

January 8, 2026

Item No. 9.2.

BVCAP HOME Agreement for 1015 Toledo Bend Drive

Sponsor: David Brower

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity

Recommendation(s): Staff recommends approval.

Summary: The City of College Station annually receives the HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development. HOME is utilized to address the growing need for more affordable, decent housing units, creating a suitable living environment, and expanding economic opportunities, principally for low- and moderate-income residents. RFP 26-020 was released seeking proposals to develop affordable housing.

One response was received from Brazos Valley Community Action Programs (BVCAP). BVCAP currently has a rental program that includes ownership and management of multiple properties that provide affordable rental opportunities. Their proposal includes the expansion of their current rental program to include a three-bedroom, single-family house located at 1015 Toledo Bend Drive.

This contract will grant funds to BVCAP in the amount of \$320,000.00. With these funds, BVCAP will acquire 1015 Toledo Bend Drive with the intent of rehabilitating the house, as needed, and making it available for lease to an income-eligible household.

Budget & Financial Summary: This contract commits \$320,000.00 of unobligated HOME funds from Program Year 2024. These funds will be provided to BVCAP on a reimbursement basis and are budgeted and available through the Community Development FY 2025 Federal HOME Investment Partnerships Grant budget.

Attachments:

1. HOME Agreement 1015 Toledo Bend Drive_12.18.25



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300202 PROJECT #: CD2611 BID/RFP/RFQ#: RFP 26-020

Project Name / Contract Description: BVCAP 1015 Toledo Bend Drive- A Funding Agreement with Brazos Valley Community Action Programs (BVCAP) for the acquisition and minor rehabilitation of an LMI rental unit. This funding agreement allocates HOME funds to the acquisition and rehabilitation of a SF residence at 1015 Toledo Bend Drive.

Name of Contractor: Brazos Valley Community Action Programs

CONTRACT TOTAL VALUE: \$ \$320,000.00 **Grant Funded** Yes No

If yes, what is the grant number: M-22&23-MC-48-0219

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

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

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
The 2026 Affordable Housing RFP was posted on October 28th, 2025 seeking eligible affordable housing projects and was received back November 17th, 2025 with one response. These funds are allocated from the FY 23 and 24 Community Development Budget. This Funding Agreement accounts for \$320,000.00, the total amount included in the contract, to be funded in full with the City's HOME Investment Partnerships Grant.

(If required)*
CRC Approval Date*: n/a **Council Approval Date*:** 01/08/26 **Agenda Item No*:** _____

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

Insurance Certificates: DDV **Performance Bond:** n/a **Payment Bond:** n/a **Info Tech:** n/a

SIGNATURES RECOMMENDING APPROVAL

Anthony Armstrong 12/8/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

Jim Keister 12/8/2025
ASST CITY MGR – CFO DATE

David Purnell 12/8/2025
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

n/a
MAYOR (if applicable) DATE

n/a
CITY SECRETARY (if applicable) DATE

**CITY OF COLLEGE STATION
HOME INVESTMENT PARTNERSHIP FUNDING AGREEMENT**

**ARTICLE I
PARTIES**

1.01 This HOME Allocation of Funding Agreement (the “Agreement”) is between the **City of College Station** (“City”), a **Texas Home Rule Municipal Corporation**, and Brazos Valley Community Action Programs (“Sub-Recipient”), a Texas Non-Profit Corporation (collectively referred to as the “Parties”).

**ARTICLE II
AGREEMENT PERIOD**

2.01 This Agreement will terminate on January 8, 2028, unless extended by a written agreement. This Agreement will remain valid throughout the “Period of Affordability” as defined in 22.02.

**ARTICLE III
SUB-RECIPIENT PERFORMANCE**

3.01 Sub-Recipient shall complete at least one Project consisting of the acquisition and rehabilitation of 1015 Toledo Bend Drive, College Station, TX 77845, and provide no less than one (1) affordable unit to be rented to households at or below 60% of the Area Median Income (AMI) (“Project” or “Projects”) in the City of College Station in accordance with the HOME INVESTMENT PARTNERSHIPS ACT, 42 U.S.C. § 12701 (THE ACT) and the implementing regulations, 24 C.F.R. PART 92, and the HOME INVESTMENT PARTNERSHIPS PROGRAM RULES.

3.02 Sub-Recipient shall perform the Project and all activities in accordance with the terms of the performance statement hereto incorporated here as **Exhibit A**, (“Performance Statement”); the budget hereto incorporated here as **Exhibit B**, (“Budget”); the project implementation schedule hereto incorporated here as **Exhibit C**, (“Project Implementation Schedule”); the applicable laws and regulations hereto incorporated here as **Exhibit D**, (“Applicable Laws and Regulations”); the certifications hereto incorporated here as **Exhibit E**, (“Certifications”); the insurance requirements and certificates of insurance hereto incorporated here as **Exhibit F** (“Insurance Requirements and Certificates of Insurance”), the assurances, covenants, warranties, certifications, and all other statements made by Sub-Recipient in its application for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

3.03 In the event the affordability requirements of 24 C.F.R. § 92.254 are not satisfied by Sub-Recipient hereunder, Sub-Recipient shall bear ultimate responsibility for repayment of HOME funds to the City.

3.04 In the event that there is program income, repayments, or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503, as outlined in the Performance Statement, “**Exhibit A**”.

3.05 If applicable, Sub-Recipient agrees that all prospective purchasers of housing funded under this Agreement will comply with the City of College Station Down Payment Assistance Program (DAP) guidelines.

**ARTICLE IV
PAYMENT AND CITY OBLIGATIONS**

4.01 Project Costs. In consideration of full and satisfactory performance of the activities referred to in Article V of this Agreement, City may reimburse for actual and reasonable costs up to the amount of THREE HUNDRED TWENTY THOUSAND and 00/100 DOLLARS (\$ 320,000.00) that will be paid from the Fiscal Year 23 & 24 Community Development Budget (HUD Grant Year 22 & 23). These costs incurred by Sub-Recipient during the Agreement Period for performances rendered under this Agreement by Sub-Recipient are subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations to meet City's liabilities under Article IV of this Agreement are contingent upon the actual receipt of adequate local or federal funds. If adequate funds are not available to make payments under this Agreement, the City shall notify Sub-Recipient in writing within a reasonable time after it is determined funds are not available. The City shall then terminate this Agreement and will not be liable for failure to make payments to Sub-Recipient under this Agreement.
- (b) City shall not be liable to Sub-Recipient for any costs incurred by Sub-Recipient, or any portion thereof, which have been paid to Sub-Recipient or which are subject to payment to Sub-Recipient, or which have been reimbursed to Sub-Recipient, or are subject to reimbursement to Sub-Recipient, by any source other than City or Sub-Recipient.
- (c) City shall not be liable to Sub-Recipient for any costs incurred by Sub-Recipient which are not eligible project costs, as set forth in 24 C.F.R. § 92.206(A) and Article VI of this Agreement. Funds provided under this Agreement shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 C.F.R. § 92.214.
- (d) City shall not be liable to Sub-Recipient for any costs incurred by Sub-Recipient or for any performances rendered by Sub-Recipient which are not strictly in accordance with the terms of this Agreement, including the terms of the Exhibits of this Agreement.
- (e) City shall not be liable for costs incurred or performance rendered by Sub-Recipient before commencement or after termination of this Agreement.

4.02 Limit of Liability

- (a) **Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by City under this Agreement shall under no circumstances exceed**

THREE HUNDRED TWENTY THOUSAND _____ and ⁰⁰ /100 Dollars,
(\$ 320,000.00), from the HUD Grant Year 22 & 23 Budget.

Article V DISBURSEMENT OF FUNDS

5.01 City shall pay costs incurred which it determines are eligible in its sole discretion and which are properly submitted under this Agreement in accordance with the requirements of 24 C.F.R. § 92.502. Sub-Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred and may not include amounts for prospective or future needs.

5.02 Any and all Program Income as defined by 24 C.F.R. § 84.2 must be disbursed by Sub-Recipient prior to requesting a disbursement of funds from the City.

5.03 The Parties agree that City's obligations to make payments under this Agreement are contingent upon Sub-Recipient's full and satisfactory performance of its obligations under this Agreement. City reserves the right to recover, recapture or offset funds paid under this Agreement in the event City determines Sub-Recipient will be unable to commit or expend funds within the prescribed time, as determined by the City. Sub-Recipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

ARTICLE VI UNIFORM ADMINISTRATIVE REQUIREMENTS

6.01 Sub-Recipient shall comply with the requirements of 24 C.F.R. 200, including utilization of adequate internal controls, as modified by 24 C.F.R. §92.505.

ARTICLE VII RETENTION AND ACCESSIBILITY OF RECORDS

7.01 Sub-Recipient must establish and maintain sufficient records, including those listed under 24 C.F.R. § 92.508. The sufficiency of the records will be determined by City.

7.02 All records pertinent to this Agreement shall be retained by Sub-Recipient for five calendar years after the Period of Affordability, specified in Section 22.02, has expired with the following are exceptions:

- (a)** If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.

- (b) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 C.F.R. § 92.353.

7.03 Sub-Recipient shall give HUD, the Comptroller General of the United States, the City of College Station, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Sub-Recipient pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Sub-Recipient. Sub-Recipient agrees to maintain such records in a location accessible to the above-named persons and entities.

7.04 Sub-Recipient shall require the substance of this Article VII to be included in all subcontracts for the use of funds under this Agreement.

7.05 Sub-Recipient must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the TEXAS PUBLIC INFORMATION ACT.

ARTICLE VIII REPORTING REQUIREMENTS

8.01 Sub-Recipient shall submit to City such reports on the operation and performance of this Agreement as may be required by City including, but not limited to the reports specified in this Article VIII.

8.02 Sub-Recipient shall provide City with all reports necessary for City's compliance with 24 C.F.R. §§ 92.508, 92.509 and 24 C.F.R. SUBPART K or any other applicable statute, law or regulation. Sub-Recipient agrees to furnish the City with information on program participants, including: income verifications, race, ethnicity, age, sex, family status, disability status and head-of-household status.

8.03 Sub-Recipient will report any project or program delays or modifications and await City approval before proceeding.

8.04 Sub-Recipient will also report any instances of client fraud or program abuse to the City. Sub-Recipient agrees to meet with the City to discuss progress or concerns as the need arises and at the City's request.

8.05 Sub-Recipient agrees to report on a semi-annual basis to the City on program or project status. This must be a written report of the status on recently completed, ongoing, and pre-approved programs or projects and must include information for the reporting period to include the status on: applicant approvals/denials; projects/programs approved; fund disbursements; project bidding information; property sales; contractor/subcontractors utilization to include: race, sex, ethnicity, addresses, social security numbers and amounts billed and paid; use of program income, repayments, and recaptured funds; and other information as specified by the City.

8.06 In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Sub-Recipient fails to submit to City in a timely and satisfactory manner any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Sub-Recipient hereunder. If City withholds such payments, it shall notify Sub-Recipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Sub-Recipient fully cures or performs any and all delinquent obligations identified as the reason funds are withheld.

ARTICLE IX MONITORING

9.01 The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. After each monitoring visit, City shall provide Sub-Recipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Sub-Recipient's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-Recipient. Failure by Sub-Recipient to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Article XVIII and XIX of this Agreement.

ARTICLE X INDEPENDENT CONTRACTOR

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

10.02 The Sub-Recipient 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 Sub-Recipient from its obligations to the City under this Agreement. The Sub-Recipient shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to the City, to act as the Sub-Recipient's representative and to supervise its employees and subcontractors. Adequate supervision by competent and reasonable representatives of the Sub-Recipient is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Sub-Recipient and is a breach of this Agreement.

10.03 Unless otherwise stipulated, the Sub-Recipient 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 Sub-Recipient. It shall be the responsibility of the Sub-Recipient to furnish a completed work product that meets the requirements of the City.

10.04 Any injury or damage to the Sub-Recipient 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 Sub-Recipient.

10.05 By entering into this Agreement, City and Sub-Recipient do not intend to create a joint enterprise.

ARTICLE XI INDEMNIFICATION AND RELEASE

11.01 SUB-RECIPIENT 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 AGREEMENT. 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.

11.02 The indemnifications contained in section 11.01 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 Sub-Recipient, then the Sub-Recipient shall indemnify and hold harmless and defend the City for such damage.**
- (b) The Sub-Recipient 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 Sub-Recipient shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Sub-Recipient, its agents, employees, and representatives.**
- (d) The Sub-Recipient shall be responsible for any damage to the building caused by the Sub-Recipient's personnel or equipment during installation.**
- (e) The Sub-Recipient shall be responsible for the removal of all related debris.**

- (f) The Sub-Recipient shall be responsible for subcontractors hired by it.
- (g) The Sub-Recipient shall indemnify, hold harmless, and defend the City from any liability caused by the Sub-Recipient'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.

11.03 The indemnification obligations of the Sub-Recipient 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.

11.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 11.01, 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. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

11.05 RELEASE. The Sub-Recipient 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 Sub-Recipient'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 Sub-Recipient, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

11.06 BY ENTERING INTO THIS AGREEMENT THE CITY DOES NOT WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES CONTAINED IN THE TEXAS TORT CLAIMS ACT OR CONSENT TO SUIT.

ARTICLE XII INSURANCE

12.01 INSURANCE The Sub-Recipient 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 Sub-Recipient, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached as **Exhibit F**.

During the term of this Agreement Contractor's (Sub-Recipient) insurance policies shall meet the minimum requirements of this section:

12.02 Types. Sub-Recipient shall have the following types of insurance:

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

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

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

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

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain

- (c) Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance
- (e) The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

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

12.06 Workers’ Compensation/Employer’s Liability Insurance. Workers Compensation/Employer’s Liability insurance shall include the following terms:

- (a) Employer’s Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required.
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
- (c) TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY”.

**ARTICLE XIII
SUBCONTRACTS**

13.01 Except for subcontracts to which the federal labor standards requirements apply, Sub-Recipient may not subcontract for performances of any obligation required or described in this Agreement without obtaining City’s prior written approval. Sub-Recipient shall only subcontract

for performance obligations required or described in this Agreement to which the federal labor standards requirements apply after Sub-Recipient has submitted a Subcontractor utilization form, as specified by City, for each such proposed subcontract and Sub-Recipient has obtained City's prior written approval, based on the information submitted, of Sub-Recipient's intent to enter into such proposed subcontract. Sub-Recipient, in subcontracting for the performance of any obligation required as described in this Agreement, expressly understands that in entering into such subcontracts, City is in no way liable to Sub-Recipient's subcontractor(s).

13.02 In no event shall any provision of this Article XII, specifically the requirement that Sub-Recipient obtain City's prior written approval of a subcontractor's eligibility, be construed as relieving Sub-Recipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by Sub-Recipient. City's approval under Article XII does not constitute adoption, ratification, or acceptance of Sub-Recipient's or subcontractor's performance hereunder. City maintains the right to insist upon Sub-Recipient's full compliance with the terms of this Agreement, and by the act of approval under Article XII, City does not waive any rights or remedies which, may exist or which may subsequently accrue to City under this Agreement.

13.03 Sub-Recipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurement under this Agreement.

13.04 Sub-Recipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

ARTICLE XIV CONFLICT OF INTEREST

14.01 No person who (a) is an employee, agent, consultant, officer or elected or appointed official of City or of any applicant that receives funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this Agreement or (b) who is in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any Agreement, subcontract or Agreement (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Sub-Recipient shall ensure compliance with applicable provisions under 24 C.F.R. §§ 84.40 - 84.48 and OMB Circular A-110 in the procurement of property and services.

ARTICLE XV NONDISCRIMINATION AND SECTARIAN ACTIVITY

15.01 Equal Opportunity. Sub-Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, age, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Agreement. In addition, funds provided under

this Agreement must be made available in accordance with the requirements of Section 3 of the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 USC 1701(u)) that:

- (a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this Agreement be given to low-income persons residing within the general local government area in which the project is located; and
- (b) To the greatest extent feasible, Agreements for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan area as the project.

15.02 Faith-based activities. Organization that are religious or faith-based are eligible, on the same basis as any other organization, to participate in HOME program in accordance with the requirement of 24 C.F.R. § 92.257.

ARTICLE XVI LEGAL AUTHORITY

16.01 Sub-Recipient assures and guarantees that Sub-Recipient possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services Sub-Recipient has obligated itself to perform hereunder.

16.02 The person or persons signing and executing this Agreement on behalf of Sub-Recipient, or representing themselves as signing and executing this Agreement on behalf of Sub-Recipient, do hereby warrant and guarantee that he, she or they have been duly authorized by Sub-Recipient to execute this Agreement on behalf of Sub-Recipient and to validly and legally bind Sub-Recipient to all terms, performances, and provisions herein set forth.

16.03 Sub-Recipient shall not employ, award Agreement to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this Agreement if Sub-Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Program.

ARTICLE XVII LITIGATION AND CLAIMS

17.01 Sub-Recipient shall give City immediate notice in writing of a) any action, including any proceeding before an administrative agency, brought or filed against Sub-Recipient in connection with this Agreement; and b) any claim against Sub-Recipient. Except as otherwise directed by City, Sub-Recipient shall furnish immediately to City copies of all documents received by Sub-

Recipient with respect to such action, proceeding, or claim.

ARTICLE XVIII CHANGES AND AMENDMENTS

18.01 Except as specifically provided otherwise in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both the Parties to this Agreement.

18.02 It is understood and agreed by the Parties hereto that any performance under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Sub-Recipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME Program.

18.03 Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulations. All other amendments to the Agreement must be in writing and signed by both Parties, except as provided in paragraphs 17.02 and 17.03.

ARTICLE XIX SUSPENSION

19.01 In the event Sub-Recipient fails to comply with any term of this Agreement, City may, upon written notification to Sub-Recipient, suspend this Agreement in whole or in part and withhold further payments to Sub-Recipient, and prohibit Sub-Recipient from incurring additional obligations of funds under this Agreement.

ARTICLE XX TERMINATION

20.01 The City may terminate this Agreement in whole or in part, in accordance with 24 C.F.R. § 85.43 and this Article or as provided in this Agreement. In the event Sub-Recipient materially fails as determined by City, to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Sub-Recipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.
- (c) Withhold further HOME awards from Sub-Recipient.
- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this Agreement.

- (e) City may terminate this Agreement for convenience in accordance with 24 C.F.R. §85.44.

ARTICLE XXI AUDIT

21.01 Unless otherwise directed by City, Sub-Recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject to the following conditions and limitations:

- (a) Sub-Recipient shall have an audit made in accordance with 24 C.F.R. § 92.506, THE SINGLE AUDIT ACT OF 1984, 31 U.S.C. 7501, and Subpart F of 2 C.F.R. 200., for any of its fiscal years included within the agreement Period, in which Sub-Recipient receives more than \$300,000.00 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;
- (b) At the option of Sub-Recipient, each audit required by this Article may cover either Sub-Recipient's entire operations or each department, agency, or establishment of Sub-Recipient which received, expended, or otherwise administered federal funds;
- (c) Notwithstanding paragraphs 4.01(c) and (d), Sub-Recipient shall utilize operating expense funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this Agreement, provided however that City shall not make payment for the cost of such audit services until City has received the complete and final audit report from Sub-Recipient;
- (d) Unless otherwise specifically authorized by City in writing, Sub-Recipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this Agreement. Audits performed under Subsection A of this Article XXI are subject to review and resolution by City or its authorized representative.
- (e) As part of its audit, Sub-Recipient shall verify expenditures according to the Budget attached as **Exhibit B**.

21.02 Notwithstanding 20.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. Sub-Recipient agrees to permit City or its authorized representative to audit Sub-Recipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

21.03 Sub-Recipient understands and agrees that it shall be liable to City for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement. Sub-

Recipient further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Sub-Recipient from funds which were not provided or otherwise made available to Sub-Recipient under this Agreement.

21.04 Sub-Recipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XXI as City may require of Sub-Recipient

21.05 All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

ARTICLE XXII ENVIRONMENTAL CLEARANCE REQUIREMENTS

22.01 Sub-Recipient understands and agrees that by the execution of this Agreement, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 C.F.R., PARTS 50 AND 58. In accordance with 24 C.F.R. § 58.77(b), Sub-Recipient further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

22.02 Funds provided under this Agreement may not be obligated and expended before the actions specified in this Article occur. Any Real Estate Purchase Option Agreement must include the following language: “This option is contingent upon satisfactory completion of an environmental review under 24 C.F.R. Part 58. The parties agree that the provision of any funds to the project is conditioned on the City’s determination to proceed with, modify, or cancel the project based on the results of the environmental review.”

22.03 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 C.F.R. PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). Sub-Recipient must also maintain a copy of the Environmental Review Record in Sub-Recipient's project file. City must comply with all other applicable environmental requirements as specified in **Exhibit D** of this Agreement. City shall document its compliance with such other requirements in its environmental review file.

ARTICLE XXIII SPECIAL CONDITIONS

23.01 Certification. City shall not release any funds for any costs incurred by Sub-Recipient under this Agreement until City has received certification from Sub-Recipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement and accounting for funds provided under this Agreement. City shall specify the content and form of such certification.

23.02 Affordability. Funds provided under this Agreement must meet the affordability requirement of 24 C.F.R. § 92.254 and the HOME rules as applicable. The period of affordability is based upon the total amount of HOME funds subject to recapture described in 24 C.F.R. § 92.254 (a) (5) (ii) (A) (5). The City shall reduce HOME investment amount to be recaptured by Sub-

Recipient on a pro-rata basis for the time the unit is in compliance with 24 C.F.R. § 92.254 and the HOME rules as applicable.

| Home Funds Subject to Recapture | Affordability Period |
|---------------------------------|----------------------|
| < \$15,000 | 5 years |
| \$15,000 - \$40,000 | 10 years |
| > \$40,000 | 15 years |

23.03 Recapture. The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price. The cost of construction is not considered in this calculation. Recaptured funds will include the amount provided through the City’s Down Payment Assistance Program and the Sub-Recipient’s subsidy to the homebuyer equaling the difference between the fair market value and the sales price of the home. Sub-Recipient agrees that Sub-Recipient’s recaptured funds, including all interest and any other return on the investment of HOME funds, will be made to City pro-rata. The formula for Sub-Recipient’s recaptured funds is the funds received which are subject to recapture divided by the number of months in the period of affordability multiplied by the number of months that a home is not operated in accordance with the affordability requirement.

23.04 Property Standards. Sub-Recipient shall ensure that all housing assisted with funds provided under this Agreement shall meet the requirements of 24 C.F.R. § 92.251 for the duration of this Agreement.

23.05 Affirmative Marketing. Should funds from this Agreement be used in the construction of five (5) or more dwelling units, Sub-Recipient shall adopt Affirmative Marketing procedures and requirements. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 C.F.R. § 92.351. City will assess the efforts of the Sub-Recipient during the marketing of the units by use of compliance certification. Where a Sub-Recipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Sub-Recipient must provide City with an annual assessment of the Affirmative Marketing program of the development, if an Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Sub-Recipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Sub-Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

- (b) Records describing actions taken by the Sub-Recipient to affirmatively market housing and records to assess the results of these actions. Sub-Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Sub-Recipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Sub-Recipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Sub-Recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

23.06 Enforcement of Affordability. Sub-Recipient and City shall provide legally enforceable agreements consisting of a Real Estate Lien Note and Deed of Trust, containing remedies adequate to enforce the affordability requirements of 24 C.F.R. § 92.254, as applicable, for each activity assisted under this Agreement, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 C.F.R. § 92.254(a)(5) are subject to the requirements of 24 C.F.R. § 92.503. Sub-Recipient must provide along with the other legal instruments an Agreement of Affordability.

23.07 Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this Agreement shall revert to City. Sub-Recipient shall return these assets to City within seven (7) days after the date of termination.

23.08 Flood Hazards. Funds provided under this Agreement may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

23.09 Fair Housing. Sub-Recipient participating in the HOME program shall use affirmative fair housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing in accordance with 24 C.F.R. § Part 100.

23.10 Displacement, Relocation, and Acquisition. Sub-Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. Sub-Recipient must comply with the applicable provisions of 24 C.F.R. 92.353, 49 C.F.R. Part 24, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655).

23.11 Property Standards. Sub-Recipient shall ensure that all housing assisted with funds provided under this Agreement (1) shall meet the lead-based paint requirements in 24 C.F.R. § 92.355 upon project completion and (2) shall meet the requirements of 24 C.F.R. § 92.355 for the duration of this Agreement.

23.12 All documents necessary for the conveyance of real property, pursuant to the agreement, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

23.13 Funding under this Agreement is contingent upon Sub-Recipient meeting all terms, conditions of this Agreement.

23.14 This Agreement and the performance hereunder may not be assigned without the express written consent of City.

23.15 This Agreement is binding on Sub-Recipient's assigns and successors-in-interest.

ARTICLE XXIV ORAL AND WRITTEN AGREEMENTS

24.01 All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

24.02 The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by Sub-Recipient in accordance with Article III of this Agreement.

ARTICLE XXV VENUE

25.01 For purposes of litigation pursuant to this Agreement, venue shall lie in Brazos County, Texas

**ARTICLE XXVI
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**


26.01 Sub-Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of Sub-Recipient under this Agreement. Upon request by City, Sub-Recipient shall furnish satisfactory proof of its compliance herein.

26.02 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

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

List of Exhibits

- A. Performance Statement
- B. Budget
- C. Project Implementation Schedule
- D. Applicable Laws and Regulations
- E. Certifications
- F. Insurance Certificates

Brazos Valley Community Action Progra 

By: Harold Womble

Printed Name: Harold Womble

Title: Deputy Director

Date: 12/8/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

David Purnell

City Attorney

Date: 12/8/2025

Jill Eister

Assistant City Manager/CFO

Date: 12/8/2025

EXHIBIT A
PERFORMANCE STATEMENT

1. Sub-Recipient is awarded up to \$ 320,000.00 from the City of College Station FY 23 & 24 (HUD Grant Year 22 & 23) HOME Investment Partnerships Program. These funds must be used for at least one Project consisting of the acquisition and rehabilitation of 1015 Toledo Bend Drive, College Station, TX 77845, and provide no less than one (1) affordable unit to be rented to households at or below 60% of the Area Median Income (AMI)

2. **All construction shall be of a design approved by the City. The exterior of the Project must be a minimum of 25% brick and must have a garage or accessory storage structure of at least sixty four (64) square feet if lot size permits. All homes must meet deed restriction requirements and meet the characteristics of the neighborhood. All homes must be inspected and approved by City staff.**
3. A detailed Project Budget and cost breakdown shall be submitted by the Sub-Recipient to the City for review of each project for a cost or price analysis prior to the start of the project.
4. A final budget shall be submitted with HOME close-out information at the end of each project showing total costs and funding sources.
5. All work must be in compliance with current City of College Station Building Codes. Sub-Recipient shall dedicate all easements required by City including blanket easements which shall be substituted with as-built easements for all City utilities. All Projects must be substantially completed within one (1) year of the date of this Agreement.
6. All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.
7. Sub-Recipient must provide written notification of all subcontractors to City.
8. Upon completion of such construction Sub-Recipient must submit a copy of all receipts paid. At that point, the City will have 30 days to make payment on said receipts, not to exceed maximums established in **Exhibit B**, Budgets.
9. Within six (6) months from issuance of the Certificate of Occupancy, said HOME unit must be occupied by an eligible resident. Sub-Recipient is not prohibited from conducting a background check on credit history or criminal history.
10. Any program income, recaptured funds, or repayment of any funds must be immediately returned to the City of College Station. In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503. Recaptured funds will be subject to 24 C.F.R. § 92.254 (a)(5)(ii)(A)(2) reduced during affordability period, prorated monthly.

**EXHIBIT B
BUDGET**

SOURCES OF FUNDS:

| | |
|---|---------------------|
| Maximum Proceeds of grant under the agreement | <u>\$320,000.00</u> |
|---|---------------------|

USES OF FUNDS:

| | |
|------------------------|------------------|
| Acquisition Costs..... | \$285,000.00 |
| Developer Fees..... | \$32,000.00 |
| Other Soft Costs..... | \$3,000.00 |
| Total..... | \$320,000.00 |

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE

AGREEMENT START DATE: January 8, 2026

AGREEMENT END DATE: January 8, 2028

Construction Phase – Construction for this Project is scheduled to begin within one year of property acquisition with completion and certificate of occupancy date for all projects no later than January 8, 2028. The issuance of a building permit will constitute start of construction.

EXHIBIT D
THE APPLICABLE LAWS AND REGULATIONS

Sub-Recipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Sub-Recipient under this Agreement including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit D.

I. CIVIL RIGHTS

- THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 C.F.R. PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 C.F.R., 1958-1963 COMP., P. 652 AND 3 C.F.R., 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 C.F.R., PART 1;
- EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 C.F.R. PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF SUB-RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 C.F.R., PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 C.F.R. 107.60;
- THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 8;
- THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 C.F.R. 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 C.F.R., CHAPTER 60.
- THE REQUIREMENTS OF 24 C.F.R. 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, SUB-RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. SUB-RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE AGREEMENT OR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY AGREEMENTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.
- THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);
- SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 C.F.R., PART 8. BY SIGNING THIS

AGREEMENT, SUB-RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 C.F.R., PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

II. LEAD-BASED PAINT

- TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

III. ENVIRONMENTAL STANDARDS

- NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 C.F.R. PARTS 1500-1508;
- THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);
- EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);
- THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);
- EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).
- EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.
- THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);
- THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);
- THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C)(16 U.S.C. SEC. 1278(B) AND (C);
- THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D);
- FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.)
- 24 C.F.R. PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

IV. ACQUISITION/RELOCATION

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 C.F.R. PART 24, AND 24 C.F.R. SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990))

V. LABOR REQUIREMENTS

- AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333)
- COPELAND (ANTI-KICKBACK) ACT (40 USC 276C)
- FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.)
- DAVIS-BACON (PREVAILING WAGE) ACT (40 USC 3141-3148), AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)

VI. FEDERAL COMPLIANCE

- DEBARMENT AND SUSPENSION
 - A “CONTRACT AWARD” (SEE 2 CFR 180.220) MUST NOT BE MADE TO PARTIES LISTED ON THE GOVERNMENT-WIDE EXCLUSIONS IN THE SYSTEM FOR AWARD MANAGEMENT (SAM), IN ACCORDANCE WITH THE OMB GUIDELINES AT 2 CFR 180 THAT IMPLEMENT EXECUTIVE ORDERS 12549 (51 FR 6370; FEBRUARY 21, 1986) AND 12689 (54 FR 34131; AUGUST 18, 1989), “DEBARMENT AND SUSPENSION.” SAM EXCLUSIONS CONTAINS THE NAMES OF PARTIES DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED BY AGENCIES, AS WELL AS PARTIES DECLARED INELIGIBLE UNDER STATUTORY OR REGULATORY AUTHORITY OTHER THAN EXECUTIVE ORDER 12549. IN THE EVENT THIS AGREEMENT IS A “COVERED TRANSACTION” FOR THE PURPOSES OF 2 CFR PART 180 AND 2 CFR PART 3000, THE FOLLOWING PROVISIONS SHALL APPLY:
 - THIS AGREEMENT IS A COVERED TRANSACTION FOR PURPOSES OF 2 CFR PART 180 AND 2 CFR PART 3000. AS SUCH THE SUB-RECIPIENT IS REQUIRED TO VERIFY THAT NONE OF THE SUB-RECIPIENT, ITS PRINCIPALS (DEFINED AT 2 CFR § 180.995), OR ITS AFFILIATES (DEFINED AT 2 CFR § 180.905) ARE EXCLUDED (DEFINED AT 2 CFR § 180.940) OR DISQUALIFIED (DEFINED AT 2 CFR § 180.935).
 - THE SUB-RECIPIENT MUST COMPLY WITH 2 CFR PART 180, SUBPART C AND 2 CFR PART 3000, SUBPART C AND MUST INCLUDE A REQUIREMENT TO COMPLY WITH THESE REGULATIONS IN ANY LOWER TIER COVERED TRANSACTION IT ENTERS INTO.
 - THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT RELIED UPON BY THE CITY. IF IT IS LATER DETERMINED THAT THE SUB-RECIPIENT DID NOT COMPLY WITH 2 CFR PART 180, SUBPART C AND 2 CFR PART 3000, SUBPART C, IN ADDITION TO REMEDIES AVAILABLE TO THE CITY, THE FEDERAL GOVERNMENT MAY PURSUE AVAILABLE REMEDIES, INCLUDING BUT NOT LIMITED TO SUSPENSION AND/OR DEBARMENT.
 - SUB-RECIPIENT AGREES TO COMPLY WITH THE REQUIREMENTS OF 2 CFR PART 180, SUBPART C AND 2 CFR PART 3000, SUBPART C WHILE THIS CONTRACT IS IN EFFECT AND FURTHER AGREES TO INCLUDE A PROVISION REQUIRING SUCH COMPLIANCE IN ITS LOWER TIER COVERED TRANSACTIONS.
- DOMESTIC PREFERENCES FOR PROCUREMENTS.
 - § 200.322 OF 2 CFR 200 REQUIRES A SUB-RECIPIENT, AS APPROPRIATE AND TO THE EXTENT

CONSISTENT WITH LAW, AND TO THE GREATEST EXTENT PRACTICABLE UNDER AN AGREEMENT INVOLVING A FEDERAL AWARD OR FEDERAL FUNDS, PROVIDE A PREFERENCE FOR THE PURCHASE, ACQUISITION, OR USE OF GOODS, PRODUCTS, OR MATERIALS PRODUCED IN THE UNITED STATES (INCLUDING BUT NOT LIMITED TO IRON, ALUMINUM, STEEL, CEMENT, AND OTHER MANUFACTURED PRODUCTS). THE REQUIREMENTS OF THIS SECTION MUST BE INCLUDED IN ALL SUBAWARDS INCLUDING ALL CONTRACTS AND PURCHASE ORDERS FOR WORK OR PRODUCTS UNDER THIS AWARD.

- FOR PURPOSES OF THE ABOVE SECTION:
 - “PRODUCED IN THE UNITED STATES” MEANS, FOR IRON AND STEEL PRODUCTS, THAT ALL MANUFACTURING PROCESSES, FROM THE INITIAL MELTING STAGE THROUGH THE APPLICATION OF COATINGS, OCCURRED IN THE UNITED STATES.
 - “MANUFACTURED PRODUCTS” MEANS ITEMS AND CONSTRUCTION MATERIALS COMPOSED IN WHOLE OR IN PART OF NON-FERROUS METALS SUCH AS ALUMINUM; PLASTICS AND POLYMER-BASED PRODUCTS SUCH AS POLYVINYL CHLORIDE PIPE; AGGREGATES SUCH AS CONCRETE; GLASS, INCLUDING OPTICAL FIBER; AND LUMBER.
- PROCUREMENT OF RECOVERED MATERIALS
 - UNDER 2 CFR 200.323, SUB-RECIPIENT MUST COMPLY WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT. IN THE EVENT THIS AGREEMENT IS FOR MORE THAN \$10,000, THE FOLLOWING PROVISION APPLIES:
 - IN THE PERFORMANCE OF THIS AGREEMENT, THE SUB-RECIPIENT SHALL MAKE MAXIMUM USE OF PRODUCTS CONTAINING RECOVERED MATERIALS THAT ARE EPA DESIGNATED ITEMS UNLESS THE PRODUCT CANNOT BE ACQUIRED:
 - (1) COMPETITIVELY WITHIN A TIMEFRAME PROVIDING FOR COMPLIANCE WITH THE CONTRACT PERFORMANCE SCHEDULE;
 - (2) MEETING CONTRACT PERFORMANCE REQUIREMENTS; OR
 - (3) AT A REASONABLE PRICE.
 - INFORMATION ABOUT THIS REQUIREMENT, ALONG WITH THE LIST OF EPA DESIGNATED ITEMS, IS AVAILABLE AT EPA’S COMPREHENSIVE PROCUREMENT GUIDELINES WEBSITE, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).
 - THE SUB-RECIPIENT ALSO AGREES TO COMPLY WITH ALL OTHER APPLICABLE REQUIREMENTS OF SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT.
- FEDERAL SEAL, LOGO, AND FLAGS
 - THE SUB-RECIPIENT SHALL NOT USE ANY FEDERAL GOVERNMENT SEAL(S), LOGOS, CRESTS, OR REPRODUCTIONS OF FLAGS OR LIKENESSES OF ANY FEDERAL GOVERNMENT AGENCY OFFICIALS WITHOUT SPECIFIC FEDERAL GOVERNMENT PRE-APPROVAL.

EXHIBIT E
CERTIFICATION REGARDING LOBBYING FOR
AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and agreements under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT F
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2025

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

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

| | | | |
|--|---|---|------------------------------------|
| PRODUCER ANCO Insurance PO Box 3889 Bryan TX 77805 | CONTACT NAME: Cheryl Murski PHONE (A/C, No, Ext): 979-774-6259 E-MAIL ADDRESS: murski@anco.com | | FAX (A/C, No): 979-774-5372 |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED BVCAP - Brazos Valley Community Action Programs P.O. Box 4128 Bryan TX 77805 | BVCABRA-01 | INSURER A : Philadelphia Insurance Compani | 18058 |
| | | INSURER B : Texas Mutual Insurance Company | 22945 |
| | | INSURER C : | |
| | | INSURER D : | |
| | | INSURER E : | |

COVERAGES

CERTIFICATE NUMBER: 1830239072

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | PHPK2606061-008 | 9/30/2025 | 9/30/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK2606061-008 | 9/30/2025 | 9/30/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB882769-008 | 9/30/2025 | 9/30/2026 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| B | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 0002100480 | 6/30/2025 | 6/30/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
 Risk Management
 P.O. Box 9960
 College Station TX 77842
 USA

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Blanket - As Required by Written Contract

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
 2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
 4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or
 5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.
- B.** The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".
- C.** This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- D.** There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.
- E.** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- F.** The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- G.** A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

- H.** The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.

- I.** The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

- 1.** Which occurs prior to the date your contract is effective with such person or organization;
- 2.** Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or
- 3.** Which occurs after you returned the leased or rented "auto" to the lessor or the policy period ends, whichever occurs first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

| Coverage Applicable | Limit of Insurance | Page # |
|--|---|---------------|
| Who is An Insured | | 2 |
| Board Members | Included | |
| Newly Acquired Entities | Included | |
| Designated Insured | Included | |
| Lessor of Leased Autos | Included | |
| Cost of Bail Bonds | \$5,000 | 2 |
| Reasonable Expenses – Loss of Earnings | \$500 per day | 2 |
| Fellow Employee Coverage | Amended | 3 |
| Towing | \$100 per disablement | 3 |
| Glass Breakage (Windshields and Windows) | No deductible applies | 3 |
| Transportation Expenses | \$100 per day / \$3,000 maximum | 3 |
| Hired Auto Physical Damage – Loss of Use | \$100 per day / \$1,000 maximum | 3 |
| Hired Auto Physical Damage | ACV or repair or replacement of the vehicle whichever is less | 4 |
| Personal Effects | \$500 | 4 |
| Rental Reimbursement | \$100 per day / 30 days | 4 |
| Accidental Discharge – Air Bag | Amended | 4 |
| Electronic Equipment | \$1000 | 5 |
| Original Equipment Manufacturer Parts Replacement | Included | 5 |
| Auto Loan / Lease Gap Coverage | Amended | 5 |
| One Comprehensive Coverage Deductible Per Occurrence | Amended | 6 |
| Notice of and Knowledge of Occurrence | Amended | 7 |
| Blanket Waiver of Subrogation | Amended (as required by written contract) | 7 |
| Unintentional Errors or Omissions | Amended | 7 |
| Mental Anguish – Bodily Injury Redefined | Amended | 7 |

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

Any deductible listed in the Auto Declarations Page will apply unless specific deductible provisions are set forth under a coverage enhancement below.

I. LIABILITY COVERAGE EXTENSIONS

A. Who Is An Insured

SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

1. **Board Members** – Board members (or their spouses) while renting a vehicle while on business for the named insured.
2. **Newly Acquired Entities** – Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following the acquisition or the formation of the business entity.
3. **Designated Insured** – Any person or organization designated by the "insured" is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **SECTION II** of the Coverage Form.
4. **Lessor of Leased Autos** – The lessor of a "leased auto" is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

Any "leased auto" in the policy schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement apply to any "leased auto" in the policy schedule until the expiration date of the lease, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

B. Cost of Bail Bonds

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Item (2) is deleted in its entirety and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

C. Reasonable Expenses

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Item (4) is deleted in its entirety and replaced with the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is deleted in its entirety and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply to any manager or officer of your company.

II. PHYSICAL DAMAGE COVERAGE EXTENSIONS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing is deleted in its entirety and replaced with the following:

2. Towing

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

B. Glass Breakage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles is amended by adding the following:

No deductible applies to "loss" to glass used in the windshield or windows.

C. Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is deleted in its entirety and replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expenses incurred by you because of a "loss" to a covered "auto." We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

D. Hired Auto Physical Damage – Loss of Use

The last sentence of **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is deleted in its entirety and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

E. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following extension:

Hired Auto Physical Damage

Any "auto" you lease, hire, rent or borrow from someone other than your "employees" or partners, or members of their household is a covered "auto" for each of your physical damage coverages.

The most we will pay for any "loss" in any one "accident" is the ACV or the cost for repair or replacement of the vehicle, whichever is less.

For each covered "auto" our obligation to pay will be reduced by a deductible of \$500 for Comprehensive Coverage and \$1000 for Collision Coverage.

F. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following extension:

Personal Effects Coverage

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

1. Owned by an "insured"; and
2. In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following extension:

Rental Reimbursement Coverage

We will pay up to \$100 per day, for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto."

We will also pay up to \$300 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto."

If "loss" results from the total theft of a covered "auto," we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under **Item III. C. Transportation Expenses** of this endorsement.

H. Accidental Discharge – Airbag Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph 3. is amended by adding the following exception:

This exclusion does not apply to the accidental discharge of an airbag. This coverage is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

I. Electronic Equipment Coverage

The following supersedes anything to the contrary in **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph 4.

Exclusions **4.c.** and **4.d.** do not apply to:

Any risk management or monitoring equipment and electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

The most we will pay for all "loss" to risk management or monitoring equipment, audio, visual or data electronic equipment that is not designed solely for the reproduction of sound and any accessories used with this equipment as a result of any one "accident" is the least of:

- a. The actual cash value of the damaged or stolen property at the time of the "loss";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$1,000.

This coverage will not apply if there is other insurance provided by this policy for the above-described electronic equipment. We will, however, pay any deductible, up to \$500, that is applicable under the provisions of the other insurance.

J. Original Equipment Manufacturer (OEM) Parts Replacement

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance, Paragraph 1. is amended to include:

However, if the covered "auto" has less than 20,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

K. Auto Loan / Lease Gap Protection

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended to include the following:

4. In the event of "loss" to a covered "auto" that is loaned or leased to an "insured":
 - a. The most we will pay for "loss" in any one "accident" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss";
or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like, kind and quality.
- b. Our Limit of Insurance for "total loss" will be the greater of:
- (1) The balance due under the terms of the lease or loan, to which your "auto" is subject but not including:
 - (a) Past due payments;
 - (b) Financial penalties imposed under the lease;
 - (c) Security deposits not refunded;
 - (d) Costs for extended warranties or insurance; or
 - (e) Final payment due under a "balloon loan"; or
 - (2) Actual cash value of the stolen or damaged property.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

c. Additional Definitions

- (1) "Total loss" for the purpose of this coverage, means a loss in which the estimated cost of repairs, plus the salvage value, exceeds the actual cash value.
- (2) "Balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

d. Additional Conditions

This coverage will apply only to the original lease or loan written on your covered "auto." In order for this coverage to apply, leased "autos" must be leased or rented to you under a leasing or rental agreement, for a period of not less than six months, which requires you to provide direct primary insurance for the benefit of the lessor.

L. One Comprehensive Coverage Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

Only one Comprehensive Coverage Deductible per occurrence will apply to any "loss" resulting from a covered peril.

For the purpose of this extension, occurrence means a single incident, including continuous or repeated exposure to substantially the same general harmful conditions within a 24-hour period.

III. BUSINESS AUTO CONDITIONS

A. Notice and Knowledge of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph a. is deleted in its entirety and replaced with the following:

a. In the event of “accident,” claim, “suit” or “loss,” you must give us, or our authorized representative, prompt notice of the “accident” or “loss.” Include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the “accident” or “loss” applies only when the “accident” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

B. Blanket Waiver Of Subrogation

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” arising out of the operation of a covered “auto” when you have assumed liability for such “bodily injury” or “property damage” under an “insured contract.”

C. Unintentional Errors or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

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

IV. DEFINITIONS

A. Mental Anguish

SECTION V – DEFINITIONS, C. "Bodily injury" is amended by adding the following:

“Bodily injury” also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTICE TO SCHEDULED ADDITIONAL INSURED OR CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART**
- PROFESSIONAL LIABILITY COVERAGE PART**
- COMMERCIAL CRIME COVERAGE PART**
- COMMERCIAL INLAND MARINE COVERAGE PART**
- COMMERCIAL PROPERTY COVERAGE PART**
- COMMERCIAL AUTOMOBILE COVERAGE PART**

SCHEDULE OF ADDITIONAL INSURED OR CERTIFICATE HOLDERS

| AI or CH | Additional Insured or Certificate Holder | Address |
|-----------------|---|----------------|
| AI | Blanket- As Required by | |
| | Written Contract | |

The following is added to **A. CANCELLATION** of the Common Policy Conditions of the above applicable coverage part:

- A.** In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice of cancellation to Additional Insureds or Certificate Holders, shown in the above SCHEDULE within the time frame listed below. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.
 1. 30 days before the effective date of cancellation if we cancel for any reason other than for non - payment of premium.

As respects Additional Insureds, the above cancellation provision applies only when the Additional Insured shown in the above **SCHEDULE** is added to the policy by a separate additional insured endorsement as the **CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER** does not provide additional insured coverage.

Philadelphia Indemnity Insurance Company
Additional Insured Schedule

Policy Number: PHPK2606061-008

City of College Station
Risk Management
PO Box 9960
College Station, TX 77842-7960

CG2026 - General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| <p>Name Of Additional Insured Person(s) Or Organization(s): City of College Station Risk Management</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| <p>Designated Construction Project(s): Loc 22 Bldg 1, 1015 Toledo Bend Dr, College Station, TX 77845</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 12/02/2025

Name of Person or Organization (Additional Insured):

City of College Station

Risk Management

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

| |
|---|
| <p>Named Insured: Brazos Valley Community Action Programs</p> <p>Endorsement Effective Date: 12/02/2025</p> |
|---|

SCHEDULE

| |
|---|
| <p>Name Of Person(s) Or Organization(s): SEE SCHEDULE PI-CA-044</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SCHEDULE - DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This schedule is used with endorsement CA 20 48 Designated Insured for Covered Autos Liability Coverage to provide additional space to complete the schedule.

SCHEDULE

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

City of College Station
Risk Management
PO Box 9960
College Station, TX 77842-7960

CA2048 - Commercial Automobile

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE
CONDITION**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

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

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and the Garage Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS POLICY CHANGES

Effective Date of Change: 12/02/2025
 Change Endorsement No.: 4 Revision No.: 4
 Named Insured: Brazos Valley Community Action Programs

The following item(s):

| | | |
|---|---------------------------------------|--|
| | Insured's Name | Insured's Mailing Address |
| | Policy Number | Company |
| | Effective/Expiration Date | Insured's Legal Status/Business of Insured |
| x | Additional Interested Parties | Premium Determination |
| x | Limits/Exposures | x Coverage Forms and Endorsements |
| | Covered Property/Location Description | Deductibles |
| | Rates | Classification/Class Codes |

is (are) changed to read **{See Additional Page(s)}**:

Path ID 19002457

The above amendments result in a change in the premium as follows:

| | NO CHANGES | TO BE ADJUSTED AT AUDIT | ADDITIONAL PREMIUM | RETURN PREMIUM |
|------------------------|------------|----------------------------|--------------------|----------------|
| | | | \$ 1,940.00 | \$ |
| Countersigned By: | | | | |
| Issue Date: 12/04/2025 | | | | |

(Authorized Agent)

POLICY CHANGES ENDORSEMENT DESCRIPTION

In consideration of the premium reflected, the policy is amended as indicated below:

Added location to all impacted coverage lines:

Loc 22 Bldg 1, 1015 Toledo Bend Dr, College Station, TX 77845

\$252,845 Building

\$22,727 Business Income-Basic

GL Class 63010- Dwelling-1 Fam (Lessor's Risk)

Premium Basis- 1 Dwelling

Added:

Additional Insured:

City of College Station

Risk Management

PO Box 9960

College Station, TX 77842

CG2503- Designated Construction Project(s) General Aggregate Limit

PI-CA-023- Primary And Noncontributory-Other Insurance Condition

Per attached

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, or the Capital Assets Program (Output Policy) Coverage Part with all property scheduled on the Scheduled Location Endorsement **OP 14 01**, the following applies with respect to that Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

Philadelphia Indemnity Insurance Company
Locations Schedule

Policy Number: PHPK2606061-008

| Prem. No. | Bldg. No. | Address |
|----------------------|----------------------|--|
| 0001 | 0001 | 1604 Stacey St Navasota, TX 77868-2641 |
| 0002 | 0001 | 711 N Houston Ave Bryan, TX 77803-4145 |
| 0003 | 0001 | 305 W Valverde St Brenham, TX 77833-4516 |
| 0004 | 0001 | 203 W 30th St Bryan, TX 77803-6923 |
| 0005 | 0001 | 1306 Barak Ln Bryan, TX 77802-3203 |
| 0006 | 0001 | 710 S Magnolia St Hearne, TX 77859-2859 |
| 0007 | 0001 | 600 Gerald St #200,202,300-305 Willis, TX 77378-3477 |
| 0008 | 0001 | 3341 & 3343 Lodgepole Cir College Station, TX 77845-5902 |
| 0009 | 0001 | 906 Kalanchoe Ct Units A & B College Station, TX 77840-4138 |
| 0010 | 0001 | 3308 & 3310 Lodgepole Cir College Station, TX 77845-5902 |
| 0011 | 0001 | 932 & 934 Willow Pond St College Station, TX 77845-7295 |
| 0012 | 0001 | 900 Camellia Ct Units A & B College Station, TX 77840-4125 |
| 0013 | 0001 | 929 & 931 Sun Meadow Ct College Station, TX 77845-7293 |
| 0014 | 0001 | 2809 Longmire Dr Units A,B,C,D College Station, TX 77845-5852 |
| 0015 | 0001 | 3984 Windfree Dr College Station, TX 77845-8373 |
| 0016 | 0001 | 1112 Waynesboro Court College Station, TX 77845-3997 |

Philadelphia Indemnity Insurance Company

Locations Schedule

Policy Number: PHPK2606061-008

| Prem. No. | Bldg. No. | Address |
|------------------|------------------|--|
| 0017 | 0001 | 3989 Windfree Dr College Station, TX 77845-8374 |
| 0018 | 0001 | 1000 Raney Ln Madisonville, TX 77864-7594 |
| 0019 | 0001 | 206 S Wright St Ste B Caldwell, TX 77836-1845 |
| 0020 | 0001 | 4001 E 29th St Ste 150,170 & 175 Bryan, TX 77802-4211 |
| 0021 | 0001 | 1002 W Brown St Hearne, TX 77859-3063 |
| 0022 | 0001 | 1015 Toledo Bend Dr College Station, TX 77845-7833 |

Philadelphia Indemnity Insurance Company
Additional Insured Schedule

Policy Number: PHPK2606061-008

Blanket-As Required by Written Contract

CG2026 - TX - Loc #1

CG2026 - TX - Loc #2

CG2026 - TX - Loc #3

CG2026 - TX - Loc #4

CG2026 - TX - Loc #5

CG2026 - TX - Loc #6

CG2026 - TX - Loc #7

CG2026 - TX - Loc #8

CG2026 - TX - Loc #9

CG2026 - TX - Loc #10

CG2026 - TX - Loc #11

CG2026 - TX - Loc #12

CG2026 - TX - Loc #13

CG2026 - TX - Loc #14

CG2026 - TX - Loc #15

CG2026 - TX - Loc #16

CG2026 - TX - Loc #17

CG2026 - TX - Loc #18

CG2026 - TX - Loc #19

CG2026 - TX - Loc #20

CG2026 - TX - Loc #21

Philadelphia Indemnity Insurance Company
Additional Insured Schedule

Policy Number: PHPK2606061-008

City of College Station
Risk Management
PO Box 9960
College Station, TX 77842-7960

CG2026 - General Liability

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Named Insured: Brazos Valley Community Action Programs

Agent # 2478

DESCRIPTION OF PREMISES:

| Prem. No. | Bldg. No. | Location, Fire Protection/Construction and Occupancy |
|-----------|-----------|--|
| 0001 | 001 | 1604 Stacey St Navasota, TX 77868-2641 SCHOOLS PC 03 MASONRY NON-COMBUSTIBLE |
| 0002 | 001 | 711 N Houston Ave Bryan, TX 77803-4145 School PC 01 FRAME |

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

| Prem. No. | Bldg. No. | Coverage | Limit of Insurance | Causes of (1) Loss Form | Coinsurance(2) | Deductible |
|-----------|-----------|---------------------------|--------------------|-------------------------|----------------|------------|
| 0001 | 001 | BUSINESS PERS PROPERTY | 120,000 | SPECIAL | 80% | 5,000 |
| 0001 | 001 | BUSINESS INCOME-BASIC (1) | 22,727 | SPECIAL | 80% | 72 HR. |
| 0002 | 001 | BUSINESS PERS PROPERTY | 120,000 | SPECIAL | 80% | 5,000 |
| 0002 | 001 | BUSINESS INCOME-BASIC (2) | 22,727 | SPECIAL | 80% | 72 HR. |

OPTIONAL COVERAGES:

| Prem. No. | Bldg. No. | Coverage | Agreed Value | | Replacement Cost | | Inflation Guard |
|-----------|-----------|------------------------|--------------|-----------------|------------------|-----|-----------------|
| | | | Amount | Expiration Date | Incl. Stock | | |
| 0001 | 001 | BUSINESS PERS PROPERTY | | | (X) | (X) | |
| 0002 | 001 | BUSINESS PERS PROPERTY | | | (X) | (X) | |

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

| Prem. No. | Bldg. No. | Agreed Value Date | Agreed Value Amount | Monthly Limit of Indemnity(Fraction) | Maximum Period of Indemnity | Extended Period of Indemnity (Days) |
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|

Deductible Exceptions: See CP0320

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limit on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Named Insured: Brazos Valley Community Action Programs

Agent # 2478

DESCRIPTION OF PREMISES:

| Prem. No. | Bldg. No. | Location, Fire Protection/Construction and Occupancy |
|-----------|-----------|---|
| 0003 | 001 | 305 W Valverde St Brenham, TX 77833-4516 School PC 03 FRAME |
| 0004 | 001 | 203 W 30th St Bryan, TX 77803-6923 CAFETERIA/MEALS ON WHEELS PC 01 FRAME |

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

| Prem. No. | Bldg. No. | Coverage | Limit of Insurance | Causes of (1) Loss Form | Coinsurance(2) | Deductible |
|-----------|-----------|---------------------------|--------------------|-------------------------|----------------|------------|
| 0003 | 001 | BUILDING | 680,269 | SPECIAL | 80% | 5,000 |
| 0003 | 001 | BUSINESS PERS PROPERTY | 120,000 | SPECIAL | 80% | 5,000 |
| 0003 | 001 | BUSINESS INCOME-BASIC (1) | 22,727 | SPECIAL | 80% | 72 HR. |
| 0004 | 001 | BUSINESS PERS PROPERTY | 150,000 | SPECIAL | 80% | 5,000 |
| 0004 | 001 | BUSINESS INCOME-BASIC (1) | 37,500 | SPECIAL | 80% | 72 HR. |

OPTIONAL COVERAGES:

| Prem. No. | Bldg. No. | Coverage | Agreed Value | | Replacement Cost | | Inflation Guard |
|-----------|-----------|------------------------|--------------|-----------------|------------------|-----|-----------------|
| | | | Amount | Expiration Date | Incl. Stock | | |
| 0003 | 001 | BUILDING | | | (X) | | |
| 0003 | 001 | BUSINESS PERS PROPERTY | | | (X) | (X) | |
| 0004 | 001 | BUSINESS PERS PROPERTY | | | (X) | (X) | |

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

| Prem. No. | Bldg. No. | Agreed Value Date | Agreed Value Amount | Monthly Limit of Indemnity(Fraction) | Maximum Period of Indemnity | Extended Period of Indemnity (Days) |
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|

Deductible Exceptions: See CP0320

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limit on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Named Insured: Brazos Valley Community Action Programs

Agent # 2478

DESCRIPTION OF PREMISES:

| Prem. No. | Bldg. No. | Location, Fire Protection/Construction and Occupancy |
|-----------|-----------|---|
| 0005 | 001 | 1306 Barak Ln Bryan, TX 77802-3203 School PC 01 FRAME |
| 0006 | 001 | 710 S Magnolia St Hearne, TX 77859-2859 School PC 06 FRAME |

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

| Prem. No. | Bldg. No. | Coverage | Limit of Insurance | Causes of (1) Loss Form | Coinsurance(2) | Deductible |
|-----------|-----------|---------------------------|--------------------|-------------------------|----------------|------------|
| 0005 | 001 | BUILDING | 684,595 | SPECIAL | 80% | 5,000 |
| 0005 | 001 | BUSINESS PERS PROPERTY | 120,000 | SPECIAL | 80% | 5,000 |
| 0005 | 001 | BUSINESS INCOME-BASIC (1) | 22,727 | SPECIAL | 80% | 72 HR. |
| 0006 | 001 | BUILDING | 757,349 | SPECIAL | 80% | 5,000 |
| 0006 | 001 | BUSINESS PERS PROPERTY | 145,000 | SPECIAL | 80% | 5,000 |
| 0006 | 001 | BUSINESS INCOME-BASIC (1) | 22,727 | SPECIAL | 80% | 72 HR. |

OPTIONAL COVERAGES:

| Prem. No. | Bldg. No. | Coverage | Agreed Value | | Replacement Cost | Inflation |
|-----------|-----------|------------------------|--------------|-----------------|------------------|-----------|
| | | | Amount | Expiration Date | Incl. Stock | Guard |
| 0005 | 001 | BUILDING | | | (X) | |
| 0005 | 001 | BUSINESS PERS PROPERTY | | | (X) | (X) |
| 0006 | 001 | BUILDING | | | (X) | |
| 0006 | 001 | BUSINESS PERS PROPERTY | | | (X) | (X) |

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

| Prem. No. | Bldg. No. | Agreed Value Date | Agreed Value Amount | Monthly Limit of Indemnity(Fraction) | Maximum Period of Indemnity | Extended Period of Indemnity (Days) |
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|

Deductible Exceptions: See CP0320

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limit on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Named Insured: Brazos Valley Community Action Programs

Agent # 2478

DESCRIPTION OF PREMISES:

| Prem. No. | Bldg. No. | Location, Fire Protection/Construction and Occupancy |
|-----------|-----------|--|
| 0007 | 001 | 600 Gerald St #200,202,300-305 Willis, TX 77378-3477 Office PC 01 FRAME |
| 0008 | 001 | 3341 & 3343 Lodgepole Cir College Station, TX 77845-5902 Duplex PC 01 FRAME |

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

| Prem. No. | Bldg. No. | Coverage | Limit of Insurance | Causes of (1) Loss Form | Coinsurance(2) | Deductible |
|-----------|-----------|---------------------------|--------------------|-------------------------|----------------|------------|
| 0007 | 001 | BUSINESS PERS PROPERTY | 40,000 | SPECIAL | 80% | 5,000 |
| 0007 | 001 | BUSINESS INCOME-BASIC (1) | 22,727 | SPECIAL | 80% | 72 HR. |
| 0008 | 001 | BUILDING | 205,384 | SPECIAL | 80% | 5,000 |
| 0008 | 001 | BUSINESS INCOME-BASIC (1) | 16,200 | SPECIAL | 80% | 72 HR. |

OPTIONAL COVERAGES:

| Prem. No. | Bldg. No. | Coverage | Agreed Value Amount | Expiration Date | Replacement Cost Incl. Stock | Inflation Guard |
|-----------|-----------|------------------------|------------------------|-----------------|---------------------------------|--------------------|
| 0007 | 001 | BUSINESS PERS PROPERTY | | | (X) | (X) |
| 0008 | 001 | BUILDING | | | (X) | |

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

| Prem. No. | Bldg. No. | Agreed Value Date | Agreed Value Amount | Monthly Limit of Indemnity(Fraction) | Maximum Period of Indemnity | Extended Period of Indemnity (Days) |
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|

Deductible Exceptions: See CP0320

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limit on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Named Insured: Brazos Valley Community Action Programs

Agent # 2478

DESCRIPTION OF PREMISES:

| Prem. No. | Bldg. No. | Location, Fire Protection/Construction and Occupancy |
|-----------|-----------|---|
| 0009 | 001 | 906 Kalanchoe Ct Units A & B College Station, TX 77840-4138 Duplex PC 01 FRAME |
| 0010 | 001 | 3308 & 3310 Lodgepole Cir College Station, TX 77845-5902 Duplex PC 01 FRAME |

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

| Prem. No. | Bldg. No. | Coverage | Limit of Insurance | Causes of (1) Loss Form | Coinsurance(2) | Deductible |
|-----------|-----------|---------------------------|--------------------|-------------------------|----------------|------------|
| 0009 | 001 | BUILDING | 307,665 | SPECIAL | 80% | 5,000 |
| 0009 | 001 | BUSINESS INCOME-BASIC (1) | 15,840 | SPECIAL | 80% | 72 HR. |
| 0010 | 001 | BUILDING | 225,058 | SPECIAL | 80% | 5,000 |
| 0010 | 001 | BUSINESS INCOME-BASIC (1) | 16,380 | SPECIAL | 80% | 72 HR. |

OPTIONAL COVERAGES:

| Prem. No. | Bldg. No. | Coverage | Agreed Value Amount | Expiration Date | Replacement Cost Incl. Stock | Inflation Guard |
|-----------|-----------|----------|------------------------|-----------------|---------------------------------|--------------------|
| 0009 | 001 | BUILDING | | | (X) | |
| 0010 | 001 | BUILDING | | | (X) | |

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

| Prem. No. | Bldg. No. | Agreed Value Date | Agreed Value Amount | Monthly Limit of Indemnity(Fraction) | Maximum Period of Indemnity | Extended Period of Indemnity (Days) |
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|

Deductible Exceptions: See CP0320

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limit on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Named Insured: Brazos Valley Community Action Programs

Agent # 2478

DESCRIPTION OF PREMISES:

| Prem. No. | Bldg. No. | Location, Fire Protection/Construction and Occupancy |
|-----------|-----------|--|
| 0011 | 001 | 932 & 934 Willow Pond St College Station, TX 77845-7295 Duplex PC 01 FRAME |
| 0012 | 001 | 900 Camellia Ct Units A & B College Station, TX 77840-4125 Duplex PC 01 FRAME |

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

| Prem. No. | Bldg. No. | Coverage | Limit of Insurance | Causes of (1) Loss Form | Coinsurance(2) | Deductible |
|-----------|-----------|---------------------------|--------------------|-------------------------|----------------|------------|
| 0011 | 001 | BUILDING | 344,569 | SPECIAL | 80% | 5,000 |
| 0011 | 001 | BUSINESS INCOME-BASIC (1) | 25,800 | SPECIAL | 80% | 72 HR. |
| 0012 | 001 | BUILDING | 300,298 | SPECIAL | 80% | 5,000 |
| 0012 | 001 | BUSINESS INCOME-BASIC (1) | 20,400 | SPECIAL | 80% | 72 HR. |

OPTIONAL COVERAGES:

| Prem. No. | Bldg. No. | Coverage | Agreed Value Amount | Expiration Date | Replacement Cost Incl. Stock | Inflation Guard |
|-----------|-----------|----------|------------------------|-----------------|---------------------------------|--------------------|
| 0011 | 001 | BUILDING | | | (X) | |
| 0012 | 001 | BUILDING | | | (X) | |

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

| Prem. No. | Bldg. No. | Agreed Value Date | Agreed Value Amount | Monthly Limit of Indemnity(Fraction) | Maximum Period of Indemnity | Extended Period of Indemnity (Days) |
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|

Deductible Exceptions: See CP0320

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limit on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Named Insured: Brazos Valley Community Action Programs

Agent # 2478

DESCRIPTION OF PREMISES:

| Prem. No. | Bldg. No. | Location, Fire Protection/Construction and Occupancy |
|-----------|-----------|---|
| 0013 | 001 | 929 & 931 Sun Meadow Ct College Station, TX 77845-7293 Duplex PC 01 FRAME |
| 0014 | 001 | 2809 Longmire Dr Units A,B,C,D College Station, TX 77845-5852 Duplex PC 01 FRAME |

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

| Prem. No. | Bldg. No. | Coverage | Limit of Insurance | Causes of (1) Loss Form | Coinsurance(2) | Deductible |
|-----------|-----------|---------------------------|--------------------|-------------------------|----------------|------------|
| 0013 | 001 | BUILDING | 344,569 | SPECIAL | 80% | 5,000 |
| 0013 | 001 | BUSINESS INCOME-BASIC (1) | 19,800 | SPECIAL | 80% | 72 HR. |
| 0014 | 001 | BUILDING | 425,202 | SPECIAL | 80% | 5,000 |
| 0014 | 001 | BUSINESS INCOME-BASIC (1) | 30,348 | SPECIAL | 80% | 72 HR. |

OPTIONAL COVERAGES:

| Prem. No. | Bldg. No. | Coverage | Agreed Value Amount | Expiration Date | Replacement Cost Incl. Stock | Inflation Guard |
|-----------|-----------|----------|------------------------|-----------------|---------------------------------|--------------------|
| 0013 | 001 | BUILDING | | | (X) | |
| 0014 | 001 | BUILDING | | | (X) | |

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

| Prem. No. | Bldg. No. | Agreed Value Date | Agreed Value Amount | Monthly Limit of Indemnity(Fraction) | Maximum Period of Indemnity | Extended Period of Indemnity (Days) |
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|

Deductible Exceptions: See CP0320

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limit on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Named Insured: Brazos Valley Community Action Programs

Agent # 2478

DESCRIPTION OF PREMISES:

| Prem. No. | Bldg. No. | Location, Fire Protection/Construction and Occupancy |
|-----------|-----------|--|
| 0015 | 001 | 3984 Windfree Dr College Station, TX 77845-8373 Single Family Home PC 01 FRAME |
| 0016 | 001 | 1112 Waynesboro Court College Station, TX 77845-3997 DWELLING-1 FAM (LESSOR'S RISK) PC 01 FRAME |

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

| Prem. No. | Bldg. No. | Coverage | Limit of Insurance | Causes of (1) Loss Form | Coinsurance(2) | Deductible |
|-----------|-----------|---------------------------|--------------------|-------------------------|----------------|------------|
| 0015 | 001 | BUILDING | 247,947 | SPECIAL | 80% | 5,000 |
| 0015 | 001 | BUSINESS INCOME-BASIC (1) | 1,620 | SPECIAL | 80% | 72 HR. |
| 0016 | 001 | BUILDING | 303,752 | SPECIAL | 80% | 5,000 |
| 0016 | 001 | BUSINESS INCOME-BASIC (1) | 16,800 | SPECIAL | 80% | 72 HR. |

OPTIONAL COVERAGES:

| Prem. No. | Bldg. No. | Coverage | Agreed Value Amount | Expiration Date | Replacement Cost Incl. Stock | Inflation Guard |
|-----------|-----------|----------|------------------------|-----------------|---------------------------------|--------------------|
| 0015 | 001 | BUILDING | | | (X) | |
| 0016 | 001 | BUILDING | | | (X) | |

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

| Prem. No. | Bldg. No. | Agreed Value Date | Agreed Value Amount | Monthly Limit of Indemnity(Fraction) | Maximum Period of Indemnity | Extended Period of Indemnity (Days) |
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|

Deductible Exceptions: See CP0320

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limit on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Named Insured: Brazos Valley Community Action Programs

Agent # 2478

DESCRIPTION OF PREMISES:

| Prem. No. | Bldg. No. | Location, Fire Protection/Construction and Occupancy |
|-----------|-----------|--|
| 0017 | 001 | 3989 Windfree Dr College Station, TX 77845-8374 DWELLINGS IN CONJUNC W/CLM PC 01 JOISTED MASONRY |
| 0018 | 001 | 1000 Raney Ln Madisonville, TX 77864-7594 SCHOOLS PC 07 FRAME |

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

| Prem. No. | Bldg. No. | Coverage | Limit of Insurance | Causes of (1) Loss Form | Coinsurance(2) | Deductible |
|-----------|-----------|---------------------------|--------------------|-------------------------|----------------|------------|
| 0017 | 001 | BUILDING | 247,747 | SPECIAL | 80% | 5,000 |
| 0017 | 001 | BUSINESS INCOME-BASIC (1) | 15,480 | SPECIAL | 80% | 72 HR. |
| 0018 | 001 | BUSINESS PERS PROPERTY | 80,000 | SPECIAL | 80% | 5,000 |
| 0018 | 001 | BUSINESS INCOME-BASIC (1) | 22,727 | SPECIAL | 80% | 72 HR. |

OPTIONAL COVERAGES:

| Prem. No. | Bldg. No. | Coverage | Agreed Value Amount | Expiration Date | Replacement Cost Incl. Stock | Inflation Guard |
|-----------|-----------|------------------------|---------------------|-----------------|------------------------------|-----------------|
| 0017 | 001 | BUILDING | | | (x) | |
| 0018 | 001 | BUSINESS PERS PROPERTY | | | (x) | (x) |

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

| Prem. No. | Bldg. No. | Agreed Value Date | Agreed Value Amount | Monthly Limit of Indemnity(Fraction) | Maximum Period of Indemnity | Extended Period of Indemnity (Days) |
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|

Deductible Exceptions: See CP0320

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limit on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Named Insured: Brazos Valley Community Action Programs

Agent # 2478

DESCRIPTION OF PREMISES:

| Prem. No. | Bldg. No. | Location, Fire Protection/Construction and Occupancy |
|-----------|-----------|--|
| 0019 | 001 | 206 S Wright St Ste B Caldwell, TX 77836-1845 SCHOOLS PC 06 FRAME |
| 0020 | 001 | 4001 E 29th St Ste 150,170 & 175 Bryan, TX 77802-4211 SCHOOLS PC 02 FRAME |

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

| Prem. No. | Bldg. No. | Coverage | Limit of Insurance | Causes of (1) Loss Form | Coinsurance(2) | Deductible |
|-----------|-----------|---------------------------|--------------------|-------------------------|----------------|------------|
| 0019 | 001 | BUSINESS PERS PROPERTY | 50,000 | SPECIAL | 80% | 5,000 |
| 0020 | 001 | BUSINESS PERS PROPERTY | 175,000 | SPECIAL | 80% | 5,000 |
| 0020 | 001 | BUSINESS INCOME-BASIC (1) | 22,727 | SPECIAL | 80% | 72 HR. |

OPTIONAL COVERAGES:

| Prem. No. | Bldg. No. | Coverage | Agreed Value | | Replacement Cost | | Inflation |
|-----------|-----------|------------------------|--------------|-----------------|------------------|-------------|-----------|
| | | | Amount | Expiration Date | Incl. Stock | Incl. Stock | Guard |
| 0019 | 001 | BUSINESS PERS PROPERTY | | | (X) | (X) | |
| 0020 | 001 | BUSINESS PERS PROPERTY | | | (X) | (X) | |

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

| Prem. No. | Bldg. No. | Agreed Value Date | Agreed Value Amount | Monthly Limit of Indemnity(Fraction) | Maximum Period of Indemnity | Extended Period of Indemnity (Days) |
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|

Deductible Exceptions: See CP0320

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limit on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Named Insured: Brazos Valley Community Action Programs

Agent # 2478

DESCRIPTION OF PREMISES:

| Prem. No. | Bldg. No. | Location, Fire Protection/Construction and Occupancy |
|-----------|-----------|--|
| 0021 | 001 | 1002 W Brown St Hearne, TX 77859-3063 HEALTH CARE FACILITIES PC 06 FRAME |
| 0022 | 001 | 1015 Toledo Bend Dr College Station, TX 77845-7833 DWELLINGS IN CONJUNC W/CLM PC 01 FRAME |

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

| Prem. No. | Bldg. No. | Coverage | Limit of Insurance | Causes of (1) Loss Form | Coinsurance(2) | Deductible |
|-----------|-----------|---------------------------|--------------------|-------------------------|----------------|------------|
| 0021 | 001 | BUILDING | 627,386 | SPECIAL | 80% | 5,000 |
| 0022 | 001 | BUILDING | 252,845 | SPECIAL | 80% | 5,000 |
| 0022 | 001 | BUSINESS INCOME-BASIC (1) | 22,727 | SPECIAL | 80% | 72 HR. |

OPTIONAL COVERAGES:

| Prem. No. | Bldg. No. | Coverage | Agreed Value Amount | Expiration Date | Replacement Cost Incl. Stock | Inflation Guard |
|-----------|-----------|----------|------------------------|-----------------|---------------------------------|--------------------|
| 0021 | 001 | BUILDING | | | (X) | |
| 0022 | 001 | BUILDING | | | (X) | |

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

| Prem. No. | Bldg. No. | Agreed Value Date | Agreed Value Amount | Monthly Limit of Indemnity(Fraction) | Maximum Period of Indemnity | Extended Period of Indemnity (Days) |
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|

Deductible Exceptions: See CP0320

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limit on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

Philadelphia Indemnity Insurance Company

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Named Insured: Brazos Valley Community Action Programs

Agent # 2478

DESCRIPTION OF PREMISES:

| | | |
|-----------|-----------|--|
| Prem. No. | Bldg. No. | Location, Fire Protection/Construction and Occupancy |
|-----------|-----------|--|

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

| Prem. No. | Bldg. No. | Coverage | Limit of Insurance | Causes of (1) Loss Form | Coinsurance(2) | Deductible |
|-----------|-----------|----------------|--------------------|-------------------------|----------------|------------|
| | | PROPERTY ELITE | | | | |

OPTIONAL COVERAGES:

| Prem. No. | Bldg. No. | Coverage | Agreed Value Amount | Expiration Date | Replacement Cost Incl. Stock | Inflation Guard |
|-----------|-----------|----------|---------------------|-----------------|------------------------------|-----------------|
|-----------|-----------|----------|---------------------|-----------------|------------------------------|-----------------|

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

| Prem. No. | Bldg. No. | Agreed Value Date | Agreed Value Amount | Monthly Limit of Indemnity(Fraction) | Maximum Period of Indemnity | Extended Period of Indemnity (Days) |
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|
|-----------|-----------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------------------------|

Deductible Exceptions: See CP0320

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limit on Loss Payment or Value Reporting Form Symbol

(5) 10% or \$5,000 minimum

Philadelphia Indemnity Insurance Company
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Agent # 2478

| Classifications | Code No. | Premium Basis | Rates | | Advance Premiums | |
|---|----------|----------------------------|----------------|----------------------|------------------|----------------------|
| | | | Prem./ Ops. | Prod./ Comp. Ops. | Prem./ Ops. | Prod./ Comp. Ops. |
| TX PREM NO. 001 DAY CARE CENTER-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT | 41716 | PERSON 62 | 3.851 | INCL | 240 | INCL |
| TX PREM NO. 001 PARK/PLAYGROUND PROD/COMP OP SUBJ TO GEN AGG LIMIT | 46671 | PARK/PLAYGR 1 | 705.827 | INCL | 709 | INCL |
| TX PREM NO. 002 DAY CARE CENTER-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT | 41716 | PERSON 62 | 3.851 | INCL | 240 | INCL |
| TX PREM NO. 002 PARK/PLAYGROUND PROD/COMP OP SUBJ TO GEN AGG LIMIT | 46671 | PARK/PLAYGR 1 | 705.827 | INCL | 709 | INCL |
| TX PREM NO. 003 DAY CARE CENTER-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT | 41716 | PERSON 62 | 3.851 | INCL | 240 | INCL |
| TX PREM NO. 003 PARK/PLAYGROUND PROD/COMP OP SUBJ TO GEN AGG LIMIT | 46671 | PARK/PLAYGR 1 | 705.827 | INCL | 709 | INCL |
| TX PREM NO. 004 CATERER | 11039 | GROSS SALES 890,500 | 2.130 | 0.331 | 1,905 | 296 |

Philadelphia Indemnity Insurance Company
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Agent # 2478

| Classifications | Code No. | Premium Basis | Rates | | Advance Premiums | |
|--|----------|----------------------|----------------|----------------------|------------------|----------------------|
| | | | Prem./ Ops. | Prod./ Comp. Ops. | Prem./ Ops. | Prod./ Comp. Ops. |
| TX PREM NO. 005 DAY CARE CENTER-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT | 41716 | PERSON 62 | 3.851 | INCL | 240 | INCL |
| TX PREM NO. 005 PARK/PLAYGROUND PROD/COMP OP SUBJ TO GEN AGG LIMIT | 46671 | PARK/PLAYGR 1 | 705.827 | INCL | 709 | INCL |
| TX PREM NO. 006 DAY CARE CENTER-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT | 41716 | PERSON 62 | 3.851 | INCL | 240 | INCL |
| TX PREM NO. 006 PARK/PLAYGROUND PROD/COMP OP SUBJ TO GEN AGG LIMIT | 46671 | PARK/PLAYGR 1 | 705.827 | INCL | 709 | INCL |
| TX PREM NO. 007 BLDG/PREMS-OFFICE-NOC-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT | 61227 | AREA 2,100 | 101.016 | INCL | 214 | INCL |
| TX PREM NO. 008 DWELLING-1 FAM (LESSOR'S RISK) PROD/COMP OP SUBJ TO GEN AGG LIMIT | 63010 | DWELLING 1 | 63.307 | INCL | 64 | INCL |
| TX PREM NO. 009 DWELLING-1 FAM (LESSOR'S RISK) PROD/COMP OP SUBJ TO GEN AGG LIMIT | 63010 | DWELLING 1 | 63.307 | INCL | 64 | INCL |

Philadelphia Indemnity Insurance Company
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Agent # 2478

| Classifications | Code No. | Premium Basis | Rates | | Advance Premiums Prem./ Ops. | Prod./ Comp. Ops. | Prod./ Comp. Ops. |
|--|----------|---------------|-------------|-------------------|------------------------------|-------------------|-------------------|
| | | | Prem./ Ops. | Prod./ Comp. Ops. | | | |
| TX PREM NO. 010 DWELLING-1 FAM (LESSOR'S RISK) PROD/COMP OP SUBJ TO GEN AGG LIMIT | 63010 | DWELLING | 1 | 63.307 | 64 | INCL | INCL |
| TX PREM NO. 011 DWELLING-1 FAM (LESSOR'S RISK) PROD/COMP OP SUBJ TO GEN AGG LIMIT | 63010 | DWELLING | 1 | 63.307 | 64 | INCL | INCL |
| TX PREM NO. 012 DWELLING-1 FAM (LESSOR'S RISK) PROD/COMP OP SUBJ TO GEN AGG LIMIT | 63010 | DWELLING | 1 | 63.307 | 64 | INCL | INCL |
| TX PREM NO. 013 DWELLING-1 FAM (LESSOR'S RISK) PROD/COMP OP SUBJ TO GEN AGG LIMIT | 63010 | DWELLING | 1 | 63.307 | 64 | INCL | INCL |
| TX PREM NO. 014 DWELLING-1 FAM (LESSOR'S RISK) PROD/COMP OP SUBJ TO GEN AGG LIMIT | 63010 | DWELLING | 1 | 63.307 | 64 | INCL | INCL |
| TX PREM NO. 015 DWELLING-1 FAM (LESSOR'S RISK) PROD/COMP OP SUBJ TO GEN AGG LIMIT | 63010 | DWELLING | 1 | 63.307 | 64 | INCL | INCL |
| TX PREM NO. 016 DWELLING-1 FAM (LESSOR'S RISK) PROD/COMP OP SUBJ TO GEN AGG LIMIT | 63010 | DWELLING | 1 | 63.307 | 64 | INCL | INCL |

Philadelphia Indemnity Insurance Company
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Agent # 2478

| Classifications | Code No. | Premium Basis | Rates | | Advance Premiums Prem./ Ops. | Prod./ Comp. Ops. | Prod./ Comp. Ops. |
|--|----------|---------------|-------------|-------------------|------------------------------|-------------------|-------------------|
| | | | Prem./ Ops. | Prod./ Comp. Ops. | | | |
| TX PREM NO. 017 DWELLING-1 FAM (LESSOR'S RISK) PROD/COMP OP SUBJ TO GEN AGG LIMIT | 63010 | DWELLING | 63.307 | INCL | 64 | INCL | INCL |
| TX PREM NO. 018 DAY CARE CENTER-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT | 41716 | PERSON | 3.851 | INCL | 197 | INCL | INCL |
| TX PREM NO. 018 PARK/PLAYGROUND PROD/COMP OP SUBJ TO GEN AGG LIMIT | 46671 | PARK/PLAYGR | 705.827 | INCL | 709 | INCL | INCL |
| TX PREM NO. 019 DAY CARE CENTER-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT | 41716 | PERSON | 3.851 | INCL | 240 | INCL | INCL |
| TX PREM NO. 019 PARK/PLAYGROUND PROD/COMP OP SUBJ TO GEN AGG LIMIT | 46671 | PARK/PLAYGR | 705.827 | INCL | 709 | INCL | INCL |
| TX PREM NO. 020 DAY CARE CENTER-NFP PROD/COMP OP SUBJ TO GEN AGG LIMIT | 41716 | PERSON | 3.851 | INCL | 240 | INCL | INCL |
| TX PREM NO. 020 PARK/PLAYGROUND PROD/COMP OP SUBJ TO GEN AGG LIMIT | 46671 | PARK/PLAYGR | 705.827 | INCL | 709 | INCL | INCL |

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2606061-008

Agent # 2478

| Classifications | Code No. | Premium Basis | Rates | | Advance Premiums Prem./ Ops. | Prod./ Comp. Ops. | Prod./ Comp. Ops. |
|---|----------|-------------------|-------------|-------------------|------------------------------|-------------------|-------------------|
| | | | Prem./ Ops. | Prod./ Comp. Ops. | | | |
| TX PREM NO. 020 SALES/SERVICE ORGANIZATION | 47367 | 80,000 PAYROLL | 0.565 | INCL | 46 | INCL | INCL |
| PROD/COMP OP SUBJ TO GEN AGG LIMIT | | | | | | | |
| TX PREM NO. 020 BLDG/PREMS-OFFICE-NOC-NFP | 61227 | 8,133 AREA | 101.016 | INCL | 829 | INCL | INCL |
| PROD/COMP OP SUBJ TO GEN AGG LIMIT | | | | | | | |
| TX PREM NO. 021 HEALTH CARE FACIL-OUTPATNT-NFP | 44440 | 2,880 AREA | 197.253 | INCL | 570 | INCL | INCL |
| PROD/COMP OP SUBJ TO GEN AGG LIMIT | | | | | | | |
| TX PREM NO. 022 DWELLING-1 FAM (LESSOR'S RISK) | 63010 | 1 DWELLING | 63.307 | INCL | 64 | INCL | INCL |
| PROD/COMP OP SUBJ TO GEN AGG LIMIT | | | | | | | |
| TX ADDL INS PRIMARY & NON-CONTRIBUTORY INS | | | | | INCL | | |
| TX LIABILITY DELUXE | 44444 | | | | 1,175 | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE DEDUCTIBLE FORM

(FIXED DOLLAR DEDUCTIBLES)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS' RISK COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY
TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE *

The Deductibles applicable to any one occurrence are shown below:

| Prem. No. | Bldg. No. | Deductible | Covered Causes of Loss ** |
|-----------|-----------|------------|---------------------------|
| 00001 | ALL | \$5,000 | (2) |
| 00001 | ALL | \$10,000 | (5) |
| 00002 | ALL | \$5,000 | (2) |
| 00002 | ALL | \$10,000 | (5) |
| 00003 | ALL | \$5,000 | (2) |
| 00003 | ALL | \$10,000 | (5) |
| 00004 | ALL | \$5,000 | (2) |
| 00004 | ALL | \$10,000 | (5) |
| 00005 | ALL | \$5,000 | (2) |
| 00005 | ALL | \$10,000 | (5) |
| 00006 | ALL | \$5,000 | (2) |
| 00006 | ALL | \$10,000 | (5) |

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

** For each deductible listed in this Schedule, enter the number corresponding to the Covered Cause(s) of Loss to which that deductible applies (or enter the description):

- (1) All Covered Causes of Loss
- (2) All Covered Causes of Loss **except** Windstorm or Hail
- (3) All Covered Causes of Loss **except** Theft
- (4) All Covered Causes of Loss **except** Windstorm or Hail and Theft
- (5) Windstorm or Hail
- (6) Theft

The following is added to the DEDUCTIBLE section:

- A.** In the event that loss or damage occurs to Covered Property at more than one building location as a result of one occurrence, the largest applicable deductible for that Covered Cause of Loss, shown in the Schedule above or in the Declarations, will apply.
- B.** The terms of this endorsement do not apply to any Earthquake Deductible or to any Windstorm or Hail Percentage Deductible provided elsewhere in this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE DEDUCTIBLE FORM

(FIXED DOLLAR DEDUCTIBLES)

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- BUILDERS' RISK COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY
- TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE *

The Deductibles applicable to any one occurrence are shown below:

| Prem. No. | Bldg. No. | Deductible | Covered Causes of Loss ** |
|-----------|-----------|------------|---------------------------|
| 00007 | ALL | \$5,000 | (2) |
| 00007 | ALL | \$10,000 | (5) |
| 00008 | ALL | \$5,000 | (2) |
| 00008 | ALL | \$10,000 | (5) |
| 00009 | ALL | \$5,000 | (2) |
| 00009 | ALL | \$10,000 | (5) |
| 00010 | ALL | \$5,000 | (2) |
| 00010 | ALL | \$10,000 | (5) |
| 00011 | ALL | \$5,000 | (2) |
| 00011 | ALL | \$10,000 | (5) |
| 00012 | ALL | \$5,000 | (2) |
| 00012 | ALL | \$10,000 | (5) |

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

** For each deductible listed in this Schedule, enter the number corresponding to the Covered Cause(s) of Loss to which that deductible applies (or enter the description):

- (1) All Covered Causes of Loss
- (2) All Covered Causes of Loss **except** Windstorm or Hail
- (3) All Covered Causes of Loss **except** Theft
- (4) All Covered Causes of Loss **except** Windstorm or Hail and Theft
- (5) Windstorm or Hail
- (6) Theft

The following is added to the DEDUCTIBLE section:

- A. In the event that loss or damage occurs to Covered Property at more than one building location as a result of one occurrence, the largest applicable deductible for that Covered Cause of Loss, shown in the Schedule above or in the Declarations, will apply.
- B. The terms of this endorsement do not apply to any Earthquake Deductible or to any Windstorm or Hail Percentage Deductible provided elsewhere in this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE DEDUCTIBLE FORM

(FIXED DOLLAR DEDUCTIBLES)

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- BUILDERS' RISK COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY
- TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE *

The Deductibles applicable to any one occurrence are shown below:

| Prem. No. | Bldg. No. | Deductible | Covered Causes of Loss ** |
|-----------|-----------|------------|---------------------------|
| 00013 | ALL | \$5,000 | (2) |
| 00013 | ALL | \$10,000 | (5) |
| 00014 | ALL | \$5,000 | (2) |
| 00014 | ALL | \$10,000 | (5) |
| 00015 | ALL | \$5,000 | (2) |
| 00015 | ALL | \$10,000 | (5) |
| 00016 | ALL | \$5,000 | (1) |
| 00017 | ALL | \$5,000 | (2) |
| 00017 | ALL | \$10,000 | (5) |
| 00018 | ALL | \$5,000 | (1) |
| 00019 | ALL | \$5,000 | (1) |
| 00020 | ALL | \$5,000 | (1) |

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

** For each deductible listed in this Schedule, enter the number corresponding to the Covered Cause(s) of Loss to which that deductible applies (or enter the description):

- (1) All Covered Causes of Loss
- (2) All Covered Causes of Loss **except** Windstorm or Hail
- (3) All Covered Causes of Loss **except** Theft
- (4) All Covered Causes of Loss **except** Windstorm or Hail and Theft
- (5) Windstorm or Hail
- (6) Theft

The following is added to the DEDUCTIBLE section:

- A. In the event that loss or damage occurs to Covered Property at more than one building location as a result of one occurrence, the largest applicable deductible for that Covered Cause of Loss, shown in the Schedule above or in the Declarations, will apply.
- B. The terms of this endorsement do not apply to any Earthquake Deductible or to any Windstorm or Hail Percentage Deductible provided elsewhere in this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE DEDUCTIBLE FORM

(FIXED DOLLAR DEDUCTIBLES)

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- BUILDERS' RISK COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY
- TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE *

The Deductibles applicable to any one occurrence are shown below:

| Prem. No. | Bldg. No. | Deductible | Covered Causes of Loss ** |
|-----------|-----------|------------|---------------------------|
| 00021 | ALL | \$5,000 | (2) |
| 00021 | ALL | \$10,000 | (5) |
| 00022 | ALL | \$5,000 | (2) |
| 00022 | ALL | \$10,000 | (5) |

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

** For each deductible listed in this Schedule, enter the number corresponding to the Covered Cause(s) of Loss to which that deductible applies (or enter the description):

- (1) All Covered Causes of Loss
- (2) All Covered Causes of Loss **except** Windstorm or Hail
- (3) All Covered Causes of Loss **except** Theft
- (4) All Covered Causes of Loss **except** Windstorm or Hail and Theft
- (5) Windstorm or Hail
- (6) Theft

The following is added to the DEDUCTIBLE section:

- A. In the event that loss or damage occurs to Covered Property at more than one building location as a result of one occurrence, the largest applicable deductible for that Covered Cause of Loss, shown in the Schedule above or in the Declarations, will apply.
- B. The terms of this endorsement do not apply to any Earthquake Deductible or to any Windstorm or Hail Percentage Deductible provided elsewhere in this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE ROOF ENDORSEMENT WITH COSMETIC DAMAGE EXCLUSION AND EQUIPMENT LIMITATION – TEXAS

This endorsement modifies insurance provided under the following:

- BUILDERS RISK COVERAGE FORM**
- BUILDING AND PERSONAL PROPERTY COVERAGE FORM**
- CONDOMINIUM ASSOCIATION COVERAGE FORM**
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**

SCHEDULE

| Premises Number | Building Number | Indicate Applicability (Paragraph A. and/or Paragraph B.) |
|--|------------------------|--|
| 00003 | 00001 | Paragraph B. |
| 00005 | 00001 | Paragraph B. |
| 00006 | 00001 | Paragraph B. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | |

- A.** The following applies with respect to loss or damage by a Covered Cause of Loss (including wind and hail if covered) to a building or structure identified in the **SCHEDULE** as being subject to this Paragraph **A.**:

Replacement Cost coverage (if otherwise applicable to such property) does not apply to roof surfacing. Instead, we will determine the value of roof surfacing at actual cash value as of the time of loss or damage.

- B.** The following applies with respect to loss or damage by wind and/or hail to a building or structure identified in the **SCHEDULE** as being subject to this Paragraph **B.**:

We will not pay for cosmetic damage to roof surfacing caused by wind and/or hail. For the purpose of this endorsement, cosmetic damage includes but is not limited to the wind and/or hail caused spatter/splatter marks, blemishes, dents, dings, dimples, chips, scratches, marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred either immediately or over time.

We will not pay for any microfracture or microcracking of any solar or photovoltaic module, panel or system located on the roof or any resulting business income from such damage.

- C.** For the purpose of this endorsement:

1. Roof surfacing includes but is not limited to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent caps, trim, drip edging, gutters, exhaust or gas piping.

Roof surfacing also includes any equipment attached or secured in any way to the roof including but not limited to heating and cooling units or any solar or photovoltaic module, panel or system.

2. Microfracture or microcracking means any crack or fracture in the panel of a solar or photovoltaic module, panel or system which may or may not be visible to the human eye.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE ROOF ENDORSEMENT WITH COSMETIC DAMAGE EXCLUSION AND EQUIPMENT LIMITATION – TEXAS

This endorsement modifies insurance provided under the following:

- BUILDERS RISK COVERAGE FORM**
- BUILDING AND PERSONAL PROPERTY COVERAGE FORM**
- CONDOMINIUM ASSOCIATION COVERAGE FORM**
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**

SCHEDULE

| Premises Number | Building Number | Indicate Applicability (Paragraph A. and/or Paragraph B.) |
|--|------------------------|--|
| 00008 | 00001 | Paragraph B. |
| 00009 | 00001 | Paragraph B. |
| 00010 | 00001 | Paragraph B. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | |

- A.** The following applies with respect to loss or damage by a Covered Cause of Loss (including wind and hail if covered) to a building or structure identified in the **SCHEDULE** as being subject to this Paragraph **A.**:

Replacement Cost coverage (if otherwise applicable to such property) does not apply to roof surfacing. Instead, we will determine the value of roof surfacing at actual cash value as of the time of loss or damage.

- B.** The following applies with respect to loss or damage by wind and/or hail to a building or structure identified in the **SCHEDULE** as being subject to this Paragraph **B.**:

We will not pay for cosmetic damage to roof surfacing caused by wind and/or hail. For the purpose of this endorsement, cosmetic damage includes but is not limited to the wind and/or hail caused spatter/splatter marks, blemishes, dents, dings, dimples, chips, scratches, marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred either immediately or over time.

We will not pay for any microfracture or microcracking of any solar or photovoltaic module, panel or system located on the roof or any resulting business income from such damage.

- C.** For the purpose of this endorsement:

1. Roof surfacing includes but is not limited to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent caps, trim, drip edging, gutters, exhaust or gas piping.

Roof surfacing also includes any equipment attached or secured in any way to the roof including but not limited to heating and cooling units or any solar or photovoltaic module, panel or system.

2. Microfracture or microcracking means any crack or fracture in the panel of a solar or photovoltaic module, panel or system which may or may not be visible to the human eye.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE ROOF ENDORSEMENT WITH COSMETIC DAMAGE EXCLUSION AND EQUIPMENT LIMITATION – TEXAS

This endorsement modifies insurance provided under the following:

- BUILDERS RISK COVERAGE FORM**
- BUILDING AND PERSONAL PROPERTY COVERAGE FORM**
- CONDOMINIUM ASSOCIATION COVERAGE FORM**
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**

SCHEDULE

| Premises Number | Building Number | Indicate Applicability (Paragraph A. and/or Paragraph B.) |
|--|------------------------|--|
| 00011 | 00001 | Paragraph B. |
| 00012 | 00001 | Paragraph B. |
| 00013 | 00001 | Paragraph B. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | |

- A.** The following applies with respect to loss or damage by a Covered Cause of Loss (including wind and hail if covered) to a building or structure identified in the **SCHEDULE** as being subject to this Paragraph **A.**:

Replacement Cost coverage (if otherwise applicable to such property) does not apply to roof surfacing. Instead, we will determine the value of roof surfacing at actual cash value as of the time of loss or damage.

- B.** The following applies with respect to loss or damage by wind and/or hail to a building or structure identified in the **SCHEDULE** as being subject to this Paragraph **B.**:

We will not pay for cosmetic damage to roof surfacing caused by wind and/or hail. For the purpose of this endorsement, cosmetic damage includes but is not limited to the wind and/or hail caused spatter/splatter marks, blemishes, dents, dings, dimples, chips, scratches, marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred either immediately or over time.

We will not pay for any microfracture or microcracking of any solar or photovoltaic module, panel or system located on the roof or any resulting business income from such damage.

- C.** For the purpose of this endorsement:

1. Roof surfacing includes but is not limited to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent caps, trim, drip edging, gutters, exhaust or gas piping.

Roof surfacing also includes any equipment attached or secured in any way to the roof including but not limited to heating and cooling units or any solar or photovoltaic module, panel or system.

2. Microfracture or microcracking means any crack or fracture in the panel of a solar or photovoltaic module, panel or system which may or may not be visible to the human eye.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE ROOF ENDORSEMENT WITH COSMETIC DAMAGE EXCLUSION AND EQUIPMENT LIMITATION – TEXAS

This endorsement modifies insurance provided under the following:

- BUILDERS RISK COVERAGE FORM**
- BUILDING AND PERSONAL PROPERTY COVERAGE FORM**
- CONDOMINIUM ASSOCIATION COVERAGE FORM**
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**

SCHEDULE

| Premises Number | Building Number | Indicate Applicability (Paragraph A. and/or Paragraph B.) |
|--|------------------------|--|
| 00014 | 00001 | Paragraph B. |
| 00015 | 00001 | Paragraph B. |
| 00022 | 00001 | Paragraph B. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | |

- A.** The following applies with respect to loss or damage by a Covered Cause of Loss (including wind and hail if covered) to a building or structure identified in the **SCHEDULE** as being subject to this Paragraph **A.**:

Replacement Cost coverage (if otherwise applicable to such property) does not apply to roof surfacing. Instead, we will determine the value of roof surfacing at actual cash value as of the time of loss or damage.

- B.** The following applies with respect to loss or damage by wind and/or hail to a building or structure identified in the **SCHEDULE** as being subject to this Paragraph **B.**:

We will not pay for cosmetic damage to roof surfacing caused by wind and/or hail. For the purpose of this endorsement, cosmetic damage includes but is not limited to the wind and/or hail caused spatter/splatter marks, blemishes, dents, dings, dimples, chips, scratches, marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred either immediately or over time.

We will not pay for any microfracture or microcracking of any solar or photovoltaic module, panel or system located on the roof or any resulting business income from such damage.

- C.** For the purpose of this endorsement:

1. Roof surfacing includes but is not limited to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent caps, trim, drip edging, gutters, exhaust or gas piping.

Roof surfacing also includes any equipment attached or secured in any way to the roof including but not limited to heating and cooling units or any solar or photovoltaic module, panel or system.

2. Microfracture or microcracking means any crack or fracture in the panel of a solar or photovoltaic module, panel or system which may or may not be visible to the human eye.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| <p>Name Of Additional Insured Person(s) Or Organization(s): City of College Station Risk Management</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| <p>Designated Construction Project(s): Loc 22 Bldg 1, 1015 Toledo Bend Dr, College Station, TX 77845</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 12/02/2025

Name of Person or Organization (Additional Insured):

City of College Station

Risk Management

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

| |
|---|
| Named Insured: Brazos Valley Community Action Programs |
| Endorsement Effective Date: 12/02/2025 |

SCHEDULE

| |
|--|
| Name Of Person(s) Or Organization(s): SEE SCHEDULE PI-CA-044 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SCHEDULE - DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This schedule is used with endorsement CA 20 48 Designated Insured for Covered Autos Liability Coverage to provide additional space to complete the schedule.

SCHEDULE

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

City of College Station
Risk Management
PO Box 9960
College Station, TX 77842-7960

CA2048 - Commercial Automobile

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE
CONDITION**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

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

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and the Garage Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".