of Employer and neither to accept other employment nor to become employed by any other employer until after termination, resignation or retirement. The term "employed" shall not be construed to include occasional teaching, writing or speaking related to the legal profession.

D. Renewal. Before the expiration of this Agreement, the Employer and Employee may mutually agree to renew, renegotiate or extend this Agreement in writing.

SECTION 3. PLACEMENT ON PAID ADMINISTRATIVE LEAVE. Employer may place Employee on paid administrative leave with full pay and benefits at any time, but only if:

A. A majority of the City Council and Employee agree, or

B. Administrative Leave by Mayor:

(1) If a serious credible allegation of misconduct against the Employee arises and immediate action must be taken to ensure the integrity of City operations, the Mayor may place Employee on paid administrative leave until the next regular or special City Council meeting.

(2) The Mayor must provide a written explanation detailing the serious credible allegation of misconduct to the Employee and the City Council at least three (3) days before the next regular or special City Council meeting.

(3) The Mayor must inform the City Council and Employee of the allegation at the Council Meeting at a hearing which may be held in executive session, at the option of the Employee.

(4) The Mayor may ask the City Council to ratify his action and a majority of the City Council may vote to place Employee on paid administrative leave and investigate Employee for cause provided. If the Council does not vote to ratify the Mayor's detailing of the allegations and does not vote to place Employee on Administrative Leave, then the Employee is no longer on leave and returns to regular duty.

(5) After an investigation is completed, the Employee may request a hearing at the next special or regular City Council meeting to rebut any findings or disciplinary actions.

SECTION 4. TERMINATION AND SEVERANCE PAY.

A. Termination for Cause or Misconduct. Employee will serve as City Attorney at the pleasure of a majority of the City Council.

(1) The Council may terminate the Employee for cause or misconduct, including but not limited to: willful and serious misconduct, misappropriation of City assets, intentional or material violations of the City personnel policies, indictment, filing of an information from a crime of moral turpitude, or, a sanctionable violation of Texas Rules of Professional Conduct.

(2) After an investigation of the allegations is concluded and shared with the City Council in executive session, a hearing will be provided to Employee, which may be held in executive session at Employee's option. Before the City Council votes to terminate Employee for Cause or Misconduct, and at least ten (10) days before the City Council sets a hearing, the City Council will provide Employee notification of the Cause or Misconduct findings. The hearing will be for the City Council to hear from Employee and the hearing will be held in executive session at the Employee's option. If the Employee is terminated for cause or misconduct, Employee will not receive Severance Pay.

B. Reasonable Offer to Renew, Renegotiate or Extend. If the Employer makes a reasonable offer to the Employee to renew, renegotiate or extend this Agreement before the Agreement expiration the Employee will have until ninety (90) days after the Agreement expiration to accept or reject the reasonable offer. During that time after the reasonable offer is made, the Employee remains employed, unless the Agreement is terminated in writing, or Employee resigns or retires. If the reasonable offer is rejected or not accepted by the Employee, employment is terminated. For this section a reasonable offer is his Base Salary and any other compensation, the same terms as this Agreement, including all benefits and length of agreement, and any additional compensation increases that are similar to other pay increases offered to other City Council appointed employees.

C. Salary. Total compensation includes a Base Salary as defined in this Agreement and also includes all written adjustments to date. Salary paid as Severance Pay shall be paid in lump sum at the effective date of termination without cause or by mutual agreement, or nearest regular pay day thereafter at Employer's discretion.

D. Resignation. Employee may resign or retire from his employment as City Attorney during the term of this Agreement by giving written notice to the Mayor at least sixty (60) days before the resignation or retirement date.

E. Severance Pay. The Employer is obligated to pay Severance Pay upon termination without cause or upon mutual agreement, plus any other benefits as other City employees and as stated in this Agreement. Severance Pay is the maximum allowed by Texas law as of the Effective Date and will be calculated based on total

compensation including, Base Salary, any other compensation, car allowance, and deferred compensation.

SECTION 5. SALARY.

A. Base Salary. For consideration of Employee's professional legal services Employer agrees to pay Employee a Base Salary of $264,826.72, payable in installments at the same time as other employees of the Employer are paid plus other benefits as stated in this Agreement and any benefits provided to other employees. In addition to the annual Base Salary above, Employer agrees to pay Employee a lump sum payment of seven percent (7%) of his Base Salary at the end of every one (1) year term of the Agreement based on the Effective Date. The lump sum payment will be paid on the next paycheck and will be reduced by all applicable payroll taxes and TMRS employee contributions. The lump sum will be prorated upon any separation of employment.

B. Salary and Benefit Increases. Employer agrees to increase and amend in writing, Employee's Base Salary or other benefits in such amounts and to such extent as the City Council may determine that it is desirable to do so based on Employee's annual performance reviews. The Employee's annual increase will be no less than the annual cost of living increase paid to all other City employees.

SECTION 6. PERFORMANCE EVALUATION.

A. Review Period. The City Council shall review and evaluate the performance of the Employee at least once annually, generally between September and October every year.

B. Goals and Performance Objectives. Annually, the City Council and Employee may define any goals and performance objectives which are determined necessary for the proper operation of the City Attorney's Office.

SECTION 7. AUTOMOBILE ALLOWANCE. The Employee is required to be on call for twenty-four (24) hour service and must have access to a vehicle for City business. Employer shall pay Employee a car allowance in an amount no less than that of other City Directors. The Employee is responsible for the purchase, maintenance, insurance, taxes, etc., for a vehicle. The Employer also agrees to reimburse Employee for mileage for out-of-Brazos County travel associated with City business at the same rate as other City employees are reimbursed. The Employee shall provide a vehicle that will be maintained in an appropriate manner and replaced frequently enough to maintain suitable appearance for the City.

SECTION 8. VACATION & SICK LEAVE.

A. Vacation. Employer agrees to pay all of Employee's accrued vacation days upon Employee's resignation, retirement, or termination. Payment to Employee of his

accrued vacation is not included in Severance Pay calculations of this Agreement and shall be considered separate from it.

B. Vacation and Sick Days. Employee will accrue the same number of vacation days per year in accordance with City policy. Employee will accrue sick days the same as other employees.

SECTION 9. INSURANCE. Employee is entitled to receive full medical and dental, life, workers' compensation, disability insurance coverage and benefits and any other benefit as provided to other employees of Employer.

SECTION 10. RETIREMENT. Employer agrees to contribute a sum equal to five percent (5%) of Employee's Base Salary annually to be paid in equal installments per pay period to a deferred compensation plan provider to be selected by Employee from those providers available to other employees of the Employer. Employee will continue enrollment in the Texas Municipal Retirement System (TMRS).

SECTION 11. DUES AND SUBSCRIPTIONS. Employer agrees to budget and to pay for the Employee's professional, civic dues and subscriptions necessary for his continuation of full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, as well as civic involvement, as City Attorney and for the good of the Employer.

SECTION 12. PROFESSIONAL DEVELOPMENT. Employer agrees to budget for and pay the Employee's travel and other expenses that are eligible under Employer's employee policy, for professional and official travel, meetings and occasions adequate to continue the required professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to, the annual and midyear conference of the International Municipal Lawyers Association (IMLA) and Texas City Attorneys Association (TCAA) including any meetings, and other such national, regional, state and local governmental groups and committees which Employee serves as a member.

SECTION 13. GENERAL EXPENSES. Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and Employer agrees to reimburse or to pay for those general expenses in accordance with the procedures applied to other employees of Employer.

SECTION 14. INDEMNIFICATION. THIS SECTION IS SUBJECT TO CITY ORDINANCE SEC. 2-48 INDEMNIFICATION OF ELECTION AND APPOINTED OFFICIALS AND CITY EMPLOYEES. EMPLOYER SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY EMPLOYEE AGAINST ANY AND ALL CLAIMS, ANY TORT, PROFESSIONAL LIABILITY CLAIMS, CAUSES OF ACTION, JUDGEMENTS, COSTS OR DEMANDS OR ANY OTHER LEGAL ACTION, WHETHER GROUNDLESS OR OTHERWISE, ARISING OUT OF OR

CONNECTED WITH AN ALLEGED ACT OR OMISSION OCCURRING IN THE PERFORMANCE OF EMPLOYEE'S DUTIES AS CITY ATTORNEY, OTHER THAN THOSE ACTS SPECIFIED IN 2-48(D). EMPLOYER WILL DEFEND AND LITIGATE OR COMPROMISE AND SETTLE ANY SUCH ACTION, CLAIM, DEMAND OR SUIT AND PAY THE AMOUNT OF ANY SETTLEMENT OR JUDGMENT. THIS SECTION SHALL SURVIVE THIS AGREEMENT AFTER ANY SEPARATION, RESIGNATION, RETIREMENT OR TERMINATION OF EMPLOYEE.

SECTION 15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. All provisions of the City Charter, City Ordinances and policies of the Employer relating to sick leave, retirement and pension system contributions, holiday, and other benefits and working conditions as they now exist or as amended, also apply to the Employee as they would to other employees of the Employer, in addition to the benefits enumerated specifically for the benefit of Employee as in this Agreement.

SECTION 16. GENERAL PROVISIONS. This Agreement is the entire agreement between the Parties. The terms and conditions of this Agreement may only be amended by written agreement executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in force and effect. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas. The parties may execute this Agreement in duplicate originals, which may be electronic, each of equal dignity.

SECTION 17. APPROPRIATION. City Council has appropriated, set aside and encumbered, and does appropriate, set aside, and encumber, available and otherwise lawfully available, unappropriated funds of Employer in an amount sufficient to fund and pay the Employee's total compensation, Severance Payment and benefit obligations of Employer in this Agreement.

SECTION 18. EFFECTIVE DATE. This Agreement is effective on the Effective Date, which is the date the Agreement is fully executed.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the City of College Station, Texas City Council has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Secretary, and the Employee has signed and executed this Agreement.

EMPLOYEE

By: _____
Adam C. Falco, City Attorney
4/2/2026
Date

CITY OF COLLEGE STATION

By: _____
Mayor

_____
Date

ATTEST:

_____
City Secretary

_____
Date

APPROVED:

_____
City Manager

_____
Date

_____
Assistant City Manager/CFO

_____
Date

April 9, 2026
Item No. 8.1.
Pebble Creek Parkway Extension Thoroughfare Plan Amendment

Sponsor: Jason Schubert, Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an Ordinance amending the Comprehensive Plan by amending the Thoroughfare Plan and Bicycle, Pedestrian, and Greenways Master Plan to remove the future extension of Pebble Creek Parkway, a Minor Arterial, between St. Andrews Drive and the future Minor Arterial to the south including associated future bike lanes and sidewalks.

Relationship to Strategic Goals:

- Improving Mobility
- Core Services and Infrastructure

Recommendation(s): The Bicycle, Pedestrian, and Greenways Advisory Board considered this request at their March 30, 2026 meeting based on its impact to biking, walking, and greenways and recommended 6-1 to keep the future thoroughfare extension with bike lanes and sidewalks. The Planning & Zoning Commission will consider this request at their April 2, 2026 meeting and their recommendation will be provided to the Council at the meeting. Based on a technical review of the amendment, staff recommends denial of the item due to the long-term negative impact that removing the future extension will have on the transportation network, connectivity, and emergency response in this area of the City.

Summary: A future agenda item was requested by City Council on August 14, 2025 to have a discussion regarding the future extension of Pebble Creek Pkwy at the September 25, 2025 Council meeting. Staff presented the background related to Pebble Creek Pkwy on the Thoroughfare Plan for discussion. There were 40 speakers that spoke in opposition to the future extension of the roadway and the potential widening to four lanes citing significant concerns regarding safety and neighborhood integrity. The majority of the Council directed staff to return with options to the Thoroughfare Plan, with the condition that Pebble Creek Pkwy not extend to the south except to allow for emergency vehicles and to amend the Thoroughfare Plan to remove existing Pebble Creek Pkwy from being a future 4-lane road.

Staff have since had analysis performed to consider options regarding the impact to the future thoroughfare network and emergency response in the area and are including this information for consideration. Staff hosted a public meeting on March 24, 2026 to share the background and analysis that has been performed. There were 23 residents that attended with most being opposed to Pebble Creek Pkwy being extended to the south in the future.

Approval of this item would remove the future extension from the Thoroughfare Plan to the south along with the associated future bike lanes and sidewalks that are planned along that section of street. A future shared use path along what has been known as the Gulf States utility corridor would remain. The change of the thoroughfare classification of existing Pebble Creek Pkwy from a Minor Arterial to a Major Collector and removal of Map 6.1 in the Comprehensive Plan that shows the future number of lanes of thoroughfares will be included as part of the update to the Comprehensive Plan

scheduled to be considered in May.

REVIEW CRITERIA

1. **Changed or changing conditions in the subject area of the City**: With the approval of the Master Development Plan for the Pebble Creek subdivision in 1991, Pebble Creek Pkwy was shown as a thoroughfare that was planned to continue to the south of the subdivision (see attached master plan documents). The development of the subdivision continued, and Pebble Creek Pkwy was extended with sidewalks as phases occurred and buffered bike lanes were later installed by the City. The southern portion of the existing roadway is half constructed, with the other half boulevard section anticipated at a future time in which the same street cross-section would continue buffered bike lanes and sidewalks with a shared use path along the western side. The roadway has been stubbed to the adjacent tract to the south that would extend as development continues as is customary as areas of the City develop and transportation and utility networks are extended to accommodate the growth.

The Thoroughfare Plan was updated in 2017 and one of the changes redesignated Pebble Creek Pkwy from a Major Collector to a Minor Arterial to align with the newly established 2050 Thoroughfare Concept developed by the Bryan/College Station Metropolitan Planning Organization (MPO). A Minor Arterial is the smallest classification that appears on the MPO plan. In the Comprehensive Plan, Minor Arterials were designated as 4-lane roads, though this standard was removed in 2017. A map in the Comprehensive Plan showing the future number of lanes was updated with the new Comprehensive Plan in 2021 and depicted all Minor Arterials as 4-lane roadways which was not intended. Bike lanes and sidewalks with an accompanying shared use path along the Gulf States utility corridor remained along the existing and future roadway extension.

As areas of the City grow, changing traffic patterns and volumes can necessitate changes in how intersections and crossings should operate. Traffic-calming measures have been evaluated and implemented in recent years in different parts of the Pebble Creek subdivision to respond to traffic concerns within the neighborhood. The City has secured funding from TxDOT for a traffic signal at the intersection of William D. Fitch Pkwy and Pebble Creek Pkwy that will start construction later this year. While this area of the City has and will continue to grow, this growth has occurred in a pattern that has been expected.

2. **Compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the City as a whole:** Residents in the area have expressed significant concern regarding the extension of Pebble Creek Pkwy to the south and the implications that increased vehicular traffic will have on the safety and neighborhood integrity of their subdivision. Buffered bike lanes, sidewalks, and shared use path exist on all portions of Pebble Creek Pkwy and extending them to the south would continue that pattern.

Chapter 3 of the Comprehensive Plan, Strong Neighborhoods, is known as the neighborhood integrity chapter of the plan and addresses a variety of related issues. Cut-through traffic, on-street parking, and adequate bicycle and pedestrian infrastructure are common items to be addressed in a context-sensitive manner. Thoroughfares have been designed to limit their impact on residential properties as access and frontage to these streets are restricted since they are designed to carry

more traffic than residential streets and connect neighboring subdivisions and areas of the City together. With development of the Pebble Creek subdivision, Pebble Creek Pkwy was designed and intended to function in this manner and extend beyond the subdivision. In this chapter of the Comprehensive Plan, it states, “connectivity in and around neighborhoods should be encouraged to help disperse traffic rather than funnel it onto one or two major roads” (page 62). As discussed within Review Criteria #4 below, removal of the Pebble Creek Pkwy extension would be expected to lower daily traffic volume than if it were extended. It is expected, however, to also result in an increase in traffic from the Pebble Creek subdivision on St. Andrews Dr and Birkdale Dr, smaller Minor Collector thoroughfares, to travel south in place of the removed Pebble Creek Pkwy.

The presence of traffic originating from adjacent subdivisions passing through each other is not an issue of neighborhood integrity on its own as this is how the transportation network is intended to operate. Issues can arise if traffic volumes and patterns trend outside of what they are designed and intended. Refinements to the transportation system can be implemented to mitigate issues that may arise to address intersection control, turn lanes, types or upgrades to crossings, and traffic calming measures.

3. **Impact on environmentally sensitive and natural areas:** The extension of Pebble Creek Pkwy to the south will likely necessitate a bridge crossing at Alum Creek. This crossing would have a greater impact on the creek than if the extension were removed. It is common, however, for thoroughfares to cross creeks and connect areas of the city together. In the absence of the roadway extension, an emergency access connection and/or a shared use path could cross the creek and likely impact to a lesser extent. The design of a crossing of any kind would be done in accordance with federal standards and City requirements that prohibit adverse impacts related to the floodplain.

4. **Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** The proposed amendment is not anticipated to impact water or wastewater services, or drainage in the area. Between State Highway 6 and Rock Prairie Road to the east, Lakeway Dr and Pebble Creek Pkwy are the only two roadways planned to cross Alum Creek over a 2.5-mile distance. Typically, over this distance there would be many more street connections though Lick Creek, Alum Creek, Lick Creek Park, and developed property limit additional connection opportunities, emphasizing the importance these planned connections serve.

As part of the analysis performed since the September 2025 Council Workshop discussion, staff contracted with a consultant to run four scenarios in the travel demand model to assess the impact that removing the future extension of Pebble Creek Pkwy would have on the future thoroughfare network in the year 2045. The full summary memo has been attached for reference. The travel demand model was last updated in 2021, so the first step was to verify the population and employment projections in this area for 2045 and adjustments were made based mostly on planned growth in the Midtown area and the potential Savannah Oaks tract to the south of the Pebble Creek subdivision. The first scenario utilized the updated projections and the adopted Thoroughfare Plan as the future network, with the second scenario having Pebble Creek Pkwy as a two-lane road to establish a baseline. The third scenario removed the future extensions of Pebble Creek Pkwy to the south and Corporate Pkwy to the north. The fourth scenario is a type of worst case that includes the removals from scenario 3 and removing two future thoroughfares connecting into the ETJ that are becoming less likely to occur with changes to State law related to annexation and cities ability to regulate the ETJ.

The travel demand model scenario outputs show that with full build out of the surrounding area in 2045 that roughly 9,500 vehicles per day would utilize the connection of Pebble Creek Pkwy to the south. If the connection were removed, those vehicles would shift to:

- 1,800 more vehicles per day on Birkdale Dr;
- 3,400 more vehicles per day through the Savannah Oaks development;
- 1,300 more vehicles per day on Southern Pointe Pkwy; and
- 3,000 more vehicles per day on the future ETJ thoroughfare over to Rock Prairie Rd.

With the development build-out and full thoroughfare network in 2045, the two future ETJ thoroughfares are expected to carry a combined 6,900 vehicles per day. As part of scenario 4, those two future thoroughfares are removed to consider a worst-case scenario. The resulting traffic volume shift in 2045 on the reduced thoroughfare network would be:

- 3,600 more vehicles per day on Birkdale Dr;
- 6,200 more vehicles per day through the Savannah Oaks development; and
- 4,100 more vehicles per day on Southern Pointe Pkwy.

The removal of the Pebble Creek Pkwy extension increases traffic on the Lakeway Dr and Midtown Dr corridor. Lakeway Dr is observed to have five of its nine segments in 2045 be Nearing Congestion or Congested. With removal of the Pebble Creek Pkwy extension, the number of segments that are Nearing Congestion to Congested increases to seven of the nine segments. It remains seven of the nine segments in scenario 4 though each has a higher volume to capacity ratio numbers within those thresholds. The traffic congestion on Lakeway Dr in 2045 would be comparable to how Holleman Dr between Texas Ave and Wellborn Rd currently operates. Portions would be congested in peak times and not a desired circumstance. The City could amend the thoroughfare classification of Lakeway Drive to be a Minor Arterial to overset this.

If the Pebble Creek Pkwy extension were to remain and be two lanes, it is anticipated to be in the Nearing Congestion threshold within the Pebble Creek subdivision as the projected volume to capacity ratio is above 0.65 but still below 1.0. In observing the existing segments within the subdivision, most are just above the Acceptable threshold of a volume to capacity ratio below 0.65.

The impact on emergency response is another analysis that was performed. A good thoroughfare network aids in emergency response and response time is a critical component of providing adequate public safety. The Fire Department evaluated response time to the future Savannah Oaks development to the south of the Pebble Creek subdivision from the nearest Fire Station No. 5 located on William D. Fitch Pkwy. Response times were evaluated using the RAND Institute Travel Time Equation, the industry standard used by the Insurance Services Organization (ISO) to determine fire engine emergency response times. Additionally, the NFPA 1710 standards for call processing (90 seconds) and turnout time (80 seconds) were incorporated to estimate the Total Response Time.

The response time analysis included four locations within the Savannah Oaks development, and five response routes were evaluated for each location. For most locations, the response time increased by approximately two minutes or more when not utilizing the extension of Pebble Creek

Pkwy. The analysis of emergency response routes and estimated times are attached. The response analysis clearly demonstrates that the extension of Pebble Creek Pkwy provides the best overall response time to the proposed Savannah Oaks development.

Loss of the future extension of Pebble Creek Pkwy will have a negative impact on the remaining thoroughfare network, connectivity, and emergency response in this area of the City. In its absence, substantial investment by the City is likely needed to mitigate the degradation in emergency response time and redundancy and increased traffic congestion on corridors and intersections resulting from a reduced thoroughfare network.

5. **Consistency with the goals and strategies set forth in the Comprehensive Plan:** The Comprehensive Plan has goals and strategies for the various components to help obtain the desired community character, infrastructure, and services. This item can be seen as competing goals related to neighborhood integrity, implementation of the Thoroughfare Plan, and maintaining good emergency response. A discussion regarding neighborhood integrity is stated in Review Criteria #2 above while a discussion of the impact on traffic congestion, connectivity, and emergency response is provided as part of Review Criteria #4. In Chapter 6, Integrated Mobility, of the Comprehensive Plan, it states “poor street connectivity can degrade the overall efficiency of the mobility system as trips are funneled to fewer corridors and may cause the need for more substantial improvements” (see page 86).

City-wide citizen surveys have consistently listed managing traffic congestion as one of the highest priority services needs along with emergency services. In the 2025 citizen survey, 98% of respondents stated managing traffic congestion as a high priority but only 21% felt it was being managed in a good or excellent manner, the largest discrepancy in the survey of importance of the service compared to the quality provided.

Budget & Financial Summary:

Attachments:

1. Comp. Plan Amendment PCP Ordinance
2. Thoroughfare Plan Amendment Exhibit
3. Pebble Creek Master Development Plan and Thoroughfares
4. Travel Demand Modeling Summary Memo
5. Emergency Response Routes and Times

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUNCTIONAL CLASSIFICATION AND CONTEXT CLASS MAP – TO AMEND ASSOCIATED MAPS IN THE BICYCLE, PEDESTRIAN, AND GREENWAYS MASTER PLAN INCLUDING THE PROPOSED BICYCLE FACILITIES MAP AND PROPOSED PEDESTRIAN FACILITIES MAP TO REMOVE THE FUTURE EXTENSION OF PEBBLE CREEK PARKWAY, A MINOR ARTERIAL, BETWEEN ST. ANDREWS DRIVE AND THE FUTURE MINOR ARTERIAL TO THE SOUTH INCUDING ASSOCIATED BIKE LANES AND SIDEWALKS; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the "Official City of College Station Comprehensive Plan" is hereby amended by adding new Subsections "C.8" and "E.3.c." of Exhibit "A" thereto as set out in Exhibit "A" attached hereto and made a part hereof; as set out in Exhibit "B," Exhibit "C," and Exhibit "D" attached hereto and made a part hereof.

PART 2: That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

PART 3: That this Ordinance shall take effect immediately from and after its passage.

PASSED, ADOPTED and APPROVED this 9th day of April, 2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

That Ordinance No.4303 adopting the "Official City of College Station Comprehensive Plan" as amended, is hereby amended by adding Subsections "C.8" and "E.3.c." to Exhibit "A" of said plan for Exhibit "A" to read in its entirety as follows:

A. Comprehensive Plan

The Official City of College Station Comprehensive Plan (Ordinance 4303) is hereby adopted and consists of the following:

1. Plan Foundation;
2. Distinctive Places;
3. Strong Neighborhoods;
4. A Prosperous Economy;
5. Engaging Spaces;
6. Integrated Mobility;
7. Exceptional Services;
8. Managed Growth;
9. Collaborative Partnerships; and
10. Plan Implementation

B. Master Plans

The following Master Plans are hereby adopted and made a part of the Official City of College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
5. Parks, Recreation, and Open Spaces Master Plan dated July 2011;
6. Medical District Master Plan dated October 2012;
7. Economic Development Master Plan dated May 2020;
8. The Water System Master Plan dated April 2017;
9. The Wastewater System Master Plan dated April 2017;
10. Northeast Gateway Redevelopment Plan dated September 2023;
11. Wellborn District Plan dated October 2023; and
12. Housing Action Plan dated September 2024.

C. Master Plan Amendments

The following Master Plan Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Expiring the East College Station Transportation Study dated May 2005 – Ordinance 4404, dated November 10, 2022.
2. Expiring the Central College Station Neighborhood Plan dated June 2010 – Ordinance 4404, dated November 10, 2022.
3. Expiring the Eastgate Neighborhood Plan dated June 2011 – Ordinance 4404, dated November 10, 2022.
4. Expiring the Southside Area Neighborhood Plan dated August 2012 – Ordinance 4404, dated November 10, 2022.
5. Expiring the South Knoll Neighborhood Plan dated September 2013 – Ordinance 4404, dated November 10, 2022.
6. Amended as shown in the Northeast Gateway Redevelopment Plan for Map 5.4 Proposed Bicycle Facilities and Map 5.5 Proposed Pedestrian Facilities within the Bicycle, Pedestrian, and Greenways Master Plan – Ordinance 4470, dated September 28, 2023.
7. Amended as shown in the Wellborn District Plan for Map 5.4 Proposed Bicycle Facilities and Map 5.5 Proposed Pedestrian Facilities within the Bicycle, Pedestrian, and Greenways Master Plan – Ordinance 4474, dated October 12, 2023.
8. Amended as shown in the Bicycle, Pedestrian, and Greenways Master Plan for Map 5.4 Proposed Bicycle Facilities and for Map 5.5 Proposed Pedestrian Facilities – this Ordinance, dated April 9, 2026.

D. Text Amendments

The following Text Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Text Amendments:
    a. *Chapter 2. Distinctive Places* by amending the text regarding the Neighborhood Center future land use description, intent, and generally appropriate zoning districts – Ordinance 4351, dated April 28, 2022.
    b. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to remove expired plans – Ordinance 4404, dated November 10, 2022.

c. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to rename the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
d. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to update it to the Wellborn District Plan, to revise the Future Land Use & Character descriptions to remove the Wellborn future land use and incorporate it and the Wellborn-specific zoning districts into the Neighborhood Commercial, Suburban Residential, and Estate Residential future land use descriptions and generally appropriate zoning districts – Ordinance 4474, dated October 12, 2023.

E. Map Amendments

The following Map Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Future Land Use & Character Map:
    a. Approximately 5 acres of land generally located at 2354 Barron Road from Suburban Residential to Neighborhood Commercial – Ordinance 4365, dated June 23, 2022.
    b. Approximately 17 acres of land generally located at 400 Double Mountain Road from Medical to Urban Residential – Ordinance 4378, dated August 11, 2022.
    c. Approximately 0.19 acres of land generally located at 106 Southland Street from Suburban Residential to Neighborhood Commercial – Ordinance 4388, dated September 8, 2022.
    d. Approximately 2.611 acres of land, generally located at 100 - 170 Graham Road from Business Center to Neighborhood Commercial – Ordinance 4435, dated May 15, 2023.
    e. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023..
    f. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
    g. Approximately 3.25 acres of land generally located west of the intersection of Nantucket Drive and State Highway 6 S from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas – Ordinance 4520, dated May 23, 2024.
    h. Approximately 3 acres of land generally located at located at 116 and 120 Morgans Lane from Urban Residential to General Commercial.
    i. Approximately 11 acres of land generally located at 3182 Holleman Drive South from Mixed Residential and Natural & Open Areas to Urban Residential.

j. Approximately 1.047 acres of land generally located at 3423 Cain Road and 3197 Holleman Drive South from Mixed Residential to General Commercial.
k. Approximately 3.60 acres of land generally located at 3768 McCullough Road from Estate Residential to Neighborhood Commercial – Ordinance 4578, dated February 27, 2025
l. Approximately 2.752 acres of land generally located at 2360 Harvey Mitchell Parkway South from General Commercial to Urban Residential – Ordinance 4596, dated June 12, 2025.
m. Approximately 2.5 acres of land generally located south of the intersection of University Drive East and East Crest Drive from General Commercial to Urban Residential – Ordinance 4609, dated August 14, 2025.
n. Approximately 6.995 acres of land generally located at 8650 Turkey Creek Road from Neighborhood Center to Urban Residential – Ordinance 4660, dated March 26, 2026.

2. Planning Areas Map:
    a. Removing the Central College Station Neighborhood Plan, Eastgate Neighborhood Plan, Southside Area Neighborhood Plan, and South Knoll Neighborhood Plan – Ordinance 4404, dated November 10, 2022.
    b. Renaming the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    c. Renaming the Wellborn Community Plan to the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.

3. Functional Classification & Context Class Map:
    a. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    b. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
    c. Amended to remove the future extension of Pebble Creek Parkway, a Minor Arterial, between St. Andrews Drive and the future Minor Arterial to the south -this Ordinance, dated April 9, 2026

F. General

1. **Conflict.** All parts of the Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without

reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.

2. **Purpose.** The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its Extraterritorial Jurisdiction ("ETJ"). The Comprehensive Plan depicts generalized locations of proposed future land uses, including thoroughfares, bicycle and pedestrian ways, parks, greenways, and waterlines, and sewer lines that are subject to modification by the City to fit local conditions and budget constraints.

3. **General nature of Future Land Use.** The Comprehensive Plan, in particular the Future Land Use & Character Map and any adopted amendments thereto, shall not be, nor be considered, a zoning map, shall not constitute zoning regulations or establish zoning boundaries, and shall not be site or parcel specific but shall be used to illustrate generalized locations.

4. **General nature of College Station Comprehensive Plan.** The Comprehensive Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as thoroughfares, bikeways, pedestrian ways, greenways, waterlines, and sewer lines that are a part of the Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Comprehensive Plan without being considered an amendment thereto.

5. **Reference.** The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

EXHIBIT B

That the "Bicycle, Pedestrian, and Greenways Master Plan" is hereby amended by amending a portion of Map 5.4 titled "Proposed Bicycle Facilities" by removing the future bike lanes along the future extension of Pebble Creek Parkway, a Minor Arterial, between St. Andrews Drive and the future Minor Arterial to the south as shown as follows:

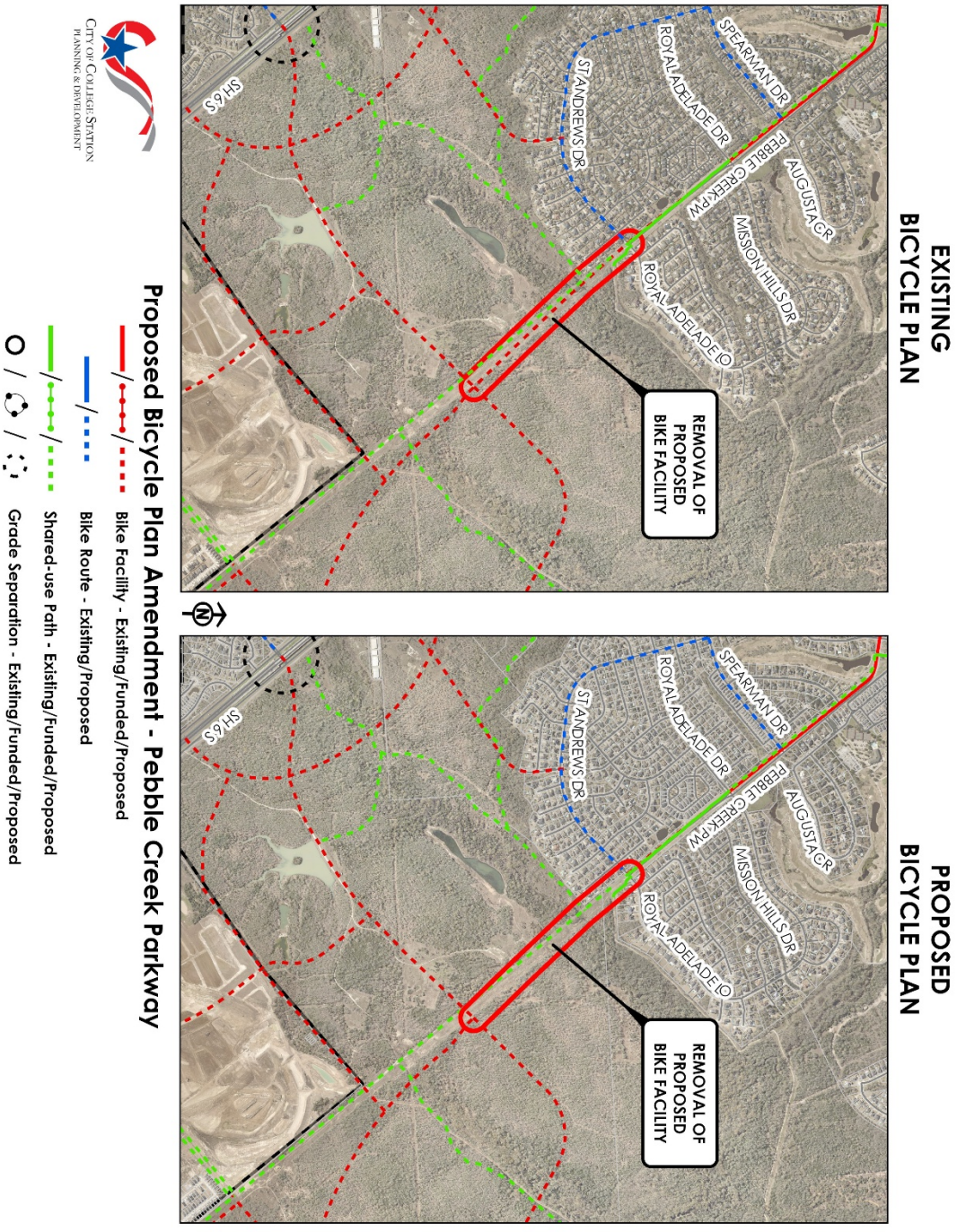


EXHIBIT C

That the "Bicycle, Pedestrian, and Greenways Master Plan" is hereby amended by amending a portion of Map 5.5 titled "Proposed Pedestrian Facilities" by removing the future sidewalks along the future extension of Pebble Creek Parkway, a Minor Arterial, between St. Andrews Drive and the future Minor Arterial to the south as shown as follows:

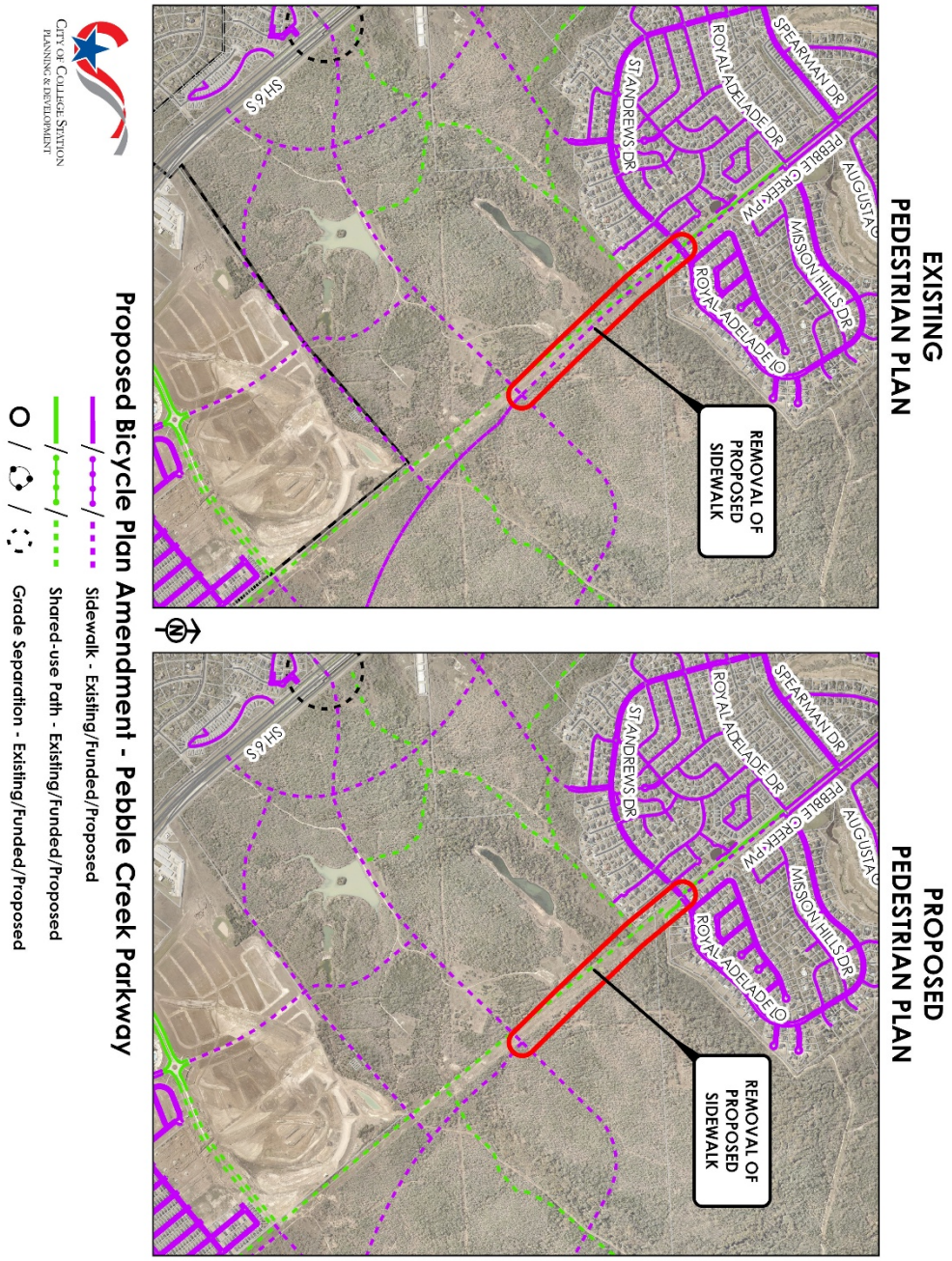
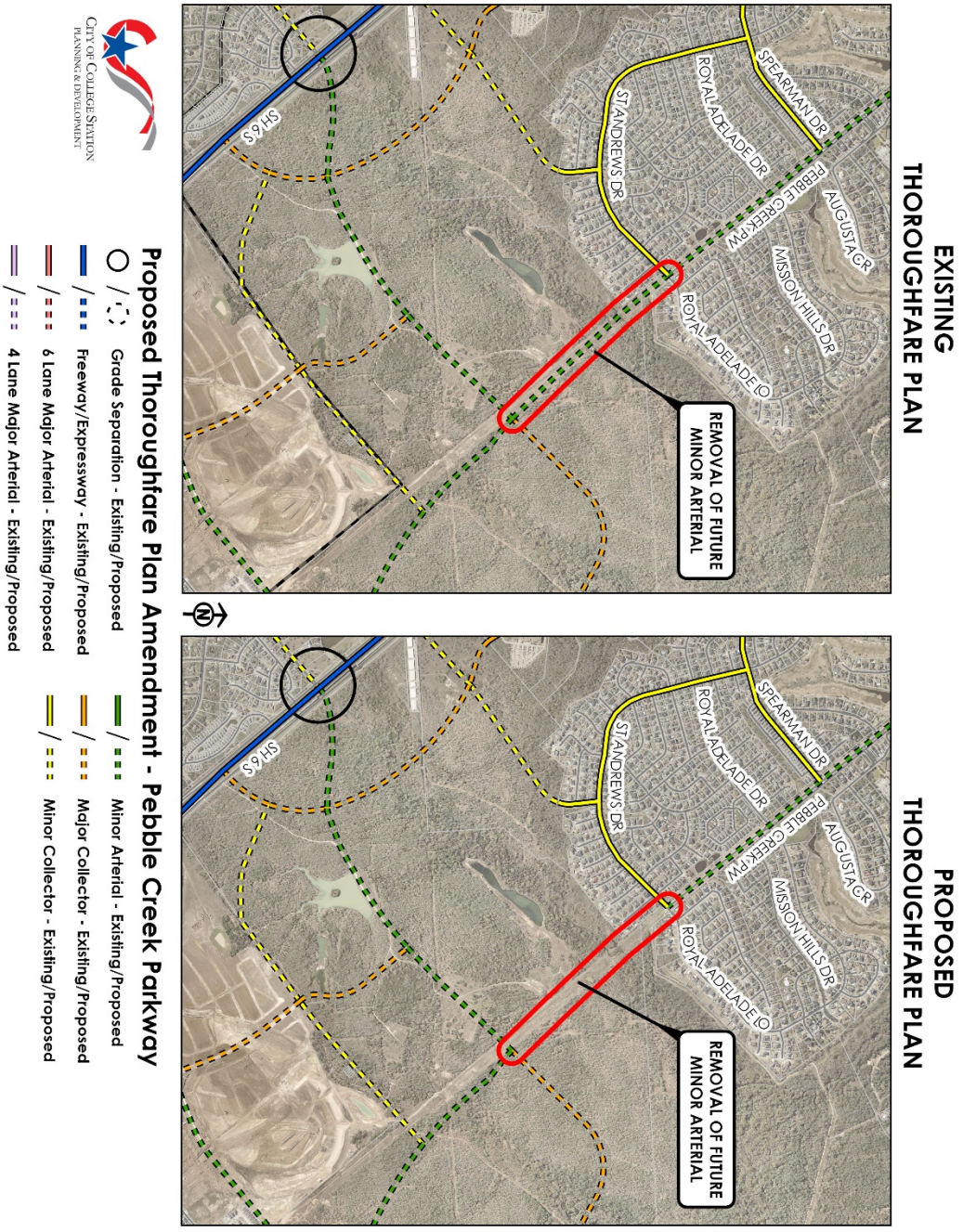
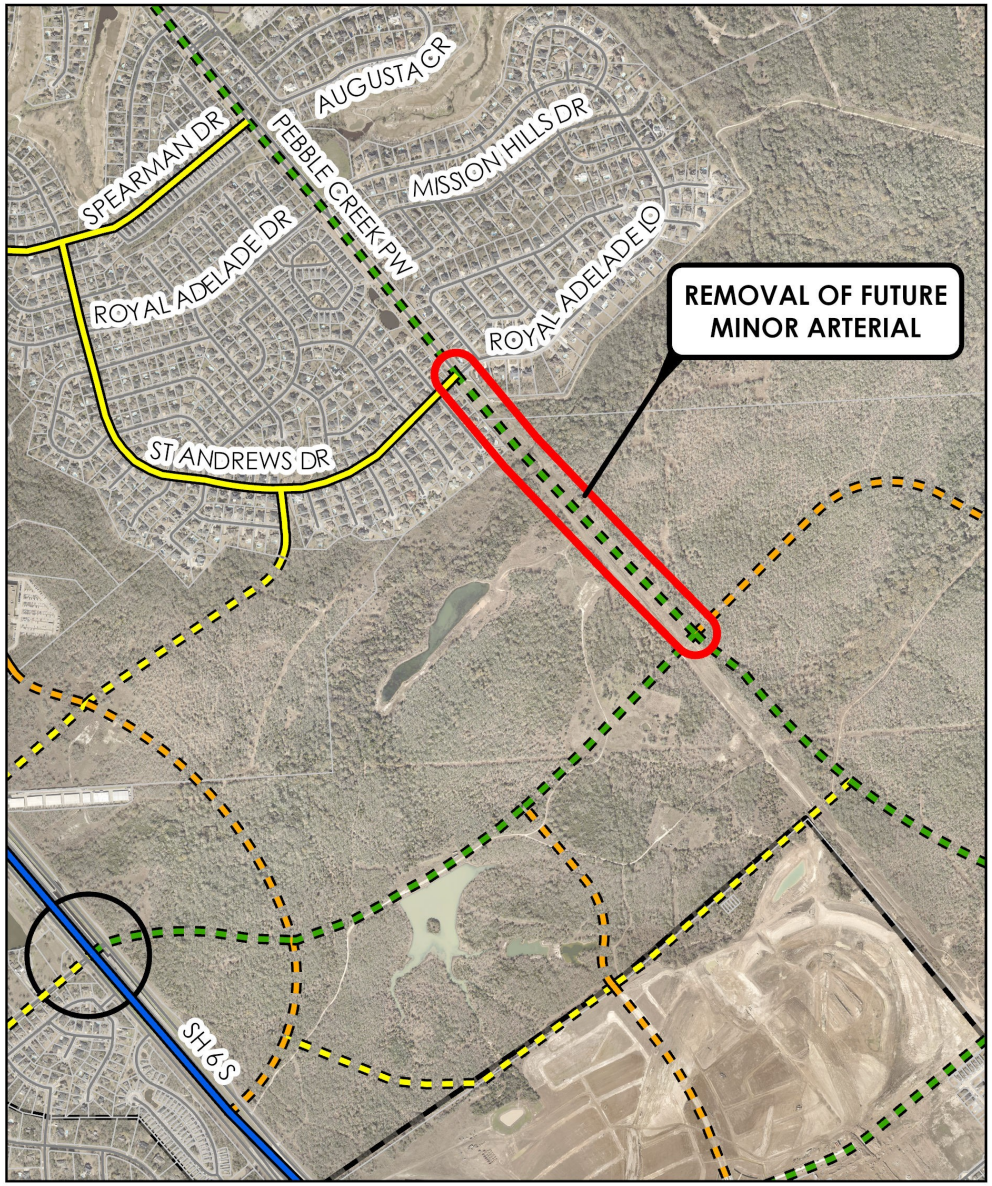


EXHIBIT D

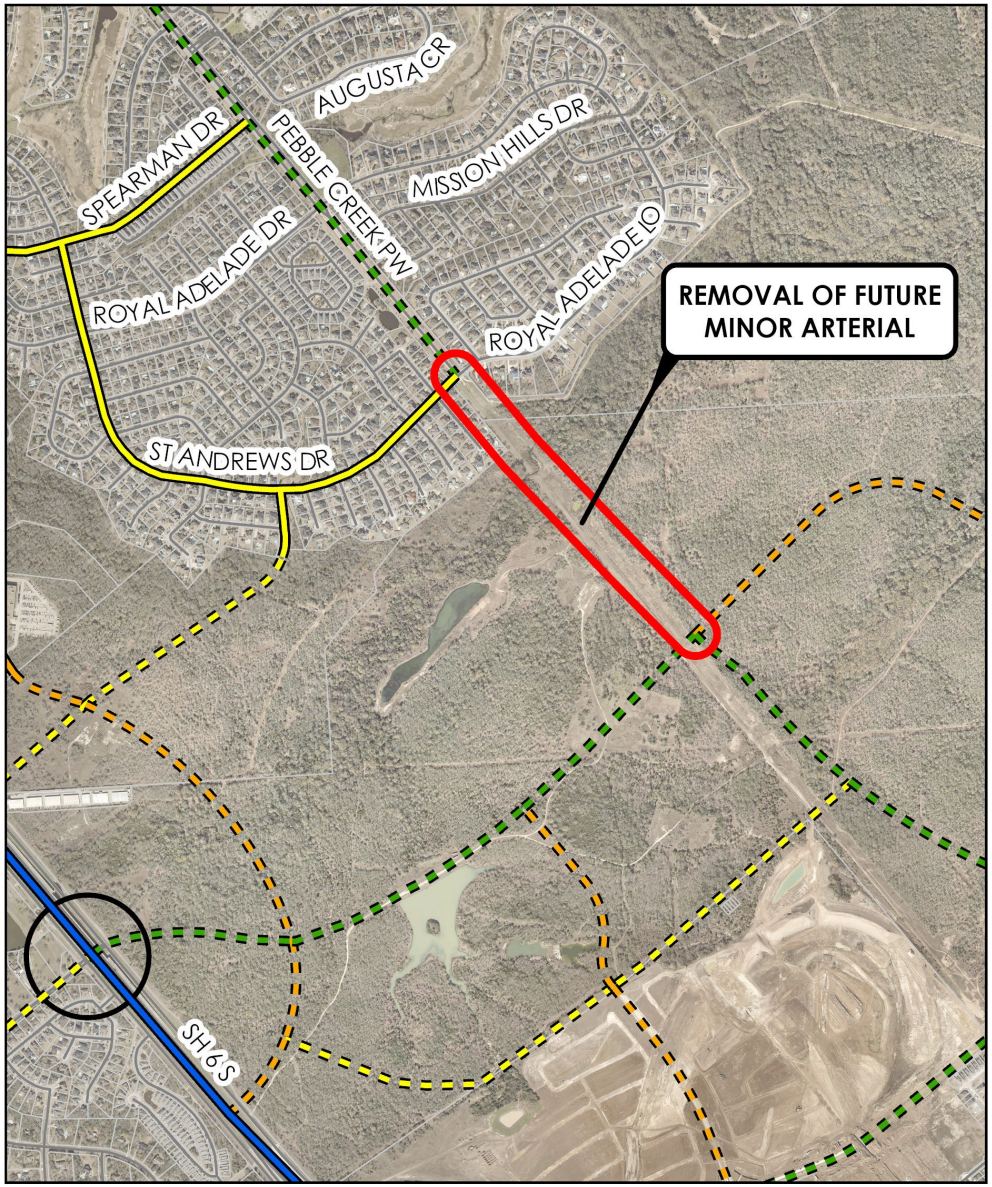
That the "Official City of College Station Comprehensive Plan" is hereby amended by amending a portion of Map 6.3 titled "Functional Classification & Context Class" by removing the future extension of Pebble Creek Parkway, a Minor Arterial, between St. Andrews Drive and the future Minor Arterial to the south as shown as follows:



EXISTING THOROUGHFARE PLAN



PROPOSED THOROUGHFARE PLAN



N

CITY OF COLLEGE STATION
PLANNING & DEVELOPMENT

Proposed Thoroughfare Plan Amendment - Pebble Creek Parkway

- Grade Separation - Existing/Proposed
- Freeway/Expressway - Existing/Proposed
- 6 Lane Major Arterial - Existing/Proposed
- 4 Lane Major Arterial - Existing/Proposed
- Minor Arterial - Existing/Proposed
- Major Collector - Existing/Proposed
- Minor Collector - Existing/Proposed

Marsh | Windham & Thurmon | Creagor | City of College Station | Olden | First National Bank
T. Caruthers League A-9
N. Clampitt Survey A-90

Greens Prairie Road
26' Pavement w/ 9' Shoulders
N 43°04'05" E - 814.85'
N 41°49'22" E - 2681.45'
N 41°22'22" E - 2555.28'
167.76'

Texas Centroid Ranch
Section One
Vol. 981, Pg. 221

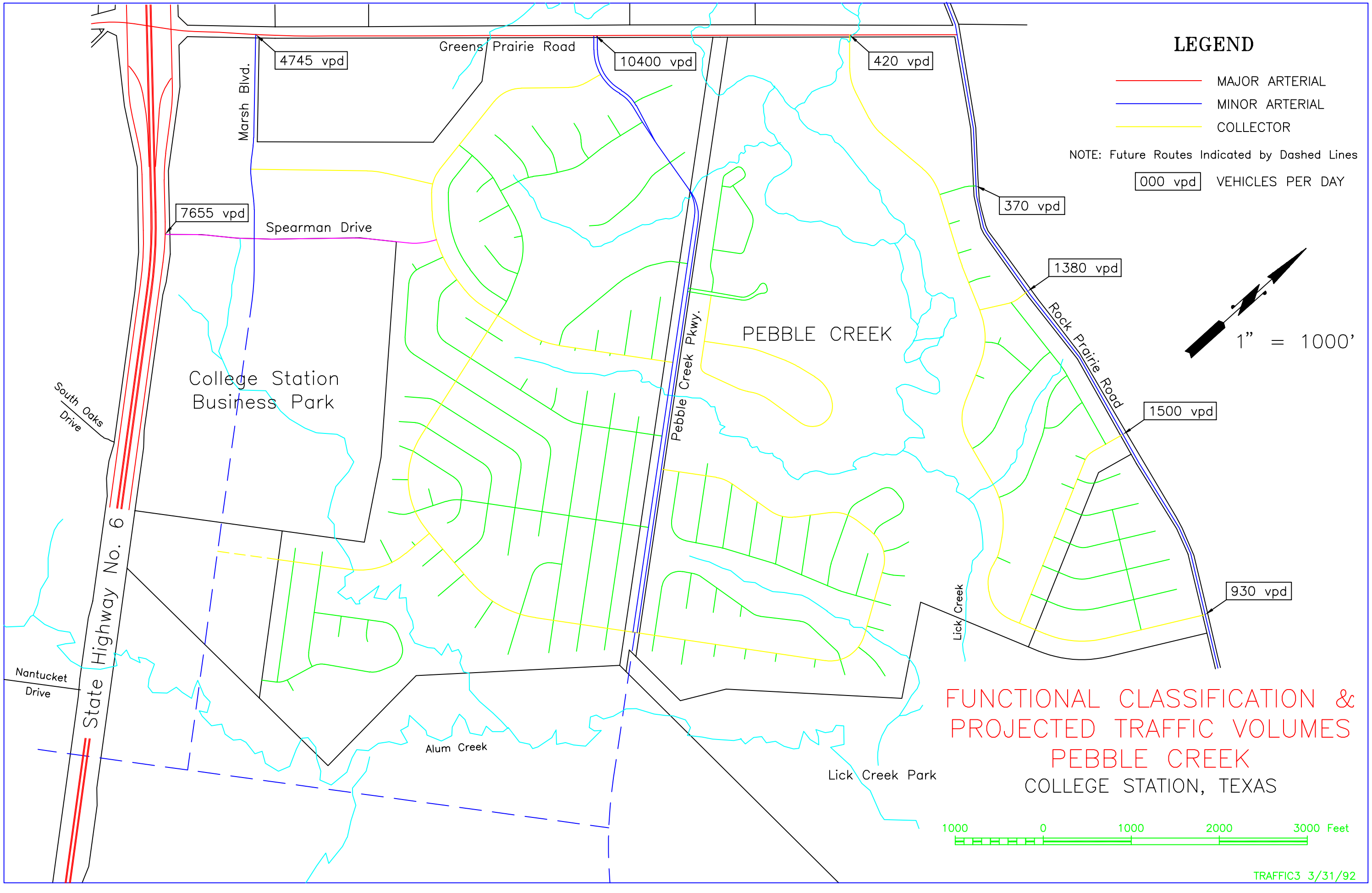
Hospital Corporation of America
65.00 Acres
Vol. 961, Pg. 306

Greenleaf Hospital
S 46°55'58" E - 1180.55'
56' Pavement - 80' R.O.W.
N 42°07'45" E - 2000.00'
N 47°52'15" W - 500.00'
N 47°19'38" W - 885.32'

Commercial
Multi-Family
Administrative/ Professional
Park
School
Golf Course
Clubhouse Area
Commercial
Oil Well

39' Pavement - 60' R.O.W.
28' Pavement - 50' R.O.W.
2 - 24' Pvmt w/Median
100' R.O.W.
2 - 24' Pvmt w/ Median
100' R.O.W.
N 39°42'40" W - 2714.35'
S 39°42'40" E - 2715.05'
100' R.O.W.

College Station City Limits
S 42°09'31" W - 439.21'
S 47°47'50" W - 431.45'
S 43°30'30" W - 420.08'
S 44°13'05" W - 1000.80'
S 48°00'31" W - 416.69'
S 47°47'04" W - 1443.38'
N 49°48'46" E - 2922.04'
N 49°49'10" W - 1918.27'
S 39°07'35" W - 2317.16'
S 80°31'08" W - 1080.52'
S 23°47'46" E - 1401.01'
S 80°49'41" W - 100.52'
S 27°49'28" W - 536.67'
S 44°59'29" W - 2000.00'
S 37°00'31" E - 1114.60'
S 64°14'29" W - 1327.52'
S 37°00'31" E - 2317.16'
S 47°47'04" E - 1004.65'
S 42°38'11" W - 1284.18


LEGEND
MAJOR ARTERIAL
MINOR ARTERIAL
COLLECTOR
NOTE: Future Routes Indicated by Dashed Lines
000 vpd VEHICLES PER DAY
1" = 1000'
4745 vpd
10400 vpd
420 vpd
370 vpd
1380 vpd
1500 vpd
930 vpd
7655 vpd
Greens Prairie Road
Marsh Blvd.
Spearman Drive
Rock Prairie Road
Pebble Creek Pkwy.
PEBBLE CREEK
College Station
Business Park
South Oaks
Drive
State Highway No. 6
Nantucket
Drive
Alum Creek
Lick Creek
Lick Creek Park
FUNCTIONAL CLASSIFICATION &
PROJECTED TRAFFIC VOLUMES
PEBBLE CREEK
COLLEGE STATION, TEXAS
1000 0 1000 2000 3000 Feet
TRAFFIC3 3/31/92

Kimley»Horn

MEMORANDUM

To: Jason Schubert, AICP
Transportation Planning Administrator
Planning & Development Services
City of College Station

From: Douglas Arnold, P.E.
Kimley-Horn and Associates, Inc.

Date: March 10, 2026
Subject: Travel Demand Model Update
City of College Station, Texas

03/10/2026

Introduction

The purpose of this memorandum is to document updates to the travel demand model as part of the thoroughfare planning process based on updated socioeconomic data (demographics) and the evaluation of potential thoroughfare revisions related to Pebble Creek Parkway and Corporate Parkway. A sub-area model analysis of the Bryan-College Station MPO was performed to evaluate the impacts of removing two thoroughfares that are currently within the City's Master Thoroughfare Plan:

- **Pebble Creek Parkway** – Removal of the throughfare from its current terminus just south St Andrews Drive / Royal Adelade Loop, eliminating any connections to future developments to the south of the Pebble Creek neighborhood.
- **Corporate Parkway** – Removal of the future thoroughfare between Midtown Drive and William D. Fitch Parkway.

The following memo provides a detailed summary of the model updates and scenarios considered.

Background

The Bryan-College Station MPO travel demand model was developed by TxDOT as part of the Texas Package Suite (TexPACK). As part of the previous bond prioritization project for the City of College Station, Kimley-Horn provided an update to the TexPACK model which included calibration to existing year conditions (2017), development of future socioeconomic data (demographics), and modeled the future year forecast using the then current Master Thoroughfare Plan (MTP).

A second update was performed in 2021 to review and refine future demographics within the city limits of College Station, and the thoroughfare plan was updated based on input from City staff. Multiple alternatives were evaluated for inclusion/exclusion of future thoroughfare roadway and functional classifications. There were alternatives evaluated and some of them were incorporated into the currently adopted Master Thoroughfare Plan.

Sub-Area Model Updates

Socioeconomic Data (Demographics)

The sub-area modeling included a review of future land use projections in the general area of SH 6 and William D Fitch. Parkway includes two large developments in the southern portion of the study area (Southern Pointe and Savannah Oaks). Additionally, the Midtown development and surrounding area was updated based on recent and planned growth. This included splitting a large traffic analysis zone (TAZ 433) into six smaller, more refined zones. The general area of study and traffic analysis zones is provided in **Exhibit 1** (attached).

City staff reviewed the data and provided recommended changes to the 2045 demographics. In total, an additional 1,500 households and 1,585 employees were added to the study area. **Table 1** provides a summary of the changes to the 2045 demographics.

Table 1: 2045 Demographic Updates

TAZ	2045 Households (Current)	2045 Population (Current)	2045 Households (Proposed)	2045 Population (Proposed)	2045 Employment (Current)	2045 Employment (Proposed)	2045 Basic Employment	2045 Retail Employment	2045 Serivce Employment
NORTH OF WILLIAM D. FITCH PARKWAY									
475	96	228	0	0	702	702			
269	121	288	0	0	1,971	1,971			
264	66	157	555	1,320	1,186	1,186			
388	286	681	564	1,343	1,399	1,399			
493	170	170	1,015	2,405	126	126			
391	185	439	185	439	399	399			
492	10	10	324	769	626	626			
476	6	6	0	0	1,111	1,111			
410	304	710	212	495	1,687	1,687			
395	10	24	0	0	488	488			
501	17	40	0	0	77	77			
SOUTH OF WILLIAM D. FITCH PARKWAY									
500	55	169	0	0	2,157	2,157			
419	553	1,703	553	1,703	210	210			
434	166	511	166	511	2,439	2,439			
426	361	1,112	361	1,112	0	0			
411	123	293	123	293	0	0			
465	615	1,464	425	1,012	587	587			
407	246	585	246	585	0	0			
413	364	866	284	676	0	0			
418	71	169	71	169	0	0			
433	6,073	18,098	50	149	1,686	80	80	0	0
118*			459	1,368		145	0	56	89
120*			0	0		1,552	0	597	955
123*			2,897	3,475		1,274	114	442	718
124*			1,166	8,633		185	88	19	78
125*			1,745	5,200		35	35	0	0

*Note *: Due to model limitations for adding newzones, TAZs 118, 120, 123, 124, and 125 were zones that were relocated from Downtown Bryan.*

Travel Demand Model Network

The demographic data is assigned to the model highway network through centroid connectors, which represents connections to the TAZs to the network. Based on a review of how the centroid connectors were loading to the network, many of them were updated in the study area east of SH 6, north and south of William D. Fitch Parkway. The model network was reviewed to ensure it was consistent with the City's currently adopted Master Thoroughfare Plan.

Scenario Modeling

The following scenarios were evaluated using the 2045 travel demand model, considering the updated to the demographic data and model network as described previously in this memo:

- **Scenario 1** – 2045 Model Run using the refined demographics and the currently adopted Master Thoroughfare Plan roadways.
- **Scenario 2** – 2045 Model Run assuming that Pebble Creek Parkway is a two-lane facility (current cross section).
- **Scenario 3** – 2045 Model Run performed for Scenario 2 with the removal of Pebble Creek Parkway and Corporate Parkway.
- **Scenario 4** – 2045 Model Run performed for Scenario 3, and the removal of ETJ roadways in the far southeast part of the model area.

The results of the scenario modeling are provided in **Exhibit 2** through **Exhibit 9** (attached); see below for detail of the content for each exhibit:

- **Exhibit 2** – Scenario 1 Daily Volumes
- **Exhibit 3** – Scenario 1 Daily Volume-to-Capacity ratios
- **Exhibit 4** – Scenario 2 Daily Volumes
- **Exhibit 5** – Scenario 2 Volume-to-Capacity ratios
- **Exhibit 6** – Scenario 3 Daily Volumes
- **Exhibit 7** – Scenario 3 Volume-to-Capacity ratios
- **Exhibit 8** – Scenario 4 Daily Volumes
- **Exhibit 9** – Scenario 4 Volume-to-Capacity ratios

Each scenario has an exhibit that shows the projected 2045 daily model volumes, as well as an exhibit showing the volume-to-capacity ratio of the model network links. The link LOS was broken down into Acceptable (v/c of 0.65 or less), Nearing Congested (v/c of 0.66 to 0.99), and Congested (v/c greater than 0.99), with a general service volumes assumptions as follows: 15,000 vehicles per day (vpd) for 2-lane roadways, 30,000 vpd for 4-lane roadways, and 45,000 vpd for 6-lanes roadways.

Summary of Results

The following section will discuss the results of each of the scenarios that were performed.

Scenario 1 – Base Condition

The model results show that Pebble Creek Parkway has a projected daily volume of 20,100 vpd near William D. Fitch Parkway and 15,500 vpd through the southern extension south of St. Andrews Drive. These volumes are quite a bit higher than existing volumes, and the increase is largely contributed to the developments proposed to the south (Southern Pointe and Savannah Oaks).

This elevates the section of Pebble Creek Parkway from William D. Fitch Parkway and Spearman Drive to Nearing Congested conditions in the 2045 model scenario.

The projected daily volume of Corporate Parkway between Midtown Drive and William D. Fitch Parkway is projected to be 5,500 vpd in 2045. Due to the floodplain in the area of this future alignment, this connection is not expected to provide significant local access to surrounding land uses and rather just serves as a connection to the two thoroughfares of Midtown Drive and William D. Fitch Parkway.

In this scenario, Midtown Drive from Town Lake Drive to William D. Fitch Parkway and Lakeway Drive from William D. Fitch Parkway to Gateway Boulevard are showing to be at either Nearing Congested or Congested conditions for the 2045 model year, assuming a 2-lanes for Midtown Drive.

The future alignment of Mather Parkway between the future extension of Nantucket Drive and Southern Pointe Parkway is projected to be at Nearing Congested conditions in the 2045 model.

Scenario 2 – Base Condition + Reduction of Pebble Creek Parkway to Two-Lanes

The purpose of this model scenario was to evaluate the impacts to future volume projections if Pebble Creek Parkway were to be downgraded from a 4-Lane Minor Arterial to a 2-Lane Major Collector (such as Midtown Drive/Lakeway Drive). This scenario kept the ETJ roadways in the model network.

The model results show that Pebble Creek Parkway has a projected daily volume of 11,300 vpd near William D. Fitch Parkway and 9,500 vpd through the southern extension south of St. Andrews Drive. These volumes projections would still show Pebble Creek Parkway in the Nearing Congested conditions range with these 2045 model volume projections.

Scenario 3 – Base Condition + Reduction of Pebble Creek Parkway to Two-Lanes + Removal of Pebble Creek Parkway and Corporate Parkway

The model results show that Pebble Creek Parkway has a projected daily volume of 7,700 vpd near William D. Fitch Parkway and volumes dropping as you approach St. Andrews Drive. This results in Pebble Creek Parkway to be performing with Acceptable conditions. Similar results can be expected for Midtown Drive and Lakeway Drive in this scenario as compared to Scenario 1 and Scenario 2, where some links are expected at Nearing Congested conditions and others are expected at Congested conditions.

A comparison of model volumes was performed for Scenario 2 and Scenario 3 to determine where the volumes along Pebble Creek Parkway would redistribute if the link south of St. Andrews Drive were to be removed. The results are provided in Exhibit 10 (attached) and described further below:

- An increase of 3,000 vehicles per day is anticipated on the future extension of Southern Pointe Parkway to Rock Prairie Road.
- An increase of 6,500 vehicles per day west to Lakeway Drive and SH 6 via Southern Pointe Parkway, Nantucket Drive, and future Misty Lane.

Scenario 4 – Base Condition + Reduction of Pebble Creek Parkway to Two-Lanes + Removal of Pebble Creek Parkway and Corporate Parkway + Removal of ETJ Roadways

This model scenario was performed to determine the impacts of removing the ETJ roadways in the southeast part of the model area, assuming all of the network changes from Scenario 3. With this scenario, the east-west sections of Southern Pointe Parkway and Nantucket Drive east of Lakeway Drive are anticipated to go from Acceptable conditions to Nearing Congested conditions. The sections of Pebble Creek Parkway are still expected at Acceptable conditions.

Conclusions and Recommendations

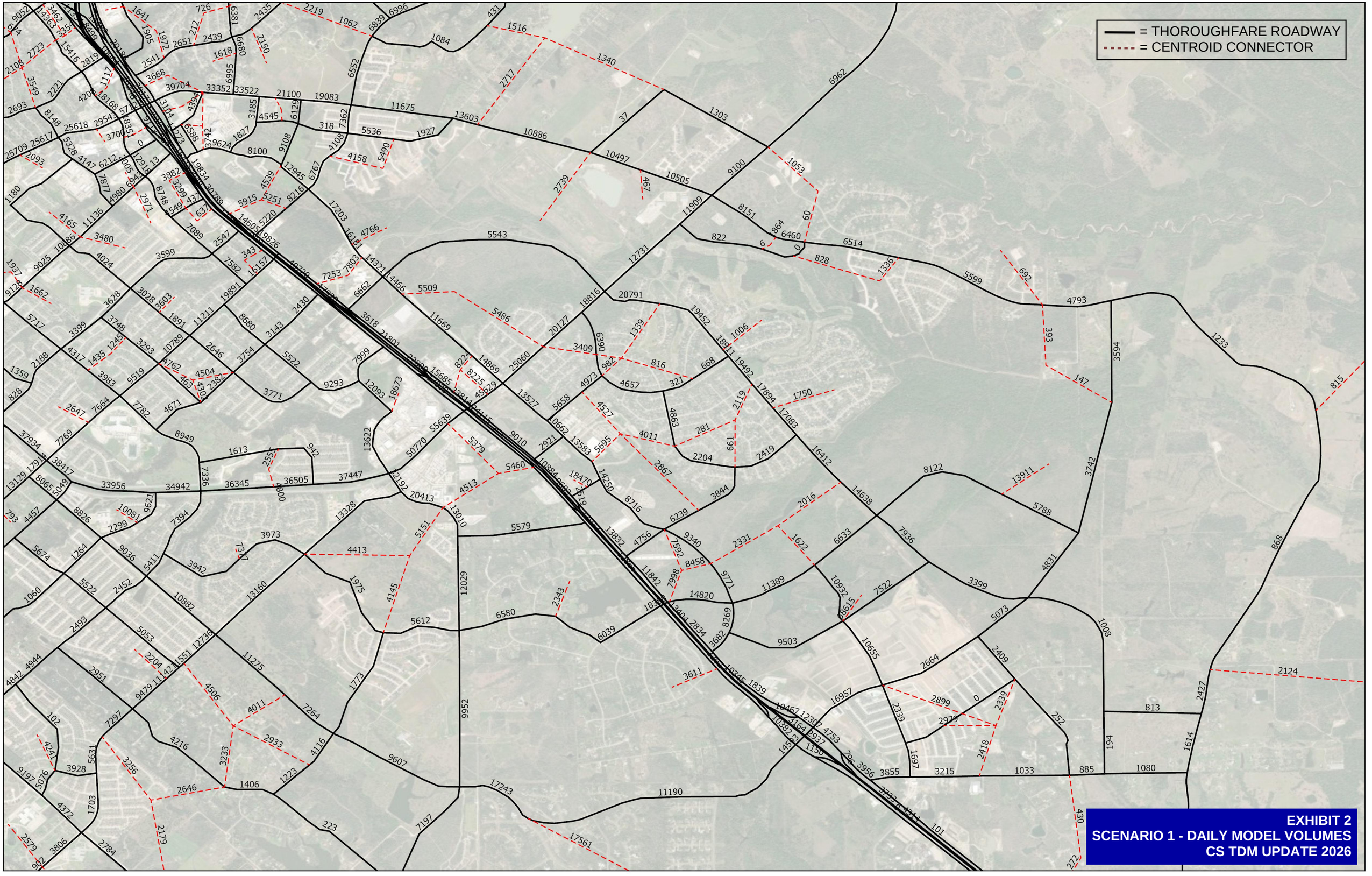
Based on the preceding scenario modeling for the removal of Pebble Creek Parkway (south of St. Andrews Drive) and Corporate Parkway (between Midtown Drive and William D. Fitch Parkway), the following recommendations should be considering in the decision-making process:

- *Pebble Creek Parkway Removal*
  - Scenario 1 shows model volumes along Pebble Creek Parkway to be in the Tolerable LOS condition with 2045 model volumes ranging from 15,500 vpd to 20,100 vpd.
  - Scenario 2 shows that when reducing Pebble Creek Parkway to a 2-lane cross section (as it is today), the projected volumes in 2045 range from 9,500 vpd to 11,300 vpd.
  - With the removal of the two thoroughfares, and the reclassification of Pebble Creek Parkway to a 2-lane cross section, the volumes along Pebble Creek Parkway are reduced to 7,700 vpd near William D. Fitch Parkway. This results in conditions improving from Nearing Congested conditions to Acceptable conditions.
- *Corporate Parkway Removal*
  - The projected volume on Corporate Parkway, between Midtown Drive and William D. Fitch Parkway is 5,500 vpd in the 2045 model scenario. With the removal of the thoroughfare, the surrounding roadway network does not experience a significant impact in LOS.
- *Impacts on Midtown Drive / Lakeway Drive*
  - The 2045 model results generally show through all scenarios that Midtown Drive between Town Lake Drive and Gateway Boulevard is anticipated to operate in the Nearing Congested conditions to Congested conditions.
  - The only change of operating conditions of Midtown Drive / Lakeway Drive between the various scenarios is the section of Lakeway Drive from Venture Drive and Gateway Boulevard, where the LOS is anticipated to degrade from Nearing Congested conditions to Congested conditions with the removal of the thoroughfares.
  - A change in the throughfare classification is not recommended since the roadway projections show it to be just over the Nearing Congested conditions; however, the intersections along Lakeway Drive at Venture Drive and Gateway Drive should be monitored in the future for additional intersection traffic control options.

Based on the preceding sub-area modeling, the removals of Pebble Creek Parkway (south of St. Andrews Drive) and Corporate Parkway (between Midtown Drive and William D. Fitch Parkway) do not have a significant impact on the operating conditions of the surrounding throughfares in the area, even with considerations for future development potential.

The model results should be only a part of the decision-making process for any changes to the adopted Master Thoroughfare Network. Other impacts such as emergency response times, multi-modal network connectivity, public and stakeholder input, economic development, and right-of-way and easements.

EXHIBIT 1
STUDY AREA AND TAZ MAP
CS TDM UPDATE 2026


= THOROUGHFARE ROADWAY
= CENTROID CONNECTOR
EXHIBIT 2
SCENARIO 1 - DAILY MODEL VOLUMES
CS TDM UPDATE 2026

= ACCEPTABLE
= NEARING CONGESTION
= CONGESTED

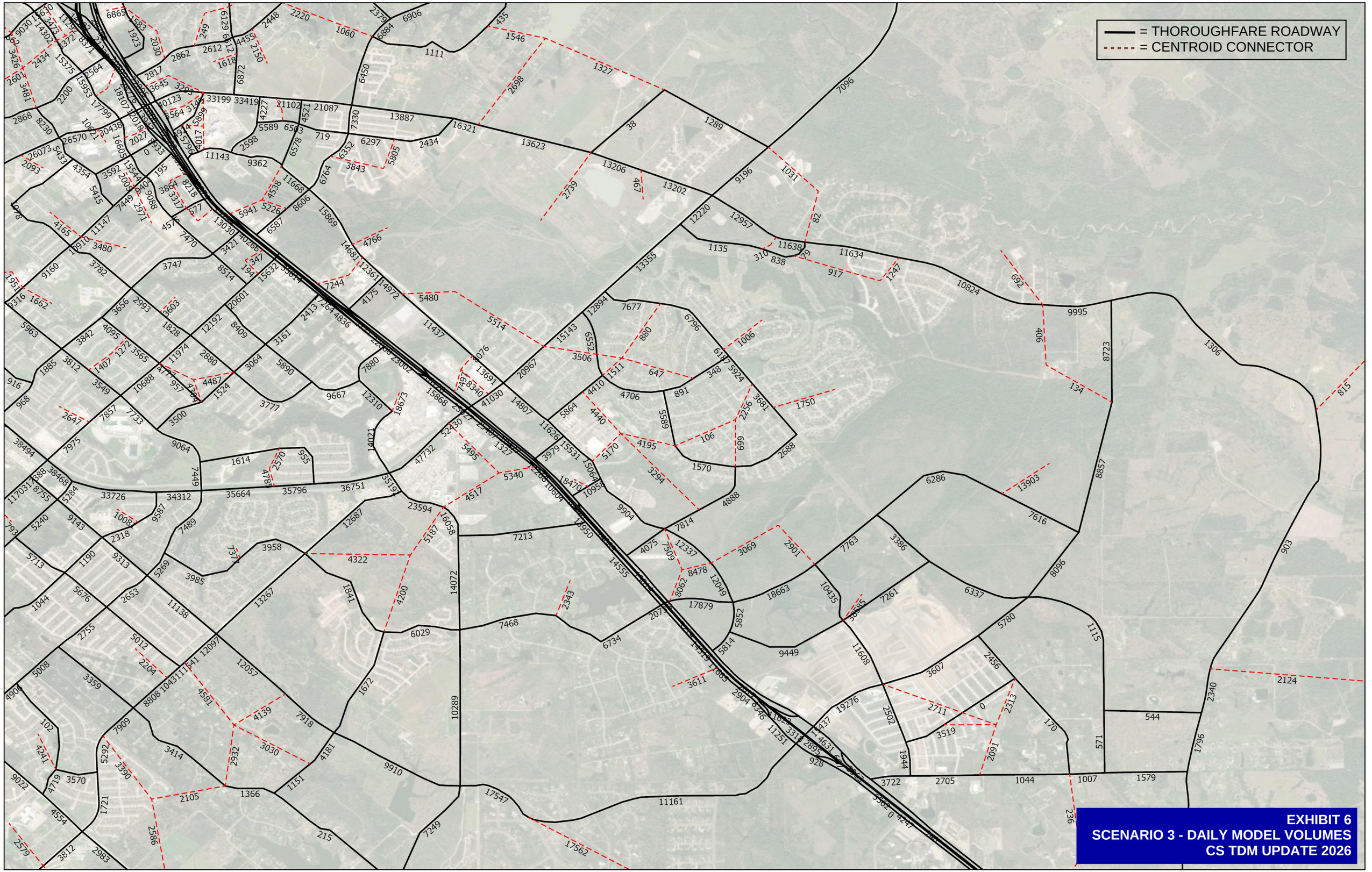
EXHIBIT 3
SCENARIO 1 - VOLUME TO CAPACITY
CS TDM UPDATE 2026

= THOROUGHFARE ROADWAY
= CENTROID CONNECTOR

EXHIBIT 4
SCENARIO 2 - DAILY MODEL VOLUMES
CS TDM UPDATE 2026

= ACCEPTABLE
= NEARING CONGESTION
= CONGESTED

EXHIBIT 5
SCENARIO 2 - VOLUME TO CAPACITY
CS TDM UPDATE 2026


= THOROUGHFARE ROADWAY
= CENTROID CONNECTOR
EXHIBIT 6
SCENARIO 3 - DAILY MODEL VOLUMES
CS TDM UPDATE 2026

= ACCEPTABLE
= NEARING CONGESTION
= CONGESTED

EXHIBIT 7
SCENARIO 3 - VOLUME TO CAPACITY
CS TDM UPDATE 2026

= THOROUGHFARE ROADWAY
= CENTROID CONNECTOR

EXHIBIT 8
SCENARIO 4 - DAILY MODEL VOLUMES
CS TDM UPDATE 2026

= ACCEPTABLE
= NEARING CONGESTION
= CONGESTED

EXHIBIT 9
SCENARIO 4 - VOLUME TO CAPACITY
CS TDM UPDATE 2026

XXX = SCENARIO 2 VOLUMES
XXX = SCENARIO 3 VOLUMES

+3,000

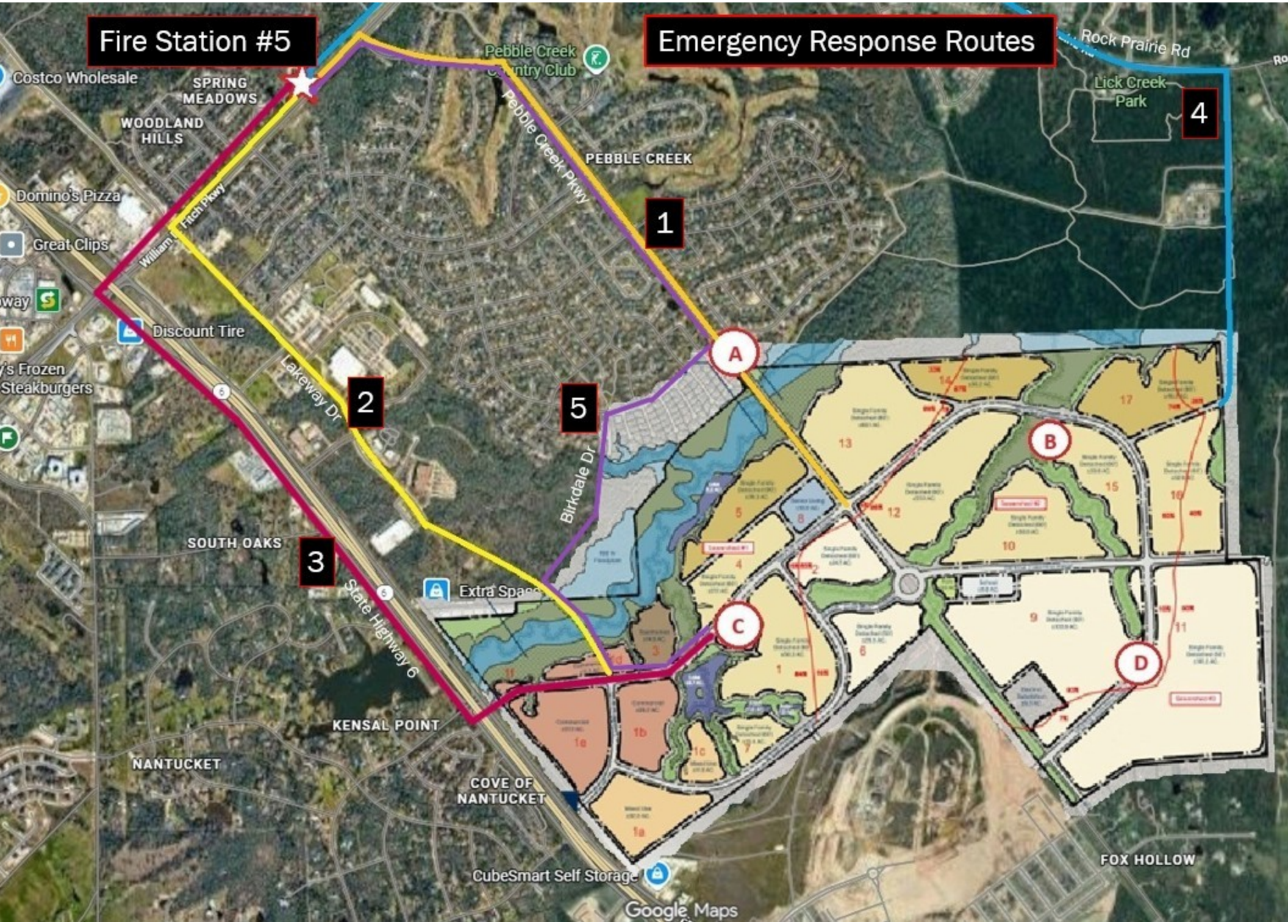
-9,500

+1,800

+3,400

+1,300

EXHIBIT 10
SCENARIO 2 AND SCENARIO 3 VOLUME COMPARISON
CS TDM UPDATE 2026


Fire Station #5
Emergency Response Routes
Costco Wholesale
SPRING MEADOWS
WOODLAND HILLS
Pebble Creek Country Club
Pebble Creek Pkwy
PEBBLE CREEK
Rock Prairie Rd
Lick Creek Park
4
1
Domino's Pizza
Great Clips
Fitch Pkwy
William
Discount Tire
Lakeway Dr
2
5
Birkdale Dr
A
B
C
D
SOUTH OAKS
3
State Highway 6
Extra Space
KENSAL POINT
NANTUCKET
COVE OF NANTUCKET
CubeSmart Self Storage
FOX HOLLOW
Google Maps

Emergency Response Times

1

From Station 5:			Via Pebble Creek Prkwy Extention		
		Est. Density (4 homes/ac)	Distance (miles)	Travel Time (minutes)	Total Response Time (minutes)
Area A	Current		1.6	3:22	6:12
Area B	330 Acres	1320 homes	2.8	5:25	8:15
Area C	245 Acres	980 homes	2.7	5:14	8:04
Area D	177 Acres	708 homes	3.4	6:26	9:16

2

			Via Lakeway Extention		
			Distance (miles)	Travel Time (minutes)	Total Response Time (minutes)
Area A	Current		3.6	6:46	9:36
Area B	330 Acres	1320 homes	3.9	7:17	10:07
Area C	245 Acres	980 homes	2.6	5:04	7:54
Area D	177 Acres	708 homes	4.5	8:18	11:08

3

			Via Hwy 6 Feeder Road		
			Distance (miles)	Travel Time (minutes)	Total Response Time (minutes)
Area A	Current		4.2 miles	7:47	10:37
Area B	330 Acres	1320 homes	4.4 miles	8:08	10:58
Area C	245 Acres	980 homes	3.1 miles	5:55	8:45
Area D	177 Acres	708 homes	4.8 miles	8:49	11:39

4

			Via Rock Prairie Access		
			Distance (miles)	Travel Time (minutes)	Total Response Time (minutes)
Area A	Current		5.6 miles	10:10	13:00
Area B	330 Acres	1320 homes	4.3 miles	7:58	10:48
Area C	245 Acres	980 homes	5.6 miles	10:10	13:00
Area D	177 Acres	708 homes	4.7 miles	8:38	11:28

5

			Via PCP-St. Andrews-Birkdale-Lakeway		
			Distance (miles)	Travel Time (minutes)	Total Response Time (minutes)
Area A	Current		1.6 miles	3:22	6:12
Area B	330 Acres	1320 homes	4.62 miles	8:30	11:20
Area C	245 Acres	980 homes	3.25 miles	6:11	9:01
Area D	177 Acres	708 homes	5.06 miles	9:15	12:05

April 9, 2026
Item No. 9.1.
Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of April 10th thru April 23rd:

April 10 - Brian Bachmann Community Park 2022 Bond Project Ribbon Cutting
April 10 - Wreaths Across America BV "Support The Greens on the Greens"
April 12 - Spring Homegrown at Northgate
April 13 - Bicycle, Pedestrian and Greenway Meeting
April 14 - Council Legislative Engagement Committee
April 14 - Camp College Station | Employee Appreciation Picnic '26
April 14 - Parks Board Meeting
April 15 - BVSWMA Board Meeting
April 15 - Exploring History Luncheon
April 15 - CS Noon Lions Club - Honoring our Heroes Luncheon
April 15 - Active Transportation Master Plan Open House
April 16 - Business After Hours
April 16 - Planning & Zoning Commission Meeting
April 17 - Annual REACH Beacons of Light Awards Luncheon
April 18 - Brazos Valley Area Alumnae Chapter | Spring 2026 Jabberwock Scholarship Gala
April 20 - Interlocal Government Committee Meeting
April 20 - Citizens University Graduation
April 21 - Council Transportation & Mobility Committee
April 22 - Housing Plan Advisory Committee Meeting
April 22 - Food Truck Wednesday
April 23 - City Council Meeting Day

Budget & Financial Summary: None.

Attachments:
None

April 9, 2026
Item No. 10.1.
Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:
None