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Mayor

Nancy Berry

Mayor Pro Tem

Karl Mooney

City Manager

Kelly Templin

Council members

Blanche Brick

Steve Aldrich

John Nichols

Julie Schultz

James M. Benham

**Amended Agenda
College Station City Council
Regular Meeting
Thursday, January 09, 2014 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas**

1. Pledge of Allegiance, Invocation, Consider absence request.

Presentation:

- ❖ Presentation by the Brazos Valley Groundwater Conservation District for Conservationist of the Year.

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

Consent Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Consent Agenda Item. Individuals who wish to address the City Council on a consent agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary.

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

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

- December 9, 2013 Special Meeting (Orientation)
- December 12, 2013 Workshop
- December 12, 2013 Regular Council Meeting

b. Presentation, possible action, and discussion concerning the City Internal Auditor's Citywide Asset Management Audit.

- c. Presentation, possible action, and discussion on an Amendment and Renewal of the General Services Agreement for Services with Emergicon to provide ambulance billing, accounts receivable and delinquent account collection services in an amount not to exceed \$120,000.
- d. Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance (PSA) contract for the amount of \$75,000.00.
- e. Presentation, possible action, and discussion regarding the approval of annual tire purchases from Pilger's Tire & Auto Center through the State of Texas (TxMAS) Tire Contract in the amount of \$197,000.00.
- f. Presentation, possible action and discussion on consultant contract #14-171 with Gessner Engineering, LLC. in the amount of \$84,400.00 for the inspection and condition assessment of drainage structures throughout the city.
- g. Presentation, possible action and discussion on construction contract # 14-050 with Highway Intelligent Traffic Solutions, Inc. in the amount of \$352,897.00 for traffic signal improvements at the intersection of University Drive and Texas Avenue, Project No. ST-1415, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
- h. Presentation, possible action, and discussion regarding a semi-annual price agreement with Knife River for the purchase of Type D Hot Mix Asphalt to be picked up by City Staff for the maintenance of streets in the amount not to exceed \$960,000.00.
- i. Presentation, possible action, and discussion on an Interlocal Agreement for cooperative purchasing activities between the City of College Station and Texas Department of Public Safety.
- j. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Shermco Industries, Inc. in the amount of \$212,655 for Annual Electric Substation Maintenance Labor Contract #14-049, which includes \$162,655 in scheduled work and a not to exceed cost of \$50,000 for emergency work as specified in the contract.
- k. Presentation, possible action, and discussion regarding a resolution of the City Council of the City of College Station, Texas, appointing a parliamentarian and alternate parliamentarian.
- l. Presentation, possible action, and discussion on an amendment to Code of Ordinances, Chapter 4 "Business Regulations", Section 4-6 "Taxicabs", E "Insurance Policy."

Regular Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Regular Agenda Item. Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary.

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public

comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. Public hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 11, "Utilities", of the Code of Ordinances of the City of College Station, Texas, by adopting Section 12, relating to the creation of Municipal Utility Districts; establishing procedures for the review and approval to create Municipal Utility Districts within the City or the City's Extraterritorial Jurisdiction; requiring deposits for costs incurred; requiring prerequisite documentation for consent and providing for other matters relating to the subject and amending Chapter 14, "Service Fees", Section 14-6, "Development Services" of the Code of Ordinances of the City of College Station, Texas by adding Subsection B, relating to the fees to be paid in conjunction with the creation and operation of Municipal Utility Districts.

A Resolution of the City Council of the City of College Station, Texas, adopting a policy on the creation, operation, and dissolution of Municipal Utility Districts located within the City's incorporated limits or its Extraterritorial Jurisdiction.

A Resolution of the City Council of the City of College Station, Texas, adopting fees related to MUD petitions and the inspection of public infrastructure.

2. Public hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan – Future Land Use & Character Map from Estate to General Commercial for the property located at 13913 FM 2154; approximately 1.3 acres generally located north of the intersection of Norton Lane and FM 2154.
3. Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Sections 12-7.5, "Signs," of the Code of Ordinances of the City of College Station, Texas to amend sign regulations for Places of Worship.
4. Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 0.76 acres for Gateway Subdivision, Lot 3D, Block 1 at 180 Forest Drive, generally located adjacent to the Gateway Villas Development from GC General Commercial to R-4 Multi-Family.
5. Adjourn.

The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

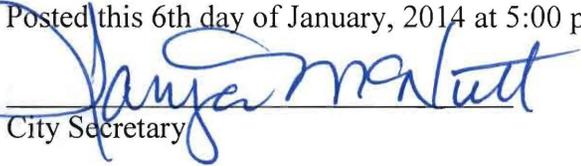
APPROVED:



City Manager

Notice is hereby given that a Amended Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, January 09, 2014 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 6th day of January, 2014 at 5:00 p.m.


City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on January 6, 2014 at 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the College Station City Hall on the following date and time: _____ by _____.

Dated this ____ day of _____, 2014 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2014.

Notary Public – Brazos County, Texas My commission expires: _____

The building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov . Council meetings are broadcast live on Cable Access Channel 19.

January 9, 2014
City Council Consent Agenda Item 2a
City Council Minutes

To: Kelly Templin, City Manager

From: Sherry Mashburn, City Secretary

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

- December 9, 2013 Special Meeting (Orientation)
- December 12, 2013 Workshop
- December 12, 2013 Regular Council Meeting

Attachments:

- December 9, 2013 Special Meeting (Orientation)
- December 12, 2013 Workshop
- December 12, 2013 Regular Council Meeting

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
DECEMBER 9, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Jess Fields
Karl Mooney
John Nichols
Julie Schultz
James Benham, absent

City Staff:

Kathy Merrill, Interim City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Berry at 4:28 p.m. on Monday, December 9, 2013 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Presentation and discussion on the relationship between the Council, City Manager and staff; and a review of procedures for requesting information by City Manager, Kelly Templin.

City Manager Kelly Templin reiterated the relationship between the Council and the City Manager; Council sets policy, and he implements the policy. He sees no problem with Councilmembers contacting department heads, but he asked them to please copy him of any issues that affect policy. He noted that citizen complaints do need to be relayed to the City Manager in order to be investigated, and he stressed that he doesn't want to become a bottle neck. He encouraged Council to have a relationship with staff, but stated that employee morale can be affected, especially when it relates to employee performance complaints by citizens. It is important in how they hear it and in what context.

3. Presentation and discussion on Communications and Handling Media Inquiries by Public Communications Director, Jay Socol.

Jay Socol, Director of Public Communications, reminded Council that as an organization we are trying to be truthful, transparent, and instill trust with the public. We care, we listen, and we respond; City staff and Council both embrace that concept. His goal is to make information useful to people. There are three primary audiences: internal customers, external (citizens/students/businesses/organizations), and the media. The College Station brand that most people identify with is "Home of Texas A&M", but the actual brand is what people expect of us (think of us); and he emphasized that the Council is the brand. He noted that it is nice to work in an organization that is so customer friendly focused. His office is available to help with talking points, drafting speeches, preparing presentations, or facilitating interviews. Embedded within the department's strategic goals, they strive to be proactive, honest, to utilize subject matter experts, and to be innovative and leaders in our fields. The department works hard to set the narrative before someone does it for us. They generate a lot of content . . . they tell stories. Currently, they are in the middle of the annual media survey to see how they are doing. He referenced Section 3 of the Council Relations Policy, which addresses media relations and noted that the Mayor is the primary spokesperson. He recommended that Councilmembers check with the City Manager before an interview as a heads up. He is working closely with the CVB regarding marketing, and there is still have a lot of work to do. The CVB is not always presenting the City's marketing message.

4. Presentation and discussion on Conflict of Interest by City Attorney, Carla Robinson.

City Attorney Carla Robinson stated that, upon their election to public office, they were no longer an individual citizen, and as elected official, they are subject to laws that concern conflict of interest. Up until 2012, the City Charter had more restrictive language than state law. However, the charter was amended in November 2012 and now reflects state law. There is a simple test to determine if there is a conflict of interest: 1) if you have substantial interest in a business that does business with the City or 2) if you have ownership interest in real property that will potentially be affected by Council action, if the action that Council takes will have a special economic effect that others in the public will not realize. She recommended they contact the legal department if any questions pertaining to conflict of interest arise. She noted that if there is possibility of a conflict, but not quite sure, then to err on the side of caution. She reported that an Affidavit must be filed with the City Secretary before the discussion, and they cannot participate in the discussion or vote.

5. Presentation and discussion on Open Records and Public Information; Council Agenda Process; Parliamentary Procedure; and the Council Relations Policy and Code of Ethics by City Secretary, Sherry Mashburn.

City Secretary Sherry Mashburn provided information on a couple of legislative changes that will affect the City; specifically HB 259 Electioneering and SB 1368 Public Information Act. Video conferencing was also briefly discussed. She explained the process for Open Records Requests and the importance of referring those requests to the City Secretary's Office. Related

to the Agenda Process, she updated the Council on the new agenda software and its anticipated implementation by late February or early March. Council relations were also discussed.

6. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the special meeting of the College Station City Council at 5:20 p.m. on Monday, August 9, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
DECEMBER 12, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney, arrived after roll call
John Nichols
Julie Schultz, arrived after roll call
James Benham, arrived after roll call

City Staff:

Kelly Templin, City Manager
Robin Cross, First Assistant City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 4:02 p.m. on Thursday, December 12, 2013 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Employee Recognition, Recognition of Employee of the Year nominees and Reception.

Employees with 20, 25, 30, and 35 years of service were recognized for their service to the City. Mike Neu, Public Communications, was named Employee of the Year.

3. Recognition of Bob Cowell, Executive Director of Development Services, for his meritorious service to the City of College Station, Texas and congratulating him on his move to Amarillo, Texas.

Mayor Berry recognized Bob Cowell for his meritorious service to the City and presented him with a token of appreciation. She wished him well on his move to Amarillo, Texas.

4. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and §551.087-Economic Development, the College Station City Council convened into Executive Session at 4:30 p.m. on Thursday, December 12, 2013 in order to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:

- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023.
- Patricia Kahlden, individ. and as rep. of the Estate of Lillie May Williams Bayless v. Laura Sue Streigler, City of College Station and James Steven Elkins, No. 11-003172-CV-272, in the 272nd District Court of Brazos County, TX
- Cause No. 12-002918-CV-361; Tom Jagielski v. City of College Station; In the 361 st Judicial District Court, Brazos County, Texas
- Cause No. 13-002978-CV-361, Deluxe Burger Bar of College Station, Inc. D/B/A Café Eccell v. Asset Plus Realty Corporation, City of College Station, Texas and the Research Valley Partnership, Inc., In the 361st Judicial District Court, Brazos County, Texas

B. Consultation with Attorney to seek legal advice; to wit:

- Legal issues related to property located generally northwest of the intersection of First Street and Church Avenue in College Station.
- Legal Advice on Contract No. 11-046 for use of HUD funds

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

- Council Self Evaluation
- City Attorney
- City Auditor
- City Secretary

D. Deliberation on economic development negotiations regarding an offer of financial or other incentives for a business prospect; to wit:

- Economic incentives for a proposed development located at or near University Drive and Tarrow/East Tarrow Streets in College Station.

The Executive Session adjourned at 6:19 p.m.

5. Take action, if any, on Executive Session.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Aldrich, the City Council voted seven (7) for and none (0) opposed, to authorize the City Manager to pay \$75,000 to Tom Jagielski in settlement of Cause No. 12-002918-CV-361. The motion carried unanimously.

6. Presentation, possible action, and discussion on items listed on the consent agenda.

No items were pulled for discussion.

Councilmember Brick announced that she would recuse herself from item.2C

7. Presentation, possible action, and discussion on the election of Mayor Pro Tempore.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to elect Karl Mooney as Mayor Pro Tempore. The motion carried unanimously.

8. Presentation, possible action, and discussion regarding an administrative fine process and survey efforts associated with possible changes to the rental registration ordinance.

Lance Simms, Planning and Development Services, reported that rental property owners and property management companies, neighborhood representatives (HOAs, Neighborhood Associations, etc.), and City departments (Fire, Police, Public Works) will be survey recipients. Responders may be asked to rate the ease of registration/renewal process, the helpfulness/professionalism of staff, and the perceived benefits of the program. They will also be solicited for suggestions on ways to make program more effective. Staff is working with Public Communications to develop the survey.

The current process can be tweaked to involve a civil process with an administrative penalty, but would require due process with notice to property owner, an administrative hearing process, and the right to appeal. If we move from rental “registration” to a rental “permit” process, we could revoke the permit for good cause, a certain type of violation, or a certain number of violations within a year. Other considerations include:

- 30 mile requirement for local point of contact
- Exception for home occupied by family member?

Staff will bring this back to Council with recommended changes to the rental registration ordinance based upon the Council’s discussion tonight and the survey results.

9. Council Calendar

<u>Dec. 19</u>	<u>P &Z Workshop/Meeting in Council Chambers at 6:00 p.m. (James Benham, Liaison)</u>
<u>Dec. 24-25</u>	<u>City Offices Closed – HOLIDAY</u>
<u>Jan. 2</u>	<u>Executive Session/Workshop/Regular Meeting at 4:30, 6:00 & 7:00 p.m.</u>

Council reviewed the calendar. It was noted that the P&Z meeting was cancelled. Also, the Council meeting will be on January 9.

10. Presentation, possible action, and discussion on future agenda items: a Councilmember may inquire about a subject for which notice has not been given. A statement of specific

factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

Councilmember Mooney asked for an update on the Lick Creek Nature Center.

Councilmember Benham asked for the written updates he requested several meetings ago.

11. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments.

Councilmember Brick reported on the Brazos County Health Department and the Transportation Committee, and MPO.

Councilmember Mooney reported on the Audit Committee.

Councilmember Schultz reported on the CVB. Councilmember Aldrich recommended that the CVB come before Council with a presentation.

Councilmember Benham reported on the Research Valley Technology Council.

Mayor Berry recessed the Workshop at 7:08 p.m.

The Workshop reconvened at 8:45 p.m.

In accordance with the Texas Government §551.074-Personnel, the College Station City Council convened into Executive Session at 8:45 p.m. on Thursday, December 12, 2013 in order to continue discussing matters pertaining to:

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

- City Secretary

The Executive Session adjourned at 9:15 p.m.

No action was required from Executive Session.

12. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 9:15 p.m. on Thursday, December 12, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
DECEMBER 12, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:15 p.m. on Thursday, December 12, 2013 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

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

Citizen Comments

Judith Beckmann, 9301 Amberwood Court, says she wants to sell her house, but the Utility Department abused the easement, and she cannot market her home. She is being held hostage in College Station OSHA does not feel it is an appropriate solution, and she just wants to get out of College Station.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for:

- **November 25, 2013 Workshop**
- **November 25, 2013 Regular Council Meeting**

2b. Presentation, possible action, and discussion regarding adoption of the 2014 Annual Council Calendar.

2c. Presentation, possible action, and discussion of a Contract for Sale of Real Estate, for the sale of real property located at 210 Technology Way to StataCorp, LP in the amount of \$1,090,000.

2d. Presentation, possible action and discussion to approve extending the closing date for the sale of the First Street Property to Asset Plus Realty Corporation.

2e. Presentation, possible action and discussion on a property tax refund to DWS Development in the amount of \$9,110.51.

2f. Presentation, possible action, and discussion regarding a contract for a design services for sidewalk construction on Dominik Dr., San Pedro/Westridge, and Park Place in the amount of \$58,000 to Civil Engineering Consultants, Inc.

2g. Presentation, possible action and discussion regarding the renewal of four Master Agreements for Real Estate Appraisal Services: S.T. Lovett & Associates (Contract No. 13-040); Integra Realty Resources - Houston (Contract No. 13-041); Atrium Real Estate Services (Contract No. 13-042); Integra Realty Resources - Austin (Contract No. 13-043). Each Master Agreement will not exceed \$35,000. Approval of the renewal of these agreements will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.

2h. Presentation, possible action, and discussion on Resolution 12-12-13-2h, approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Grant Application (BVCOG) in the amount of \$10,200.

Item 2c was pulled for a separate vote.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda, less item 2c. The motion carried unanimously.

(2c)MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted six (6) for and none (0) opposed, with Councilmember Brick recusing herself, to approve a Contract for Sale of Real Estate, for the sale of real property located at 210 Technology Way to StataCorp, LP in the amount of \$1,090,000. The motion carried.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2013-3541, amending the Comprehensive Plan – Future Land Use & Character Map from Suburban Commercial and Natural Areas-Reserved to General Commercial and Natural Areas-Reserved for the property located at 2560 Earl Rudder Freeway South;

approximately 11.4 acres at the corner of Earl Rudder Freeway South and Harvey Mitchell Parkway.

Teresa Rogers, Staff Planner, provided an overview of the proposed Comprehensive Plan amendment. Suburban Commercial, General Commercial, and Natural Areas-Reserved were defined. The Comprehensive Plan goals were also reviewed. Options for action include:

- Accept the applicant's proposal of amending the Comprehensive Plan to General Commercial and Natural Areas-Reserved designations;
- Deny the applicant's proposal and maintain the Suburban Commercial and Natural Areas Reserved designation on the Comprehensive Plan; and
- Propose an alternative land use and character designation for this property.

At approximately 7:26 p.m., Mayor Berry opened the Public Hearing.

Veronica Morgan (Morgan & Mitchell), 511 University Drive, said she is here on behalf of the applicant. She spoke in favor of the request.

Danny & Susan Clancy, 2723 Fontana, Houston, Texas, spoke in favor of the project. They would like to see a nice restaurant there. The amenity of the lake would be a good place to do that.

Fain McDougal, 4150 Shadowbrook Circle, spoke in favor of the project.

There being no further comments, the Public Hearing was closed at 7:39 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2013-3541, amending the Comprehensive Plan – Future Land Use & Character Map from Suburban Commercial and Natural Areas-Reserved to General Commercial and Natural Areas-Reserved for the property located at 2560 Earl Rudder Freeway South; approximately 11.4 acres at the corner of Earl Rudder Freeway South and Harvey Mitchell Parkway. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 0.76 acres for Gateway Subdivision, Lot 3D, Block 1 at 180 Forest Drive, generally located adjacent to the Gateway Villas Development from O Office to GC General Commercial.

This item has been postponed to January 9, 2014.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2013-3542, amending Chapter 12, "Unified Development Ordinance," Section 12-3.4, "Plat Review," and Section 12-3.18, "Administrative Adjustment," of the Code of Ordinances of the City of College Station, Texas regarding title reports, tax certificates, and administrative adjustments.

Jason Schubert, Planning and Development Services, updated the Council on process improvements to the UDO. The summary of amendments included:

- Tax Certificates
 - Required by State law to file a plat for record
 - Postpone required submission of them from the time of application to before the plat is filed.
- Administrative Adjustments (up to 10% variance)
 - Currently only available for zoning and parking dimensions.
 - Expand authority to allow for any numeric requirement in UDO.
- Other Administrative Changes
 - Staff will track title reports and proof of authority documents so they can be used by applicants for multiple applications.

At approximately 7:49 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:49 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2013-3542, amending Chapter 12, “Unified Development Ordinance,” Section 12-3.4, “Plat Review,” and Section 12-3.18, “Administrative Adjustment,” of the Code of Ordinances of the City of College Station, Texas regarding title reports, tax certificates, and administrative adjustments. The motion carried unanimously.

4. Public Hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 11, “Utilities”, of the Code of Ordinances of the City of College Station, Texas, by adopting Section 12, relating to the creation of Municipal Utility Districts; establishing procedures for the review and approval to create Municipal Utility Districts within the City or the City’s Extraterritorial Jurisdiction; requiring deposits for costs incurred; requiring prerequisite documentation for consent and providing for other matters relating to the subject and amending Chapter 14, “Service Fees”, Section 14-6, “Development Services” of the Code of Ordinances of the City of College Station, Texas by adding Subsection B, relating to the fees to be paid in conjunction with the creation and operation of Municipal Utility Districts.

This item was postponed to January 9, 2014.

5. Public Hearing, presentation, possible action and discussion of Ordinance 2013-3543, amending Chapter 10 “Traffic Code”, to remove parking along both sides of Munson Avenue from Lincoln Avenue to Rose Circle.

Troy Rother, Traffic Engineer, briefed the Council on the proposed removal of parking along both sides of Munson Avenue from Lincoln Avenue to Rose Center. The plan will improve the safety of vehicles at the intersection. Staff recommends approval of the proposed ordinance.

At approximately 8:01 p.m., Mayor Berry opened the Public Hearing.

Mike Ashfield, 1201 Royal Adelaide, expressed concerns about how far back the no-parking zone will push the cars farther down the street. Cars may be pushed back farther down the street and into side streets.

Deirdre Cannon, 1306 Walton, reminded Council of the traffic issues when Munson was first opened up. She sees this as another headache. Cars will just park a little further back. She proposed that Munson be widened to accommodate parking and thru-traffic.

There being no further comments, the Public Hearing was closed at 8:05 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2013-3543, amending Chapter 10 “Traffic Code”, to remove parking along both sides of Munson Avenue from Lincoln Avenue to Rose Circle. The motion carried unanimously.

6. Presentation, possible action, and discussion of Resolution 12-12-13-06, Purchase & Sale Agreement, and Economic Development Agreement between the City, Research Valley Partnership, and PM Realty Group regarding the Chimney Hill Shopping Center.

Randall Heye, Assistant to the City Manager, reminded Council that in January 2012, the City received a notice of unsolicited interest in the Chimney Hill Shopping Center. Council directed staff to sell the entire site and to issue a “Request for Interest”. Seven statements of interest were received. In June 2013, Council directed staff to begin negotiations with PM Realty Group. Purchase and Sale Agreements will be between the City and Research Valley Partnership, and Research Valley Partnership and PM Realty Group. The purchase price is \$7.5 million with \$50,000 Earnest Money. Proposed incentives include:

- Sold to PMRG through an “independent foundation” (RVP)
- Development Fast Tracking & Inspection
- Waiver of initial application costs (up to \$3,227.50 representing an 80% cost recovery of staff’s time)

PMRG’s obligations will include \$14.67 million in annual sales (\$220,000 sales tax revenue); \$40 million ad valorem value (\$170,000 property tax revenue); 200 employment positions with quarterly reporting; and Phase 1 coming in September 30, 2015, with Phase 2 in March 31, 2017.

The City’s Clawbacks include that PMRG will pay the tax liability difference if they do not meet their obligation.

There is a 150-day inspection period, with an anticipated June 2014 closing.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to approve Resolution 12-12-13-06, Purchase & Sale Agreement, and Economic Development Agreement between the City, Research Valley Partnership, and PM Realty Group regarding the Chimney Hill Shopping Center. The motion carried unanimously.

7. Presentation, possible action, and discussion regarding an overview of the 2013 College Station Existing Conditions Report.

Matt Robinson, Planning and Development Services, provided Council with an overview of the Comprehensive Plan Five Year Review (Existing Conditions Report). The assessment of existing conditions looks at various elements, such as locational context & the land; demographics; economic development, existing land use, public facilities, infrastructure and services, and transportation. The Plan is evaluated every five years, with a thorough Plan update at least every ten years. There is also ongoing community outreach and engagement. There are several planning assumptions:

- Projected 2030 population = 134,000
- Projected Texas A&M enrollment cap = 50,000 students
- Fastest growing age group is 50 and older
- Student population continues to grow, but their share of population is declining (less than 50% today versus 60% in 1990).
- % of 2000-08 platted lots in ETJ = 18%.

The City's average growth rate from 2003 to current is 2.47% with an increase in percentage of senior population. TMAU saw a 4% increase in first-time student enrollment in Fall 2013, with an overall increase of 7% in total enrollment. CSISD enrollment was also up 5.5%. Economic development is going strong with various major employers in the metropolitan area. Over 51% of College Station residents had a college degree. The unemployment rate is 6.1% (lower than both the Texas and national rate); employment is growing at an average of 1.3% over the past ten years.

49% of land area is designated for residential uses, and approximately 33% of land is developed as residential. 9% of land area is designated for commercial uses, with approximately 6% of land developed as commercial.

It was also reported that major crime offenses are down 19% from 2011. The Fire Department achieves a 5.5 minute response time 87% of the time. There 57 parks totaling 1,356 acres of park land. That equates to 13.59 acres of parkland per 1,000 residents. CSU serves more than 36,000 customers. We have 525 miles of existing and planned streets in the City and ETJ, 156 miles of existing sidewalks, and 44 miles of striped bike lanes.

Public Hearings will be held, and staff anticipates completion of the five-year evaluation and appraisal report by May or June of 2014.

No action was taken.

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

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to appoint Karl Mooney, with Julie Schultz as alternate, to the CVB. The motion carried unanimously.

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to appoint Steve Aldrich to the Arts Council. The motion carried unanimously.

9. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:43 p.m. on Thursday, December 12, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

January 9, 2014
Regular Meeting Consent Agenda Item No. 2b
Asset Management Audit

To: Mayor and Members of the City Council

From: Ty Elliott, City Internal Auditor

Agenda Caption: Presentation, possible action, and discussion concerning the City Internal Auditor's Citywide Asset Management Audit.

Recommendations: The audit committee recommended that the following three actions be taken: (1) the City should conduct an inventory of city assets every five years, (2) the City should maintain asset records in its ERP system in such a manner that assets can be easily identified and found, and (3) the Finance Department should develop an accounting policies and procedures manual.

Summary:

Reasons for the Audit:

This audit was conducted after completion of the Fire Department Asset Management Audit. The results of that audit identified risks sufficient to justify the need for an asset audit of the entire City.

Results from the Audit:

The City should conduct an inventory of city assets every five years. The Government Finance Officers Advisory Board recommends local governments inventory their tangible capital assets at least every five years. It has been over ten years since the last citywide physical inventory of assets. An inventory was performed as part of the audit. We were able to verify 99 percent of the tangible capital assets that were sought.

The City should maintain asset records in its ERP system in such a manner that assets can be easily identified and found. The audit found that many assets were difficult to locate due to weaknesses in the asset records. This in turn hampered the efficiency and effectiveness of the asset inventory. Therefore, as the City implements its new ERP system it should ensure the asset records allow for easy identification of assets.

The Finance Department should develop an accounting policies and procedures manual. The audit report specifically recommends that the policies and procedures manual be sufficiently detailed to help ensure that capital asset records are complete, accurate, consistent, understandable, reliable, relevant, timely, and comparable.

Attachments: The Citywide Asset Management Audit Report is on file and available for review in the City Secretary's Office.

January 9, 2014
Consent Agenda Item No. 2c
Amendment & Renewal of the General Services Agreement between the City Of
College Station and Emergicon, LLC

To: Kelly Templin, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action, and discussion on an Amendment and Renewal of the General Services Agreement for Services with Emergicon to provide ambulance billing, accounts receivable and delinquent account collection services in an amount not to exceed \$120,000.

Relationship to Strategic Goals: Goal 1. Spending taxpayer money efficiently.

Recommendation(s): Staff recommends the approval of the Amendment and Renewal of the General Service Agreement between the City of College Station and Emergicon.

Summary: Ambulance billing is unique in that it requires specialized knowledge, training, and software in order to code the transports for billing, and it requires a tremendous amount of follow-up work with Medicare, Medicaid, and private insurance companies after bills are sent. Dealing with patient confidential information necessitates specialized training in federal HIPPA and Privacy Act legislation compliance.

In November 2012, staff solicited proposals for ambulance billing, account receivable and delinquent account collection services. A total of 10 responses were received. A review committee made up of staff personnel from Fire, IT and Accounting was formed and after reviewing all proposals Emergicon was the top ranked firm.

This Agreement for Services provides ambulance billing, accounts receivable and collection services for the City's EMS operation. In FY2013 Emergicon collected \$1.4 million net of fees for the City. The amendment requires Emergicon to provide the City a Statement on Standards for Attestation Engagements (SSAE) report which provides an Auditors opinion as to whether Emergicon has adequate controls and safeguards in place to protect City funds they collect on the City's behalf.

Budget & Financial Summary: Funds are available in the General Fund, Fiscal Services, Accounting Division. The fee that will be charged for all new bills is 5% of the amount collected and 16% of any delinquent accounts collected.

Reviewed and Approved by Legal: Yes

Attachments:

Amendment & Renewal of the General Services Agreement between the City of College Station and Emergicon.

**AMENDMENT & RENEWAL OF THE GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF COLLEGE STATION AND EMERGICON, LLC**

WHEREAS, the **City of College Station**, a Texas home-rule municipal corporation, Texas entered into a Service Contract No. 13-045 with **Emergicon, LLC** on January 14, 2013 for Automated Ambulance Billing, Accounts Receivable and Delinquent Account Collections;

WHEREAS, Service Contract No. 13-045 was approved by the College Station City Council on January 10, 2013; and

WHEREAS, the City desires to renew Service Contract No. 13-045 for the term of January 14, 2014 to January 13, 2015;

WHEREAS, the City desires to amend Service Contract No. 13-045 to revise the terms and conditions as stated below;

NOW THEREFORE, for and in consideration of the recitation above and the covenants expressed herein below, the parties agree to amend and renew Service Contract No. 13-045 as follows:

The City exercises its right to renew Service Contract No. 13-045 for the term of January 14, 2014 to January 13, 2015 pursuant to Paragraph 5 of the Contract. Upon renewal of Service Contract No. 13-045 pursuant to this Amendment, all contracts and agreements between the parties prior to Service Contract No. 13-045, including any month-to-month services currently being performed, shall be terminated.

To amend by adding at the end of paragraph 21:

22. In accordance with the American Institute of Certified Public Accountants' (AICPA) Statement on Standards for Attestation Engagements (SSAE) No. 16, the contractor, Emergicon, LLC, will provide the City with a SSAE 16 Type II Report. The SSAE 16 report shall include:

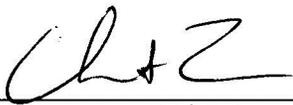
- The service auditor's opinion for the services within the scope of the examination.
- Management's written assertion.
- Management's description of the service organization's system.
- Service Auditor opinion as to whether the service organization has adequate controls and safeguards in place and if the controls were operating effectively during the period under review.
- Other Information provided by the service organization such as management response to testing exceptions, disaster recovery plans, or client agreements.

The SSAE 16 report shall cover the twelve month period immediately preceding the term of this contract.

To amend by adding Attachment A, Business Associate Agreement between the City of College Station and Emergicon, LLC., for the safeguard of Protected Healthcare Information ("PHI"). Attachment A shall be incorporated into and made a part of the Contract.

All other terms and conditions of Service Contract No. 13-045 shall remain unchanged and in full force and effect.

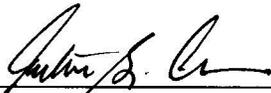
EMERGICON, LLC

By: 
Printed Name: CHRISTOPHER TURNER
Title: CEO
Date: 3 Dec 2013

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:


for City Attorney
Date: 12/27/13

Executive Director Business Services
Date: _____

January 9, 2014
Consent Agenda Item No. 2d
Annual Purchase of Auto Parts, Shop Equipment and Services

To: Kelly Templin, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance (PSA) contract for the amount of \$75,000.00.

Relationship to Strategic Goals: (Select all that apply)

1. Financially Sustainable City

Recommendation(s): Staff recommends approval of an annual blanket purchase order to purchase various auto parts, shop equipment and related services from NAPA Auto Parts through the Purchasing Solutions Alliance (PSA) contract (#09-102). The estimated annual expenditure of \$75,000.00 is based on the average amount spent on automotive and truck parts since January 2013 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year.

Summary: Summary: NAPA Auto Parts is the local (College Station, TX) PSA contract dealer for auto parts, shop equipment and services. PSA is a purchasing cooperative for public agencies. All products and services available for purchase through PSA contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals. Contingent upon Council approval, a blanket purchase order will be issued for the term of January 15, 2014 through January 14, 2015.

Budget & Financial Summary: Purchases of auto parts are made through an inventory account as budgeted and available in the Fleet Maintenance Funds. Charges are made to the various departments for vehicle maintenance based on the average annual cost for each piece of equipment.

Reviewed and Approved by Legal: N/A

Attachments: Summary of PSA Contract #09-102



> **Purchasing Solutions Alliance**

PSA Home | About PSA | News | Membership | Vendor Info | Active Solicitations | Cooperative Contracts | Contact PSA | FAQs



PSA Contract No. 09-102

Auto Parts, Shop Equipment and Services



Contract Details

Vendor POC:

Genuine Parts Company (d.b.a. NAPA Auto Parts)
Robert L. Parks, Division Sales Manager
Phone: (214) 414-1702
Cell: (210) 317-6534
Email: Robert_L_Parks@genpt.com

Contract: All inclusive selection of automotive parts and accessories, shop and service equipment, classroom and online training services, and integrated business solutions (on-site supplier owned inventory management).

Contract Term: 03.19.2013 through 03.18.2014 – One (1) Annual Extension Remaining.

Orders: PSA Members may place orders via phone, fax, email or through the NAPA online ordering system.

Pricing: Discount from NAPA's Nationally Published Electronic Internet Price List. Reference PSA Contract No. 09-102 to the NAPA store/location (corporate owned and/or privately owned) your entity orders through; NAPA Major Account No. 342 and NAPA Pricing Profile should be set at 9075.

[Click here](#) to download the PSA Contract 09-102 pricing discount schedule in pdf format.

Delivery: 1. F.O.B. to customer's destination, full freight allowed. Deliveries within 10 miles of a NAPA facility are made within 1 hour of the time order is received and during normal business hours for in-stock parts. For customers who are more than 10 miles from a NAPA facility but less than 30 miles, receive same day delivery on in-stock parts.

Or

2. F.O.B. to customer's destination, full freight allowed. Deliveries greater than 30 miles are shipped via UPS ground or other Common Carrier. Orders less than \$300 will be charged actual UPS or Common Carrier freight cost.

Or

3. Freight costs will be applied to parts/equipment that are not stocked within NAPA local stores and have to be assigned to one of NAPA's distribution centers.

Returns: Any NAPA product that is new and in sellable condition can be returned at anytime without any restocking fees. Items that are used and found to be unsatisfactory to an End User for any reason are returnable during the manufactures warranty period for a free replacement. All purchases will be tracked; therefore, no proof of purchase is required from customer to process a return.

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January 9, 2014
Consent Agenda Item No. 2e
Annual Auto & Truck Tire Purchases

To: Kelly Templin, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action, and discussion regarding the approval of annual tire purchases from Pilger's Tire & Auto Center through the State of Texas (TxMAS) Tire Contract in the amount of \$197,000.00.

Relationship to Strategic Goals:

1. Financially Sustainable City

Recommendation(s): Staff recommends approval to purchase auto and truck tires from Pilger's Tire & Auto Center through the Texas Multiple Awards Schedule (TxMAS) Contract (#TxMAS-7-261020-40). The estimated annual expenditure of \$197,000.00 is based on the average amount spent on auto and truck tires since January 2013 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year.

Summary: Pilger's Tire & Auto Center is the local (College Station, TX) TXMAS contract dealer for auto and truck tires. TXMAS contracts are developed from contracts that have been competitively bid and awarded by the federal government or any other governmental entity of any state. The contracts offer access to multiple vendors providing commodities and services at the most favored customer prices. Texas Government Code §2155.504, *Use of Schedule by Government Entities*, states that a State agency or local government may purchase goods or services directly from a vendor under a contract listed on a schedule developed under this subchapter. A purchase authorized by this section satisfies any requirement of State law relating to competitive bids or proposals. Contingent upon Council approval, a blanket purchase order will be issued for the term of February 1, 2014 through January 31, 2015.

Budget & Financial Summary: Funds are available and budgeted in the Fleet Maintenance fund which is funded by all other departments.

Reviewed and Approved by Legal: N/A

Attachments: Summary of TXMAS Contract #TXMAS-7-261020-40

PILGER'S TIRE & AUTO CENTER
Contract [TXMAS-7-261020-40](#)

Dealer for:

BRIDGESTONE FIRESTONE N.A. TIRE, LLC

[On-Line Catalog/Order Processing](#)

TIRES, PNEUMATIC (NEW), FOR PASSENGER, LIGHT TRUCK, MEDIUM TRUCK, AND BUS, AND RETREAD SERVICES

Corporate Office: BRIDGESTONE FIRESTONE N.A. TIRE, LLC 535 MARRIOTT DRIVE NASHVILLE TN 37214 USA Send PO to: PILGER'S TIRE & AUTO CENTER 400 E. UNIVERSITY DRIVE COLLEGE STATION TX 77840 USA Vendor ID: 17418726752 Invoice From: PILGER'S TIRE & AUTO CENTER 400 E. UNIVERSITY DRIVE COLLEGE STATION TX 77840 USA Vendor ID:	Delivery: 30 DAYS ARO FOB Point: DESTINATION Terms: NET 30 DAYS Remit To: PILGER'S TIRE & AUTO CENTER 400 E. UNIVERSITY DRIVE COLLEGE STATION TX 77840 USA Vendor ID: Vendor ID: 17418726752 Business Type: Small DUNS #: Effective: 1/19/2007 Expires: 12/20/2016
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CONTACT: WILLIE HESS
 Phone 979-696-1729
WILLIE@PILGERSTIRE.COM

January 9, 2014
Consent Agenda Item No. 2f
Drainage Infrastructure Condition Assessment
Consultant Contract

To: Kelly Templin, City Manager

From: Chuck Gilman, P.E., PMP, Public Works Director

Agenda Caption: Presentation, possible action and discussion on consultant contract #14-171 with Gessner Engineering, LLC. in the amount of \$84,400.00 for the inspection and condition assessment of drainage structures throughout the city.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

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

Summary: Public Works is responsible for the maintenance of hundreds of bridges and culverts within the City of College Station. Every two years TxDOT conducts an inspection of the bridges in the city, both on TxDOT thoroughfares and city thoroughfares. However, culverts are not included in the TxDOT assessment.

As part of the asset management program, Public Works is developing a database on GIS of the city's drainage infrastructure, including culverts under our city streets. The objective of this condition assessment is to document the current condition of more than 300 culverts, 24-inches in diameter and greater. In addition to the condition of the culvert under the pavement, the condition of appurtenances such as wing walls, handrails, end-treatments, etc will be documented. Once complete, the city will have a GIS database documenting the condition of existing culverts and appurtenances, and a 5-year maintenance and rehabilitation plan. This report will help the department prioritize our minor drainage improvement projects to ensure any deteriorating infrastructure under our roadways is replaced before reaching failure. Additionally, it will also help identify area the need drainage maintenance.

Budget & Financial Summary: Funds for this assessment are available in the city's drainage utility fund.

Reviewed and Approved by Legal: Yes

Attachments:

1. Consultant Contract – On file in City Secretary's Office.

January 9, 2014
Consent Agenda Item No. 2g
University Drive and Texas Avenue Traffic Signal Improvements and a
Resolution Declaring Intention to Reimburse Certain
Expenditures with Proceeds From Debt
Project No. ST-1415

To: Kelly Templin, City Manager

From: Chuck Gilman, P.E., PMP, Public Works Director

Agenda Caption: Presentation, possible action, and discussion on construction contract # 14-050 with Highway Intelligent Traffic Solutions, Inc. in the amount of \$352,897.00 for traffic signal improvements at the intersection of University Drive and Texas Avenue, Project No. ST-1415, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the construction contract and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: : Current redevelopment on the northwest corner of the University Drive and Texas Avenue Intersection includes an additional right turn lane on southbound Texas Avenue at University Drive, which is necessary per a traffic impact analysis completed for the development. The existing traffic signals at the intersection will need to be upgraded and relocated to handle the additional turn lane. Crosswalks will also need to be modified and new pedestrian signals installed as part of the overall intersection improvements. Improvements to the signal at this intersection are necessitated by the redevelopment occurring on the northwest corner; therefore, the Developer is paying for one-third of the cost per an agreement, which was approved by the City Council on September 26, 2013. The city bid this construction contract and will manage the construction. The Developer is reimbursing the City approximately \$123,660 per the approved Advance Funding Agreement, which is their estimated share of the intersection improvements. The Developer will be reimbursed or required to pay additional funds at the end of the project when the final construction costs are known.

Budget & Financial Summary: Funds in the amount of \$400,000 are budgeted for this project in the Streets Capital Improvement Projects Fund. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the project. The debt for the project is scheduled to be issued later this fiscal year.

Reviewed and Approved by Legal: Yes

Attachments:

1. Contract No. 14-050 (on file with the City Secretary)
2. Bid Tabulation ITB # 14-013
3. Project Location Map
4. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.



City of College Station - Purchasing Division
Bid Tabulation for #14-013
"Texas Ave. and University Dr. Traffic Signal Reconstruction"
Open Date: Wednesday, November 13, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Highway Intelligent Traffic Solutions (Lancaster, TX)		Florida Traffic Control Devices, Inc. (Pearland, TX)		Bayer Construction Electric (Bryan, TX)		Siemens Industry, Inc. (Grand Prairie, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID											
1	1	EA	Cost and installation of "R" style NEMA traffic cabinet w/ detector rack, including NEMA Loadswitches and EDI Conflict Monitor (MMU-16LE)	\$10,582.36	\$10,582.36	\$10,561.33	\$10,561.33	\$12,000.00	\$12,000.00	\$14,507.00	\$14,507.00
2	1	EA	Cost and installation of Siemens 8-Phase Controller, Model M-52 w/ Fiber Ports	\$4,405.60	\$4,405.60	\$4,922.56	\$4,922.56	\$7,000.00	\$7,000.00	\$5,495.00	\$5,495.00
3	18	EA	Cost and Installation of 3-Section (Red-Yellow-Green Balls or Red Arrow-Yellow Arrow-Green Arrow Balls) polycarbonate black color w/ 12" LED lens signal heads, and Louvered Black Aluminum Backplates	\$485.20	\$8,733.60	\$483.04	\$8,694.72	\$600.00	\$10,800.00	\$558.00	\$10,044.00
4	2	EA	Cost and installation of 5-Section (Red Ball, Yellow Ball, Green Ball, Yellow Arrow, Green Arrow) polycarbonate black color w/ 12" LED lens signal head and Louvered Black Aluminum Backplates.	\$781.37	\$1,562.74	\$775.72	\$1,551.44	\$875.00	\$1,750.00	\$757.00	\$1,514.00
5	18	EA	Cost and installation of Pelco Astro-Brac cable mount assembly AS-0125-3-84-PNC	\$128.13	\$2,306.34	\$158.81	\$2,858.58	\$165.00	\$2,970.00	\$199.00	\$3,582.00
6	2	EA	Cost and installation of Pelco Astro-Brac cable mount assembly AS-0125-5-84-PNC	\$136.04	\$272.08	\$167.14	\$334.28	\$165.00	\$330.00	\$199.00	\$398.00
7	4	EA	Cost and installation of Streetscape signal pole for long mast arms, 24-ft in height, bronze color, powdered finish over galvanized steel w/ flanged base and bronze color, and bronze powdered finish ILSN arms	\$5,836.75	\$23,347.00	\$6,238.92	\$24,955.68	\$12,500.00	\$50,000.00	\$7,294.00	\$29,176.00
8	2	EA	Cost and installation of Streetscape Mast Arm, 55-ft long length, bronze color, powdered finish over galvanized steel w/ flanged base, w/ dampers & ILSN arms, bronze color, powder finished	\$16,292.98	\$32,585.96	\$17,299.79	\$34,599.58	\$7,000.00	\$14,000.00	\$20,226.00	\$40,452.00
9	2	EA	Cost and installation of Streetscape Mast Arm, 60-ft long length, bronze color, powdered finish over galvanized steel w/ flanged base, w/ dampers & ILSN arms, bronze color, powder finished	\$16,534.18	\$33,068.36	\$17,751.50	\$35,503.00	\$8,000.00	\$16,000.00	\$20,576.00	\$41,152.00
10	6	EA	Cost and installation of Pull Box w/ locking cover, Type D (See Specs) (Print on Cover - Danger High Voltage Traffic Signals)	\$726.18	\$4,357.08	\$776.05	\$4,656.30	\$700.00	\$4,200.00	\$924.00	\$5,544.00
11	1	EA	Cost and installation of Meter Pedestal Pole, 4-Terminal, 125-amp, Twin Link Connectors, for Direct Burial, including conduit to power source	\$2,357.50	\$2,357.50	\$1,470.34	\$1,470.34	\$1,500.00	\$1,500.00	\$4,620.00	\$4,620.00
12	1	EA	Cost and installation of BC100HZ Battery Backup System w/ Cabinet and Foundation (PEEK brand)	\$7,906.09	\$7,906.09	\$6,958.68	\$6,958.68	\$8,000.00	\$8,000.00	\$8,671.00	\$8,671.00
13	1	EA	Cost and installation of concrete signal controller foundation	\$1,698.42	\$1,698.42	\$790.43	\$790.43	\$3,500.00	\$3,500.00	\$688.00	\$688.00
14	4	EA	Cost and Installation of 48" diam. Signal pole foundation, 22' deep	\$6,342.90	\$25,371.60	\$9,298.47	\$37,193.88	\$5,000.00	\$20,000.00	\$6,908.00	\$27,632.00
15	330	LF	Cost and Installation of 2" Dia. Gray PVC sched. 40 conduit (Trench)	\$6.85	\$2,260.50	\$8.56	\$2,824.80	\$6.00	\$1,980.00	\$10.00	\$3,300.00
16	885	LF	Cost and Installation of 2" Dia. Gray PVC sched. 40 conduit (Bored)	\$18.39	\$16,275.15	\$18.05	\$15,974.25	\$16.00	\$14,160.00	\$13.00	\$11,505.00



City of College Station - Purchasing Division
Bid Tabulation for #14-013
"Texas Ave. and University Dr. Traffic Signal Reconstruction"
Open Date: Wednesday, November 13, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Highway Intelligent Traffic Solutions (Lancaster, TX)		Florida Traffic Control Devices, Inc. (Pearland, TX)		Bayer Construction Electric (Bryan, TX)		Siemens Industry, Inc. (Grand Prairie, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
17	140	LF	Cost and Installation of 3" Dia. Gray PVC sched. 40 conduit (Trench)	\$9.54	\$1,335.60	\$10.02	\$1,402.80	\$9.00	\$1,260.00	\$15.00	\$2,100.00
18	60	LF	Cost and Installation of 3" Dia. Gray PVC sched. 40 conduit (Bored)	\$26.53	\$1,591.80	\$19.54	\$1,172.40	\$17.00	\$1,020.00	\$20.00	\$1,200.00
19	130	LF	Cost and Installation of 4" Dia. Gray PVC sched. 40 conduit (Trench)	\$10.12	\$1,315.60	\$10.38	\$1,349.40	\$10.00	\$1,300.00	\$23.00	\$2,990.00
20	865	LF	Cost and Installation of 4" Dia. Gray PVC sched. 40 conduit (Bored)	\$23.16	\$20,033.40	\$19.71	\$17,049.15	\$22.00	\$19,030.00	\$22.00	\$19,030.00
21	385	LF	Cost and installation of Electrical Conductor #6 Bare	\$1.09	\$419.65	\$1.00	\$385.00	\$1.50	\$577.50	\$1.00	\$385.00
22	770	LF	Cost and installation of Electrical Conductor #6 Insulated	\$1.19	\$916.30	\$1.02	\$785.40	\$1.50	\$1,155.00	\$1.00	\$770.00
23	1,900	LF	Cost and installation of Electrical Conductor #8 Bare	\$0.87	\$1,653.00	\$0.85	\$1,615.00	\$1.25	\$2,375.00	\$1.00	\$1,900.00
24	1,750	LF	Cost and installation of 5/c #14 AWG stranded signal cable IMSA 19-1 or equivalent	\$1.17	\$2,047.50	\$1.01	\$1,767.50	\$2.00	\$3,500.00	\$2.00	\$3,500.00
25	5,240	LF	Cost and installation of 7/c #14 AWG stranded signal cable IMSA 19-1 or equivalent	\$1.37	\$7,178.80	\$1.21	\$6,340.40	\$2.50	\$13,100.00	\$2.00	\$10,480.00
26	2,420	LF	Cost and installation of 3/c #12 AWG Tray Cable	\$2.22	\$5,372.40	\$1.47	\$3,557.40	\$1.50	\$3,630.00	\$2.00	\$4,840.00
27	4	EA	Cost and installation of Radar Presence Detector (RPD), Wavetronix Smart Sensor Matrix w/ Smart Sensor Mount	\$4,607.83	\$18,431.32	\$4,756.59	\$19,026.36	\$4,500.00	\$18,000.00	\$5,502.00	\$22,008.00
28	4	EA	Cost and installation of Radar Advance Detection Device (RADD), Wavetronix Smart Sensor Advance w/ Smart Sensor Mount	\$4,710.13	\$18,840.52	\$5,006.38	\$20,025.52	\$4,500.00	\$18,000.00	\$5,800.00	\$23,200.00
29	8	EA	Cost and installation of Wavetronix Detector Rack Cards (2-/4-Channel)	\$420.29	\$3,362.32	\$459.15	\$3,673.20	\$500.00	\$4,000.00	\$526.00	\$4,208.00
30	8	EA	Cost and installation of Wavetronix Sensor Cable Junction Box	\$313.86	\$2,510.88	\$218.29	\$1,746.32	\$500.00	\$4,000.00	\$249.00	\$1,992.00
31	4	EA	Cost and Installation of Wavetronix Intersection Pre-assembled Backplate - AC	\$2,410.58	\$9,642.32	\$2,295.74	\$9,182.96	\$2,000.00	\$8,000.00	\$2,764.00	\$11,056.00
32	2,421	LF	Cost and installation of Orion Wire Combo 2207-2002 PVCGY Wavetronix Smart Sensor 6-Conductor Cable for RPD and RADD Detectors	\$3.01	\$7,287.21	\$2.92	\$7,069.32	\$3.00	\$7,263.00	\$4.00	\$9,684.00
33	4	EA	Cost and installation of Priority Control System Detector (GTT Opticom Model 721) Infrared	\$678.71	\$2,714.84	\$704.84	\$2,819.36	\$850.00	\$3,400.00	\$793.00	\$3,172.00
34	1	EA	Cost and installation of Opticom Model 764 Multimode Phase Selector	\$3,261.75	\$3,261.75	\$3,849.82	\$3,849.82	\$4,000.00	\$4,000.00	\$3,992.00	\$3,992.00
35	1	EA	Cost and installation of Opticom Infrared System Model 760 Card Rack	\$266.40	\$266.40	\$304.28	\$304.28	\$300.00	\$300.00	\$832.00	\$832.00
36	1,178	LF	Cost and installation of Model 138 Detector Cable (for GTT Opticom Model 721)	\$1.85	\$2,179.30	\$1.09	\$1,284.02	\$2.00	\$2,356.00	\$2.00	\$2,356.00
37	8	EA	Cost and installation of Confirmation Lights, w/Power Cable	\$342.44	\$2,739.52	\$288.75	\$2,310.00	\$350.00	\$2,800.00	\$254.00	\$2,032.00
38	2	EA	Cost and installation of ILSN Signs (LED, Thin Panel Type) (6S)	\$1,965.36	\$3,930.72	\$2,091.75	\$4,183.50	\$2,500.00	\$5,000.00	\$1,943.00	\$3,886.00
39	2	EA	Cost and installation of ILSN Signs (LED, Thin Panel Type) (8S)	\$2,082.88	\$4,165.76	\$2,267.39	\$4,534.78	\$2,800.00	\$5,600.00	\$2,230.00	\$4,460.00
40	5	EA	Cost and installation of Pedestal Pole Assembly with 24" diameter foundation, 6 feet deep (Bronze, Powder Finished)	\$1,548.97	\$7,744.85	\$3,013.88	\$15,069.40	\$1,700.00	\$8,500.00	\$1,733.00	\$8,665.00



City of College Station - Purchasing Division
Bid Tabulation for #14-013
"Texas Ave. and University Dr. Traffic Signal Reconstruction"
Open Date: Wednesday, November 13, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Highway Intelligent Traffic Solutions (Lancaster, TX)		Florida Traffic Control Devices, Inc. (Pearland, TX)		Bayer Construction Electric (Bryan, TX)		Siemens Industry, Inc. (Grand Prairie, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
41	8	EA	Cost and installation of LED Countdown Pedestrian Module (Black)	\$371.56	\$2,972.48	\$481.81	\$3,854.48	\$700.00	\$5,600.00	\$517.00	\$4,136.00
42	8	EA	Cost and installation of Accessible Pedestrian Signal Units with Integrated Signs (Polara Navigator)	\$966.44	\$7,731.52	\$932.01	\$7,456.08	\$1,200.00	\$9,600.00	\$1,030.00	\$8,240.00
43	4	EA	Cost and installation of "Left Turn Signal" sign (R10-10, 30" x 36") on Signal Mast Arm	\$280.95	\$1,123.80	\$278.80	\$1,115.20	\$550.00	\$2,200.00	\$65.00	\$260.00
44	2	EA	Cost and installation of "No Turn on Red" sign (R10-11a, 36" x 48") on Signal Mast Arm	\$346.49	\$692.98	\$359.04	\$718.08	\$550.00	\$1,100.00	\$68.00	\$136.00
45	4	EA	Cost and installation of "No U Turn" sign (R3-4, 36" x 36") on Signal Mast Arm	\$295.64	\$1,182.56	\$305.50	\$1,222.00	\$550.00	\$2,200.00	\$69.00	\$276.00
46	1	EA	Remove Traffic Signal	\$2,296.80	\$2,296.80	\$3,989.55	\$3,989.55	\$3,500.00	\$3,500.00	\$3,463.00	\$3,463.00
47	140	LF	Cost and installation of CAT 5 Cable (to be compatible with existing PTZ camera)	\$3.54	\$495.60	\$1.93	\$270.20	\$2.00	\$280.00	\$5.00	\$700.00
48	1	LS	Mobilization	\$28,323.20	\$28,323.20	\$22,219.85	\$22,219.85	\$37,000.00	\$37,000.00	\$5,452.00	\$5,452.00
49	2	MO	Barricades, Signs, and Traffic Handling	\$1,022.96	\$2,045.92	\$1,839.20	\$3,678.40	\$2,500.00	\$5,000.00	\$4,124.00	\$8,248.00
TOTAL BID - TRAFFIC SIGNAL RECONSTRUCTION				\$352,897.00		\$368,876.98		\$372,836.50		\$387,929.00	

NOTES:

»Highway Intelligent Traffic Solutions

Bidder miscalculated Bid Items 3, 8 and the Total Bid amount. The highlighted amounts above are correct.

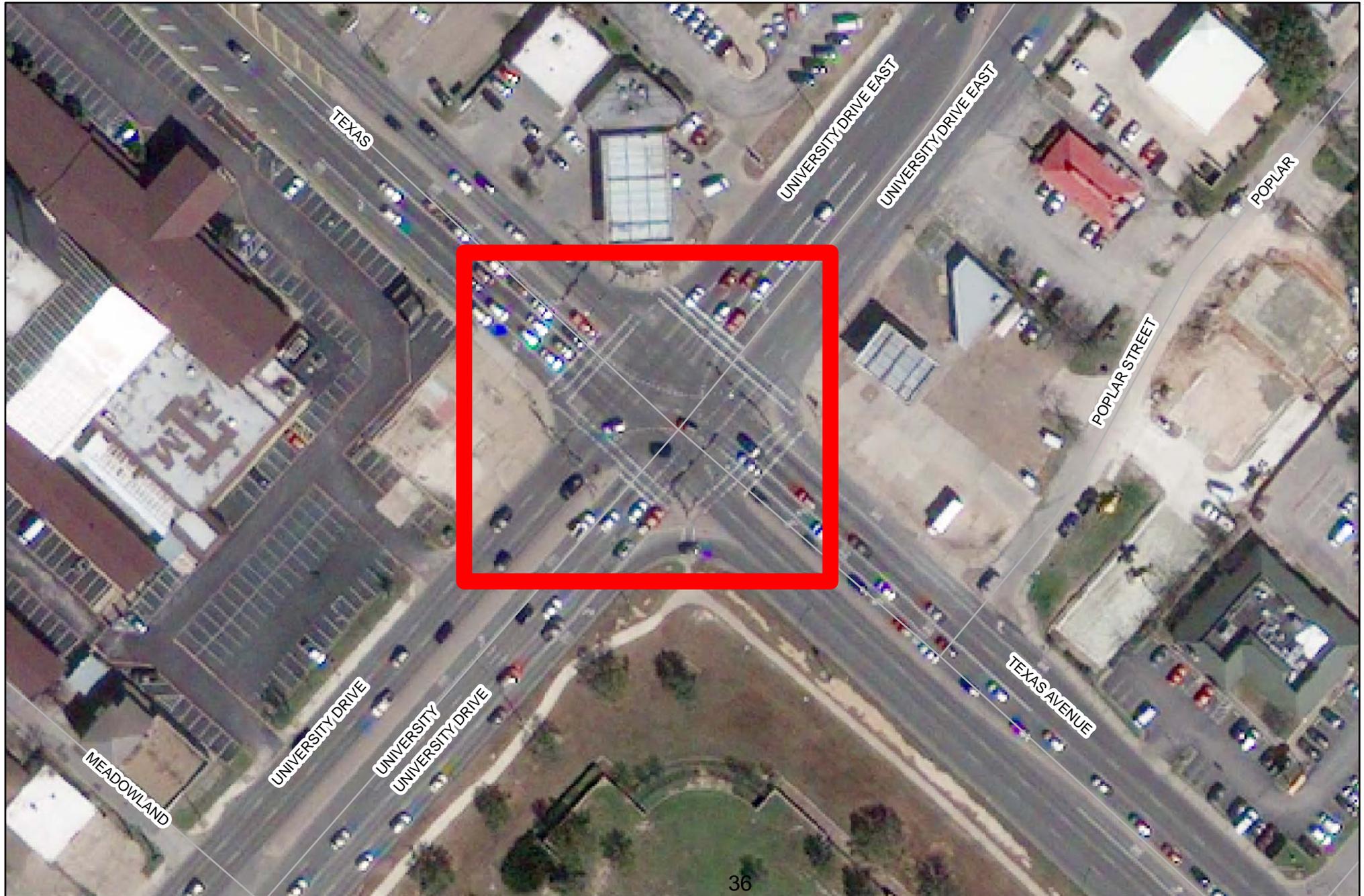
»Florida Traffic Control Devices, Inc.

Bidder miscalculated Bid Item 38 and the Total Bid amount. The highlighted amounts above are correct.

»Siemens Industry, Inc.

Bidder miscalculated Bid Item 9 and the Total Bid amount. The highlighted amounts above are correct.

University Drive and Texas Avenue Signal Improvements Project Location Map



RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS THAT:

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$400,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 9th DAY OF JANUARY, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(Seal)

APPROVED:



McCain, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Traffic signal and intersection improvements at University Drive and Texas Avenue

January 9, 2014
Consent Agenda Item No. 2h
Semi-Annual Price Agreement for Type D Hot Mix Asphalt

To: Kelly Templin, City Manager

From: Chuck Gilman, P.E., PMP, Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding a semi-annual price agreement with Knife River for the purchase of Type D Hot Mix Asphalt to be picked up by City Staff for the maintenance of streets in the amount not to exceed \$960,000.00.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation: Staff recommends approval of the semi-annual price agreement.

Summary: Invitation to Bid #14-021 received two competitive sealed bids. Knife River was the lowest responsible bidder. The City requested a quote for both annual and a semi-annual estimates. Staff has reviewed the bids, and recommends Knife River be awarded a semi-annual price agreement, which can be renewed every six months for no more than five renewals (three years total). Knife River bid an estimated 15,000 tons at \$64.00 per ton for a total not to exceed amount of \$960,000.00. Any after-hours, or emergency start up costs will be paid from this not to exceed amount.

This price agreement will support the maintenance operations in the Street Maintenance Division. HMAC Type D is the primary material used in the repair of asphalt pavement streets. It is used in both the asphalt base failure repair operations and by the crew of the pothole repair truck. The material needs to be purchase within a 40 mile radius of the City to maintain the optimum temperature of the mix and the proper chemical makeup.

Budget Financial Summary: Funds are budgeted and available in the Street Maintenance Fund.

Reviewed and Approved by Legal: N/A

Attachments:

1. Bid Tabulation #14-021



City of College Station - Purchasing Division
 Bid Tabulation for #14-021
 "Type "D" Hot Mix Picked up by City Crews"
 Open Date: Tuesday, December 3, 2013 @ 2:00 p.m.

Item	Estimated Quantity	UOM	Description	Knife River		Brazos Paving Inc.	
				Unit Price	Total Price	Unit Price	Total Price
<i>Semi- Annual Estimates</i>							
1	15,000	tons	Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #341	\$64.00	\$960,000.00	\$72.00	\$1,080,000.00
<i>Annual Estimates</i>							
2	25,000	tons	Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #341	\$64.00	\$1,600,000.00	\$75.00	\$1,875,000.00
<i>Emergency Requests</i>							
3	1	ton	Emergency requests after 6:00 p.m. (price per ton)	\$1,800.00 *		\$1,800.00	
			Exceptions	* \$1,800 start up fee per event, not per ton			
			Bid Certification	Y		Y	

January 9, 2014
Consent Agenda Item No. 2i
Interlocal Agreement with Texas Department of Public Safety

To: Kelly Templin, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action, and discussion on an Interlocal Agreement for cooperative purchasing activities between the City of College Station and Texas Department of Public Safety.

Relationship to Strategic Goals: Financially Sustainable City

Recommendation(s): Staff recommends approval of the Interlocal Agreement.

Summary: This agreement would authorize the City of College Station to purchase intoxilyzer mouthpieces, alcohol blood test kits, gunshot residue kits, urine specimen kits or syringe transport tubes. DPS' objective is to control and establish uniform procedures, paperwork and supplies used in the Breath Testing and Laboratory Alcohol and Drug Testing Program

Budget & Financial Summary: No expenses will be incurred to approve the Interlocal Agreement. This Interlocal Agreement is required before we can place orders with DPS for these supplies.

Legal Review: Yes

Attachments:

Interlocal Agreement with Texas Department of Public Safety is on file in the City Secretary's Office

January 9, 2014
Consent Agenda Item No. 2j
Annual Electric Substation Maintenance Labor Contract

To: Kelly Templin, City Manager

From: Timothy Crabb, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Shermco Industries, Inc. in the amount of \$212,655 for Annual Electric Substation Maintenance Labor Contract #14-049, which includes \$162,655 in scheduled work and a not to exceed cost of \$50,000 for emergency work as specified in the contract.

Relationship to Strategic Goals: Core Services and Infrastructure

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

Summary: The Annual Electric Substation Maintenance Labor Contract is for supplemental labor and equipment to perform the required electric substation maintenance for a twelve (12) month period. Estimated unit quantities were based on past work performed by contractors and were used to determine the annual estimate for labor cost.

On November 8, 2013, five (5) sealed bids were received in response to Invitation to Bid No. 14-008 for the Annual Electric Substation Maintenance Labor Contract. Shermco Industries, Inc. was determined to be the lowest responsible bidder for this work at \$212,655.

Budget & Financial Summary: Funds for this item are budgeted for in the Electric Capital Improvements and Maintenance Project Funds.

Reviewed and Approved by Legal: Yes

Attachments: Bid Tab #14-008



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ADDENDUM # 2
BID # 14-008

Date: November 5, 2013
To: All Interested Parties
From: Heather Pavelka, Buyer
Re: **Bid # 14-008 - 2014 Annual Substation Maintenance**

The following additions, deletions or clarifications to Bid # 14-008 are hereby made a part of the Bid Documents for the above referenced project as fully and as completely as though the same were included therein.

The following questions were submitted. The answers have been provided following each question.

1. We need the specifications on the existing battery system and/or Battery Charger?
Answer: City will supply any replacement equipment in units A5 and A6
2. Would CSU like for us to re-spec a new charger and battery system?
Answer: City will handle.
3. We still need some basic data such as charger line voltage, battery bank voltage, charger output current rating.
Answer: 125VDC, 25 Amp Charger
4. How many batteries are there?
Answer: Per first sentence in A-4, sixty (60) units are in the rack.
5. In the past, we have run across breaker replacements where the old circuit cables were too short to reach the terminals in the new breakers. Will the old circuits be re-used and are they long enough to reach the new destinations.

Answer: In this case the City will provide required terminal blocks for re-termination. Contractor will supply all jumpers, terminals and labor to reattached.

6. Is there a control cable count that will have to be removed and re-installed for each breaker?

Answer: Typically, six (6) 4 conductor copper control cables and one (1) 12 conductor copper control cable.

7. Is any rewiring required in the relay panels for the breakers?

Answer: No

8. Will new above grade conduit be required to be installed on the breakers? If so what size and how many conduits per breaker?

Answer: Typically, quantity of two (2) three (3) inch rigid conduits, and a single one (1) inch rigid conduit.

9. On page 66 of the attached document, (Work Scope) they say they want to replace a total of 5 – 15KV breakers. On page 68, (Group A –Schedule repairs for 2014) they have listed a total of 8 -15KV breakers to replace. Which do I bid?

Answer: Please bid the 5 units in Bid Schedule A. CSU will be deleting the sentence in Group A. #3 under Post Oak Substation: 3. Replace 15 kV Breakers 2101, 2205, and 2207. (A corrected page 4 of Exhibit E is attached to this addendum.)

Please note the following clarification: **No LTC maintenance on the eleven units in Group A1 is required.** Regarding LTC Maintenance Group B9 only one unit should be bid.

10. Does the unit have a LTC?

Answer: All units have RMV 11 LTCs

11. Is LTC oil to be replaced?

Answer: Filtered should be all that is required

12. Who is responsible for new oil?

Answer: Contractor

13. Who is responsible for old oil disposal?

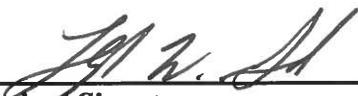
Answer: Contractor

14. LTC information needed:

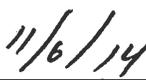
- LTC MFG - *Reinhausen*
- LTC type - *RMV-11*
- LTC operation count - *NA*
- LTC serial number - *NA*
- LTC oil amount - *NA*
 - Selector Compartment - *NA*
 - Transfer Compartment - *NA*
- Transformer Serial number - *NA*
- Transformer MFG - *Various, Westinghouse, Waukesha, Kuhlman*

Please acknowledge receipt of this addendum with signature and date and return with completed bid. Failure to do so may cause your Bid to be considered non-responsive.

Receipt of this Addendum No. 2 is hereby acknowledged



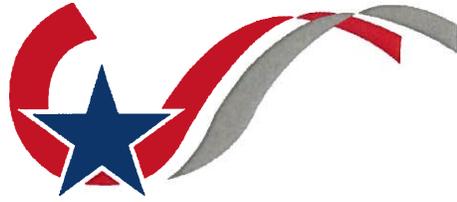
Authorized Signature



Date



Company Name



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ADDENDUM # 1
BID # 14-008

Date: October 31, 2013
To: All Interested Parties
From: Heather Pavelka, Buyer
Re: **Bid # 14-008 - 2014 Annual Substation Maintenance**

The following additions, deletions or clarifications to Bid # 14-008 are hereby made a part of the Bid Documents for the above referenced project as fully and as completely as though the same were included therein.

The following questions were submitted online. The answers have been provided following each question. A new pricing table for Group B is provided on page 4, and should be submitted in place of the original table in the bid packet.

1. Group A A-2 1. Bushing Gaskets? 2. How many are we to assume will require to be hand cut?

Answer: Assume minimal gasket groups on transformer have to be hand- cut. CSU will be furnishing gasket material and will use manufacturer's replacement gaskets.

2. Group A A-3 1. (Paragraph 1) Is this direct replacement?

Answer: Yes, direct replacement, one removed and one installed

2. (Paragraph 2) What stage of completion are the (5) breakers currently in?

Answer: All breakers are in service and will require the distribution circuit being served to be transferred to an adjacent breaker for continuity of service on the breaker being replaced

3. Group A A-4 1. Will CSU be providing a suitable disposal site for the retired batteries or can they be returned to warehouse?

Answer: Battery disposal is part of the Contractors Scope of Work

2. If contractor to dispose, will CSU reimburse for Recycle Fee?

Answer: Battery disposal is part of the Contractors Scope of Work, all aspects of cost/profit should be included in bid.

4. Group A A-6 1. If more than one job is being done simultaneously, requiring more than (1) crew, will this qualify for additional mobilization?

Answer: No, mobilization will only be paid for initial staging on site to perform work of contract.

5. Group B B-3 1. Number of Gallons to be filtered?

Answer: Typical CSU LTC Compartment is around 350 gallons. Please note last sentence stating that this unit is to be paid per gallon of oil filtered.

6. Group B B-4 a. Qty. 11,? b. Qty. 5, ? c. Qty. of Surge Arresters? d. Qty.? e. Qty. ? f. Qty. ?

Answer: Although work will typically be performed in groups, please note that the bid table has been revised to include a base bid quantity of 1 for items a-f. Quantities are not guaranteed, and will be assigned on an as needed basis. The new bid table is attached.

7. Group B B-6 1. Qty ? 2. Type ? 3. Manufacturer ?

Answer: B-6 a. ELECTROMECHANICAL: Type: Various (IAC, HGA, etc)
Manufacturer: Various (Westinghouse, ABB, GE)

B-6 b. MICROPROCESSOR: Type: SEL351S, SEL311L, SEL421
Manufacturer: SEL

Quantities are not guaranteed, and will be assigned on an as needed basis.

8. Group B B-8 1. Is impedance testing acceptable?

Answer: Yes, as long as a capacity test is also included. If bidding other than specified, please note as an alternate on the bid sheet.

Load testing of existing batteries has been determined to be harmful.

Answer: A Capacity test reduces battery life. CSU does these every five years to create an acceptable loss of life in exchange for knowing the condition of the battery. CSU is more concerned that the battery bank will perform when it has to, than optimizing battery longevity. Capacity should exceed 80%

9. Group B B-16 1. Can pictures of this breaker be provided to show over-head clearance, removal access, and over-head bus (hard bus or wire bus)?

Answer: This could be any one of five (5) OCBs remaining in system. All OCBs have wire jumpers coming to bushings from 145kV GOAB switches.

10. Are there drawing available for each substation?

Answer: No, due to NERC Policy Compliance

11. Are there equipment nameplate data available?

Answer: No, due to NERC Policy Compliance

12. Can a job walk of each substation be arranged to obtain the above information in questions 1 and 2 if not available?

Answer: No, only the successful bidder will be given access to the substations.

13. Group B B-1 1. Will existing stub-up for control wiring be used, or will new stub-up be required for new breaker?

Answer: Assume existing stub up. Any deviation would be handled by a change order

Please acknowledge receipt of this addendum with signature and date and return with completed bid. Failure to do so may cause your Bid to be considered non-responsive.

Receipt of this Addendum No. 1 is hereby acknowledged



Authorized Signature



Date



Company Name

**BID DOCUMENTS
FOR**

2014 Annual Substation Maintenance



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

BID NO. 14-008

**DUE DATE and TIME:
November 8, 2013 @ 2:00 p.m.**

City of College Station, Texas
Purchasing Division – City Hall
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842
979-764-3555
www.cstx.gov

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INSTRUCTION TO BIDDERS

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CERTIFICATION OF BID

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION

CONTRACTOR'S PROPOSAL AND SPECIAL CONDITIONS AND TECHNICAL
SPECIFICATIONS

INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. ADVERTISEMENT

Sealed bids addressed to the City of College Station, Texas will be received for:

2014 Annual Substation Maintenance
Bid No. 14-008

until **2:00 P.M. CST, Friday, November 8, 2013** after which time all qualified bids will be opened and read. Bids received after that time will be returned unopened. Bids will be received at the office of:

City of College Station
Purchasing Division – City Hall
PO Box 9960
1101 Texas Avenue
College Station, Texas 77840

LOCATION AND DESCRIPTION OF PROJECT

This project consists of performing maintenance on substation equipment located within the seven (7) City of College Station Electrical Substations.

There will be no pre-bid meeting for this project. Should the City decide that a pre-bid meeting is necessary; a notice will be posted on the online bidding website, <https://brazosbid.cstx.gov>.

Questions and inquiries about this request for proposals shall be submitted in writing via the Q&A feature available through Brazos Valley Online Bidding System at <http://brazosbid.cstx.gov>. The deadline for written questions is Tuesday, November 5, 2013 at 12:00 P.M. CST.

COPIES OF BIDDING DOCUMENTS

A complete set of Bidding Documents can be downloaded off of the City's website at <https://brazosbid.cstx.gov>.

Purchasing Division
PO Box 9960
1101 Texas Avenue
College Station, Texas 77840
(979) 764-3555
Monday through Friday from 8:30 a.m. to 5:00 p.m.

Five (5) percent bid security is required.

END ADVERTISEMENT

2. DEFINITION OF TERMS

In order to simplify the language throughout this bid, the following definitions and those defined in the Contract Documents shall apply:

BIDDER - A contractor who submits a Bid directly to the City.

BIDDING DOCUMENTS - the Advertisement, Instructions to Bidders, the Proposal, Special Provisions, Technical Specifications and the proposed Contract Documents (including all Addenda issued prior to the receipt of Bids).

CITY OF COLLEGE STATION – Same as City.

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

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

CONTRACTOR – The successful Bidder(s) of this bid request.

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

SUB-CONTRACTOR – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.

SUCCESSFUL BIDDER - the lowest, qualified, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

SUPPLIER – Same as Contractor.

3. COPIES OF BIDDING DOCUMENTS

A complete set of Bidding Documents can be downloaded off of the City’s website at <https://brazosbid.cstx.gov>

Complete sets of Bidding Documents must be used in preparing Bids; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The City, in making the copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work, and does not confer a license or grant for any other use.

4. MANDATORY PREBID CONFERENCE

There will be no pre-bid meeting for this project. Should the City decide that a pre-bid meeting is necessary; a notice will be posted on the online bidding website, <https://brazosbid.cstx.gov>.

5. GENERAL BID PROVISIONS

- 5.01. The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.
- 5.02. The term "Owner" as used throughout these documents will mean The City of College Station, Texas.
- 5.03. Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initialed in ink by the person signing the proposal.
- 5.04. Formal advertised bids indicate date and time by which the bids must be received in the Purchasing division. Bids received after that time will be returned unopened to the bidder.
- 5.05. The Bidder will note any exceptions to the conditions of this bid In Section 17. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.
- 5.06. Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Division in writing. Owner reserves the right to reject any and all bids by reason of this request.
- 5.07. In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the former will take precedence.
- 5.08. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the Purchasing Division.
- 5.09. All bids will be awarded to the lowest responsive and responsible bidder. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, payment terms, compatibility as required, other costs, and other objectives and accountable factors which are reasonable.
- 5.10. Owner may give an environmental preference to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
- 5.11. Bidders may be disqualified, and rejection of proposals may be recommended to the Owner for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of a certified personal or company check as a proposal guarantee (if Bid Bond required); or 6) Unauthorized alteration of bid form; 7) Lack of appropriate qualifications and experience relative to the size and scope of the work proposed; 8) Unsatisfactory performance; or 9) Failure to complete projects. Owner reserved the right to waive any minor informality or irregularity.
- 5.12. Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal."
- 5.13. Samples of items shall be furnished, if requested by the Owner, without charge, and if not

- destroyed, shall be returned upon request at the bidder's expense.
- 5.14. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.
 - 5.15. Contractor must provide audited financial statements, if requested, to the City.
 - 5.16. Prices should be itemized. Unit prices shall be set to no more than two (2) decimal places. The Owner reserves the right to award by item, group, or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.
 - 5.17. No freight or delivery charges will be accepted unless shown on bid.
 - 5.18. Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid proposal form. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.
 - 5.19. Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.
 - 5.20. All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of College Station. The laws of the State of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.
 - 5.21. The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
 - 5.22. Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.
 - 5.23. Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.
 - 5.24. If unable to bid, please sign and return this form by return mail, advising reason for not submitting quotation.

6. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of City's request, written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of the Bidder's qualifications to do business in the State of Texas or covenant to obtain such qualification prior to award of the contract.

In determining a bidder's qualifications, the following factors will be considered:

- 6.01. Work previously completed by the bidder and whether the bidder:
 - (a) maintains a permanent place of business,
 - (b) has adequate plant and equipment to do the work properly and expeditiously,
 - (c) has paid or settled all claims for payment promptly,
 - (d) has appropriate technical experience,

- (e) has job references for work of similar size and scope to the project bid herein, and
 - (f) satisfactory performance and completion of public, or comparable, projects.
- 6.02. The safety record of the Bidder, of the corporation, partnership, or institution represented by the Bidder, or of any one acting for such firm, corporation, or partnership.
 - 6.03. Statement or evidence the company has been performing transmission and distribution substation work of a scope similar to this project for at least ten years.
 - 6.04. List of projects and a brief description of those projects whose scope is similar to this project.
 - 6.05. Evidence of completion of at least two similar transmission/distribution substation projects for a utility with a high side voltage of 138 kV or higher and a low side three phase voltage of 12.5 kV to 35 kV within the last five years.
 - 6.06. References for recent transmission/distribution substation projects. Additional references for at least three similar types of projects shall also be submitted.
 - 6.07. Resumes of project management expected to be assigned to this project.

Each Bidder may be required to show that he has properly completed similar type work and that no claims are now pending against such work. No bid will be accepted from any bidder who is engaged in any work that would impair his ability to fully execute, perform or finance this work. The General/Sub-Contractors Experience Data Sheet following the proposal must be filled out and submitted with the bid for consideration. Failure to include a completed Data Sheet may result in the rejection of the bid.

7. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 7.01. It is the responsibility of each Bidder before submitting a Bid, to:
 - (a) examine the Contract Documents thoroughly,
 - (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work,
 - (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work,
 - (d) study and carefully correlate Bidder's observations with the Contract Documents, and
 - (e) notify Owner's Representative of all conflicts, errors or discrepancies in the Contract Documents.
 - (f) visit with local utilities, including cable companies, and other entities that may have underground or above-ground infrastructure in the work area for infrastructure location.
- 7.02. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data from the Owner's files for its underground facilities and information and data furnished by owners of other underground facilities. Owner does not assume responsibility for the accuracy or completeness thereof.
- 7.03. Before submitting a Bid each Bidder will be responsible to make or obtain such explorations, at bidders expense and not to be added into cost of bid if accepted (tests and data concerning physical conditions - surface, subsurface and underground facilities - at or

contiguous to the site, or otherwise) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 7.04. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 7.05. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or disposal of spoil are to be provided by Contractor. Contractor is responsible for obtaining all permits required for any of the before mentioned purposes prior to beginning work in accordance with the Standard Form Of Agreement, paragraph 35 Permits and Licenses.
- 7.06. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. No pleas of ignorance of conditions that may be encountered in their execution of the Work under this contract, that is a result of failure to make the necessary examinations and investigations herein above indicated, will be accepted as an excuse for the failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the Contract Documents. In no event shall a claim for extra compensation or for an extension of time be allowed for failure to thoroughly examine all requirements of Contract Documents.

8. INTERPRETATIONS and ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to the City Purchasing Department. Interpretations or clarification considered necessary by Owner's Representative in response to such questions will be issued by Addenda and mailed or otherwise delivered to all parties recorded by Owner's Representative as having received the Bidding Documents. Questions received less than 48 hours prior to opening of Bids will not be answered. Only questions answered by a formal written Addenda will be binding. No oral and other interpretations or clarification will be considered official or binding.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

To properly qualify his bid, each Bidder shall, prior to filing his Bid, check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the Proposal Form or on a separate attachment to the bid. Bids without such acknowledgment of all issued Addenda and letters of clarification may cause your bid to be considered non-responsive. Such Addenda and letters of clarification shall become a part of the executed contract and modify the contract documents accordingly.

9. BID SECURITY

Bidders must submit with their Bids a Cashier's Check or a Certified Check in the amount of five (5%) percent of the maximum amount of Bid payable without recourse to the City of College Station, Texas, or a bid bond in the same amount from a surety company holding permit from the State of Texas to act as a surety, as a guarantee that Bidder will enter into a contract and execute bond and guarantee forms within fifteen (15) days after notice of award of contract. Bids without checks, as stated above, or acceptable bid bond may not be considered.

Bid Security shall be in effect from the opening of the Bid and will be retained until a Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. A Bidder may withdraw its Bid at any time until the Agreement is signed. However, it will forfeit its Bid Security in doing so if no material mistake was made in the Bid.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until 5 days after the Agreement is executed whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven days after the Bid opening.

10. CONTRACT TIME

The times for Substantial Completion and Final Completion are set forth in the City's Standard Form of Agreement included herewith. It will be necessary for the Successful Bidder to satisfy City of Bidder's ability to achieve Substantial Completion and Final Completion within the times designated.

11. LIQUIDATED DAMAGES

TIME IS OF THE ESSENCE IN THIS CONTRACT. Failure to meet Substantial or Final Completion dates will result in damages to the city in an amount specified in City's Standard Form of Agreement, Item 23.

12. SUBSTITUTE OR "OR EQUAL" ITEMS

The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by Owner's Representative at least seventy-two (72) hours prior to the date for receipt of Bids or until after the contract for the work has been signed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Owner's Representative's decision of approval or disapproval of a proposed substitution shall be final. If Owner's Representative approves any proposed substitution before the date for receipt of bids, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders

shall not rely upon approvals made in any other manner.

13. BID FORM

The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Purchasing Department, City of College Station, 1101 Texas Avenue, College Station, Texas 77840.

All blanks on the Bid Form must be completed in ink or by typewriter. Unfilled blanks may result in the bid being disqualified.

Bids by corporations must be executed in the corporate name by the corporate officer authorized to sign for the corporation, accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and accompanied by evidence of authority to sign. The physical address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda. The numbers and dates of which must be filled in on the Bid Form or on a separate attachment to the Bid.

The address and telephone number(s) for communication regarding the Bid must be shown.

All of the data on the GENERAL/SUB-CONTRACTORS EXPERIENCE AND DATA INFORMATION sheet must be completely filled in.

14. SUBMISSION OF BIDS

A Bid shall be submitted at the time and place indicated in the Advertisement. It shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the Bidder. The Bid shall be accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Each Bidder should, prior to filing his Bid check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the outside of the envelope containing his Bid proposal.

15. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed, in the described manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If prior to the award of the contract by the City Council, any Bidder files a duly signed, written notice with Owner's Representative and promptly thereafter demonstrates to the reasonable satisfaction of Owner's Representative that there was a material mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that

Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

16. OPENING OF BIDS

Properly prepared Bids will be opened publicly and read aloud. A summary of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids. A tabulation of the Bids which are read will be available upon request as soon as it has been assembled and verified.

Bids received after the specified time of the opening will be returned unopened.

17. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance, for 90 days after the date of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

18. AWARD OF CONTRACT

Owner reserves the right to reject any and all Bids, to waive any and all informalities and irregularities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, time of construction, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted as provided. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 90 days after the day of the Bid opening.

Bid prices may be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Standard Form of Agreement for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in City's Standard Form of Agreement, Item 23.

19. CONTRACT SECURITY, CONTRACT FORMS, BONDS AND CERTIFICATES

Paragraph 28 BOND PROVISIONS of the Standard Form of Agreement set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

The Standard Form of Agreement bond forms listed below will be made a part of the executed contract document and are made a part of these specifications:

CITY OF COLLEGE STATION STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR

PERFORMANCE BOND (City of College Station Form)

PAYMENT BOND (City of College Station Form)

These forms are not to be filled in by the bidder at the time of submitting his proposal.

20. SIGNING OF AGREEMENT

The Successful Bidder shall execute the Contract and provide proof of insurance as detailed in the Standard Form of Agreement based on Staff recommendation prior to Council action. Within 15 days of Council approval, all required Bonds shall be delivered to Owner. A fully executed contract will be presented to Successful Bidder with a City of College Station Purchase Order.

21. PERSONAL INTEREST

College Station City Charter Article XII: General Provision; Section 116. Members of the City Council and officers and employees of the City shall comply with state law pertaining to conflicts of interest of local government officials, including TEXAS LOCAL GOVERNMENT CODE, Chapter 171.

CONTRACTOR DATA SHEET

**GENERAL/SUB-CONTRACTOR'S EXPERIENCE
AND
DATA INFORMATION**

Name of Company: Shermco Industries

Company Years in Business: 30+

List Municipal Projects
(Similar Projects in Size and Scope Completed in Last Five Years)

Project	Municipality	\$ Amount	Type	Date
2013 Maintenance	City of Georgetown	\$91,265 ⁰²		11/12-11/13
Multilin Project	City of Dallas	\$184,000 ⁰⁰		1/12-2/12
Substation Maintenance	TRWD	\$375,000 ⁰⁰		6/13-11/13
Substation Maintenance	City of Fort Worth	\$220,000 ⁰⁰		10/09
Maintenance & Repair	Trinity River Authority	\$112,000 ⁰⁰		1/13-11/13

Superintendent & Project Manager Information

Include Superintendent proposed for the project, years of experience as superintendent, project manager proposed for the project, and years experience as project manager

Superintendent	Years Experience	Projects
Chris King	12+	Fort Hood Maintenance Ercot Electrical Testing Texas Instruments Raytheon

Project Manager	Years Experience	Projects
Ed Crismer	20+	Texas A&M, Luminant
Billy Ford	7+	Freescale, Scott & White
Lloyd Goswick	20+	USAA
Aaron Farnsley	20+	City of Georgetown

References: Name two transmission/distribution substation projects for a utility within the last five years and three projects of similar work, giving owner's name, representative's name, project engineer's name, and telephone numbers for each

1. Luminant Generation
Jeff Jones
Jimmy Kohutek

Maintenance Testing
512-443-8518
512-446-8633

2. Ercot
Marcus Flake - Austin Comm.

Electrical Testing
512-289-0363

3. USAA
John Sorrell

Maintenance Testing, SCADA
210-498-1167

4. Texas A&M
David Payne

Maintenance, Acceptance, Upgrade
979-862-7759

5. Freescale
Glen Hope

Oak Hill & Bluestein Maintenance
512-895-3480

CERTIFICATION OF BID

CERTIFICATION OF BID

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

The Contractor should review the attached Standard Form of Agreement thoroughly, and by **submitting a Bid and completing the certification herein, the Contractor is agreeing to sign the City's Standard Form of Agreement for Construction without modification.**

Signed By:  Title: Vice President - Operations

Typed Name: Lonnie R. Mullen Company Name: Shermco Industries, Inc.

Phone No.: 972-793-5523 Fax No.: 972-793-5539

Email: lmullen@shermco.com

Bid Address: 2425 East Pioneer Drive Irving Texas 75061
P.O. Box or Street City State Zip

Order Address: 2425 East Pioneer Drive Irving Texas 75061
P.O. Box or Street City State Zip

Remit Address: PO Box 540545 Dallas Texas 75354
P.O. Box or Street City State Zip

Federal Tax ID No.: 75-1441394

DUNS No.: 06-896-2216

Date: 11/4/13

Bid No. 14-008

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION

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

CONTRACT NO. 14-049

This Agreement is entered into by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City") and **Shermco Industries, Inc.**, a corporation (the "Contractor"), for the construction and/or installation of 2014 Annual Substation Maintenance.

1. DEFINITIONS

- 1.01. Calendar Day. A "calendar day" is any day of the week or month, no days being excepted.
- 1.02. City. Whenever the word "City" is used, it shall mean and be understood as referring to the City of College Station, Texas.
- 1.03. City's Representative. Whenever the words "City's Representative" or "Representative" are used, it shall mean and be understood as referring to the City Manager or his delegate, who shall act as City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor.
- 1.04. 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 times the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City.
- 1.05. Contract Documents. The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.
- 1.06. Contractor. Whenever the word "Contractor" is used, it shall mean the person(s), partnership, or corporation who has agreed to perform the work embraced in this Agreement and the other Contract Documents.
- 1.07. 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.
- 1.08. 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.
- 1.09. 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.
- 1.10. 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.
- 1.11. Parties. The "parties" are the City and the Contractor.

1.12. Project. The term "Project" shall mean and include all that is required to obtain a final product that is acceptable to the City. The term "work" shall have like meaning.

1.13. 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.

1.14. 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.

1.15. Work. The term "work" as used in this Agreement shall mean and include all that is required herein to obtain a final product that is acceptable to the City. The term "Project" shall have like meaning. This Project includes the following:

Maintenance and repairs on substation equipment located within the seven (7) City of College Station electrical substations as described in Invitation to Bid 14-008. All items listed in Group A, Scheduled Repairs for 2014, must be completed during the term of this contract. Items listed in Group B, Miscellaneous Repairs, Personnel and Equipment will be assigned on an as needed or emergency basis during the term of this contract.

1.16. 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:

- 2.01.01. This signed Agreement
- 2.01.02. Addendum to this Agreement
- 2.01.03. General Conditions
- 2.01.04. Special Conditions
- 2.01.05. Technical specifications
- 2.01.06. Drawings
- 2.01.07. Instructions to Bidders and any other notices to Bidders or Contractor
- 2.01.08. Performance bond, Payment bonds, Bid bonds and Special bonds
- 2.01.09. Contractor's Proposal

2.02. Where applicable, the Contractor will be furnished three (3) sets of plans, drawings, 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. 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 Clause 2.04, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 8.01. and 8.02.

3. AWARD OF CONTRACT

3.01. Upon the award of the contract by the City Council, 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 notice to proceed. The notice to proceed may be given by oral notification or set by City's Representative at the post-contract award conference. **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).**

3.03. **Contract Amount.** Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **Two Hundred Twelve Thousand Six Hundred Fifty Five and NO/100 Dollars (\$212,655.00).**

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 Contractor shall regard and obey the directions and instructions of City's Representative, any subordinate supervisors or inspectors appointed by the City provided such directions and instructions are consistent with the obligations of this Agreement.

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 on the Project. 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. 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 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 during the progress of the work a competent Project Manager 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 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.

5.03. 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. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.04. 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 work are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the work 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 various Drawings 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 on the Project 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 during this review 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. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but 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) Schedules of work contemplated, including the starting and ending date, as well as an indication of the completion of stages of work hereunder.
- (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. Unless otherwise specifically provided, the Contractor shall prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the Project; provided, however, that the order and time of prosecution shall be such that the Project shall be Substantially Completed in accordance with this Agreement, the plans and specifications, and within the time of completion designated in the schedules agreed upon by the parties.

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

- (a) The Contractor shall submit a progress schedule and payment schedule of the work contemplated by this Agreement at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's schedule submitted herein. The Contractor shall promptly resubmit a revised 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 progress and payment 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 Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a contractor's schedules 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 schedules and shall promptly advise the City of any delays or potential delays. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any 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. **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 sub contractor 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. **Contractor's Structures.** The building or locating of structures for housing men 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.

11.07. 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.

11.08. 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. Although Contractor should anticipate some delays and interference to its sequence of Work because of work by other contractors and utilities, and will not be entitled to either an extension of time or additional compensation because of them, 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.

11.09. 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 at the Project site 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.

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 the 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.

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. 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 Contract. 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. This schedule, unless objected to by the City, 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 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.

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;
- (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.

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

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. For "Extra Work", as defined in Paragraph 1.07 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 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.

17.03. 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 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, worker's 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 manloading to actual manloading, or any other analysis that is used to show damages indirectly.
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent

an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

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

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

18.03. The work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor shall reach Substantial Completion of the Project no later than September 30, 2014.

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

19. SUBSTANTIAL COMPLETION

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

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

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

19.02. The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, 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. 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

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:

- (1) an act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (2) by changes ordered in the work, or reductions thereto approved in writing;
- (3) 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
- (4) 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.

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 **THREE HUNDRED and NO/100 DOLLARS (\$300.00)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

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

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

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

25. WARRANTY

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

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

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

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

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

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

25.06. **Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly correct the defective work at no cost to the City.

25.07. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

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

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

25.10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

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

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

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

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

26.05. **Payment of Subcontractors.** The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by

the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

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

27. INSURANCE

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

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 Article 7.19-1 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 C, together with valid original powers of attorney, **at the time of execution of this Agreement and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit C**.
- (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:

29.01.01. 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 said 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.

29.01.02. 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 site of the work, 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 site of the work 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 Paragraph 31.07, 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 hereafter defined at Paragraph 31.07). **In the event Contractor engages in any of the activities prohibited in this Paragraph 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 Paragraph 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. For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are 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"). It is the Contractor's responsibility to comply with this Paragraph 31.07 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 Tex. Health & Safety Code Ann. §756.022-023 (Vernon 1992), as amended, and the requirements of 29 C.F.R., Sections 1926.650 through 1926.653 inclusive, "Excavation, Trenching and Shoring," 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 THIS CONTRACT. 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 indemnifications contained in paragraphs 33.01 shall include but not be limited to the following specific instances:

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the City for such damage.
- (b) The Contractor shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- (c) The Contractor shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.
- (d) The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.
- (e) The Contractor shall also be responsible for the removal of all related debris.
- (f) The Contractor shall also be responsible for subcontractors hired by it.
- (g) The Contractor shall indemnify, hold harmless, and defend the City from any liability caused by 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.

34. RELEASE

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.

35. PERMITS AND LICENSES

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

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

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 at any time for any of the following:

38.01. 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

38.02. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; or

38.03. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

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

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

38.06. If the Contractor abandons the Work.

38.07. If the Contractor commits a substantial 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

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

41. CLOSE OUT

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

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;
- (f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred; and/or

42. TERMINATION CONVERSION

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

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

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

The effective date of this contract shall be the date of award of the contract.

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. **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.

46.03. **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.

46.04. **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.

46.05. **Mediation.** After receipt of a Notice of Claim, the Owner may elect to refer the matter to the Architect, Owner'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 Owner 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 Owner at the completion of the Work. At any stage, the Owner, 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 Owner'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.

46.06. **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.

46.07. **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.

46.08. **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 contract.

46.09 **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.

46.10. **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.

46.11. **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.

46.12. **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.

46.13. **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.

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

SHERMCO INDUSTRIES, INC.

CITY OF COLLEGE STATION

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Executive Director Business Services
Date: _____

**Exhibit A
WAGE RATES**

General Decision Number: TX130016 01/04/2013 TX16

Superseded General Decision Number: TX20120016

State: Texas

Construction Types: Heavy and Highway

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

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

Modification Number	Publication Date
0	01/04/2013

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.94	
Structures.....	\$ 12.87	
LABORER		
Asphalt Raker.....	\$ 12.12	
Flagger.....	\$ 9.45	
Laborer, Common.....	\$ 10.50	
Laborer, Utility.....	\$ 12.27	
Pipelayer.....	\$ 12.79	
Work Zone Barricade Servicer.....	\$ 11.85	
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor.....	\$ 12.69	
Asphalt Distributor.....	\$ 15.55	
Asphalt Paving Machine.....	\$ 14.36	
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	
Concrete Pavement Finishing Machine.....	\$ 15.48	

Crane, Hydraulic 80 tons or less.....	\$ 18.36
Crane, Lattice Boom 80 tons or less.....	\$ 15.87
Crane, Lattice Boom over 80 tons.....	\$ 19.38
Crawler Tractor.....	\$ 15.67
Directional Drilling Locator.....	\$ 11.67
Directional Drilling Operator.....	\$ 17.24
Excavator 50,000 lbs or Less.....	\$ 12.88
Excavator over 50,000 lbs...	\$ 17.71
Foundation Drill, Truck Mounted.....	\$ 16.93
Front End Loader, 3 CY or Less.....	\$ 13.04
Front End Loader, Over 3 CY.	\$ 13.21
Loader/Backhoe.....	\$ 14.12
Mechanic.....	\$ 17.10
Milling Machine.....	\$ 14.18
Motor Grader, Fine Grade....	\$ 18.51
Motor Grader, Rough.....	\$ 14.63
Pavement Marking Machine....	\$ 19.17
Reclaimer/Pulverizer.....	\$ 12.88
Roller, Asphalt.....	\$ 12.78
Roller, Other.....	\$ 10.50
Scraper.....	\$ 12.27
Spreader Box.....	\$ 14.04
Trenching Machine, Heavy....	\$ 18.48
 Servicer.....	 \$ 14.51
 Steel Worker	
Reinforcing.....	\$ 14.00
Structural.....	\$ 19.29
 TRAFFIC SIGNAL INSTALLER	
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.

Exhibit A
WAGE RATES CONTINUED

Copy and paste the following notes to the end of the DB wage rates for Building Construction or Heavy/Highway Construction.

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.

Exhibit B
INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Umbrella / Excess Liability – required for contract amounts exceeding \$1,000,000
- D. Workers' Compensation
- E. 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.

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted 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. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
- F. The City of College Station, its 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 officials, employees or volunteers.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current 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 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, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service’s Office Number CA 00 01.
- 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 owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

V. Excess Liability

Umbrella form 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 contract, 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.

- VI. Those policies set forth in Paragraphs III, IV, and V shall contain an endorsement naming 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 at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 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 D, and approved by the City before work commences.

VII. Workers Compensation Insurance

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

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 contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

VIII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- A. The company is licensed and admitted 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 Texas State Board of Insurance or ISO.
- C. All endorsements and insurance coverages according to requirements and instructions contained herein.
- D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
- E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit C
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Project No. _____

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, _____, 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 Two Hundred Twelve Thousand Six Hundred Fifty Five and NO/100 Dollars (\$212,655.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for _____ 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 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.

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.

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.

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

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

REVIEWED:

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

City Attorney's Office

City Manager

TEXAS STATUTORY PAYMENT BOND

Project No. _____

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS §

THAT WE, _____, as Principal, hereinafter called "Principal" and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, 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 Hundred Twelve Thousand Six Hundred Fifty Five and NO/100 Dollars (\$212,655.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the _____ day of _____, 2013, for _____

_____ which contract is hereby 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.

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

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

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

REVIEWED:

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

City Attorney's Office

City Manager

Exhibit D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Exhibit E
TECHNICAL SPECIFICATIONS AND PLANS

EXHIBIT E

SPECIFICATIONS

FOR

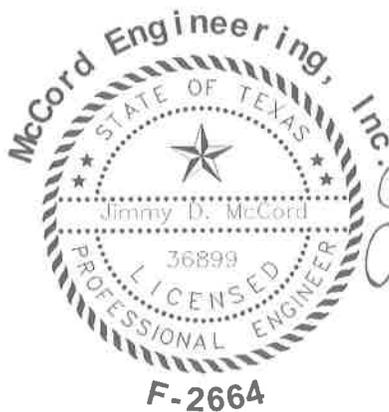
2014 ANNUAL SUBSTATION MAINTENANCE

FOR

CITY OF COLLEGE STATION

BID NO. 14-008

Bid Date: November 8, 2013



Jimmy D. McCord
10/22/13

*McCord Engineering, Inc.
P. O. Box 10047
College Station, Texas 77842
(979) 764-8356*

EXHIBIT E

2014 ANNUAL SUBSTATION MAINTENANCE

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SCOPE OF WORK

College Station Utilities (CSU) is requesting bids for substation maintenance. This bid will include unit and hourly prices for the Contractor to provide labor and equipment on an as needed basis to perform work in CSU substations.

The work under this agreement shall be performed until September 30, 2014. The Bidder shall furnish unit and hourly prices. It shall be the sole discretion of CSU to determine if the Contractor performs any assigned tasks using hourly work. Hourly work shall be defined before the Contractor starts the assigned tasks. CSU will determine after the bid is awarded the units and quantity of units to assign the Contractor to complete.

Any change orders to this contract must be submitted to CSU in writing in accordance to the City's Standard Form of Agreement. The change order must be approved in writing by the Substation Superintendent or Department Designee, before work is performed according to the change order. For any change order that requires City Council approval, the City Council must approve the change order before work is performed.

CSU may request material prices on some items. If CSU and the Contractor can reach a written agreement on material prices, the Contractor shall submit a change order as stated above.

The Contractor shall be certified to perform the following tests; insulating oil, oil dissolved gas, insulation power factor, relay calibration, battery load test, ground resistance, infrared scan, HiPot, Transformer Turn Ratios, and contact resistance.

The Contractor shall be qualified to perform maintenance on the following items; power transformer, power transformer load tap changer, 138 kV breaker, and 15 kV breaker. The following tasks may be performed in the 2014 fiscal year:

1. Perform transformer maintenance on eleven (11) substation transformers
2. Replace gaskets on transformer 2100 at Post Oak Substation
3. Replace two (2) 15 kV distribution breakers at Greens Prairie Substation and three (3) 15 kV distribution breakers at Southwood Valley Substation
4. Replace 125V DC battery bank at Greens Prairie Substation
5. Replace 125V DC battery charger at Southwood Valley Substation

All testing and maintenance shall be in accordance with all applicable codes and standards including those of the NEC, ANSI, IEEE, NFPA, NEMA, NETA, and OSHA.

A report shall be generated for all requested testing and maintenance. This report shall include the condition of the equipment as found in the field, any defects, and any corrective actions taken. This report is to be furnished to CSU via compact disk in an excel or adobe pdf file.

GENERAL INFORMATION

CSU shall furnish the Contractor with a list of tasks to perform in any of the seven (7) substations. CSU will furnish any required drawings, relay settings, installation instructions and materials required for the Contractor to execute the task orders. If any outage is required, CSU will schedule the outage prior to the Contractor starting their tasks. CSU will furnish personnel to switch any load for scheduled outages. The Contractor shall submit to CSU the qualifications of all personnel assigned to perform work on this contract. The Contractor is responsible for the safety of its employees. The Contractor shall furnish its employees all safety equipment required by local, state and federal agencies required to perform work safely. This includes any grounding of equipment. Contractor shall furnish all grounding equipment required for the safety of its employees. CSU safety rules and procedures will be followed by the Contractor, in addition to any other provided here.

**GROUP A
SCHEDULED REPAIRS FOR 2014**

Below is a list of tasks that may be performed under this contract from the date of execution to September 30, 2014. All of the substations listed are owned by CSU and are located in College Station, Texas.

College Station Switch Substation

1. Perform transformer maintenance on one (1) 15/20/28 MVA power transformer.

College Station Post Oak Substation

1. Perform transformer maintenance on three (3) 25/33.3/46.6 MVA power transformers.
2. Replace gaskets on one (1) 25/33.3/46.6 MVA power transformer (transformer #2100).
3. Replace 15 kV breakers 2101, 2205 and 2207.

College Station Southwood Valley Substation

1. Perform transformer maintenance on two (2) 25/33.3/46.6 MVA power transformers.
2. Replace 15 kV Breakers 3102, 3207, and 3208.
3. Replace 125V DC battery charger.

College Station Greens Prairie Substation

1. Perform transformer maintenance on two (2) 25/33.3/46.6 MVA power transformers.
2. Replace 125V DC battery bank.
3. Replace 15 kV Breakers 4207 and 4208.

College Station Spring Creek Substation

1. Perform transformer maintenance on two (2) 25/33.3/46.6 MVA power transformers.

College Station Dowling Road Substation

1. Perform transformer maintenance on one (1) 25/33.3/46.6 MVA power transformer.

A. Assembly Unit Description

A-1. Power Transformer Maintenance. The Contractor is to provide labor and equipment to perform maintenance on a substation power transformer. Maintenance is to include the following items:

- a. **Windings**
 - i. DC Resistance
 - ii. Turns Ratio
 - iii. Doble Tests (for windings and oil)
 - a) Capacitance
 - b) Excitation current and watts loss
 - c) Power factor

- b. **Bushings and Arresters**
 - i. Capacitance (Doble Test)
 - ii. Dielectric Loss
 - iii. Power Factor
 - iv. Infrared Scan
 - v. Oil Level
 - vi. Visual inspection for chips and cracks

- c. **Insulating Oil**
 - i. Dissolved Gas Analysis
 - ii. Dielectric Strength
 - iii. Moisture
 - iv. Power Factor (Doble Test)

- d. **Core**
 - i. Insulation Resistance
 - ii. Ground Test Resistance

- e. **Tanks and Auxiliaries**
 - i. Fault Pressure Relay Testing
 - ii. Visual Inspection of Pressure Relief Device
 - iii. Oil Temperature Indicator (Inspect and Calibrate)
 - iv. Winding Temperature Indicator (Inspect and Calibrate)
 - v. Infrared Scan

- g. **Cooling System**
 - i. Clean Fan Blades and Radiators
 - ii. Inspect Fans and Controls
 - iii. Inspect Oil Pumps
 - iv. Inspect Radiator
 - v. Infrared Scan

This unit is to be paid as a Lump Sum for all the above maintenance items performed on one (1) power transformer. Any replacement of fans, pumps, gauges, relays, bushings, oil filtering, or connectors will be paid by a separate unit price.

A-2. Power Transformer Gasket Replacement. The Contractor is to furnish all labor and equipment to replace all gaskets on one (1) 25/33.3/46.6 MVA power transformer. The Contractor shall perform the following work:

1. "As Found" Doble, TTR and Winding Resistance Test (on normal tap setting)
2. Replace all gaskets using manufacturer's replacement gaskets. Some gasket material for gaskets may need to be hand cut in the field. CSU must approve hand cut gaskets before being installed. (CSU to furnish gasket materials)
3. Pressure test unit to insure there are no leaks
4. Pull a 24 hour vacuum on unit to evacuate all moisture
5. Reinstall oil through a vacuum dehydrator
6. "As Left" Doble, TTR and Winding Resistance Test on all taps

This unit is to be paid as a Lump Sum for all the above items performed on one (1) power transformer.

A-3. 15 kV Circuit Breaker Replacement. The Contractor is to furnish labor and equipment to replace one (1) 15 kV circuit breaker. This unit will consist of removing existing 15 kV circuit breaker, installing new 15 kV circuit breaker, connecting all control cables, terminations, installing primary jumpers, and testing new 15 kV circuit breaker for proper operation. CSU is to furnish the 15 kV circuit breaker to be installed. The Contractor is to transport the new breaker from the CSU warehouse to the substation site and transport the old breaker back to the CSU warehouse. This unit is to be paid for one (1) 15 kV circuit breaker replacement.

The Contractor will need to complete the replacement of five (5) 15 kV breakers. Three (3) of the breakers are located in the Southwood Valley Substation, and two (2) breakers are located in the Greens Prairie Substation. CSU will switch load to allow the three (3) breakers at Southwood Valley to be replaced on the same outage. The two (2) breakers located in the Greens Prairie Substation will switch load to allow two (2) breakers to be replaced on the same outage.

A-4. 125V DC Lead Acid Battery Bank Replacement. The Contractor is to furnish labor and equipment to remove and replace all sixty (60) lead acid batteries in the battery rack in the substation. The Contractor is to insure all batteries are connected properly and are charged when complete. The Contractor shall furnish a report that includes charge settings, cell voltages as read, and Sp Gravity readiness for each cell. The Contractor will transport the new batteries from the CSU warehouse to the substation site. The Contractor will transport retired batteries to a disposal site for proper disposal from the substation site. This unit is to be paid for one (1) complete battery bank replacement.

- A-5. 125V DC Battery Charger Replacement. The Contractor is to furnish labor and equipment to remove and replace one (1) 125V DC battery charger in the substation control house. The Contractor is to insure battery charger is working properly when complete. The Contractor is to transport the new battery charger from the CSU warehouse to the substation site. The Contractor will transport the retired battery charger from the substation site to the CSU warehouse. This unit is to be paid for one (1) battery charge replacement.
- A-6. Mobilization. Mobilize equipment and manpower to College Station, Texas to perform work related to this contract. CSU will give notice to the Contractor when to mobilize. This unit is also to include the cost to demobilize equipment and man power from College Station, TX. This unit will be paid for the initial mobilization for Group A work. This unit will not be paid on a per crew basis.

**GROUP B
MISCELLANEOUS REPAIRS FOR 2014**

Below is a list of assembly units that will be used on an “as needed” basis for maintenance purposes. CSU will determine the quantity and scheduling to install any of the units listed below.

A. Assembly Unit Description

- B-1. Insulating Oil Testing. The Contractor shall provide labor and equipment to draw an oil sample from a power transformer, tap changer, or circuit breaker and perform a dielectric strength, acid neutralization number, interfacial tension, and power factor test on a sample of oil drawn. This unit is to be paid per sample of oil tested.
- B -2. Oil-Dissolved Gas Testing. The Contractor shall provide labor and equipment to draw a sample from a power transformer and perform a Gas chromatography analysis on gas dissolved in the insulating oil. Laboratory performing test must be approved by CSU. This unit is to be paid per sample of oil tested.
- B -3. Insulating Oil Filtering. After making initial oil tests, the Contractor shall provide labor and equipment to perform filtering of insulating oil in the power transformer load tap changer tank.

An oil sample will be drawn and tested after the oil filtering in the above paragraphs is performed. Oil filter elements will be changed after filtering each separate tank of oil and as required to achieve the specified oil quality. This unit is to be paid per gallon of oil filtered.

- B -4. Insulator Power Factor Testing. Power Factor (Doble) test on the following items:
 - a. All windings, bushings, and surge arresters on power transformers
 - b. 15 kV breakers
 - c. 15 kV surge arresters
 - d. All bushings and interrupter components on 138 kV circuit breakers
 - e. 138 kV lightning arresters
 - f. 138 kV CCVT's

Any required removal of bus work for the performance of insulation power factor testing is to be included by Bidder as a portion of the Contractor’s Scope of Work for this project. This unit is to be paid per item tested.

- B -5. 138 kV Oil Circuit Breakers Maintenance. Contractor shall perform inspection and maintenance on Siemens Oil Circuit Breakers, according to the manufacturer's specifications. All breakers listed below are Siemens BZO 145 breakers.

The maintenance procedures include draining of the oil from the breaker tanks and performing an in-tank inspection. The inspection, adjustment and maintenance procedure, including speed spots, shall be performed on the following 138 kV oil circuit breakers:

- a. OCB no. 21000
- b. OCB no. 23000
- c. OCB no. 32000
- d. OCB no. 41001
- e. OCB no. 41002

This unit is to be paid per circuit breaker.

- B -6. Relay Testing and Calibration. The Contractor is to provide labor and equipment for calibration and testing of relays and control panel components, current and voltage transformer circuits. All relays shall be checked for calibration using settings supplied by CSU and recalibrated if necessary. All meters shall be checked for calibration and recalibrated if necessary. All testing by automated test setups will be required to have calibrated analog or digital meters in the circuit. All impedance relays shall be calibrated using a minimum of four (4) phase angle points. All time dependent relays shall be calibrated at test points equal to minimum pickup, and at 2, 3 and 5 times minimum pickup. Instantaneous settings shall be calibrated at minimum pickup values only. After testing, a load test shall be ran on each relay showing current, potential, and phase angle. All test reports shall show: "as found" – "as left". This unit is to be paid per relay test and calibration.

- B -7. 15 kV Circuit Breaker Maintenance. The Contractor is to provide labor and equipment for testing of 15 kV circuit breakers. An AC high-potential test in accordance with manufacturer's specifications, measurements of contact erosion, contact travel and over travel on vacuum interrupters, and test tripping for reclose timing should be made on the following 15 kV vacuum breakers. All breakers are to be cleaned and lubricated with manufacture's recommended products. This unit is to be paid per circuit breaker serviced.

- B -8. Battery Load Test. The Contractor is to provide labor and equipment to perform battery load test for substation batteries. Batteries shall be load tested for 125 V DC (Battery systems consist of 60 batteries). This unit is to be paid per substation tested.

B -9. Power Transformer Tap Changer Maintenance. The Contractor is to provide labor and equipment to perform maintenance on power transformer tap changer. Maintenance is to include the following items:

a. **Contacts**

- i. Inspect, clean, and adjust contacts according to manufacturer recommendations
- ii. Replace any damaged contacts (CSU is to furnish replacement contacts)

b. **Controls**

- i. Inspect and calibrate relays and controls
- ii. Inspect and clean motor drive and drive shaft

c. **Tank**

- i. Inspect and clean tank
- ii. Replace gasket and seals, if needed

d. **Testing**

- i. Perform functional test

This unit is to be paid as a lump sum for all of the above maintenance items performed on one (1) power transformer tap changer. Any replacement of relays, controls, motor drives, or oil filtering will be paid by a separate unit price.

B -10. Cooling Fan Replacement. The Contractor is to furnish labor and equipment to replace one (1) cooling fan mounted on power transformer radiator. This unit will consist of removing defective cooling fan, installing new cooling fan, and testing cooling fan for proper operation. CSU will furnish the cooling fan to be installed.

B-11. Power Transformer 138 kV Bushing Replacement. The Contractor is to furnish labor and equipment to replace one (1) 138 kV bushing on the power transformer. This unit will consist of removing defective 138 kV bushing, installing new 138 kV bushing, and testing 138 kV bushing for proper operation. CSU will furnish the 138 kV bushing to be installed.

B-12. Power Transformer Auxiliary Equipment Replacement. The Contractor is to furnish labor and equipment to replace one (1) item of auxiliary equipment mounted on power transformer. Auxiliary equipment is defined as a gauge, relay, sensor, indicator, or sending unit used to monitor the power transformer. This unit will consist of removing the defective item installing new item, and testing item for proper operation. CSU will furnish any auxiliary equipment to be installed.

B-13. Ground Grid Resistance Testing. The Contractor is to furnish labor and equipment to test the resistance of substation grounding grid. This unit consists of the inspection and testing of all equipment ground connections in a substation. This includes all ground connection on transformers, breakers, steel, buildings, fences, gates, etc. The Contractor is to furnish a report with the results of each connector tested.

- B-14. 138 kV Lightning Arrester Replacement. The Contractor is to furnish labor and equipment to replace one (1) 138 kV lightning arrester. This unit will consist of removing defective 138 kV lightning arrester, installing new 138 kV lightning arrester, and testing new 138 kV lightning arrester for proper operation. CSU will furnish the 138 kV lightning arrester to be installed.
- B-15 Mobilization. Mobilize equipment and manpower to College Station, Texas to perform work related to this contract. CSU will give notice to the Contractor when to mobilize. This unit is also to include the cost to demobilize equipment and manpower from College Station, TX. This unit will be paid per request by CSU for equipment and manpower. This unit will not be paid on a per crew basis.
- B-16 145 kV Oil Circuit Breaker Replacement. The Contractor shall provide labor and equipment to retire one (1) Siemens BZ0 145 kV breaker. This includes disconnecting the breaker from the bus and disconnecting all control cables. The Contractor shall remove the breaker from the substation and transport to the CSU warehouse. The Contractor shall off load the breaker as instructed by the CSU warehouse personnel. The Contractor shall load and transport the new 145 kV SF₆ circuit breaker to the substation site and install the new breaker in place of the Siemens BZ0 145 kV circuit breaker. The Contractor shall connect the new circuit breaker to the 138 kV bus and all control cables. The Contractor shall install and test the new 145 kV circuit breaker according to the manufacturer's specifications provided by CSU. This breaker shall be fully operational when work has been completed. See information below for the specifications of the 145 kV SF₆ insulated circuit breaker.

1. Gas Circuit Breakers Installation.

- a. **General.** The SF₆ circuit breakers are **Owner furnished** and in accordance with the ANSI/IEEE Standards. The breaker shall be an outdoor type, dead tank, three pole, single-throw, 60 Hertz, automatic D.C. trip, complete with all necessary accessories (whether or not accessories are specified herein), except for protective relays which will be furnished by others. **These specifications are provided for information purposes only.**
- b. **Ratings.** The rating and capacity of the SF₆ circuit breaker, included herein, shall be as follows:
- i. Rated maximum voltage (kV): 145 kV
 - ii. Rated continuous current (Amperes): 3000
 - iii. Rated closing & latching current (Amperes): 64000
 - iv. Rated 3-second current (Amperes): 40000
 - v. Maximum symmetrical interrupting rating (Amperes): 40000

- vi. Rated interrupting time (Cycles): 3
- vii. 60 Hertz withstand voltage rating (kV): 310
- viii. BIL (kV): 650
- ix. Capacitor Switching (Amperes): 500
- x. Breaker terminals shall be NEMA 4 hole pads suitable for copper connections. Minimum connector heights above foundation level shall be 14 feet.
- xi. Dual 125 V DC trip coils shall be provided

c. **Electrical Characteristics.**

i. *Control Voltages; and Circuit Protection:*

- (1) The source voltage or motors driving the electric or mechanical operating mechanism shall be suitable for operation at 240 volts, single phase, A.C.
- (2) All control circuits and devices (relays, pressure switches, alarms, etc.) shall be suitable for operation at 125 volts D.C.
- (3) All rectifiers, heaters, other operating devices, and their circuits, shall be suitable for operation at 240 volts, single phase A.C.
- (4) The mechanism housing shall contain a 120 volt, GFI, double convenience outlet, inside the housing.
- (5) Fuses and knife switches shall be provided in the mechanism housing for disconnecting control voltage circuit, operating circuit, heating circuit, and convenience outlet circuit, from their respective power sources.
- (6) A separate fuse and knife switch arrangement shall be provided for the trip and close circuits to the circuit breaker, located in the mechanism housing.

ii. *Auxiliary Switches.* The circuit breaker shall be equipped with the required auxiliary switches and number of contacts, as specified by the drawings for complete operation of the breaker.

iii. *Bushings.*

- (1) Voltage Class. The voltage class of the line bushings shall correspond to the voltage class of the SF6 circuit breakers and the BIL specified therefore. The bushings shall conform to ANSI Standards and shall be equipped with a capacitance tap. Minimum bushing leakage shall be 92 inches.
- (2) Current Transformers. All bushings shall be arranged for the as follows installation of a minimum of two (2) sets of multi-ratio bushing-type current transformers on each such bushing.

Note: If bushing type CT are not practical, a CT mounted breaker frame is acceptable with similar specs as the bct unit.

iv. *Bushing Current Transformers.* Each SF6 circuit breaker shall be initially equipped with six (6) bushing-type current transformers (two per bushing) which shall be multi-ratio, 10L800 (C800) internal current transformers or better, standard relaying accuracy as specified by American Standard Requirements, Terminology and Test Code for Instrument Transformers with latest revision thereof. All current transformers shall have five (5) secondary leads brought out per NEMA standards. Secondary leads shall be brought out to readily accessible short-circuiting type terminal blocks located in the operator mechanism housing. Windings on all taps shall be fully distributed and shipped with factory installed shorting jumpers in place.

- (1) Bushing Current Transformer Ratio: 3000/5 with multi-ratio taps, set 3000:5
- (2) Accuracy Class: 10L800 (C800) in accordance with ANSI C57.13 and ERCOT compliant
- (3) Test Data: For each separate type of bushing current transformer, included herein, the supplier shall furnish the purchaser with three (3) copies each of existing current and ratio correction factor curves; together with winding and internal lead resistance data, for each ratio, at one standard burden.

v. *Remote/Local Operation.* The SF6 circuit breaker furnished pursuant to these specifications, shall be designed for normal (complete) remote operation (from a station switch house). Cable terminal blocks, mounted in the mechanism housing, shall be provided for remote cable termination, as detailed below, as well as local operations devices as indicated herein:

- (1) Remote Operation Units (Terminal block connections only): All connections for remote close, remote open, alarm points,

power and auxiliary contacts shall be terminated on twelve (12) point terminal blocks with one spare terminal block accessible for customer wiring. All current transformer leads shall be terminated on six (6) point shorting type terminal blocks accessible for customer wiring and have factory installed shorting jumpers installed prior to shipping.

(2) Local Operation Units:

- (a) Breaker close push button
- (b) Breaker trip push button
- (c) External manual trip device
- (d) The control circuit shall be so designed that upon performing a hand close operation, if breaker fails to close, the closing circuit can be manually opened by the operator.

vi. *Conduit Requirements.*

(1) A.C. & D.C. Control Power Cables. The breaker mechanism housing compartment shall contain suitable conduit connections, or an entrance plate, to accommodate control power input (120/240 volt, single phase, 3-wire A.C.) and station service battery input (125 volts D.C.) with suitable terminal blocks for terminating each such entrance cable. Terminal blocks for terminating station service battery input shall clamp up to No. 10 copper conductor.

(2) Remote Control Cables. The mechanism housing compartment shall contain additional suitable conduit connections, or entrance plates to accommodate all remote control cable wiring, specified above with suitable terminal block points for terminating such wires and cables.

(3) Extra Cables. The mechanism housing compartment shall also contain extra additional suitable conduit connections, or entrance plates, to accommodate a minimum of four (4) extra conduit runs for the purchaser's own use.

vii. *Heaters.* The mechanism housing shall contain a thermostatically controlled space heater (to prevent condensation) for 240 volt single phase A.C. operation which shall be capable of providing adequate heat for proper operation of the SF₆ circuit breaker mechanism and control equipment for outside temperature as low as -30 F.

viii. *Extra Trip Coil.* The SF₆ circuit breaker furnished pursuant to

these specifications shall have two trip coils suitable for 125 volts D.C. operation. The energization of either trip coil shall be sufficient to cause opening of the circuit breaker.

- ix. *Wiring.* All wiring will be per latest ANSI requirements and all terminations shall be compression ring terminals.

B. Hourly Prices

1. Job Specifications. Listed below are most of the job classifications which may be needed for hourly work during the term of this agreement. It shall be the sole discretion of CSU to determine if the Contractor performs any tasks using hourly work. Hourly work shall be defined before Contractor starts assigned tasks. The job specifications used to describe the work to be performed by the employees have been developed to designate an acceptable minimum level of requirements for utility labor.

Certified Welder is a person that is certified on welding aluminum.

Draftsman is a person that is familiar with AutoCAD 2011 or newer and is capable of drafting field modifications or changes. This person should be familiar with one-lines, three-lines, dc schematics, and wiring diagrams. This person should be capable of drawing three-lines, dc schematics, and wiring diagrams by referencing one-line diagrams.

Engineer is a person with an electrical engineering degree and should be capable of providing line impedance calculations, relay algorithms, and relay settings.

Equipment Operator is a person adept in operating cranes, man lifts, and derrick trucks around high voltage energized conductors.

Foreman provides direction and supervision for one crew. This person will be well versed in the area of skill for which crew is performing.

Helper/Apprentice is a person that has various levels of training in the areas listed above.

Journeyman is a person capable of working in close proximity or on high voltage energized substation equipment. This person should know the proper use of all safety equipment and procedures needed to perform work in this area.

Relay Technician is a person adept in all forms of transmission/distribution relay testing and programming. The predominant relaying used at College Station Utilities is SEL, Westinghouse, and GE. The person should be capable of using Doble Relay test equipment or equal. This person should be able to modify test programs to meet CSU test procedures. This person should be able to perform all test tripping, ct and pt ratio test, burden test,

pre-commission and commissions tests.

Substation Electrician/Technician is a person that is trained to wire control and protection circuits in an electrical substation. This person should be able to read diagrams and prints as well as make field corrections. This person should be adept in working in control panels with energized circuits. The person should be able to modify circuits without causing false trips in other circuits.

Substation Mechanic is a person that is trained to perform work on OCB's, LTC's, Vacuum breakers, regulators, circuit switchers, and motor operated switches. This person should be adept in performing power factor, high pot AC/DC, oil dielectric, meggar, TTR, speed and travel measurements.

Superintendent/Supervisor is responsible for direction of work involving multiple foremen. This person should have an in-depth knowledge of transmission/ distribution substation construction and maintenance procedures.

QUOTATION

GROUP A:

Bidder is to furnish unit prices that shall be firm prices until September 30, 2014 for the following units in Group A. Group A work should be planned and executed in the shown quantities by September 30, 2014.

Unit Price Schedule For Annual Substation Maintenance Group A Schedule Repairs for 2014					
Item	Qty.	Unit	Description	Unit Price	Total Price
A-1	11	Ea	Power Transformer Maintenance	\$7,565	\$83,215.00
A-2	1	Ea	Power Transformer Gasket Replacement	\$17,425.00	\$17,425.00
A-3	5	Ea	15 kV Circuit Breaker Replacement	\$8,895.00	\$44,475.00
A-4	1	Ea	125V DC Lead Acid Battery Bank Replacement	\$10,560	\$10,560.00
A-5	1	Ea	125V DC Battery Charger Replacement	\$6,030	\$6,030.00
A-6	1	Ea	Mobilization	\$950.00	\$950.00
				TOTAL	\$162,655.00

GROUP B:

Bidder is to furnish unit prices that shall be firm prices until September 30, 2014 for the following units in Group B. Bid pricing for Group B items will be used on an as needed or emergency basis through September 31, 2014. Quantities are not guaranteed and will be paid for on a completed basis.

Unit Price Schedule For Annual Substation Maintenance Group B Miscellaneous Repairs				
Item	Qty.	Unit	Description	Unit Price
B-1	1	Ea	Insulating Oil Testing	\$255.00
B-2	1	Ea	Oil-Dissolved Gas Testing	\$250.00
B-3	1	Ea	Insulating Oil Filtering	\$ 8.55
B-4			Insulator Power Factor Testing	-----
a	1	Ea	All windings, bushings, and surge arrestors	\$500.00
b	1	Ea	15 kV breaker	\$780.00
c	1	Ea	15 kV surge arresters	\$230.00
d	1	Ea	All bushings and interrupter components on 138 kV s circuit breakers	\$670.00
e	1	Ea	138 kV lightning arresters	\$670.00
f	1	Ea	138 kV CCVT's	\$670.00
B-5	1	Ea	138 kV Circuit Breakers Maintenance	\$1,880.00
B-6	1	Ea	Relay Testing and Calibration	\$255.00
B-7	1	Ea	15 kV Circuit Breaker Maintenance	\$500.00
B-8	1	Ea	Battery Load Test	\$1,525.00
B-9	1	Ea	Power Transformer Tap Changer Maintenance	\$3,120.00
B-10	1	Ea	Cooling Fan Replacement	\$330.00
B-11	1	Ea	Power Transformer 138 kV Bushing Replacement	\$6,095.00
B-12	1	Ea	Power Transformer Auxiliary Equipment Replacement	\$695.00
B-13	1	Ea	Ground Grid Resistance Testing	\$945.00
B-14	1	Ea	138 kV Lightning Arrester Replacement	\$2,485.00
B-15	1	Ea	Mobilization	\$950.00
B-16	1	Ea	145 kV Oil Circuit Breaker Replacement	\$12,345.00

The Bidder is to furnish hourly rates for the following items. These rates shall remain firm until September 30, 2014. It shall be the sole discretion of CSU to determine hourly work on an as needed or emergency basis. Hourly work shall be defined before the Contractor starts the assigned tasks.

A. Personnel

1.	Certified Welder		
	Hourly Rate	\$	<u>N/A</u>
	Overtime/Holiday Rate	\$	<u>N/A</u>
2.	Draftsman		
	Hourly Rate	\$	<u>\$ 130.00</u>
	Overtime/Holiday Rate	\$	<u>\$ 195.00 / \$ 390.00</u>
3.	Engineer		
	Hourly Rate	\$	<u>\$ 140.00</u>
	Overtime/Holiday Rate	\$	<u>\$ 210.00 / \$ 420.00</u>
4.	Equipment Operator		
	Hourly Rate	\$	<u>N/A</u>
	Overtime/Holiday Rate	\$	<u>N/A</u>
5.	Foreman		
	Hourly Rate	\$	<u>\$ 140.00</u>
	Overtime/Holiday Rate	\$	<u>\$ 210.00 / \$ 420.00</u>
6.	Helper/Apprentice		
	Hourly Rate	\$	<u>\$ 120.00</u>
	Overtime/Holiday Rate	\$	<u>\$ 195.00 / \$ 390.00</u>
7.	Journeyman		
	Hourly Rate	\$	<u>\$ 140.00</u>
	Overtime/Holiday Rate	\$	<u>\$ 210.00 / \$ 420.00</u>
8.	Relay Technician		
	Hourly Rate	\$	<u>\$ 140.00</u>
	Overtime/Holiday Rate	\$	<u>\$ 210.00 / \$ 420.00</u>
9.	Substation Mechanic		
	Hourly Rate	\$	<u>N/A</u>
	Overtime/Holiday Rate	\$	<u>N/A</u>
10.	Substation Electrician/Technician		
	Hourly Rate	\$	<u>\$ 130.00</u>
	Overtime/Holiday Rate	\$	<u>\$ 195.00 / \$ 390.00</u>
11.	Superintendent/Supervisor		
	Hourly Rate	\$	<u>\$ 140.00</u>
	Overtime/Holiday Rate	\$	<u>\$ 210.00 / \$ 420.00</u>

B. Equipment: All equipment shall be quoted at firm rate. Rental Fee plus cost will not be considered.

1.	Truck with all hand tools Hourly Rate	\$ <u>Included</u>
2.	Crane 15 ton Hourly Rate	\$ <u>\$ 25.00</u>
3.	Forklift 8000 lb. Hourly Rate	\$ <u>\$ 50.00</u>
4.	Manlift 60 foot Hourly Rate	\$ <u>\$ 50.00</u>
5.	Welding Rig (metal/aluminum including benders) Hourly Rate	\$ <u>Mileage Only</u>
6.	Trailer 18-24 foot Hourly Rate	\$ <u>Mileage Only</u>
7.	Oil filter press Hourly Rate	\$ <u>\$ 150.00</u>
8.	Relay test set Hourly Rate	\$ <u>\$ 6.25</u>
9.	Doble Engineering PF test set Hourly Rate	\$ <u>\$ 6.25</u>
10.	Polymeter with phase angle Hourly Rate	\$ <u>\$ 2.00</u>

January 9, 2014
Consent Agenda Item No. 2k
Appointment as Parliamentarian

To: Kelley Templin, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding a resolution of the City Council of the City of College Station, Texas, appointing a parliamentarian and alternate parliamentarian.

Relationship to Strategic Goals: Not applicable.

Recommendation(s): Staff recommends approval.

Summary: Council gave staff direction to bring this matter back before the Council for consideration.

Budget & Financial Summary: Not applicable.

Reviewed and Approved by Legal: Not applicable.

Attachments: Draft resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPOINTING A PARLIAMENTARIAN AND ALTERNATE PARLIAMENTARIAN.

WHEREAS, the City Council of the City of College Station strives to conduct its meetings in the most efficient and transparent manner possible; and

WHEREAS, parliamentary procedure is a system of conducting business when working in a group to help conduct business efficiently and ensure that the rights of individuals are protected while the will of the group is achieved; and

WHEREAS, the City Council adopted Robert's Rules of Order as its parliamentary authority to govern meetings of the City Council and meetings of the Planning and Zoning Commission and all other Boards, Commissions and Committees of the City; and

WHEREAS, the City Council is desirous of appointing individuals to serve as Parliamentarian and Alternate Parliamentarian, whose role will be to act in an advisory capacity and offer procedural opinions to the presiding officer; and

WHEREAS, the City Council is confident that the City Secretary and City Attorney have a thorough understanding of the City's parliamentary authority and knowledge of the statutory laws affecting the City.

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

- PART 1: That the City Council hereby agrees that a parliamentarian is an important asset so the Council can expedite business, maintain order, ensure justice, and assure that the will of the Council is accomplished.
- PART 2: That the City Council hereby appoints the City Secretary as parliamentarian to the City Council and the City Attorney as the alternate parliamentarian.
- PART 3: That this Resolution shall take effect immediately.

ADOPTED this 9th day of January, 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED AS TO FORM:

Carla A. Robinson
City Attorney

January 9, 2014
Consent Agenda Item No. 21
Amendment to Code of Ordinances, Chapter 4 "Business Regulations", Section 4-6
"Taxicabs", E "Insurance Policy"

To: Kelly Templin, City Manager

From: Jeff Capps, Chief of Police

Agenda Caption: Presentation, possible action, and discussion on an amendment to Code of Ordinances, Chapter 4 "Business Regulations", Section 4-6 "Taxicabs", E "Insurance Policy".

Relationship to Strategic Goals: Sustainable City

Recommendation(s): Staff recommends Council approval.

Summary: The current city ordinance that regulates the amount of insurance local taxicab services are required to carry was adopted in June, 1998. Some sections of the ordinance were updated in August, 2011; but the section that pertains to the amount of insurance that taxicabs are required to carry has not been updated since the original ordinance was adopted. Chapter 4 "Business Regulations", Section 4-6 "Taxicabs", E "Insurance Policy" needs to be amended to adjust the insurance limits of liability to comply with current standards.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments: None

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, "BUSINESS REGULATIONS" SECTION 4-6 "TAXICABS", E "INSURANCE POLICY" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That CHAPTER 4, "BUSINESS REGULATIONS" SECTION 4-6 "TAXICABS", E "INSURANCE POLICY" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: 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 any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not less than Twenty-Five Dollars (\$25.00) or more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That CHAPTER 4, "BUSINESS REGULATIONS" SECTION 4-6 "TAXICABS", E "INSURANCE POLICY" of the Code of Ordinances of the City of College Station, Texas be amended and is to read as follows:

E. Insurance Policy

- (1) Before the City of College Station will issue a taxicab service license, any applicant for a taxicab service license must deliver to the College Station Police Department a certificate of insurance showing the City of College Station as the certificate holder, and reflecting insurance coverage as stated below, with a cancellation endorsement. The applicant must keep in full force and effect during the term of the taxicab service license, a policy of commercial general (public) liability insurance issued by an insurance company fully authorized to do business in this state and performable in Brazos County, insuring the public against any loss or damage that may result to any person or property from the operation of such vehicle or vehicles. The certificates of insurance must contain an endorsement providing that coverage under such policies shall not be canceled, non-renewed, or materially changed until at least thirty (30) days prior written notice has been given to the City of College Station. Passenger liability exclusions are expressly prohibited.

Insurance shall be in the following minimum amounts:

- (a) General liability insurance with limits of liability of not less than five hundred thousand dollars (\$500,000.00) per occurrence, with an aggregate amount of one million dollars (\$1,000,000.00), covering property damage, bodily injury and personal injury, to secure payment of all lawful and proper claims arising out of the operations of the vehicle-for-hire service authorized hereunder. This section applies only to those vehicle-for-hire services with a fixed base of operation, such as an office or terminal, that is visited by customers to secure services.
 - (b) Automobile insurance with limits of liability of no less than thirty thousand dollars (\$30,000.00) for bodily injury or death to any one (1) person in any one (1) accident, sixty thousand dollars (\$60,000.00) due to bodily injury or death to two (2) or more people in any one accident, and twenty-five thousand dollars (\$25,000.00) for claims of property damage in any one (1) accident; and Personal Injury Protection coverage with a limit of liability of no less than five thousand dollars (\$5,000.00).
- (2) In the event any insurance policy is canceled upon the request of the surety or insured, and no insurance policy is filed by the license holder before the cancellation date, the taxicab service license shall be automatically revoked.

January 9, 2014
Regular Agenda Item No. 1
College Station Policy Regarding Municipal Utility Districts

To: Kelly Templin, City Manager

From: Lance Simms, Interim Director of Planning & Development Services

Agenda Caption: Public Hearing, presentation, public hearing, possible action, and discussion regarding an Ordinance amending Chapter 11, "Utilities", of the Code of Ordinances of the City of College Station, Texas, by adopting Section 12, relating to the creation of Municipal Utility Districts; establishing procedures for the review and approval to create Municipal Utility Districts within the City or the City's Extraterritorial Jurisdiction; requiring deposits for costs incurred; requiring prerequisite documentation for consent and providing for other matters relating to the subject and amending Chapter 14, "Service Fees", Section 14-6, "Development Services" of the Code of Ordinances of the City of College Station, Texas by adding Subsection B, relating to the fees to be paid in conjunction with the creation and operation of Municipal Utility Districts.

A Resolution of the City Council of the City of College Station, Texas, adopting a policy on the creation, operation, and dissolution of Municipal Utility Districts located within the City's incorporated limits or its Extraterritorial Jurisdiction.

A Resolution of the City Council of the City of College Station, Texas, adopting fees related to MUD petitions and the inspection of public infrastructure.

Relationship to Strategic Goals: Financially Sustainable City, Core Services and Infrastructure, Neighborhood Integrity, Diverse Growing Economy

Recommendation(s): Staff recommends approval of the Ordinance

Summary: The Council has recently received informal requests seeking Council's opinion on the formation of two Municipal Utility Districts, one located within the City limits, the other in the City's Extraterritorial Jurisdiction. Based upon these two requests, staff recommended and Council concurred, that an overall policy regarding the terms of the City's granting of consent for such requests was warranted.

The attached Ordinances and Resolution define when the City will consider granting its consent for such requests and when it will deny such consent. Further, the information details the application process and costs for such requests, the standards that development and infrastructure shall meet when consent is granted, and issues related to annexation of property within the MUD, issuance of debt, and the dissolution of the MUD.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Utility Ordinance
2. Resolution Regarding Policy
3. Resolution Regarding Fees

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADOPTING SECTION 12 RELATING TO THE CREATION OF MUNICIPAL UTILITY DISTRICTS; ESTABLISHING PROCEDURES FOR THE REVIEW AND APPROVAL TO CREATE MUNICIPAL UTILITY DISTRICTS WITHIN THE CITY OR THE CITY'S AREA OF EXTRATERRITORIAL JURISDICTION; REQUIRING DEPOSITS FOR COSTS INCURRED; REQUIRING PREREQUISITE DOCUMENTATION FOR CONSENT AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT; AND AMENDING CHAPTER 14, "SERVICE FEES", SECTION 14-6 "DEVELOPMENT SERVICES", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING SUBSECTION B. RELATING TO THE FEES TO BE PAID IN CONJUNCTION WITH THE CREATION AND OPERATION OF MUNICIPAL UTILITY DISTRICTS.

WHEREAS, Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code give the City authority relating to the creation and operation of special purpose districts, including municipal utility districts, located within the City or its extraterritorial jurisdiction; and

WHEREAS, the creation of municipal utility districts may affect the City's ability to implement the City's Comprehensive Plan; and

WHEREAS, the City may benefit from the creation of municipal utility districts in which infrastructure costs and services for such districts are funded through the districts; and

WHEREAS, a municipal utility district that finances public infrastructure benefits development by enabling development to reduce debt through the use of public financing; and

WHEREAS, creation of a municipal utility district should benefit the community generally in addition to the benefits realized by properties located within such districts; and

WHEREAS, the City wishes to amend the City's Code of Ordinances relating to the City's exercise of its authority over municipal utility districts in the City and the City's extraterritorial jurisdiction; now, therefore:

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

PART 1: That Chapter 11, "Utilities", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That Chapter 14, "Service Fees", Section 14-6 "Development Fees", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "B", attached hereto and made a part hereof for all purposes.

PART 3: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of

the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PASSED, ADOPTED and APPROVED this 9th day of January, 2014.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson
City Attorney

EXHIBIT "A"

That Chapter 11, "Utilities", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Section 12 in its entirety as follows:

SECTION 12: CREATION OF MUNICIPAL UTILITY DISTRICTS

- A. District defined. In this section, a district means any municipal utility district, created and operating under the authority granted by Section 59, Article XVI of the Texas Constitution.
- B. Compliance with policies. Any municipal utility district to be created within the City of College Station or its extraterritorial jurisdiction must, as a condition of its creation, comply with written policies adopted by the City Council.
- C. Reimbursement for expenses.
 - (1) Petition to create district. Within six (6) months after consent to the creation of a district is given by the City, or within three (3) months after the district is created by the Texas Commission on Environmental Quality or its successor agency, whichever is later, the owner or the developer of the land within the district must pay the fee established pursuant to Chapter 14, "Service Fees", to reimburse the City for expenses relating to processing the petition to create the district.
 - (2) Petition to annex or acquire land. To partially reimburse the City for expenses related to a district's annexation or acquisition of land, the owner or developer of land within the district that has not paid the council-approved fee to process the petition to create the district must make a one-time payment in the amount established pursuant to Chapter 14, "Service Fees", within six (6) months after receiving the City's consent to annex or after the district acquires land that is:
 - (a) Not contiguous to the district's boundaries; or
 - (b) Contiguous to the district's boundaries and greater than five (5) acres.
 - (3) Infrastructure plan review and inspection fee.
 - (a) Defined. The infrastructure plan review and inspection fee means the fee established pursuant to Chapter 14, "Service Fees", to reimburse the City for engineering and planning fees and expenses related to the City's:
 - (i) Review of plans and specification of the district's facilities; and
 - (ii) Inspection of the district's facilities.

- (b) When fee required. In addition to the other district fees required by this section, the owner or developer of land within a district that constructs public infrastructure must pay the City the infrastructure plan review and inspection fee when a district:
 - (i) Is created; or
 - (ii) Annexes new land into the district or acquires land and public infrastructure improvements are constructed in the newly annexed or acquired area.

- (c) When paid. The infrastructure plan review and inspection fee must be paid each time the owner or developer of land within the district requests:
 - (i) The City's initial acceptance of the public infrastructure located in the city limits; or
 - (ii) A letter from the City confirming that the public infrastructure within the district located in the City's extraterritorial jurisdiction complies with the City's ordinances and regulations applicable to public infrastructure within the City.

EXHIBIT "B"

That Chapter 14, "Service Fees", Section 14-6, "Development Fees" of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Subsection B. in its entirety as follows:

B. Municipal Utility District Fees.

- (1) Fee to process petition to create district.
- (2) Fee to process petition to acquire or annex land.
- (3) Infrastructure plan review and inspection fee.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ADOPTING A POLICY ON THE CREATION, OPERATION, AND DISSOLUTION OF MUNICIPAL UTILITY DISTRICTS LOCATED WITHIN THE CITY'S INCORPORATED LIMITS OR ITS EXTRATERRITORIAL JURISDICTION

WHEREAS, the City of College Station, Texas, is empowered under state law to exercise authority over municipal utility districts located within the City's incorporated limits or in its extraterritorial jurisdiction; and

WHEREAS, the City Council of the City of College Station, Texas, desires to adopt a formal policy setting out those requirements necessary for the City's consent to the creation of municipal utility districts located within the City's incorporated limits or in its extraterritorial jurisdiction; now, therefore,

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

PART 1: That the City Council hereby adopts a formal policy on the creation, operation, and dissolution of municipal utility districts within the City's incorporated limits or in its extraterritorial jurisdiction as set out in Exhibit "A" attached hereto and incorporated herein for all purposes.

PART 2: That this resolution shall take effect immediately from and after its passage.

PASSED and APPROVED this 9th day of January, 2014.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Carla A. Robinson

City Attorney

EXHIBIT "A"

A POLICY RELATED TO THE CREATION, OPERATION, AND DISSOLUTION OF MUNICIPAL UTILITY DISTRICTS LOCATED WITHIN THE CITY OF COLLEGE STATION INCORPORATED LIMITS OR IN ITS EXTRATERRITORIAL JURISDICTION.

PURPOSE

This policy establishes how the City Council will exercise its authority relating to the creation, operation, and dissolution of municipal utility districts located within the City or its extraterritorial jurisdiction.

SCOPE OF POLICY

Municipal utility districts may, at times, play a significant role in financing, constructing and operating water, wastewater, and drainage, facilities for the development of land in the City and the City's extraterritorial jurisdiction. State law gives the City Council authority over the creation, operation, and dissolution of municipal utility districts. This policy sets forth the requirements that the City will exercise over municipal utility districts.

Section I. Definitions. In this Policy:

"ETJ" means the City's extraterritorial jurisdiction.

"MUD" or "District" means a municipal utility district created under section 52, Article III and section 59, article XVI of the Texas Constitution and operating under chapters 49, 51 and 54 of the Texas Water Code.

"TCEQ" means Texas Commission Environmental Quality.

Section II. Creation of ETJ Districts.

A. Background. The provisions of this Section II apply to the City's consent conditions for the creation of Districts over land located in the ETJ in accordance with the general laws applicable to the creation of Districts as well as special legislation resulting in the creation of Districts. The City may oppose all Districts, regardless of how they are created, that do not meet the prerequisite criteria outlined in Section II.C. or if the applicant does not agree to the City's conditions outlined in Section II.D. Additionally, the City will oppose all Districts if the applicant and the City cannot come to a mutual agreement on the terms expressed in Section II.E. The City reserves the right to annex any and all land in the ETJ and dissolve Districts if necessary when such action is determined to be beneficial by the City Council.

- B. Application for Creation. A person requesting that the City give its written consent to the creation of a District must file an application with the City on a form provided for that purpose, along with the required petition and any fee required by ordinance. The application must state whether the applicant is requesting an Exemption to the Policy that the City will serve the District with water and wastewater services. The application shall also require additional information related to the District and the benefits of the proposed District, including, but not limited to, the number of current property owners within the proposed District, evidence that the value of property located within the proposed District will be significantly increased by the construction of District infrastructure, details demonstrating the proposed District's consistency with the City's Comprehensive Plan, and details demonstrating the community benefits related to the creation of the proposed District. Upon the City's request, the applicant must promptly provide to the City any other information reasonably necessary for the City Council to determine whether its consent should be given.
- C. Prerequisite for Creation. Before the City Council consents to creation of a District, the following issues shall be considered:
1. Whether the City has already made plans to annex, or provide municipal services to the area proposed for inclusion in the District within the next five (5) years,
 2. Whether the proposed area for the District lies in the ETJ of two (2) or more cities.

If the determination on both issues 1. and 2. above is negative, then the City Council should give further consideration to offering their consent for the creation of the District while applying the conditions listed in Section II.D. and II.E. and of this policy. If the determination on either of the two issues is affirmative, then the City Council will not consent to creation, and will move to annex the land or the City may attempt to work through any outstanding issue that prevented the City from providing consent.

- D. Conditions for City Consent. In order for the City Council to consent to the creation of, or inclusion of land within a District, then it shall impose the following requirements as conditions to the City's consent, and such requirements shall be stipulated in the consent resolution and/or other ancillary agreements including, but not limited to, a development agreement and strategic partnership agreement, unless the City Council determines that requirements are not appropriate with regard to a specific District.
1. The authorizing order or resolution regarding the issuance of any series of bonds, which bonds shall be and remain obligations of the District until its dissolution, must be approved by the City Council. The City Council may refuse to give its approval to the issuance of bonds or limit the amount of bonds issued by the District if the District is not in compliance with the

City's requirements contained in the consent resolution or ancillary documents. The City will request compliance with the following terms and reporting requirements:

- a. The District's initial bond debt maturity date will not exceed thirty (30) years. Once the District has established a maturity date for its initial bonds, the maturity date for any additional bonds will not extend beyond the maturity date for the initial bonds, without the approval of the City.
- b. The amount of each annual principal payment on bond debt should be substantially the same or only moderately increased throughout the repayment term. In any case, at least 40% of the principal must be repaid in the first half of the repayment schedule, unless a portion of the bonds are structured as capital appreciation bonds.
- c. The District may not fund capitalized interest in an amount in excess of the lesser of twenty-four (24) months or the amount approved by the TCEQ.
- d. The City may limit a MUD to only issue bonds for the purposes of providing water, wastewater and drainage improvements as provided in Texas Water Code, Section 54.016(e).
- e. The City may approve the issuance of District bonds for park or road improvements if the park or road improvements for which the bonds are issued are included in the City's master plans.
- f. At least thirty (30) days before the issuance of bonds, except refunding bonds, the District's financial advisor shall certify in writing that bonds are being issued within the existing economic feasibility guidelines established by the TCEQ, whether or not the District has been approved by the TCEQ. The report, provided to the City Manager, should also state the following:
 - i. The amount of bonds being proposed for issuance,
 - ii. The projects to be funded by such bonds,
 - iii. The proposed debt service tax rate after issuance of the bonds.
- g. Within thirty (30) days after the District closes the sale of a series of bonds, the District shall deliver to the City Manager a copy of the final official statement for such series of bonds as well as any additional information requested by the City and provide the City with a complete transcript of bond proceedings within sixty (60) days after the date the bonds are delivered.

- h. Terms of any refunding proposed by the District must be approved by the City Council.
2. All water, wastewater, drainage and road infrastructure constructed by the District will become City owned and operated infrastructure unless the Council grants an exemption. Therefore, plans for District infrastructure shall be prepared, reviewed and approved in accordance with City ordinances. District infrastructure shall be constructed in accordance with City design standards. The City reserves the right to inspect all facilities being constructed by or on behalf of the District and to charge inspection fees required by ordinance.
3. All District utility infrastructure must be designed and constructed as part of a City approved regional utility system and in compliance with the City's Water Master Plan and Wastewater Master Plan. The District must pay all applicable connection fees prior to connecting to the City's water and wastewater system.

If land included in the District is developed in phases, each phase of the development included in a bond issue must meet the applicable economic feasibility rules of the TCEQ which require that each phase proposed to be financed includes in the bond application the water, sewer, drainage and other facilities to serve the development and has the requisite governmental approvals.

4. The District will require that District board meetings be recorded and that such recordings be available on-line. The District will require that minutes of District board meetings will be available on-line. A District may not extend the boundaries of the District unless the City Council first adopts a resolution giving its consent to the extension. The conditions contained in the resolution consenting to the creation of the District also apply to any boundary extension, unless the resolution approving the District's proposed boundary extension states otherwise. Conversely, the District may not enter into an agreement to be annexed, in whole or in part with another District or municipality without written authorization from the City.
5. The District shall file a notice in the real property records of Brazos County stating that the City may annex the District as provided by state law. The parties may attach a form of such notice to the consent agreement or development agreement.
6. The District shall send a copy of the order or other action setting an ad valorem tax rate to the City Secretary, Executive Director, Business Services and the City Manager within thirty (30) days after District's adoption of the rate.
7. The District shall send a copy of its annual audit to the Executive Director, Business Services and City Manager. The District will meet accounting

standards set by the Governmental Accounting Standards Board (GASB), and fulfill all arbitrage compliance reports to the satisfaction of the Executive Director, Business Services.

8. The District shall provide copies of any material event notices filed under Rule 15c2-12 of the Securities and Exchange Commission and other applicable federal securities laws or regulations to the City Manager within thirty (30) days after filing such notices with the applicable federal agency.

E. Additional Conditions. The City may agree to include other conditions or other requirements in the City's consent resolution, upon mutual agreement with the District, including:

1. That the developer(s) of the land will enter into a development agreement with the City, pursuant to Local Government Code, Section 212.172, to extend the City's planning authority over land included in the District by providing for City Council approval of a development plan, authorizing enforcement by the City for land use and development regulations, and include other lawful terms and considerations the parties consider appropriate. The development agreement may include provisions that are mutually acceptable to the parties related to the following matters:
 - a. Land use plan reflecting all approved land uses and residential densities;
 - b. Compliance with City construction codes, including permit requirements;
 - c. Compliance with City and other applicable stormwater and water quality regulations;
 - d. Development standards comparable to City zoning regulations; and
 - e. Dedication and development of park areas.
2. The City's policy is for water and wastewater services in the District to be provided by the City, with the City owning and operating the infrastructure. If feasible, the District will enter into a strategic partnership agreement which will outline terms for the annexation of the District in to the City limits, as well as address whether the District will be immediately dissolved or continue to operate for limited purposes after annexation.
3. That the City may annex any or all commercial development within the District for limited purpose pursuant to a Strategic Partnership Agreement under Local Government Code, Section 43.0751, and may impose a sales and use tax within the area annexed for limited purposes.
4. That a District may not provide water or wastewater service outside the boundaries of the District without prior written approval by the City Council

and will not enter into an agreement with another District or municipality to receive water and wastewater services without the prior written approval by the City Council.

5. The District may enter into a Fire Protection Agreement with the City. The agreement will include terms and conditions for the District to receive full City of College Station Fire Protection services, as well as outline plans for the cost allocation of future capital improvements projects, such as the construction of fire stations.
6. That if the City determines that development in a District will place a burden on City roads as a result of a traffic impact analysis, and the District has been provided road bond authority from the City, the District will construct, widen, or improve such roads within the District in accordance with the standards set forth in Section 212.904 of the Texas Local Government Code.

Section III. Creation of In-City Districts.

- A. Background. The provisions of this Section III. apply to the City's consent conditions for the creation of Districts over land located in the City's corporate limits in accordance with the general laws applicable to the creation of Districts, as well as special legislation resulting in the creation of Districts. All City ordinances and codes, including applicable permits, fees and inspections, shall be of full force and effect within the District in the same manner as with respect to other areas within the City's corporate limits except as specifically stated herein.
- B. Application for Creation. A person requesting that the City give its written consent to the creation of a District must file an application with the City on a form provided for that purpose, along with the required petition and any fee required by ordinance. The application must provide justification if the applicant is requesting that the City not serve the District with water and wastewater services. The application shall also require additional information related to the benefits of the proposed District, including, but not limited to, evidence that the value of property located within the proposed District will be significantly increased by the construction of District infrastructure, details demonstrating the proposed District's consistency with the City's Comprehensive Plan, and details demonstrating the community benefits related to the creation of the proposed District. Upon the City's request, the applicant must provide any other information reasonably necessary for the City Council to determine whether its consent should be given.
- C. Prerequisite for Creation. Before the City Council consents to creation of a District, the following issues shall be considered:
 1. Whether the area has already been developed with sufficient infrastructure to accommodate future or existing water, wastewater, drainage and transportation needs.

2. Whether the proposed District includes land located outside the City's corporate limits.

If the determination on issues 1. and 2. are negative, then the City Council should give further consideration to offering their consent for the creation of the District while applying the conditions listed in Section III.D. and III.E. of this policy. If the determination on any of the two issues is affirmative, then the City Council should not consent to creation.

D. Conditions for City Consent. In order for the City Council to consent to the creation of, or inclusion of land within a District, then it shall impose the following requirements as conditions of the City's consent, and such requirements shall be stipulated in the consent resolution and/or other ancillary agreements such as a development agreement, unless the City Council determines that requirements are not appropriate with regard to a specific District.

1. The authorizing order or resolution regarding the issuance of any series of bonds, which bonds shall be and remain obligations of the District until its dissolution, must be approved by the City Council. The City Council may refuse to give its approval the issuance to of bonds or limit the amount of bonds issued by the District if the District is not in compliance with the City's requirements contained in the consent resolution or ancillary documents. The City will request compliance with the following terms and reporting requirements:
 - a. The District's initial bond debt maturity date will not exceed thirty (30) years. Once the District has established a maturity date for its initial bonds, the maturity date for any additional bonds will not extend beyond the maturity date for the initial bonds, without the approval of the City.
 - b. The amount of each annual principal payment on bond debt should be substantially the same or only moderately increased throughout the repayment term. In any case, at least 40% of the principal must be repaid in the first half of the repayment schedule, unless a portion of the bonds are structured as capital appreciation bonds.
 - c. The District may not fund capitalized interest in an amount in excess of the lesser of twenty-four (24) months or the amount approved by the TCEQ.

The City may limit a MUD to only issue bonds for the purposes of providing water, wastewater and drainage improvements as provided in Texas Water Code, Section 54.016(e).

- d. The City may approve the issuance of District bonds for park or road improvements if the park or road improvements for which the bonds are issued are included in the City's master plans.
 - e. At least thirty (30) days before the issuance of bonds, except refunding bonds, the District's financial advisor shall certify in writing that bonds are being issued within the existing economic feasibility guidelines established by the TCEQ whether or not the District has been approved by the TCEQ. The report, provided to the City Manager, should also state the following:
 - i. The amount of bonds being proposed for issuance,
 - ii. The projects to be funded by such bonds,
 - iii. The proposed debt service tax rate after issuance of the bonds.
 - f. Within thirty (30) days after the District closes the sale of a series of bonds, the District shall deliver to the City Manager a copy of the final official statement for such series of bonds as well as any additional information requested by the City and provide the City with a complete transcript of bond proceedings within sixty (60) days after the date the bonds are delivered.
 - g. Terms of any refunding proposed by the District must be approved by the City Council.
3. The City shall require that the owner of the real property over which the District will be created enter into a written City contract for the City to provide water and wastewater services to the District and that the District accept, after its creation, the water and wastewater service contract agreed upon between the City and the owner. The District must pay all applicable connection fees. All District utility infrastructure must be designed and constructed as a part of the City's regional utility system and in compliance with the City's Water Master Plan and Wastewater Master Plan.
4. Plans for District infrastructure shall be prepared, reviewed, and approved in accordance with City ordinances. District infrastructure shall be constructed in accordance with City design standards. The City reserves the right to inspect all facilities being constructed by or on behalf of the District and to charge inspection fees required by ordinance.
5. If land included in the District is developed in phases, each phase of the development included in a bond issue must meet the applicable economic feasibility rules of the TCEQ which require that each phase proposed to be financed includes in the bond application the water, sewer, drainage and other

facilities to serve the development and has the requisite governmental approvals.

6. The District shall provide for the City to appoint one (1) ex officio member to the District's initial board, and to all subsequent boards, unless otherwise prohibited by law.
7. The District will require that District board meetings be recorded and that such recordings be available on-line. The District will require that minutes of District board meetings will be available on-line.
8. A District may not annex additional land into the District unless the City Council first adopts a resolution giving its consent to the annexation. The conditions contained in the resolution consenting to the creation of the District also apply to the land annexed, unless the resolution approving the District's annexation of additional land states otherwise. Conversely, the District may not enter into an agreement to be annexed, in whole or in part, with another District or municipality, without written authorization from the City of College Station.
9. A District may not provide water or wastewater service outside the boundaries of the District. Conversely, the District may not enter into an agreement with another District or municipality to receive water and wastewater services without written consent from the City.
10. The District shall send a copy of the order or other action setting an ad valorem tax rate to the City Secretary, City Finance Director and the City Manager within thirty (30) days after District adoption of the rate.
11. The District shall send a copy of its annual audit to the City Finance Director and City Manager. The District will also ensure that they are meeting accounting standards set by the Governmental Accounting Standards Board (GASB), and they are fulfilling all arbitrage compliance reports to the satisfaction of the City Finance Director.
12. The District shall provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Manager within thirty (30) days after filing such notices with the applicable federal agency.
13. The District will not own any facilities without the City's written approval. The District will finance water, wastewater, and drainage facilities and convey those facilities within the City's service areas to the City, upon completion of construction, for operation and maintenance.

Section IV. Dissolution of Districts.

- A. Application. The City Council may dissolve a District at any time, with or without District approval pursuant to state statute. However, a District may provide a written request that the City consider dissolution if certain guidelines, addressed below, are met. The request should be sent to the City Secretary with the proposed date of dissolution, and supporting documentation showing that the District will meet the guidelines for dissolution by that date. If the City Council decides that dissolution will be beneficial to the City, the City will prepare a written implementation plan for the District's dissolution within six (6) months of the date the City Council considers the request. The City may, at its option, as a step toward dissolution, refinance the District's bond debt.
- B. Dissolution Guidelines. Districts seeking dissolution should meet all of the following conditions:
- a. Preferably, all District bond debt should be fully paid. At a minimum, the City's annual costs of paying the District's bond debt and reoccurring operation and maintenance expenses after dissolution will be no greater than the amount of revenues the City gains through the total ad valorem value of property within the District;
 - b. The District has fully reimbursed the developer for the developer's cost of installing District infrastructure in compliance with the District's contract with the developer as permitted by Texas law and regulations;
 - c. The District is not delinquent in the payment of any other financial obligation that is due prior to the date of dissolution, other than the bond debt to be assumed by the City;
 - d. The District did not finance and does not own or operate any drainage detention facilities that the City did not specifically approve as a public drainage facility that would become part of the City's public drainage system upon the District's dissolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING RESOLUTION NO. 08-27-09-02 ADOPTED ON AUGUST 27, 2013, ESTABLISHING FEES FOR PROCESSING PETITIONS TO CREATE A MUNICIPAL UTILITY DISTRICT, PROCESSING PETITIONS TO ACQUIRE OR ANNEX LAND IN A MUNICIPAL UTILITY DISTRICT, AND ADDING FEES FOR INFRASTRUCTURE PLAN REVIEW AND INSPECTION FEES FOR MUNICIPAL UTILITY DISTRICTS CREATED IN THE CITY'S EXTRATERRITORIAL JURISDICTION.

WHEREAS, on August 27, 2009, the City Council adopted by Resolution No. 08-27-09-02, Exhibit B, which contained a fee schedule establishing fees to be paid for services related to development in the City effective October 1, 2010; and

WHEREAS, the City Council of the City of College Station, Texas, desires to amend Resolution No. 08-27-09-02, Exhibit B, to add those fees related to processing petitions to create a municipal utility district, processing petitions to acquire or annex land in a municipal utility district, and infrastructure plan review and inspection fees for municipal utility districts created in the City's extraterritorial jurisdiction as provided in Exhibit "A" herein; now, therefore,

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

- PART 1: That the City Council hereby amends Resolution No. 08-27-09-02, Exhibit B, to include those fees related to processing petitions to create a special purpose district, processing petitions to acquire or annex land in a municipal utility district, and infrastructure plan review and inspection fees for municipal utility districts created in the City's extraterritorial jurisdiction.
- PART 2: That the additional fees described above are as set out in Exhibit "A" herein.
- PART 3: That all other provisions contained in Resolution No. 08-27-09-02 shall remain in full force and effect.
- PART 4: That said additional fees shall take effect immediately.

ADOPTED this 9th day of January, A.D. 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

Exhibit "A"

Case Type	Fee Effective January 9, 2014
Process petition to create municipal utility district	\$30,000.00
Process Petition to acquire or annex land in municipal utility district	\$30,000.00
Public Infrastructure Review & Inspection Fee for municipal utility district in the ETJ	One percent of the infrastructure cost (\$600 minimum)

January 9, 2014
Regular Agenda Item No. 2
Comprehensive Plan Amendment - BCS Sikh Association

To: Kelly Templin, City Manager

From: Lance Simms, Interim Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan – Future Land Use & Character Map from Estate to General Commercial for the property located at 13913 FM 2154; approximately 1.3 acres generally located north of the intersection of Norton Lane and FM 2154.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their December 5, 2013 meeting and voted 5-0 to recommend denial of the Comprehensive Plan Amendment request.

Summary: This request is to amend the Comprehensive Plan from Estate to General Commercial.

The Unified Development Ordinance provides the following review criteria for Comprehensive Plan Amendments:

REVIEW CRITERIA

- 1. Changed or changing conditions in the subject area or the City:** The subject tract and properties immediately surrounding the area have been designated as Estate on the Comprehensive Plan Future Land Use and Character Map. The applicant has stated that the existing land use is no longer suitable due to the extensive amount of automobile and rail traffic adjacent to the property. Other than market opportunities, there appears to be no change in conditions in the subject area that would invalidate the current land use and character designations for the area.
- 2. Scope of the request:** This request is to introduce a commercial land use and character into an area that is otherwise suburban and single-family in character. The request would enable a land use that is more intense than surrounding land uses and enable traffic generation and other service demands in excess of current land uses.

A similar Comprehensive Plan Amendment was heard by the Planning & Zoning Commission and City Council immediately south of this property at 1201 Norton Lane. The request was to amend the Comprehensive Plan from Estate to General Commercial and was denied by City Council with a 4-3 vote.

- 3. Availability of adequate information:** Staff can determine trips generated by the proposed land use and subtract trips already generated by current use to assess impact. In addition, Staff has 2009 TxDOT traffic counts on Wellborn Road and 2011 projected traffic volumes created by the Travel Demand Model.

The current land use is Estate with a manufactured structure on the property which generates minimal vehicles per day (VPD). The proposed General Commercial designation may generate approximately 650 VPD. TxDOT's 2009 traffic counts along Wellborn Road in this area are 4,800 VPD. The City's travel demand model projected to 2011 indicates a volume of 10,500 VPD. Adding the proposed land use trip generation of

650 VPD to 10,500 VPD, the volumes on Wellborn Road equals 11,150 VPD. Wellborn Road in this area has a capacity of approximately 20,000 VPD with a Level of Service (LOS) "D" of approximately 16,666 VPD.

- 4. Consistency with the goals and strategies set forth in the Plan:** The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment.

Relevant Strategies identified in the Plan to achieve this goal include:

- Establish and protect distinct boundaries between various character areas:
 - The current Future Land Use and Character Map depicts retaining the distinct single-family character from other more developed areas.
 - The proposed land use and character designation represents the only intrusion of General Commercial character into the otherwise Estate character area.
- Promote public and private development and design practices that ensure distinct neighborhoods, districts, and corridors:
 - The Wellborn Community, south of the subject tract, was designated as an area for further study in the City's Comprehensive Plan. In 2013, a Plan was adopted to enhance the area's character. To that end, the Plan established the following goals and reinforced the land use and character designation for the area:
 - Be a community of rural character positioned for contextually appropriate growth that embodies and sustains the uniqueness and history of the area;
 - Promote a multi-modal transportation network that responds to the low density, rural context of the community.
- Provide a diversified economy generating quality, stable, full-time jobs; bolstering the sales and property tax base; and contributing to a high quality of life:
 - The proposed land use amendment may generate jobs to stimulate the local economy, bolster sales and the tax base.
- Provide improved mobility through a safe, efficient, and well-connected multi-modal transportation system designed to be sensitive to the surrounding land uses:
 - The proposed General Commercial land use designation and the existing Estate land use designation generate different trip rates and so must be evaluated against the capacity of the current transportation network. Furthermore, though outside the Wellborn District Plan area, a strategy in the Plan was to limit the general commercial land use to correspond to the widening of Wellborn Road by TxDOT in the future to ensure roadway capacity.

5. Consideration of the Future Land Use & Character and/or Thoroughfare Plans:

The subject tract is designated as Estate on the Comprehensive Plan Future Land Use and Character Map. Estate is intended for areas that are not likely to be the focus of extensive infill development. This area consists of larger-lot homes along Wellborn Road that were developed prior to annexation.

The proposed General Commercial designation is intended for an intense level of development activity and consists of uses that are permitted in the General Commercial zoning district. The applicant states as a justification for the request that developments

south of this property consist of commercial use, and that noise from Wellborn Road and the railroad make this property unsuitable for residential development. The Comprehensive Plan identifies a considerable amount of Estate across Wellborn Road and the railroad to protect the existing large lot, rural single-family character.

In this area, Wellborn Road will remain rural in context as per the Wellborn District Plan. Wellborn Road will also remain a four-lane Minor Arterial in functional classification.

- 6. Compatibility with the surrounding area:** As stated previously, the subject property is located in an area designated as Estate with a manufactured structure currently serving as the home for the BCS Sikh Association. With the proposed General Commercial development, an increased amount of traffic and infrastructure demands can be expected. The Unified Development Ordinance requires screening and buffering to General Commercial properties.
- 7. Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** Water service to the tract may be provided by an existing 12-inch water main running along the east side of Wellborn. Domestic and fire flow demands may necessitate future water main extensions at the time of site development. These utilities will be required to be designed and constructed in accordance with the BCS Unified Design Guidelines.

There is currently an 8-inch sanitary sewer main along the east side of Wellborn Road available to serve the property. Although the proposed General Commercial Land Use will be creating more density, preliminary analysis of the system has indicated that there is available capacity to serve this type of development.

The subject tract is located in the Hopes Creek drainage basin. No portion of the property has been designated FEMA Special Flood Hazard Area. Development of the subject tract will be required to meet the requirements of the City's Storm Water Design Guidelines, and site development impacts on the drainage system will be evaluated further at that time.

Currently on the subject property is a manufactured structure currently serving as the home for the BCS Sikh Association which generates minimal vehicles per day (VPD). The proposed General Commercial designation may generate approximately 650 VPD. TxDOT's 2009 traffic counts along Wellborn Road in this area are 4,800 VPD. The City's travel demand model projected to 2011 indicates a volume of 10,500 VPD. Adding the proposed land use trip generation of 650 VPD to 10,500 VPD the volumes on Wellborn Road equals 11,150 VPD. Wellborn Road in this area has a capacity of approximately 20,000 VPD with a level of Service (LOS) "D" of approximately 16,666 VPD.

Though there seems to be capacity, further limitations may be needed to restrict commercial development until the decision to widen Wellborn Road to its four-lane ultimate configuration is made.

- 8. Impact on the City's ability to provide, fund, and maintain services:** No indication exists that the City will have any difficulty in providing or funding services to the subject property based on the requested land use and character designation.
- 9. Impact on environmentally sensitive and natural areas:** There have not been any areas studied as floodplain on the subject lot; however, a change in character in this area could lead to increases in population, traffic, etc. and may impact this natural area.

10. Contribution to the overall direction and character of the community as captured in the Plan's vision and goals: The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment.

This request recognizes and promotes economic opportunity and the property is located adjacent to an existing single-family neighborhood.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Draft P&Z Commission Meeting Minutes
4. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: December 5, 2013

Advertised Council Hearing Dates: January 9, 2014

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Southern Trace HOA

Contacts in support: None at the time of this report.

Contacts in opposition: None at the time of this report.

Inquiry contacts: None at the time of this report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Estate	R Rural	Single-family residential
South	Estate	R Rural	Single-family residential
East	Estate	R Rural	Single-family residential
West (across Wellborn Road)	Rural	N/A (ETJ)	Single-family residential

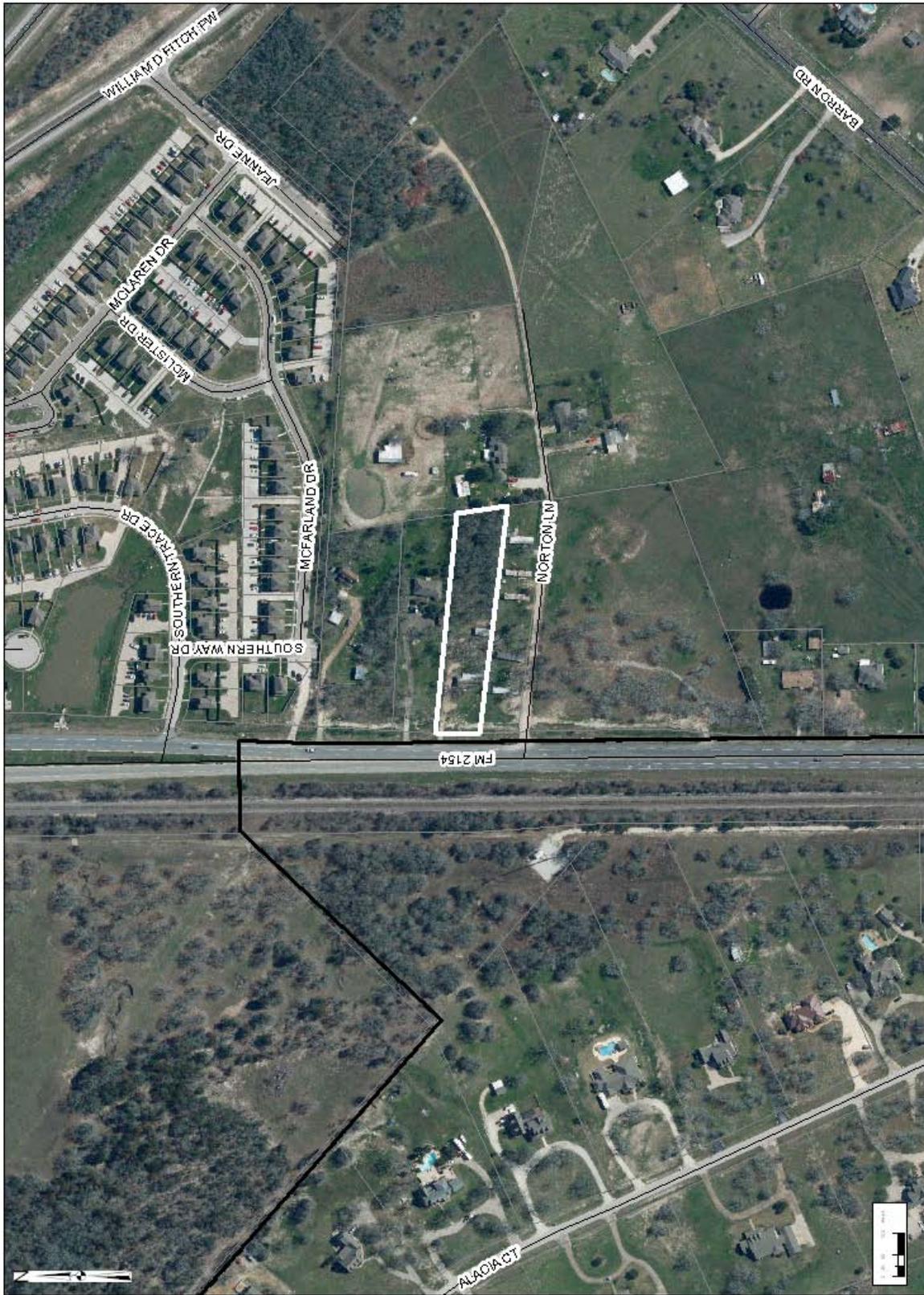
DEVELOPMENT HISTORY

Annexation: June 1995

Zoning: A-O Agricultural Open

Final Plat: This property is unplatted.

Site development: A manufactured structure is currently on site home to the BCS Sikh Association



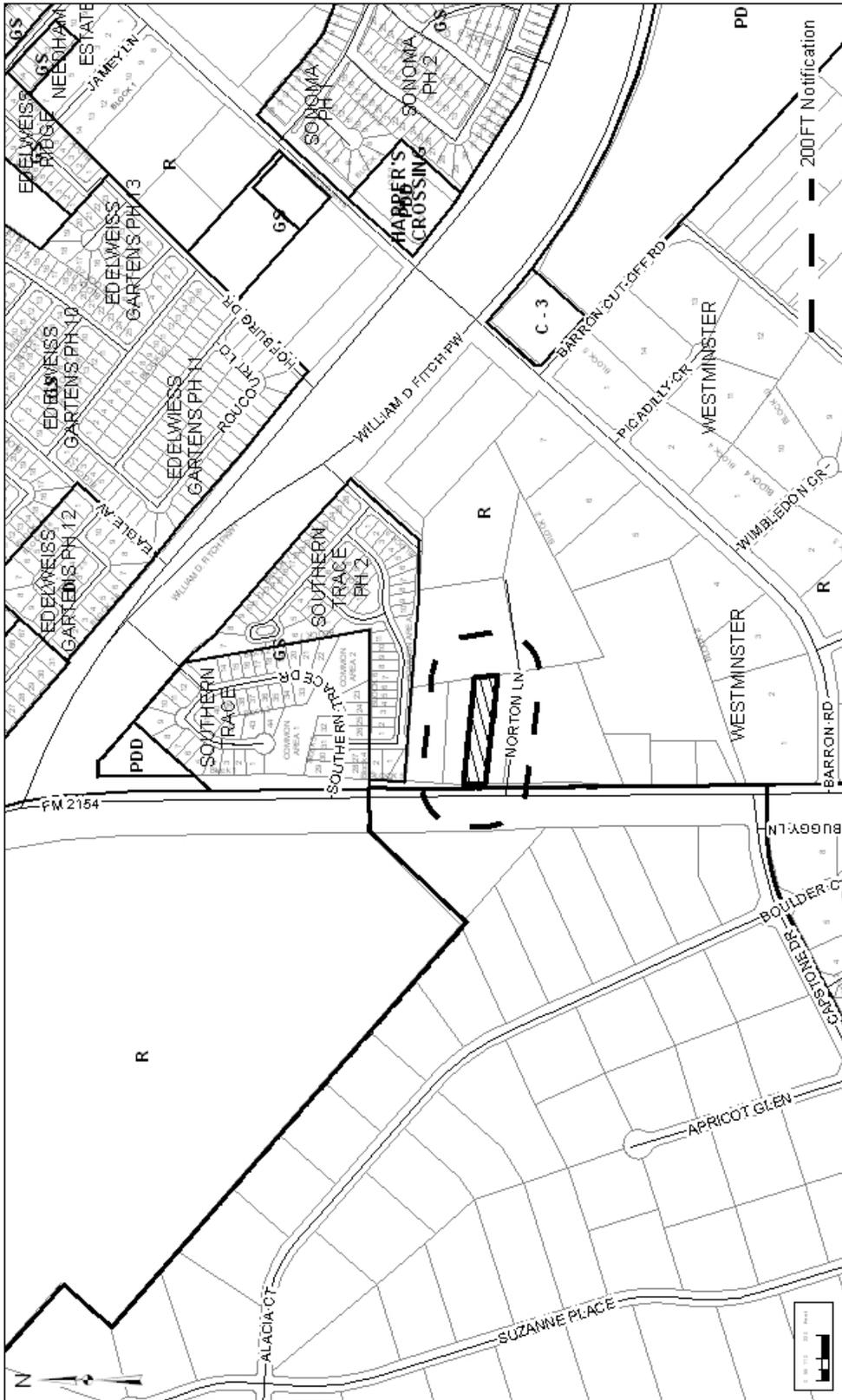
COMP PLAN
AMENDMENT

Case: 13-228

13913 FM 2154

DEVELOPMENT REVIEW





Zoning Districts	R-4	Multi-Family	BPI	BPI	Business Park Industrial	PDD	Planned Development District
R	R-4	High Density Multi-Family	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor	
E	R-6	Manufactured Home Park	C-3	Light Commercial	NG-1	Core Northgate	
RS	MHP	Office	M-1	Light Industrial	NG-2	Transitional Northgate	
GS	O	Suburban Commercial	M-2	Heavy Industrial	NG-3	Residential Northgate	
R-1B	SC	General Commercial	M-U	College and University	DV	Corridor Overlay	
D	GC	Commercial Industrial	R&D	Research and Development	RDD	Redevelopment District	
T	CI	Business Park	P-MUD	Planned Mixed-Use Development	KD	Krienek Tap Overlay	
	BP						

13913 FM 2154	Case:	13-228
DEVELOPMENT REVIEW		COMP PLAN AMENDMENT

MINUTES
PLANNING & ZONING COMMISSION
Regular Meeting
December 5, 2013, 7:00 p.m.
City Hall Council Chambers
College Station, Texas

COMMISSIONERS PRESENT: Mike Ashfield, Jodi Warner, Jim Ross, Bo Miles, and Brad Corrier

COMMISSIONERS ABSENT: Jerome Rekotrik

CITY COUNCIL MEMBERS PRESENT: John Nichols

CITY STAFF PRESENT: Bob Cowell, Lance Simms, Molly Hitchcock, Jennifer Prochazka, Jason Schubert, Teresa Rogers, Morgan Hester, Jenifer Paz, Danielle Singh, Teresa Rogers, Alan Gibbs, David Schmitz, Debbie Eller, David Brower, Charles Michalewicz, Brian Pisacek, Betty Vermeire, Brittany Caldwell, and Timothy Green

1. Public hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan – Future Land Use & Character Map from Estate to General Commercial for the property located at 13913 FM 2154; approximately 1.3 acres generally located north of the intersection of Norton Lane and Wellborn Road. **Case #13-00900228 (M.Hester) (Note: Final action on this item is scheduled for the January 9, 2014 City Council Meeting - subject to change)**

Staff Planner Hester presented the staff report and stated that the Planning and Zoning Commission and City Council are requested to make a policy decision. At least three options for action are available as noted below:

- Accept the applicant's proposal of amending the Comprehensive Plan to General Commercial and Natural Areas-Reserved designation;
- Deny the applicant's proposal and maintain Suburban Commercial and Natural Areas-Reserved designation on the Comprehensive Plan;
- Propose an alternative land use and character designation for this property.

Glenn Jones, J4 Engineering, stated that he was available for questions.

Jane Cohen, 3655 McCullough Road, College Station, Texas; Carol Fontaine, 14380 Cheyenne Drive, College Station, Texas; Fiona Trizard, 3180 Barron Road, College Station, Texas; Linda Hale, 4042 Cody Drive, College Station, Texas. The citizens spoke in opposition of the request and stated that the neighborhood integrity needed to be respected.

Dr. Baines, 902 Wingfoot, College Station, Texas, spoke in favor of the request.

Mr. Jones stated that additional right-of-way had been taken and utilities had been removed and expanded to accommodate the widening. He said that the intended use for the property is a church.

Chairman Ashfield closed the public hearing.

There was general discussion amongst Commission regarding the Comprehensive Plan Amendment.

Commissioner Carrier motioned to deny the request. Commissioner Warner seconded the motion, motion passed (5-0).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE AND CHARACTER MAP, FOR THE PROPERTY LOCATED AT 13913 FM 2154, GENERALLY LOCATED NORTH OF THE INTERSECTION OF NORTON LANE AND FM 2154 (WELLBORN ROAD) PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

- PART 1: That the "Comprehensive Plan of the City of College Station" by amending the "Comprehensive Plan Future Land Use and Character Map", as set out in Exhibits "A", section C.2.e, and Exhibits "B", "C", and "D" attached hereto for the indentified area and made a part of this ordinance for all purposes.
- 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 January, 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

for 

City Attorney

EXHIBIT "A"

A. Comprehensive Plan

The College Station Comprehensive Plan (Ordinance 3186) is hereby adopted and consists of the following:

1. Existing Conditions;
2. Introduction;
3. Community Character;
4. Neighborhood Integrity;
5. Economic Development;
6. Parks, Greenways & the Arts;
7. Transportation;
8. Municipal Services & Community Facilities;
9. Growth Management and Capacity; and
10. Implementation and Administration.

B. Master Plans

The following Master Plans are hereby adopted and made a part of the 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. East College Station Transportation Study dated May 2005;
5. Parks, Recreation and Open Space Master Plan dated May 2005;
6. Park Land Dedication Neighborhood Park Zones Map dated January 2009;
7. Park Land Dedication Community Park Zones map dated April 2009;
8. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
9. Central College Station Neighborhood Plan dated June 2010;
10. Water System Master Plan dated August 2010;
11. Wastewater Master Plan dated June 2011;
12. Eastgate Neighborhood Plan dated June 2011;
13. Recreation, Park and Open Space Master Plan dated July 2011;
14. Southside Area Neighborhood Plan dated August 2012;
15. Medical District Master Plan dated October 2012;
16. Wellborn Community Plan dated April 2013;
17. Economic Development Master Plan dated September 2013; and
18. South Knoll Area Neighborhood Plan dated September 2013.

C. Miscellaneous Amendments

The following miscellaneous amendments to the College Station Comprehensive Plan are as follows:

1. Text Amendments:
 - a. Chapter 2 “Community Character,” “Growth Areas” by amending the text regarding Growth Area IV and Growth Area V – Ordinance 3376, dated October 2011.
2. Future Land Use and Character Map Amendment:
 - a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.
 - b. Richards Subdivision – Ordinance 3376, dated October 2011.
 - c. 1600 University Drive East – Ordinance 3535, dated November 14, 2013.
 - d. 2560 Earl Rudder Freeway S. – Ordinance 3541, dated December 12, 2013.
 - e. 13913 FM 2154. – through this Ordinance, dated January 9, 2014.
3. Concept Map Amendment:
 - a. Growth Area IV – Ordinance 3376, dated October 2011.
 - b. Growth Area V – Ordinance 3376, dated October 2011.
4. Thoroughfare Map Amendment:
 - a. Raintree Drive – Ordinance 3375, dated October 2011.
 - b. Birkdale Drive – Ordinance 3375, dated October 2011.
 - c. Corsair Circle – Ordinance 3375, dated October 2011.
 - d. Deacon Drive – Ordinance 3375, dated October 2011.
 - e. Dartmouth Drive – Ordinance 3375, dated October 2011.
 - f. Farm to Market 60 – Ordinance 3375, dated October 2011.
 - g. Southwest Parkway – Ordinance 3375, dated October 2011.

D. General

1. Conflict. All parts of the College Station 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 extra-territorial jurisdiction (“ETJ”). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.
3. General nature of Future Land Use and Character. The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor 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 College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan,

Central College Station Neighborhood Plan, Water System Master 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 bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the 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.

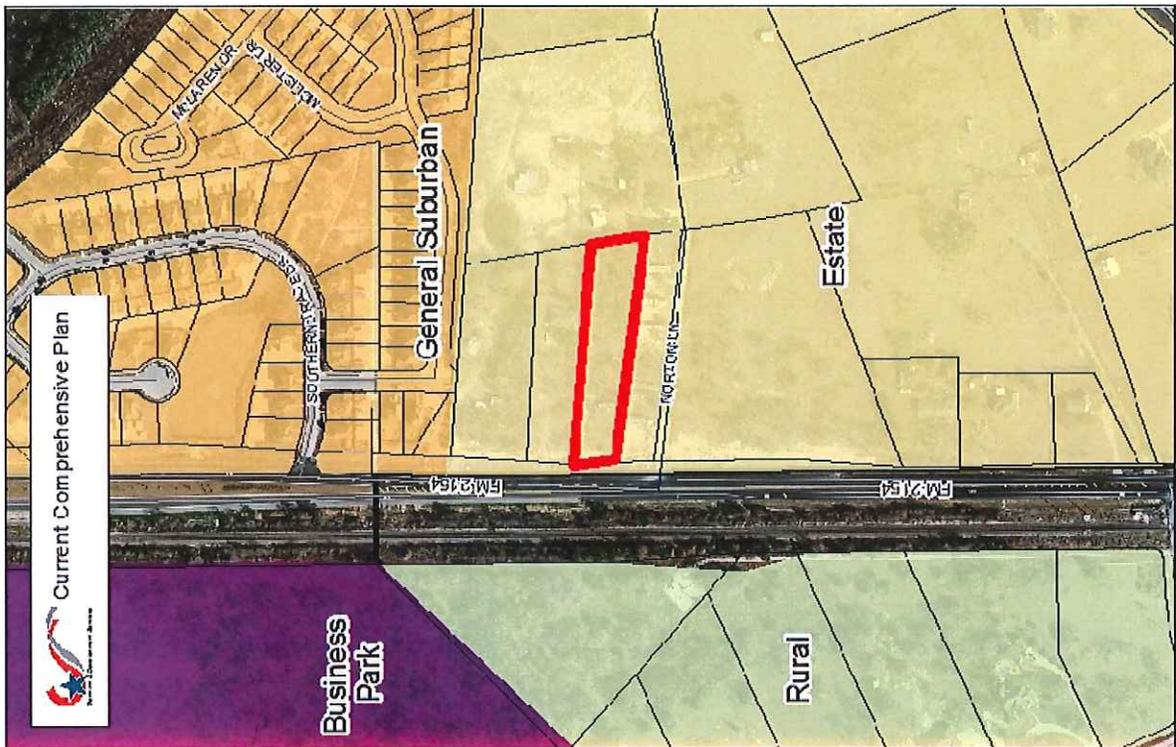
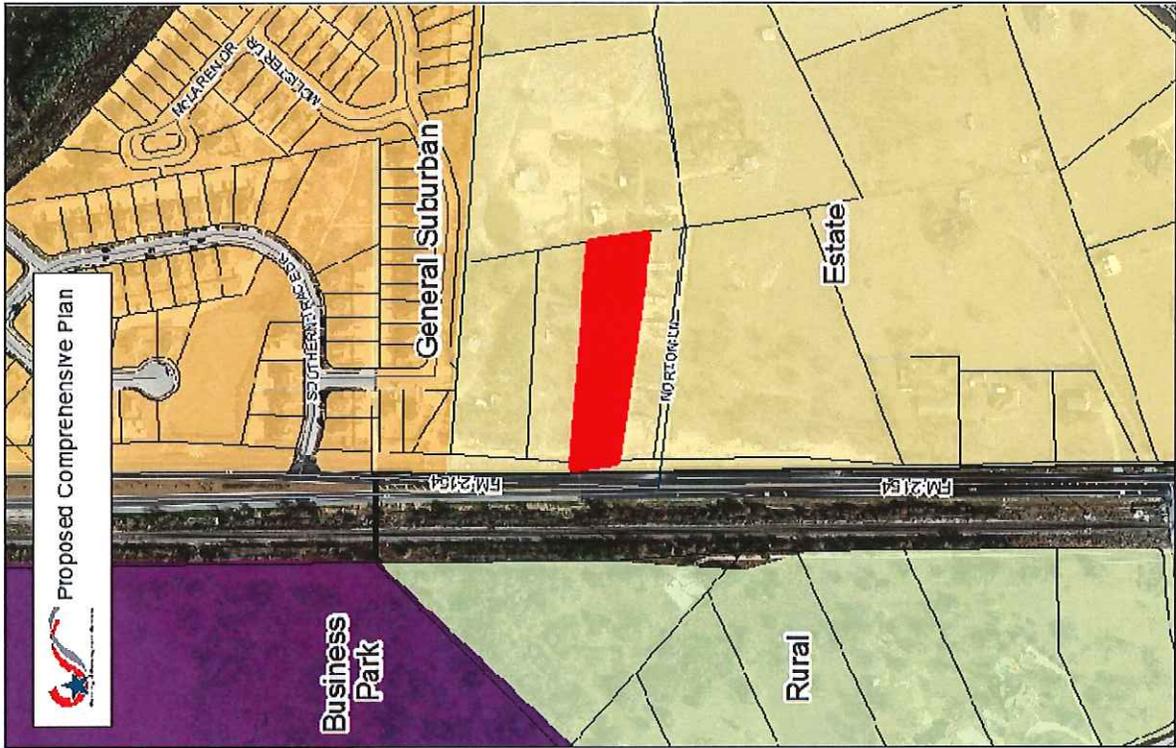
EXHIBIT "B"

AMENDED AREA OF FUTURE LANE USE AND CHARACTER MAP

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the Future Land Use and Character Map as follows:

The 1.3 acres located at 13913 FM 2154, generally located north of the intersection of Norton Lane and FM 2154 (Wellborn Road), is amended from Estate to General Commercial, as shown in the attached Exhibit "C" and Exhibit "D".

EXHIBIT "C"



January 9, 2014
Regular Agenda Item No. 3
Sign Regulations for Places of Worship

To: Kelly Templin, City Manager

From: Lance Simms, Interim Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Sections 12-7.5, "Signs," of the Code of Ordinances of the City of College Station, Texas to amend sign regulations for Places of Worship.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their December 5th, 2013 meeting and recommended Approval (5-0).

Summary: The proposed ordinance will allow a freestanding sign for places of worship in residential or rural districts with frontage on a street classified as a Freeway/Expressway on the City's Thoroughfare Plan. It would also allow attached signs and commercial banners for places of worship in all zoning districts. At the request of two local churches, staff initiated a review of current sign regulations for places of worship.

Places of worship are allowed in all zoning districts within the City. However, the type of sign that is allowed is dependent upon the zoning of the property. Places of worship located in commercially-zoned areas are generally allowed to erect a freestanding sign. Places of worship located in residential or rural zoning districts are currently only allowed one low-profile sign.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Redlined applicable UDO Sections
2. Ordinance

Article 7. General Development Standards

Sec. 12-7.5. Signs.

C. Summary of Permitted Signs.

The following signs are permitted in the relevant zoning districts of the City:

	R	E	R-1B	GS	D	T	R-4	R-6	MHP	O	SC	GC	CI	C-3	BP	BPI	R&D	M-1	M-2
Apartment/Condominium/ Manufactured Home Park Identification Signs							X	X	X										
Area Identification/ Subdivision Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Attached Signs***							X	X	X	X	X	X	X	X	X	X	X	X	X
Campus Wayfinding Signs										X	X	X	X		X	X	X		
Commercial Banners***							X	X		X	X	X	X	X	X	X	X	X	X
Development Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Directional Traffic Control Signs										X	X	X	X	X	X	X	X	X	X
Freestanding Signs***										*	**	X	X					X	X
Home Occupation Signs	X	X	X	X	X	X	X	X	X										
Low Profile Signs***										X	X	X	X	X	X	X	X	X	X
Non-Commercial Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Real Estate, Finance, and Construction Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Roof Signs											X	X						X	X

Per Ordinance No. 2011-3348 (May 26, 2011)

* One (1) Freestanding Sign shall be allowed in the O Office zone only when the premise has a minimum of two (2) acres.

** Freestanding Signs are permitted for building plots with freeway frontage only. See 7.5.N "Freestanding Commercial Signs" for additional standards.

*** Except as provided for in Section 12-7.5.Y, Signs for Permitted Non-residential Uses in Residential or Agricultural Districts

Y. **Signs for Permitted Non-residential Uses in Residential or Rural Districts.**

1. Signs for permitted non-residential ~~permitted~~ uses in residential or rural zoning districts shall comply with Section 12-7.5.F, Sign Standards, "Low Profile Signs."
2. Signs for Places of Worship with frontage on a street classified as Freeway/Expressway on the Thoroughfare Plan are allowed one (1) "Freestanding Sign" in accordance with Section 12-7.5.N, "Freestanding Commercial Signs" or "Low Profile Signs" in accordance with Section 12-7.5.F, Sign Standards, "Low Profile Signs." The "Freestanding Sign" must be adjacent to and orient to the Freeway/Expressway.
3. Signs for Places of Worship and gGovernment fFacilities in residential or rural zoning districts ~~shall comply~~may utilize signage in accordance with Section 12-7.5.I, Sign Standards, "Attached Signs-" and Section 12-7.5.J, "Commercial Banners."

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-7.5, "SIGNS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-7.5, "Signs" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 9th day of January, 2014.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-7.5, "Signs," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending subsection 12-7.5.C to read as follows:

"C. Summary of Permitted Signs.

The following signs are permitted in the relevant zoning districts of the City:

	R	E	R - 1 B	G S	D	T	R -4	R -6	MH P	O	S C	G C	C I	C -3	B P	BP I	R& D	M -1	M -2
Apartment/Condominium/ Manufactured Home Park Identification Signs							X	X	X										
Area Identification/ Subdivision Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Attached Signs***							X	X	X	X	X	X	X	X	X	X	X	X	X
Campus Wayfinding Signs										X	X	X	X		X	X	X		
Commercial Banners***							X	X		X	X	X	X	X	X	X	X	X	X
Development Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Directional Traffic Control Signs										X	X	X	X	X	X	X	X	X	X
Freestanding Signs***										*	**	X	X					X	X
Home Occupation Signs	X	X	X	X	X	X	X	X	X										
Low Profile Signs***										X	X	X	X	X	X	X	X	X	X
Non-Commercial Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Real Estate, Finance, and Construction Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Roof Signs											X	X						X	X

Per Ordinance No. 2011-3348 (May 26, 2011)

- * One (1) Freestanding Sign shall be allowed in the O Office zone only when the premise has a minimum of two (2) acres.
- ** Freestanding Signs are permitted for building plots with freeway frontage only. See 7.5.N "Freestanding Commercial Signs" for additional standards.
- *** Except as provided for in Section 12-7.5.Y, Signs for Permitted Non-residential Uses in Residential or Agricultural Districts."

That Chapter 12, "Unified Development Ordinance," Section 12-7.5, "Signs," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending subsection 12-7.5.Y to read as follows:

"Y. Signs for Permitted Non-residential Uses in Residential or Rural Districts.

1. Signs for permitted non-residential uses in residential or rural zoning districts shall comply with Section 12-7.5.F, Sign Standards, "Low Profile Signs."
2. Signs for Places of Worship with frontage on a street classified as Freeway/Expressway on the Thoroughfare Plan are allowed one (1) "Freestanding Sign" in accordance with Section 12-7.5.N, "Freestanding Commercial Signs" or "Low Profile Signs" in accordance with Section 12-7.5.F, Sign Standards, "Low Profile Signs." The "Freestanding Sign" must be adjacent to and orient to the Freeway/Expressway.
3. Signs for Places of Worship and Government Facilities in residential or rural zoning districts may utilize signage in accordance with Section 12-7.5.I, Sign Standards, "Attached Signs" and Section 12-7.5.J, "Commercial Banners."

January 9, 2014
Regular Agenda Item No. 4
Rezoning – Gateway Subdivision Phase 3

To: Kelly Templin, City Manager

From: Lance Simms, Interim Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 0.76 acres for Gateway Subdivision, Lot 3D, Block 1 at 180 Forest Drive, generally located adjacent to the Gateway Villas Development from GC General Commercial to R-4 Multi-Family.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their November 21, 2013 meeting and voted 6-0 to recommend approval of the rezoning request.

Summary: This request is to rezone the subject property from GC General Commercial to R-4 Multi-Family.

The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is as an area designated as General Commercial and Urban on the Comprehensive Plan. The land use designations on the Comprehensive Plan are not parcel based. The adjacent property to the east, designated as Urban on the Comprehensive Plan, is developed as the Gateway Villas and to the west is floodplain. The intent of this rezoning request is to continue the R-4 Multi-Family development of Gateway Villas and therefore, this area is considered to be an appropriate continuation of the existing development pattern.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The subject property is currently zoned GC General Commercial and abuts an R-4 Multi-Family development. The request to rezone to R-4 Multi-Family is compatible with the present zoning as the intent is to continue the adjacent Gateway Villas development. Due to the creek acting as a buffer from the existing commercial development, additional commercial development on this site of the creek is less suitable.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** As stated, the proposed rezoning for this property is R-4 Multi-Family from GC General Commercial. Immediately adjacent to this property are the Gateway Villas, also zoned R-4 Multi-Family. By rezoning the property, the ability to continue the multi-family development will be possible. This area is more suitable for multi-family due to its location in relation to the creek. Additionally, access is available through the multi-family development.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The

portion of Gateway Center west of Forest Drive was zoned for commercial in 1997. The area has been developed with a bank, Panera Bread, and a hotel is currently under construction. Gateway Villas developed to the boundary of Phase 3 of the Gateway Subdivision, creating the separation between the R-4 Multi-Family and GC General Commercial zonings.

Because of the proximity of the floodplain, size of the subject property, and the possible need for separate access, there are potential development limitations for a commercial venture.

5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:

The applicant states that the roadway system feeding into this property is not adequate for a commercial development.

As the Gateway Villas have already developed, infrastructure is available to continue the multi-family development.

6. Availability of water, wastewater, storm water, and transportation facilities generally suitable and adequate for the proposed use:

There is an existing 6-inch water main available to serve this property. There are also existing 6-, 8-, and 12-inch sanitary sewer mains available to serve the property. The site generally drains to the north to an adjacent unnamed tributary to Burton Creek. Drainage and other site infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Access to the site is provided via existing private access drives.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Draft P&Z Commission Meeting Minutes
4. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: November 21, 2013
 Advertised Council Hearing Date: January 9, 2014

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:
 N/A

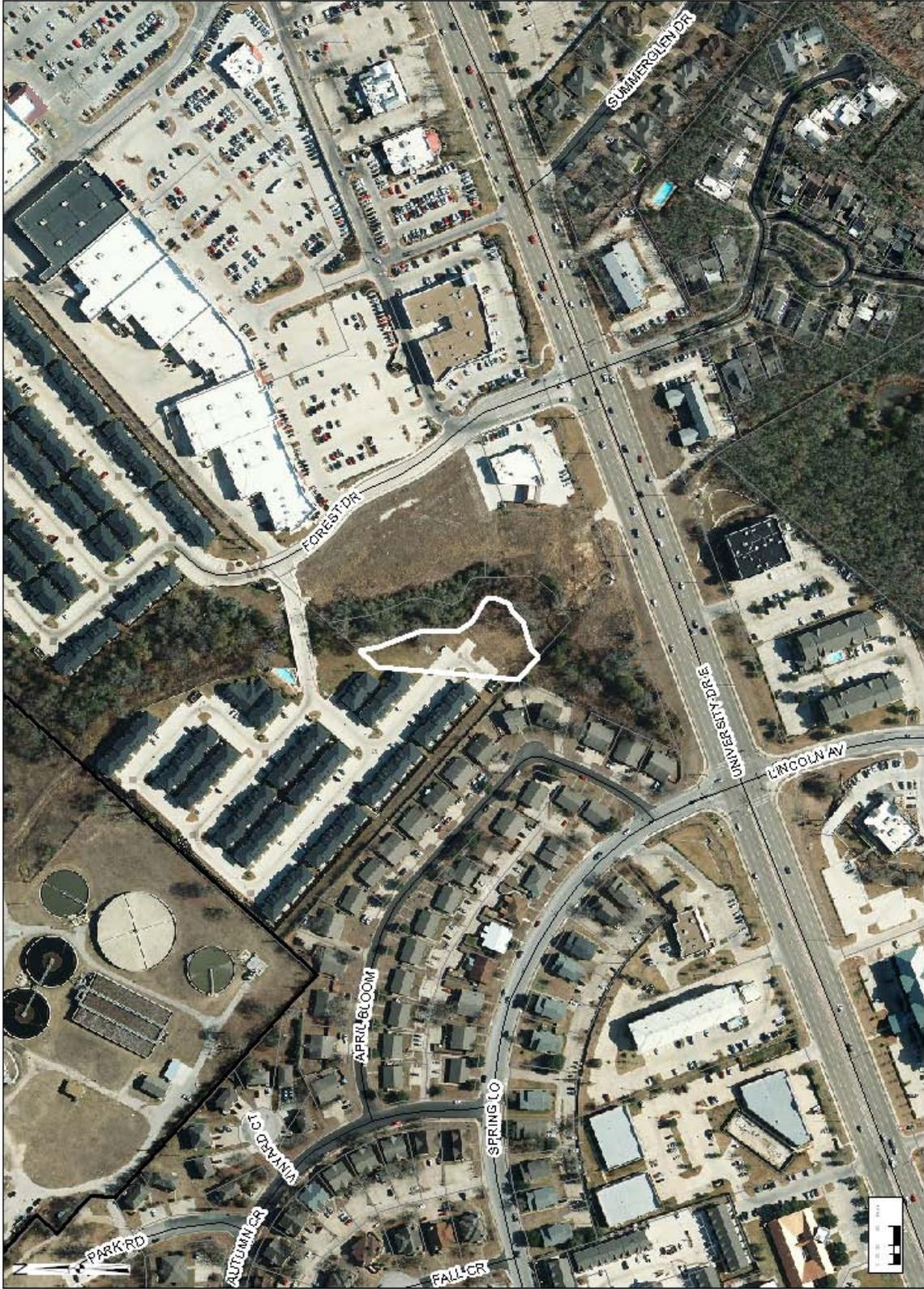
Property owner notices mailed: Eleven.
 Contacts in support: None at the time of this report.
 Contacts in opposition: None at the time of this report.
 Inquiry contacts: None at the time of this report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban	R-4 Multi-Family	Multi-Family - Gateway Villas
South	Natural Areas - Reserved	GC General Commercial with OV Corridor Overlay	Vacant
East	General Commercial/Natural Areas - Reserved	GC General Commercial with OV Corridor Overlay	Vacant – Floodplain
West	Urban	R-4 Multi-Family with OV Corridor Overlay	Multi-Family - Gateway Villas

DEVELOPMENT HISTORY

Annexation: February 1971
Zoning: OV Corridor Overlay 1992
 C-B Commercial Business 1997
 C-B Commercial Business renamed to C-1 General Commercial 2003
 C-1 General Commercial renamed to GC General Commercial 2012
Final Plat: November 2004 Final Plat of Lot 1, Block 1 Phase 3 of the Gateway Subdivision
Site development: A portion of this site is being used as parking for Gateway Villas development.



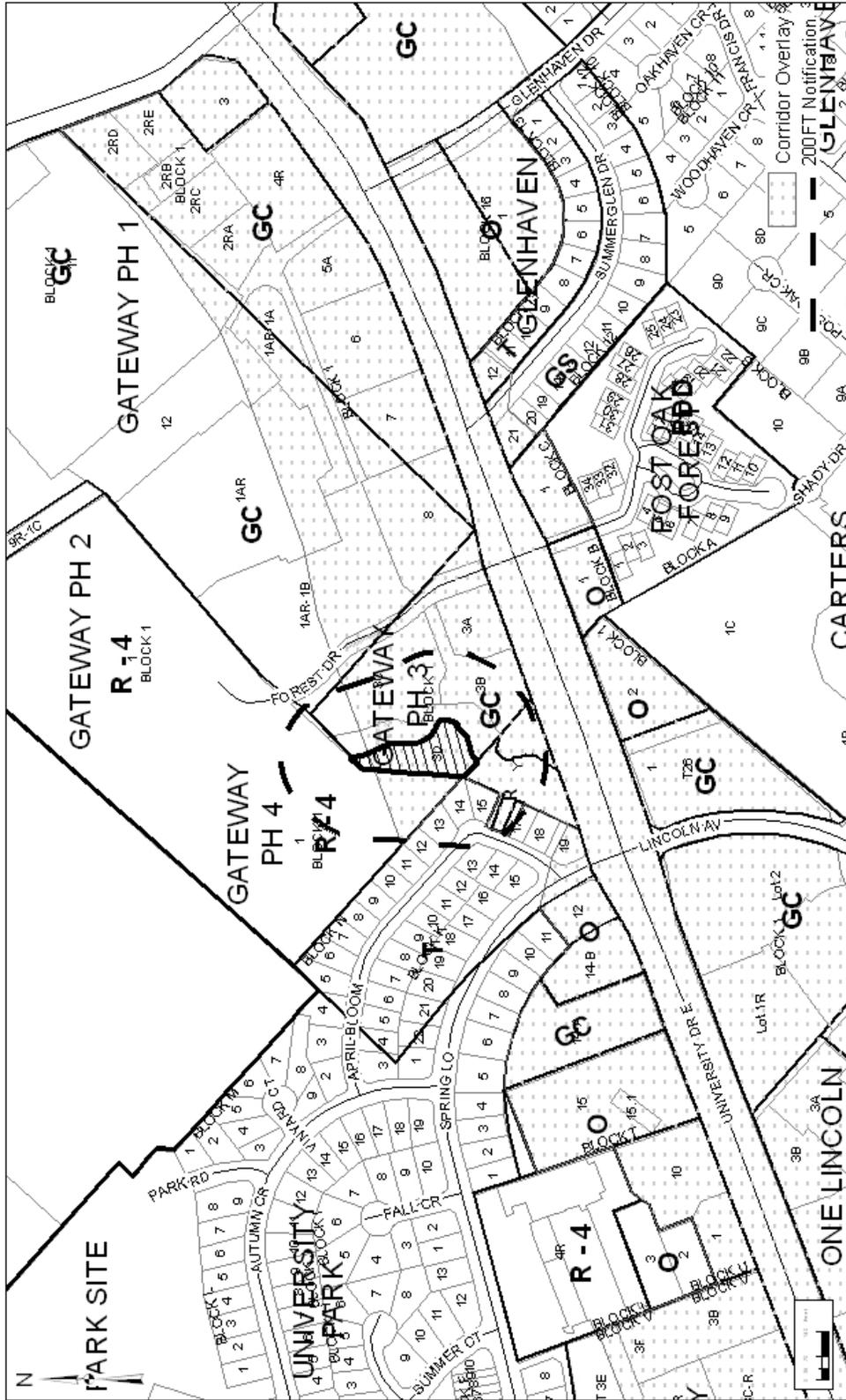
REZONING

Case: 13-222

GATEWAY SUBDIVISION PH 3

DEVELOPMENT REVIEW





Zoning District	BPI	BPI	BPI	PDD
R-4	Multi-Family	Business Park Industrial	Business Park Industrial	Planned Development District
R-6	High Density Multi-Family	Natural Areas Protected	Natural Areas Protected	Wolf Pen Creek Dev. Corridor
MHP	Manufactured Home Park	Light Commercial	Light Commercial	Core Northgate
O	Office	M-1	M-1	Transitional Northgate
SC	Suburban Commercial	M-2	M-2	Residential Northgate
GC	General Commercial	C-U	C-U	Corridor Overlay
CI	Commercial-Industrial	R&D	R&D	Redevelopment District
BP	Business Park	P-MUD	P-MUD	Krenak Tap Overlay

DEVELOPMENT REVIEW

GATEWAY SUBDIVISION PH 3

REZONING

Case: 13-222

MINUTES
PLANNING & ZONING COMMISSION
Regular Meeting
November 21, 2013, 7:00 p.m.
City Hall Council Chambers
College Station, Texas

COMMISSIONERS PRESENT: Jodi Warner, Jim Ross, Bo Miles, and Jerome Rektorik

COMMISSIONERS ABSENT: Mike Ashfield and Brad Carrier

CITY COUNCIL MEMBERS PRESENT: Blanche Brick

CITY STAFF PRESENT: Bob Cowell, Lance Simms, Molly Hitchcock, Jennifer Prochazka, Jason Schubert, Matt Robinson, Morgan Hester, Carol Cotter, Danielle Singh, Erika Bridges, Teresa Rogers, Alan Gibbs, Crystal Derkowski, Deborah Grace-Rosier, and Timothy Green

1. Public hearing, presentation, possible action, and discussion, regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by rezoning approximately 0.76 acres for Gateway Subdivision, Lot 3D, Block 1 at 180 Forest Drive, generally located adjacent to the Gateway Villas development, from GC General Commercial to R-4 Multi-Family. **Case #13-00900222 (M.Hester) (Note: Final action on this item is scheduled for the December 12, 2013 City Council Meeting - subject to change)**

Staff Planner Hester presented the staff report and recommended approval of the rezoning with the condition that the 100-foot landscape buffer remains as required in Ordinance 2239 and as depicted in Exhibit A that accompanies this rezoning request.

There was general discussion amongst the Commission regarding the 100-foot landscape buffer.

Acting Chairman Ross opened the public hearing.

David Scarmardo, 1289 N. Harvey Mitchell Parkway, Bryan, Texas, addressed the Commission and stated that he could answer any questions.

Acting Chairman Ross closed the public hearing.

Commissioner Miles motioned to recommend approval of the rezoning with the condition that the 100-foot landscape buffer remains as required. Commissioner Rektorik seconded the motion, which passed (4-0).

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 0.76 ACRES FOR GATEWAY SUBDIVISION, LOT 3D, BLOCK 1 AT 180 FOREST DRIVE, GENERALLY LOCATED ADJACENT TO THE GATEWAY VILLAS DEVELOPMENT; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", and as shown graphically in Exhibit "B", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 9th day of January, 2014

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Ar 

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned GC General Commercial to R-4 Multi-Family:

Gateway Subdivision, Lot 3D, Block 1

