



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

Internet: www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 287 987 474 175 | Passcode: gZw5cS

Phone: 469-480-7460 | Phone Conference: 168 564 318#

January 23, 2025

4:00 PM

City Hall Council Chambers

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

1. Call to Order.

2. Executive Session Agenda.

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

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

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

- a. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
- b. The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
- c. Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.
- d. Legal advice related to utility services and abatement regarding multifamily properties generally located between Harvey Road and Dominik Drive and between Holleman Drive and Anderson Street.
- e. Legal advice regarding ordinance violations by allowing more than four unrelated individuals to reside in a single-family dwelling unit.

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

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

- a. Approximately 28 acres of land generally located at Midtown Drive and Corporate Pkwy in the Midtown Business Park.
- b. Approximately 1.5 acres of land located 301 Patricia Street and review of the sealed bids submitted under bid number 24-073.
- c. Approximately 8 acres of land located at 1508 Harvey Road.
- d. Approximately 300 acres generally located at Corporate Parkway and Midtown Drive in the Midtown Business Park.

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

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

- a. City Secretary
- b. Council Self Evaluation

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

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

- a. Economic development agreement for a development generally located at the intersection of University Drive East and Tarrow Street.
- b. Economic development agreement for a development generally located at the intersection of University Drive and College Avenue.
- c. Economic development agreement with Fujifilm Diosynth Biotechnologies Texas, LLC, f/k/a Kalon Biotherapeutics LLC.

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

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

Speaker Protocol

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

5. Presentation - Proclamations, Awards, and Recognitions.

- 5.1. Presentation proclaiming the month of February 2025 as Walk Across Texas Month.

Sponsors: Barbara Moore
Attachments: 1. 25 Walk Across Texas!

6. Hear Visitors.

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

7. Consent Agenda.

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

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

- January 9, 2025 Council Meeting

Sponsors: Tanya Smith
Attachments: 1. CCM010925 DRAFT Minutes

7.2. Presentation, discussion, and possible action regarding the second and final renewal of the annual Price Agreement for electric fiberglass composite distribution poles with Techline, Inc. for \$1,648,379.71.

Sponsors: Timothy Crabb
Attachments: 1. 2330034R2 Techline Dist Poles Pricing
 2. 23300342_R2--LKP_(CC_1.23.25)

7.3. Presentation, discussion, and possible action on an aid-in-construction agreement with Bryan Texas Utilites (BTU), in the amount of \$165,508.30 for overhead power upgrades for the Water Wells 10,11,12 and Collection Line project.

Sponsors: Jennifer Cain
Attachments: 1. Well 10, 11, 12 BTU Construction Agreement - 2403-R-50924 5522
 Sims Lane CutOff
 2. Wells 10, 11, 12 BTU Cost Letter(Simms Lane)
 3. Well 10, 11, 12 Sims Lane CutOff -revised
 4. Well 10, 11, 12 ROW Easement(Simms Lane)
 5. Wells 10,11,12 and Collection Line

7.4. Presentation, discussion, and possible action on a Professional Services Contract with Freese and Nichols, Inc (FNI) for \$3,681,493 for the design and construction administration for the Carter Creek Wastewater Treatment Plant Improvements Project and a Resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Sponsors: Jennifer Cain
Attachments: 1. CCWWTP Improvements DRR 1-23-25
 2. CCWWTP Improvements Map
 3. CCWWTP Improvements Design Contract Vendor Signed

7.5. Presentation, discussion, and possible action regarding a resolution authorizing the submission of the Texas Parks and Wildlife Department Recreational Trails Grant application in the amount of \$300,000 for Texas Independence Park.

Sponsors: Kelsey Heiden
Attachments: 1. Grant Resolution_TPW

7.6. Presentation, discussion, and possible action regarding the City's Indefinite Delivery/ Indefinite Quantity (IDIQ) where identified firms will provide on-call, as needed, professional services to the City for Onsite Construction Representation.

Sponsors: Jennifer Cain

Attachments: None

7.7. Presentation, discussion, and possible action on the second and final renewal of an annual price agreement with BPI Materials, LLC not to exceed \$2,105,000 for the purchase of Type D Hot Mix Asphalt.

Sponsors: Emily Fisher

Attachments: 1. Original Bid Tabulation
2. Updated Unit Costs
3. 23300245R2--BW (CC 01.09.25)

7.8. Presentation, discussion, and possible action on a professional services contract with Freese and Nichols, Inc. in the amount of \$240,000 for a Regional Pumping and Regulatory Requirements Analysis to assess the effects of proposed regional groundwater pumping from the Simsboro aquifer on College Station's wells.

Sponsors: Gary Mechler

Attachments: 1. Contract #25300226

8. Workshop Agenda.

8.1. Presentation, discussion, and possible action related to the Capital Improvement Projects (CIP) update.

Sponsors: Jennifer Cain

Attachments: None

8.2. Presentation, discussion, and possible action regarding the creation of a council subcommittee on legislative affairs.

Sponsors: Ross Brady

Attachments: None

9. Regular Agenda.

9.1. Public Hearing, presentation, discussion, and possible action on Budget Amendment Number 1 amending the budget for Fiscal Year 2024-2025 for \$14,718,759.

Sponsors: Mary Ellen Leonard

Attachments: 1. FY25 Budget Amendment #1 Ordinance
2. FY25 Encumbrance Roll Summary

9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Mixed Residential to General Commercial for approximately 1.047 acres at 3423 Cain Road and 3197 Holleman Drive South.

Sponsors: Jeff Howell

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

9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R Rural & T Townhouse to T Townhouse (2.253 acres) & GC General Commercial (1.047 acres) for approximately 3.30 acres at 3417 & 3423 Cain Road and 3197 Holleman Drive South, generally located east of the intersection of Holleman Drive South and Cain Road.

Sponsors: Jeff Howell

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

9.4. Presentation, discussion, and possible action on Amendment No. 1 to the professional services contract with The Broussard Group, Inc. dba TBG Partners, not to exceed \$949,820 for the design and construction observation of Mabel Clare Thomas Park and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Sponsors: Jennifer Cain

- Attachments:
1. Mabel Clare Thomas Park Redevelopment DRR 1-23-25
 2. 23300656 Original Design Contract-Broussard Group-Thomas Park_Executed_8-22-2023
 3. Mabel Clare Thomas Park TBG Amendment 1 Vendor Signed

9.5. Presentation, discussion, and possible action on a deductive closeout change order with Vaughn Construction for \$10,960,655.48 for the cancelled construction contract on the Texas Independence Ballpark project.

Sponsors: Jennifer Cain

- Attachments:
1. TIBP Vaughn Closeout Change Order

9.6. Presentation, discussion, and possible action on the appointment of City Council members and Planning and Zoning Commissioners to the 2025 Comprehensive Plan Evaluation Committee.

Sponsors: Anthony Armstrong

Attachments: None

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

- Architectural Advisory Committee
- Arts Council
- Audit Committee
- BCS Library Board
- CDBG Public Service Agency Funding Review Committee
- Historic Preservation Committee
- Parks and Recreation Board (Chair Only)
- Spring Creek Local Government Corporation

Sponsors: Tanya Smith

Attachments: None

10. Items of Community Interest and Council Calendar.

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

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

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

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

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

13. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on January 17, 2025 at 5:00 p.m.



City Secretary

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

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

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

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

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

January 23, 2025
Item No. 5.1.
Brazos County Walk Across Texas Proclamation

Sponsor: Barbara Moore, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the month of February 2025 as Walk Across Texas Month.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Present the Brazos County Walk Across Texas team with a proclamation.

Summary: The Brazos County Walk Across Texas team will encourage our local community to participate in the Walk Across Texas fitness event that begins on January 25, 2025 and ends on March 21, 2025.

Budget & Financial Summary: N/A

Attachments:

1. 25 Walk Across Texas!



Proclamation

WHEREAS, it is never too late to start an active lifestyle. No matter how old you are, how unfit you feel or how long you have been inactive, research shows that starting a more active lifestyle now through regular, moderate activity can make you healthier and improve your quality of life; and

WHEREAS, regular physical activity reduces the risk of dying of coronary heart disease, the nation's leading cause of death and decreases the risk of stroke, colon cancer, diabetes and high blood pressure; and

WHEREAS, regular physical activity also helps to control weight; contributes to healthy bones, muscles and joints; reduces the symptoms of anxiety and depression and is associated with fewer hospitalizations, physician visits and medications; and

WHEREAS, people of all ages benefit from participating in regular physician activity, such as 30 minutes of brisk walking five or more times a week; and

WHEREAS, Walk Across Texas! is an eight-week physical activity program with one goal – to increase your physical activity level. Walk Across Texas! uses friendly competition and group support to encourage adults and youth to become physically active.

NOW, THEREFORE, I, John P. Nichols, Mayor of College Station, Texas do hereby proclaim, January 25, 2025 to March 21, 2025, as:

8 WEEKS OF FUN AND FITNESS

and urge all citizens to participate in Walk Across Texas! and increase their physical activity level.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 23rd day of January 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

January 23, 2025
Item No. 7.1.
January 9th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• January 9, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM010925 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JANUARY 9, 2025

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

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

City Staff:

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

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:01 p.m. on January 9, 2025, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840. Councilmember Cunha was absent.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087- Economic Incentive Negotiations and the College Station City Council convened into Executive Session at 4:01 p.m. on January 9, 2025, to continue discussing matters pertaining to:

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

wit:

- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and
- The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas; and
- Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.

- Legal advice regarding the process to acquire property needed for the Water Well 10 Access Easement.

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

- Approximately 28 acres of land generally located at Midtown Drive and Corporate Pkwy in the Midtown Business Park.
- Approximately 1.5 acres of land located 301 Patricia Street and review of the sealed bids submitted under bid number 24-073.
- Approximately 8 acres of land located at 1508 Harvey Road.
- Approximately 300 acres generally located at Corporate Parkway and Midtown Drive in the Midtown Business Park.

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

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

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

- Economic development agreement for a development generally located at the intersection of University Drive East and Tarrow Street.
- Economic development agreement for a development generally located at the intersection of University Drive and College Avenue.
- Economic development agreement with Fujifilm Diosynth Biotechnologies Texas, LLC, f/k/a Kalon Biotherapeutics LLC.

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

Executive Session recessed at 6:27 p.m. No action was taken.

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

5. Hear Visitors Comments.

Scott Lovett, College Station, appeared before the Council about the denial of his ETJ petition on 96 Acres located at Stousland Road. Mr. Lovett believes the Council wrongfully rejecting his petition a few months prior, and he will keep reminding the Council that they are still in violation of state law.

Steve Lovett, College Station, came before Council concerning his denial of his SB 2038 related petition last month and believes the Council violated state law by not releasing property.

6. CONSENT ITEMS

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

No consent items were pulled for discussion.

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

- **December 12, 2024 Council Meeting**
- **December 17, 2024 Special Meeting**

6.2. Presentation, discussion, and possible action on an annual contract for gasoline and diesel fuel with Fikes Wholesale, Inc. for one (1) year, not to exceed \$2,500,000.

6.3. Presentation, discussion, and possible action to ratify a funding agreement with Greater Brazos Partnership for services related to Plug and Play in the amount not to exceed \$250,000.

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

7. WORKSHOP ITEMS

7.1. Presentation, discussion, and possible action regarding Resolution No. 01-09-25-7.1 establishing the City's legislative program for the 89th session of the Texas Legislature.

Jennifer Rodriguez, Attorney at Law, provided an update outlining what can be expected to occur during the 2025 legislative session, which bills are likely to impact local governments, and ways in which the city can participate in the legislative process. Current legislators and legislators-elect filed bills in advance of the legislature convening January 14th and as of January 9th there are 1809 House bills and 752 Senate bills filed with March 14th being the last day to file new bills.

Ross Brady, Assistant to the City Manager, stated that the City's legislative program directs the City Manager and staff to support or oppose issues likely to arise during the 89th Legislative Session, and to communicate those stances to members of the Texas Legislature. Staff request Council direction on the proposed positions outlined:

- Local Control
- Protecting Water Resources
- TxDOT Funding for pedestrian crossings on University Drive
- ETJ Regulations
- HOT funding for a convention center

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 01-09-25-7.1 establishing the City's legislative program for the 89th session of the Texas Legislature, with the addition of language that makes an exception to the opposition of revenue and/or tax caps without sustainable offsetting revenue. The motion carried unanimously.

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4568 amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R-4 Multi-Family to MF Multi-Family for approximately 2.018 acres at 550 Fraternity Row, being Lot 1, Block 70 of the Southwood Valley Phase 28 Subdivision, generally located at of the intersection of Fraternity Row and Deacon Drive.

Gabriel Schrum, Planning and Development, stated that this request is to rezone approximately 2.018 acres of land located at 550 Fraternity Row from the retired zoning district R-4 Multi-Family to a current zoning district of MF Multi-Family. The subject property was originally platted in 1972 and has been utilized as a fraternity house up into the recent past in which it has sat vacant. The applicant intends to rezone the lot for Dormitory use providing housing for the residents with a common kitchen, restrooms, living rooms, and overall gathering space. They will also provide an office space within the structure which would not have been allowed by the retired R-4 zoning district.

This item was heard at the January 2, 2025 Planning and Zoning Commission meeting where the Commission voted 5-0 to recommend approval.

At approximately 7:16 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:16 p.m.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Williams, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4568, amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R-4 Multi-Family to MF Multi-Family for approximately 2.018 acres at 550 Fraternity Row, being Lot 1, Block 70 of the Southwood Valley Phase 28 Subdivision, generally located at of the intersection of Fraternity Row and Deacon Drive. The motion carried unanimously.

8.2. Presentation, discussion, and possible action regarding Resolution No. 01-09-25-8.2 creating a Housing Plan Advisory Committee.

David Brower, Community Services Analysis, stated that Council adopted the Housing Action Plan as an amendment to the Comprehensive Plan at their September 26, 2024, meeting which has sunset because the duties of the committee was completed. The two main overarching goals of the Housing Action Plan are to incentivize the production of more housing units of various types to meet growing demand and to produce and preserve housing that is affordable to community members. The full adopted Housing Action Plan can be found at online. Goal 3, Strategy 8, Action 1 of the Housing Action Plan calls for the creation of a Housing Plan Advisory Committee to provide guidance, support, and direction in the execution of the plan and help with the creation of a Housing Action Plan Annual Progress Report. The proposed resolution would create a Housing Plan Advisory Committee with seven members serving staggered three-year terms. The Committee would meet quarterly. If adopted, staff will solicit applicants for the Committee for Council to consider for appointment in early Spring.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember McIlhaney, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 01-09-25-8.2 creating a Housing Plan Advisory Committee. The motion carried unanimously.

8.3. Presentation, discussion, and possible action regarding a real estate contract with The Corinth Group, Inc. for the sale of approximately 13 acres, with the option to purchase the remaining approximate 15 acres, in the Midtown Business Park at the intersection of Corporate Parkway and State Highway 6 in the amount of \$8.00 per square foot. The final square footage of the property and City's remaining property will be identified on the approved replat.

Michael Ostrowski, Chief Development Officer, stated the City entered into a brokerage services contract with Oldham Goodwin Group, LLC (OGG) on May 13, 2024. Over the past several months, OGG provided various marketing and listing services for the property. They are also coordinating developer interest, prospective offers, and leading to negotiations with Corinth Group, Inc. on the sale of a portion of Block A, Phase One, of the Midtown Business Park for future commercial development. Corinth intends to do a retail development consisting of multiple buildings on the property, along with a plaza area to create a distinctive area, as well as to help activate the property.

Mr. Ostrowski explained that to ensure the general layout and design of the property, including the plaza area, a separate development agreement will need to be entered into at a later date. While a conceptual site plan has been provided with the real estate agreement, such plan will change, and a finalized plan will be incorporated into the development agreement. The purchase price of the property is \$8 per square foot for approximately 13 acres and includes an option to purchase the City's remaining property for up to eighteen (18) months, commencing at the time the first certificate of occupancy is granted by the City for a building on the property or thirty (30) months after the Closing Date under this Real Estate Contract, whichever occurs first.

- Purchase Price: \$8/SF
- Feasibility Period: 180 days, with an option to extend two additional 30-day periods for an additional \$10,000 each extension
- Earnest Money: \$100,000, of which \$50,000 serves as the Contract Fee and is non-refundable
Option Fee: \$70,000 to exercise the seller's option to purchase the remaining property, credited to the seller at closing of the remaining property

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to approve a real estate contract with The Corinth Group, Inc. for the sale of approximately 13 acres, with the option to purchase the remaining approximate 15 acres, in the Midtown Business Park at the intersection of Corporate Parkway and State Highway 6 in the amount of \$8.00 per square foot. The motion carried unanimously.

8.4. Presentation, discussion, and possible action regarding planning efforts for the Northgate area, as well as public engagement efforts relating to the potential sale of the Northgate surface parking lot.

Regular Agenda Items 8.4 and 8.5 were presented together.

8.5. Presentation, discussion, and possible action regarding a real estate contract with Capstone Collegiate Communities, LLC for the sale of approximately 1.57 acres of land, generally located at 301 Patricia Street in the Northgate District, for \$13,000,000.

Anthony Armstrong, Planning and Development Director, presented planning efforts for the Northgate area with additional information, including a timeline for the Northgate small area plan and details on public engagement efforts regarding the potential sale of the Northgate surface parking lot.

Engagement Timeline

| Month | Small Area Plan | Public Engagement for Parking Lot |
|----------|---|---|
| January | Project Overview | Project Overview and Key Elements (size and location of public space, relationship of building and space to surrounding area, aesthetics, etc.) |
| February | Establish Stakeholder Committee – Existing Conditions | Site Visit |
| | Public Feedback Summary and Discussion | Public Feedback Summary and Discussion |
| March | Transportation and Connectivity | Council Update |
| | Land Use, Regulations, Housing, Retail Recruitment | Project and Plaza Design |
| April | Additional Feedback and Follow Up | Site Visit and Additional Feedback |
| | Draft Plan to Committee | Council Decision |
| May | Finalize Plan | |
| | | |
| June | Council Adoption | |

Michael Ostrowski, Chief Development Officer, stated that in July and August 2024, the City issued a Request for Proposals (RFP) to solicit bids for a redevelopment project and received three proposals. These proposals were evaluated based on the following criteria:

- The qualifications and experience of the firms,
- The overall value and impact of the proposed redevelopment project, and
- The financial benefit to the City, including purchase price, redevelopment value, and ongoing City-related costs.

To enhance the area, the city also required that proposals incorporate the following additional components:

- A minimum of one hundred (100) parking spaces to be used on an exclusive basis by the City. The city will consider a shared use and revenue agreement for the use of these parking spaces.
- Ride share pick-up and drop-off opportunities to serve the surrounding area.
- Space for a law enforcement substation that is approximately 3,500 – 5,000 square feet.
- Public restroom facilities.
- Refuse container storage.
- Redevelopment of remaining property into a public greenspace, plaza, or courtyard, including provisions for its operation and maintenance.

Considerations

- Enhance the Northgate District through additional financial investment, creating a distinctive and unique public space
- Provide additional space for residents to meet the growing population
- Attract visitors
- Provide additional activity within the area to support existing and future commercial establishments
- Replace and enhance the public parking area
- Impact during construction
- Create an ongoing revenue source for services and improvements
- Locate a law enforcement substation in the heart of Northgate

- Provide rideshare opportunities
- Provide enhanced public restrooms

Mr. Ostrowski explained that after reviewing the submissions, staff recommended entering into a real estate agreement with Capstone Collegiate Communities, LLC for the purchase price of \$13 million, and the construction of a multi-story mixed-use building. Furthermore, following the real estate agreement, a development agreement will be negotiated, covering the design and construction of a public plaza, pedestrian amenities, enclosed trash collection, and other site improvements.

Mayor Nichols recessed the meeting at 9:32 p.m.

The meeting resumed at 9:39 p.m.

Mayor Nichols opened for Citizen Comments.

Item 8.4 Speakers:

James Benham, College Station, requested Council to vote no to the proposal and vote yes for preserving the character of Northgate. This development is not compatible with Northgate, it will kill all the businesses in Northgate,

Dan Daniel, College Station, came before Council with concerns on this proposal. He believes that voting for the sale of this lot puts the cart before the horse and that council should take public input before deciding on a plan.

Riley Pritzlaff, College Station, came before Council as a Texas A&M student to voice his opposition to this development. He believes that more student housing is needed but does not belong in Northgate.

Alex Long, College Station, came before Council regarding his history of selling his property 3 years ago around Dixie Chicken. He believes that the economics presented by the potential developer do not work and the project does not make financial sense as presented.

Samantha Caddenhead, Bryan, came before Council as a mom of two kids that went to Texas A&M. She presented statistics of aggravate assaults in this area and stated that students are not the problem in Northgate but the reason the city is so full of spirit. She is against changing the character of Northgate and opposes the sale.

RaeLee Caddenhead, Bryan, stated she graduated in 2020 and came before Council to speak about her experience living in College Station as a student and opinions on why students choose to live in neighborhoods and developments that are not high-rise buildings. She urges a vote against the sale of the parking lot in Northgate.

Lisa Bradway, Bryan, stated she believes the contract should be delayed until more information is provided. She is concerned about traffic flow and safety with 3 projects happening at the same time in a small area.

Bob Brick, College Station, came before Council regarding the height limitation and believes that anything over 10 stories in the heart of Northgate would not be compatible.

Nan Crouse, College Station, came before Council to state her opposition to the development because, as the saying goes, once you build it that will come. This, along safety and traffic issues, are reasons to put a hold on this sale and get it right.

Andreas Dallis, College Station, stated that he and his brother own the Backyard in Northgate and are not in favor of the redevelopment. He stated that we need a local developer, community input, and a plan that supports the current character of Northgate.

Mark Bayliss, College Station, stated that getting this wrong would never be forgiven. He urges council to table the sale and talk with the stakeholders to make a better decision for the future of Northgate.

Dallas Shipp, College Station, came before Council to talk about what Northgate means to him, state that the area belongs to Aggies everywhere, and urges Council vote no to this project and protect the integrity of Northgate.

Chris Scotti, Bryan, told Council that he understands how hard these decisions are from his time on that Council and working with the Northgate Association. He believes to move forward with the stakeholder portion Council must table the surface lot.

Phillip McAughan, College Station, spoke before the council to promote the renovation of the Northgate parking lot. He is a Texas A&M alumnus who still lives in College Station and believes the city is in a housing crisis which redevelopment of the lot could help alleviate. He stated that development of the property will not bring about an end to Northgate but turning it into a museum for old Aggies will.

Bella Gonzalez, College Station, stated her opposition to this redevelopment, stated she recently lost her job and Hurricane Harry's and Northgate is being bought by new development coming to the area.

Hunter Goodwin, College Station, came before Council to state that his organizations plan has lowest density vertically and horizontally because they know what the locals want. He stated that being local enables him to know and understand the concerns and needs of the area, which is why he opposes the presented plan.

Tina Duncan, College Station, stated that she is here to represent the 16,000 individuals who signed a petition to conserve Northgate and honor its identity. This redevelopment will steal the Northgate experience from future generations.

Debi Boyett, Bryan, came before Council to state her concerns in Northgate and how it will not survive with this small area plan.

8.5 Speakers:

Justin Manning, Bryan, stated that Northgate is not about drinking it's about memories, this is the heart and sole of the community. There needs to be a plan before allowing the largest bidder to come in and change everything. He requested Council to deny this bid and restart the process.

Barry Ivins, College Station, stated he is not against redevelopment but believes this project needs be reimaged and a plan brought forward from the community.

Dion McInnis, Bryan, stated that significance of the small 2-acre property is why it is so important that change be compatible with future of Northgate.

Cortney Phillips, College Station, stated her concerns on the Northgate small area plan and asked when does the stakeholder input matter if the lot is sold. She went on that she is not opposed to new development but opposed to the redevelopment as presented by Capstone.

There being no further comments, Citizen Comments was closed.

(8.4) MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to approve planning efforts for the Northgate area, as well as public engagement efforts relating to the potential sale of the Northgate surface parking lot, with drilling down into the entertainment district. The motion carried unanimously.

(8.5) MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Wright, the City Council voted two (2) for and five (5) opposed, with Mayor Nichols and Councilmember White, McIlhaney, Yancy, and Shafer voting against, to approve a real estate contract with Capstone Collegiate Communities, LLC for the sale of approximately 1.57 acres of land, generally located at 301 Patricia Street in the Northgate District, for \$13,000,000. The motion failed.

8.6. Presentation, discussion, and possible action regarding a HOME Investment Partnership Program funding agreement in the amount of \$249,000 with Elder Aid, Inc. for the acquisition and rehabilitation of 1116 Detroit for use as an affordable rental unit for an income qualified elderly household.

Raney Whitwell, Community Services Analysis, stated that a Request for Proposal for the Development of Affordable Housing was released on November 19, 2024 and closed on December 5, 2024. One response was received from Elder Aid, Inc. Elder Aid's proposal included funding for the acquisition and rehabilitation of a 2-bedroom house located at 1116 Detroit. Upon completion of the rehabilitation, the dwelling will be utilized for affordable, elderly rental housing. The property will be maintained by Elder Aid for 20 years as an affordable rental unit and a Land Use Restriction Agreement will be utilized as the legal mechanism to ensure affordability. HOME Investment Partnership Program (HOME) grant funds are included in the FY2025 Community Development budget for acquisition and rehabilitation activities. Elder Aid will provide in-kind match through volunteer hours, which is monetized at approximately \$18,000. HOME requires a 50% match in FY2025. Elder Aid is currently the only organization partnering with the City of College Station which provides volunteer hours as a match. Elder Aid works to minimize the stress of the elderly as they cope with affordable housing, health, and wellness, inadequate funding for basic needs, loneliness, disabilities, and the loss of loved ones. Their mission is to ensure that the elderly in the Brazos Valley remain independent and in the community for as long as possible. Elder Aid has partnered with the City of College Station since 2015 and has received \$3,315,329 to acquire and rehabilitate 29 rental units.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to approve a HOME Investment Partnership Program funding agreement in the amount of \$249,000 with Elder Aid, Inc. for the acquisition and rehabilitation of 1116 Detroit for use as an affordable rental unit for an income qualified elderly household. The motion carried unanimously.

8.7. Presentation, discussion, and possible action regarding Ordinance No. 2025-4569 creating a Tourism Committee and repealing Resolution No. 09-09-21-9.6 relating to the creation of the Tourism Advisory Committee.

Michael Ostrowski, Chief Development Officer, stated that on September 9th, 2021, the Council voted to create the Tourism Advisory Committee via resolution 09-09-21-9.6. On January 11th, 2024, the City Manager brought a report to the Council regarding the efforts, goals, and purpose of the Tourism Advisory Committee. The purpose of the 10–14 member group was to promote and enhance the tourism industry in College Station by consulting and advising the City Manager and staff regarding overall tourism strategy. On October 24, 2024, the Council asked staff to bring back an ordinance for discussion regarding a council-appointed committee on tourism efforts.

Mr. Ostrowski explained that the City Council establishes and created a Tourism Committee to promote and enhance the College Station tourism industry. The City Council may appoint up to eleven (11) voting members. Voting members must be residents of the City of College Station. The term of office is three (3) years. Vacancies are filled by the City Council for unexpired terms of vacant positions. A chairperson is appointed annually by the City Council and a vice-chairperson is selected annually by the Committee.

(a) **Voting Membership Representation.** The City Council may appoint members from the following areas:

- i. Three (3) members to represent the lodging and accommodations industry.
- ii. One (1) member to represent the food and beverage establishment industry.
- iii. One (1) member to represent the retail industry.
- iv. One (1) member to represent the attractions industry.
- v. One (1) member to represent the arts industry.
- vi. One (1) member to represent the Northgate District.
- vii. Three (3) members to represent tourism related areas of the Council’s discretion.

(b) **Non-Voting Ex-Officio Membership Representation.** The following members may serve as non-voting ex-officio members:

- i. Texas A&M University President’s Office, appointed by Texas A&M.
- ii. Texas A&M University Athletics Department, appointed by Texas A&M.
- iii. College Station Chief Development Officer.
- iv. College Station Assistant Director of Tourism.
- v. College Station Director of Parks & Recreation.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4569 creating a Tourism Committee and repealing Resolution No. 09-09-21-9.6 relating to the creation of the Tourism Advisory Committee. The motion carried unanimously.

8.8. Presentation, discussion, and possible action on Resolution No. 01-09-25-8.8 of the City Council of the City of College Station, Texas, determining that an access easement containing approximately 1.113 acres is needed and needs to be acquired from the landowner, for an access road as a part of the College Station Water Well 10 Project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

Adam Falco, City Attorney, stated that College Station is planning to drill three water wells on City-owned land in Brazos County generally located off Sandy Point Road and OSR to serve the City’s municipal water supply. Staff met with the landowners and with their attorney to discuss the Well No. 10 project. Access through the landowner's property is needed to access the Well 10 site because

access is blocked by the railroad and the Little Brazos River. Negotiations with the landowners have failed, and acquisition by eminent domain is needed to acquire the access easement. Mr. Falco explained that the overall project involves the design and construction of three new water wells and a collection line in the well field. Each well will have a pumping capacity of 3,300 gpm and will be operated using a motor control cabinet, a variable frequency drive, and a generator for backup power. The project will also include building internal access roads and power distribution. The project will also build approximately 12,000 linear feet of collection line between the three wells and the tie in point along Sandy Point Road. Coordination with BTU, Union Pacific and TxDOT is needed for power, access, and utility work. The Final Offer for the access easement was \$ 39,915.00, which was based on an appraisal report completed by Allen, Williford, and Seale, INC. The City and landowners have not been able to settle upon the cash fair market value and damages, for the access easement. A combined budget of \$69,300,000 is available in the Water Capital Improvement Projects Fund.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 01-09-25-8.8 determining that an access easement containing approximately 1.113 acres is needed and needs to be acquired from the landowner, for an access road as a part of the College Station Water Well 10 Project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings. The motion carried unanimously.

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

- **Construction Board of Adjustments**
- **Planning and Zoning Commission**
- **Zoning Board of Adjustments**
- **Bicycle, Pedestrian, and Greenways Advisory Board**
- **Design Review Board**
- **Historic Preservation Committee**
- **Parks and Recreation Board**

Tanya Smith, City Secretary, presented the following boards, committees and commissions to the Council for their determination on applicants.

Planning and Zoning Commission

- Position 1 for 3-yr term – David Higdon
- Position 2 for 3-yr term – Marcus Chaloupka
- Position 6 for 2-yr unexpired term – Michael Buckley
- Position 7 for 2-yr unexpired term – Tre Watson
- Chair – Jason Cornelius

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

Zoning Board of Adjustments

- Position 3 for 2-yr term – James Hutchins
- Position 5 for 1-yr unexpired term – Jaymeson Faith Hacker
- Open board to received application for remainder of vacancies.

MOTION: Upon a motion made by Councilmember Williams and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to approve Zoning Board of Adjustments appointments as stated. The motion carried unanimously.

Construction Board of Adjustments

- Position 3 for 3-yr term – Mark C. Benton
- Position 4 for 3-yr term – Michael Martinez
- Alternate 1 for 1-yr unexpired term Jordan Faust

MOTION: Upon a motion made by Councilmember Williams and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to approve Constructions Board of Adjustments appointments as stated. The motion carried unanimously.

Bicycle, Pedestrian, and Greenways Advisory Board

- Position F for 3-yr term – Matthew Jackson
- Position E for 3-yr term – Thomas McCall Woodfin

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to approve Bicycle, Pedestrian, and Greenways Advisory Board appointments as stated. The motion carried unanimously.

Design Review Board

- Position 1 for 3-yr term – Dr. Keith E. Sylvester
- Position 2 for 3-yr term – Ray Holiday
- Position B for 1-yr unexpired term – Andrew Arizpe

MOTION: Upon a motion made by Councilmember Williams and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to approve Design Review Board as stated. The motion carried unanimously.

Historic Preservation Committee (*HPC coming back on January 23rd due to error in tabulation*)

- Position 4 for 3-yr term – Tanner J. Holland
- Position 5 for 3-yr term – Sherry Frisk
- Position 6 for 3-yr term – Lisa Mouton

MOTION: Upon a motion made by Councilmember Williams and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to approve Historic Preservation Committee as stated. The motion carried unanimously.

Parks and Recreation Board

- Position 1 for 3-yr term – Neo Jang
- Position 2 for 3-yr term – Cheletia M. Johnson
- Position 3 for 3-yr term – Kimberly Topp
- Position 5 for 1-yr unexpired term – Andrew Arizpe
- Chair – Kevin Bishop

MOTION: Upon a motion made by Councilmember Williams and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to approve Parks and Recreation Board as stated. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to approve Kevin Bishop as Parks and Recreation Board Chair. The motion carried unanimously.

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

Nothing to report.

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

Nothing to report.

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

Councilmember Shafer requests a report and future agenda item on Southgate and events over the last several months.

Councilmember Shafer requests a workshop item on detention facilities (water and runoff) and beautification and functional standards.

Councilmember McIlhaney request a discussion item on creating an advisory committee for the upcoming legislative session.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 12:26 a.m. on Friday, January 10, 2025.

ATTEST:

Tanya Smith, City Secretary

January 23, 2025

Item No. 7.2.

Electric Fiberglass Composite Distribution Poles Renewal 2

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding the second and final renewal of the annual Price Agreement for electric fiberglass composite distribution poles with Techline, Inc. for \$1,648,379.71.

Relationship to Strategic Goals:

Financial Sustainability

Core Services and Infrastructure

Recommendation(s): Staff recommends the approval of renewal two of the annual price agreement with Techline, Inc. for an amount not to exceed \$1,648,379.71

Summary: Bid #23-027 was originally awarded on February 24, 2023, for Electric Fiberglass Composite Distribution Poles as an Annual Price Agreement with two renewals with Techline, Inc. With the second and final renewal, Techline has requested a unit price increase on three pole sizes of approximately 10% for each. Quantities listed per pole are annual estimates based on historical usage and projected needs. The annual not-to-exceed amount is \$1,648,379.71 and Warehouse staff will place orders with Techline for specific units as needed for inventory.

Budget & Financial Summary: Funds are available and budgeted within the Electrical Fund. Various capital projects will be expensed as supplies are requisitioned by staff and issued from inventory.

Attachments:

1. 2330034R2 Techline Dist Poles Pricing
2. 23300342_R2--LKP_(CC_1.23.25)

ITB#23-027 CONTRACT 23300342
ANNUAL PRICE AGREEMENT FOR DISTRIBUTION POLES
TECHLINE INC.
Renewal 2

| | | | | | Renewal 2 02/24/25 | | | |
|---|---|-----------------------------------|-------------|-------------|--------------------|---------------|-------------------------|-------------|
| Item # | Description | Original Techline Bid Information | | | Est. Quantity | Total Price | % Increase Unit Pricing | |
| Group A - Tangent Fiberglass/Composite | | | | | | | | |
| A-1 | 30' Fiberglass Composite Pole Tangent | MFG | SHAKESPEARE | SHAKESPEARE | 15 | \$ 39,282.35 | | |
| | | Delivery (Weeks) | 20-22 | 20-22 | | | | |
| | Inventory # | 285-065-00065 | Moment | 87922.00 | | | | 87922.00 |
| | Guide # | MEI-15822-F-30-0 | Unit Price | \$ 2,618.82 | | | | \$ 2,618.82 |
| A-2 | 35' Fiberglass Composite Pole Tangent | MFG | SHAKESPEARE | SHAKESPEARE | 15 | \$ 45,000.00 | | |
| | | Delivery (Weeks) | 20-22 | 20-22 | | | | |
| | Inventory # | 285-065-00066 | Moment | 106757.00 | | | | 106757.00 |
| | Guide # | MEI-15822-F-35-0 | Unit Price | \$ 3,000.00 | | | | \$ 3,000.00 |
| A-3 | 40' Fiberglass Composite Pole Tangent | MFG | SHAKESPEARE | SHAKESPEARE | 40 | \$ 150,840.00 | 9.96% | |
| | | Delivery (Weeks) | 20-22 | 20-22 | | | | |
| | Inventory # | 285-065-00067 | Moment | 132292.00 | | | | 132292.00 |
| | Guide # | MEI-015822-F-40-0 | Unit Price | \$ 3,429.41 | | | | \$ 3,771.00 |
| A-4 | 45' Fiberglass Composite Pole Tangent | MFG | SHAKESPEARE | SHAKESPEARE | 40 | \$ 165,320.00 | 9.95% | |
| | | Delivery (Weeks) | 20-22 | 20-22 | | | | |
| | Inventory # | 285-065-00068 | Moment | 147464.00 | | | | 147464.00 |
| | Guide # | MEI-15822-F-45-0 | Unit Price | \$ 3,758.82 | | | | \$ 4,133.00 |
| A-5 | 50' Fiberglass Composite Pole Tangent | MFG | SHAKESPEARE | SHAKESPEARE | 40 | \$ 218,680.00 | 9.99% | |
| | | Delivery (Weeks) | 20-22 | 20-22 | | | | |
| | Inventory # | 285-065-00069 | Moment | 146418.00 | | | | 146418.00 |
| | Guide # | MEI-15822-F-50-0 | Unit Price | \$ 4,970.59 | | | | \$ 5,467.00 |
| A-6 | 55' Fiberglass Composite Pole Tangent | MFG | SHAKESPEARE | SHAKESPEARE | 40 | \$ 281,882.35 | | |
| | | Delivery (Weeks) | 20-22 | 20-22 | | | | |
| | Inventory # | 285-065-00070 | Moment | 172911.00 | | | | 172911.00 |
| | Guide # | MEI-15822-F-55-0 | Unit Price | \$ 7,047.06 | | | | \$ 7,047.06 |
| Group B - Self Supporting Fiberglass/Composite | | | | | | | | |
| B-1 | 45' Fiberglass Composite Pole Self-Supporting - 6 Degree | MFG | SHAKESPEARE | SHAKESPEARE | 5 | \$ 42,343.75 | | |
| | | Delivery (Weeks) | 20-22 | 20-22 | | | | |
| | Inventory # | 285-065-00075 | Moment | 356466.00 | | | | 356466.00 |
| | Guide # | MEI-15822-F-45-6 | Unit Price | \$ 8,468.75 | | | | \$ 8,468.75 |
| B-2 | 45' Fiberglass Composite Pole Self-Supporting - 12 Degree | MFG | SHAKESPEARE | SHAKESPEARE | 5 | \$ 47,031.25 | | |
| | | Delivery (Weeks) | 20-22 | 20-22 | | | | |
| | Inventory # | 285-065-00076 | Moment | 509698.00 | | | | 509698.00 |
| | Guide # | MEI-15822-F-45-12 | Unit Price | \$ 9,406.25 | | | | \$ 9,406.25 |
| B-3 | 45' Fiberglass Composite Pole Self-Supporting - 18 Degree | MFG | SHAKESPEARE | SHAKESPEARE | 5 | \$ 49,781.25 | | |
| | | Delivery (Weeks) | 20-22 | 20-22 | | | | |
| | Inventory # | 285-065-00077 | Moment | 612095.00 | | | | 612095.00 |
| | Guide # | MEI-15822-F-45-18 | Unit Price | \$ 9,956.25 | | | | \$ 9,956.25 |
| B-4 | 50' Fiberglass Composite Pole Self-Supporting - 6 Degree | MFG | SHAKESPEARE | SHAKESPEARE | 5 | \$ 47,437.50 | | |
| | | Delivery (Weeks) | 20-22 | 20-22 | | | | |
| | Inventory # | 285-065-00080 | Moment | 356289.00 | | | | 356289.00 |
| | Guide # | MEI-15822-F-50-6 | Unit Price | \$ 9,487.50 | | | | \$ 9,487.50 |

ITB#23-027 CONTRACT 23300342
ANNUAL PRICE AGREEMENT FOR DISTRIBUTION POLES
TECHLINE INC.
Renewal 2

| | | | | Renewal 2 02/24/25 | | | |
|------------------------------------|---|-------------------|-----------------------------------|--------------------|---------------|------------------------|-------------------------|
| Item # | Description | | Original Techline Bid Information | | Est. Quantity | Total Price | % Increase Unit Pricing |
| B-5 | 50' Fiberglass Composite Pole Self-Supporting - 12 Degree | | MFG | SHAKESPEARE | SHAKESPEARE | | |
| | | | Delivery (Weeks) | 20-22 | 20-22 | | |
| | Inventory # | 285-065-00081 | Moment | 560592.00 | 560592.00 | | |
| | Guide # | MEI-15822-F-50-12 | Unit Price | \$ 11,056.25 | \$ 11,056.25 | 5 | \$ 55,281.25 |
| B-6 | 50' Fiberglass Composite Pole Self-Supporting - 18 Degree | | MFG | SHAKESPEARE | SHAKESPEARE | | |
| | | | Delivery (Weeks) | 20-22 | 20-22 | | |
| | Inventory # | 285-065-00082 | Moment | 763490.00 | 763490.00 | | |
| | Guide # | MEI-15822-F-50-18 | Unit Price | \$ 13,843.75 | \$ 13,843.75 | 5 | \$ 69,218.75 |
| B-7 | 55' Fiberglass Composite Pole Self-Supporting - 6 Degree | | MFG | SHAKESPEARE | SHAKESPEARE | | |
| | | | Delivery (Weeks) | 20-22 | 20-22 | | |
| | Inventory # | 285-065-00085 | Moment | 404665.00 | 404665.00 | | |
| | Guide # | MEI-15822-F-55-6 | Unit Price | \$ 11,568.75 | \$ 11,568.75 | 5 | \$ 57,843.75 |
| B-8 | 55' Fiberglass Composite Pole Self-Supporting - 12 Degree | | MFG | SHAKESPEARE | SHAKESPEARE | | |
| | | | Delivery (Weeks) | 20-22 | 20-22 | | |
| | Inventory # | 285-065-00086 | Moment | 658793.00 | 658793.00 | | |
| | Guide # | MEI-15822-F-55-12 | Unit Price | \$ 13,437.50 | \$ 13,437.50 | 5 | \$ 67,187.50 |
| B-9 | 55' Fiberglass Composite Pole Self-Supporting - 18 Degree | | MFG | SHAKESPEARE | SHAKESPEARE | | |
| | | | Delivery (Weeks) | 20-22 | 20-22 | | |
| | Inventory # | 285-065-00087 | Moment | 863182.00 | 863182.00 | | |
| | Guide # | MEI-15822-F-55-18 | Unit Price | \$ 14,437.50 | \$ 14,437.50 | 5 | \$ 72,187.50 |
| B-10 | 60' Fiberglass Composite Pole Self-Supporting - 6 Degree | | MFG | SHAKESPEARE | SHAKESPEARE | | |
| | | | Delivery (Weeks) | 20-22 | 20-22 | | |
| | Inventory # | 285-065-00090 | Moment | 453796.00 | 453796.00 | | |
| | Guide # | MEI-15822-F-60-6 | Unit Price | \$ 12,812.50 | \$ 12,812.50 | 5 | \$ 64,062.50 |
| B-11 | 60' Fiberglass Composite Pole Self-Supporting - 12 Degree | | MFG | SHAKESPEARE | SHAKESPEARE | | |
| | | | Delivery (Weeks) | 20-22 | 20-22 | | |
| | Inventory # | 285-065-00091 | Moment | 707324.00 | 707324.00 | | |
| | Guide # | MEI-15822-F-60-12 | Unit Price | \$ 15,937.50 | \$ 15,937.50 | 5 | \$ 79,687.50 |
| B-12 | 60' Fiberglass Composite Pole Self-Supporting - 18 Degree | | MFG | SHAKESPEARE | SHAKESPEARE | | |
| | | | Delivery (Weeks) | 20-22 | 20-22 | | |
| | Inventory # | 285-065-00092 | Moment | 962484.00 | 962484.00 | | |
| | Guide # | MEI-15822-F-60-18 | Unit Price | \$ 19,062.50 | \$ 19,062.50 | 5 | \$ 95,312.50 |
| GRAND TOTAL FOR BID #23-027 | | | | | | \$ 1,648,379.71 | |



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300342R2 PROJECT #: _____ BID/RFP/RFQ#: 23-027

Project Name / Contract Description: Annual Price Agreement for Fiberglass Distribution Poles

Name of Contractor: Techline, Inc.

CONTRACT TOTAL VALUE: \$ \$1,648,379.71 Grant Funded Yes No
If yes, what is the grant number:

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

NEW CONTRACT RENEWAL # 2 CHANGE ORDER # _____ OTHER _____

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

Original Price Agreement approved by City Council 02/23/23, item #7.2
Funds are available and budgeted within the Electric Fund for Warehouse Inventory.
Various capital projects will be expensed as materials are issued from inventory.

(If required)*
CRC Approval Date*: N/A Council Approval Date*: 01/23/2025 Agenda Item No*: 7.1

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

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

SIGNATURES RECOMMENDING APPROVAL

Timothy Ray Crabb, P.E. 12/12/2024
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

[Signature] 12/12/2024
ASST CITY MGR – CFO DATE

John D. Haislet 12/12/2024
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A
MAYOR (if applicable) DATE

N/A
CITY SECRETARY (if applicable) DATE



RENEWAL 2 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew *Contract 23300342 (ITB 23-027), Annual Price Agreement for Fiberglass Composite Distribution Poles*, to include an agreed upon increase to the Unit Pricing on 40, 45, and 50 foot Fiberglass Composite Poles, in accordance with all terms and conditions previously agreed to and accepted for a revised annual amount not to exceed of One Million, Six Hundred Forty Eight Thousand, Three Hundred Seventy Nine and 71/100 Dollars (\$1,648,379.71).

I understand this renewal term will be for the period beginning February 24, 2025, through February 23, 2026, and this will be the final renewal option available.

TECHLINE, INC.

CITY OF COLLEGE STATION

By: Gary Troxell
Printed Name: Gary Troxell
Title: sales
Date: 12/12/2024

By: _____
City Manager
Date: _____

**ITB#23-027 ANNUAL PRICE AGREEMENT FOR DISTRIBUTION POLES
TECHLINE INC.
RENEWAL 2**

| Item # | Description | Bidder Provided Data | | Awarded 02/24/23 | | Renewal 2 02/24/25 | | | | |
|---|---------------------------------------|----------------------|-------------|---------------------|---------------|-----------------------|-------------|-----------------------|-------|-------------|
| | | | | Est. Quantity | Total Price | Est. Quantity | Total Price | Unit Price % increase | | |
| Group A - Tangent Fiberglass/Composite | | | | | | | | | | |
| A-1 | 30' Fiberglass Composite Pole Tangent | MFG | SHAKESPEARE | 60 | \$ 157,129.41 | SHAKESPEARE | 15 | \$ 39,282.35 | 9.96% | |
| | | Delivery (Weeks) | 20-22 | | | 20-22 | | | | |
| | Inventory # | 285-065-00065 | Moment | | | 87922.00 | | | | 87922.00 |
| | Guide # | MEI-15822-F-30-0 | Unit Price | | | \$ 2,618.82 | | | | \$ 2,618.82 |
| A-2 | 35' Fiberglass Composite Pole Tangent | MFG | SHAKESPEARE | 60 | \$ 180,000.00 | SHAKESPEARE | 15 | \$ 45,000.00 | 9.95% | |
| | | Delivery (Weeks) | 20-22 | | | 20-22 | | | | |
| | Inventory # | 285-065-00066 | Moment | | | 106757.00 | | | | 106757.00 |
| | Guide # | MEI-15822-F-35-0 | Unit Price | | | \$ 3,000.00 | | | | \$ 3,000.00 |
| A-3 | 40' Fiberglass Composite Pole Tangent | MFG | SHAKESPEARE | 120 | \$ 411,529.41 | SHAKESPEARE | 40 | \$ 150,840.00 | 9.99% | |
| | | Delivery (Weeks) | 20-22 | | | 20-22 | | | | |
| | Inventory # | 285-065-00067 | Moment | | | 132292.00 | | | | 132292.00 |
| | Guide # | MEI-015822-F-40-0 | Unit Price | | | \$ 3,429.41 | | | | \$ 3,771.00 |
| A-4 | 45' Fiberglass Composite Pole Tangent | MFG | SHAKESPEARE | 120 | \$ 451,058.82 | SHAKESPEARE | 40 | \$ 165,320.00 | 9.99% | |
| | | Delivery (Weeks) | 20-22 | | | 20-22 | | | | |
| | Inventory # | 285-065-00068 | Moment | | | 147464.00 | | | | 147464.00 |
| | Guide # | MEI-15822-F-45-0 | Unit Price | | | \$ 3,758.82 | | | | \$ 4,133.00 |
| A-5 | 50' Fiberglass Composite Pole Tangent | MFG | SHAKESPEARE | 90 | \$ 447,352.94 | SHAKESPEARE | 40 | \$ 218,680.00 | 9.99% | |
| | | Delivery (Weeks) | 20-22 | | | 20-22 | | | | |
| | Inventory # | 285-065-00069 | Moment | | | 146418.00 | | | | 146418.00 |
| | Guide # | MEI-15822-F-50-0 | Unit Price | | | \$ 4,970.59 | | | | \$ 5,467.00 |
| A-6 | 55' Fiberglass Composite Pole Tangent | MFG | SHAKESPEARE | 90 | \$ 634,235.29 | SHAKESPEARE | 40 | \$ 281,882.35 | 9.99% | |
| | | Delivery (Weeks) | 20-22 | | | 20-22 | | | | |
| | Inventory # | 285-065-00070 | Moment | | | 172911.00 | | | | 172911.00 |
| | Guide # | MEI-15822-F-55-0 | Unit Price | | | \$ 7,047.06 | | | | \$ 7,047.06 |

ITB#23-027 ANNUAL PRICE AGREEMENT FOR DISTRIBUTION POLES

TECHLINE INC.

RENEWAL 2

| Item # | Description | Bidder Provided Data | | Awarded 02/24/23 | | Renewal 2 02/24/25 | | | | |
|---|--|----------------------|-------------|---------------------|---------------|-----------------------|-------------|-----------------------|--|--------------|
| | | | | Est. Quantity | Total Price | Est. Quantity | Total Price | Unit Price % increase | | |
| Group B - Self Supporting Fiberglass/Composite | | | | | | | | | | |
| B-1 | 45' Fiberglass Composite Pole Self-Supporting - 6 Degree | MFG | SHAKESPEARE | 30 | \$ 254,062.50 | SHAKESPEARE | 5 | \$ 42,343.75 | | |
| | | Delivery (Weeks) | 20-22 | | | 20-22 | | | | |
| | Inventory # | 285-065-00075 | Moment | | | 356466.00 | | | | 356466.00 |
| | Guide # | MEI-15822-F-45-6 | Unit Price | | | \$ 8,468.75 | | | | \$ 8,468.75 |
| B-2 | 45' Fiberglass Composite Pole Self-Supporting - 12 Degree | MFG | SHAKESPEARE | 30 | \$ 282,187.50 | SHAKESPEARE | 5 | \$ 47,031.25 | | |
| | | Delivery (Weeks) | 20-22 | | | 20-22 | | | | |
| | Inventory # | 285-065-00076 | Moment | | | 509698.00 | | | | 509698.00 |
| | Guide # | MEI-15822-F-45-12 | Unit Price | | | \$ 9,406.25 | | | | \$ 9,406.25 |
| B-3 | 45' Fiberglass Composite Pole Self-Supporting - 18 Degree | MFG | SHAKESPEARE | 30 | \$ 298,687.50 | SHAKESPEARE | 5 | \$ 49,781.25 | | |
| | | Delivery (Weeks) | 20-22 | | | 20-22 | | | | |
| | Inventory # | 285-065-00077 | Moment | | | 612095.00 | | | | 612095.00 |
| | Guide # | MEI-15822-F-45-18 | Unit Price | | | \$ 9,956.25 | | | | \$ 9,956.25 |
| B-4 | 50' Fiberglass Composite Pole Self-Supporting - 6 Degree | MFG | SHAKESPEARE | 60 | \$ 569,250.00 | SHAKESPEARE | 5 | \$ 47,437.50 | | |
| | | Delivery (Weeks) | 20-22 | | | 20-22 | | | | |
| | Inventory # | 285-065-00080 | Moment | | | 356289.00 | | | | 356289.00 |
| | Guide # | MEI-15822-F-50-6 | Unit Price | | | \$ 9,487.50 | | | | \$ 9,487.50 |
| B-5 | 50' Fiberglass Composite Pole Self-Supporting - 12 Degree | MFG | SHAKESPEARE | 60 | \$ 663,375.00 | SHAKESPEARE | 5 | \$ 55,281.25 | | |
| | | Delivery (Weeks) | 20-22 | | | 20-22 | | | | |
| | Inventory # | 285-065-00081 | Moment | | | 560592.00 | | | | 560592.00 |
| | Guide # | MEI-15822-F-50-12 | Unit Price | | | \$ 11,056.25 | | | | \$ 11,056.25 |
| B-6 | 50' Fiberglass Composite Pole Self-Supporting - 18 Degree | MFG | SHAKESPEARE | 60 | \$ 830,625.00 | SHAKESPEARE | 5 | \$ 69,218.75 | | |
| | | Delivery (Weeks) | 20-22 | | | 20-22 | | | | |
| | Inventory # | 285-065-00082 | Moment | | | 763490.00 | | | | 763490.00 |
| | Guide # | MEI-15822-F-50-18 | Unit Price | | | \$ 13,843.75 | | | | \$ 13,843.75 |

**ITB#23-027 ANNUAL PRICE AGREEMENT FOR DISTRIBUTION POLES
TECHLINE INC.
RENEWAL 2**

| Item # | Description | Bidder Provided Data | | Awarded 02/24/23 | | Renewal 2 02/24/25 | | | | |
|------------------------------------|--|----------------------|-------------------|------------------------|-------------|-----------------------|------------------------|-----------------------|--------------|--|
| | | | | Est. Quantity | Total Price | Est. Quantity | Total Price | Unit Price % increase | | |
| B-7 | 55' Fiberglass Composite Pole Self-Supporting - 6 Degree | | MFG | SHAKESPEARE | 60 | \$ 694,125.00 | SHAKESPEARE | 5 | \$ 57,843.75 | |
| | | | Delivery (Weeks) | 20-22 | | | 20-22 | | | |
| | Inventory # | 285-065-00085 | Moment | 404665.00 | | | 404665.00 | | | |
| | Guide # | MEI-15822-F-55-6 | Unit Price | \$ 11,568.75 | | | \$ 11,568.75 | | | |
| B-8 | 55' Fiberglass Composite Pole Self-Supporting - 12 Degree | | MFG | SHAKESPEARE | 60 | \$ 806,250.00 | SHAKESPEARE | 5 | \$ 67,187.50 | |
| | | | Delivery (Weeks) | 20-22 | | | 20-22 | | | |
| | Inventory # | 285-065-00086 | Moment | 658793.00 | | | 658793.00 | | | |
| | Guide # | MEI-15822-F-55-12 | Unit Price | \$ 13,437.50 | | | \$ 13,437.50 | | | |
| B-9 | 55' Fiberglass Composite Pole Self-Supporting - 18 Degree | | MFG | SHAKESPEARE | 60 | \$ 866,250.00 | SHAKESPEARE | 5 | \$ 72,187.50 | |
| | | | Delivery (Weeks) | 20-22 | | | 20-22 | | | |
| | Inventory # | 285-065-00087 | Moment | 863182.00 | | | 863182.00 | | | |
| | Guide # | MEI-15822-F-55-18 | Unit Price | \$ 14,437.50 | | | \$ 14,437.50 | | | |
| B-10 | 60' Fiberglass Composite Pole Self-Supporting - 6 Degree | | MFG | SHAKESPEARE | 30 | \$ 384,375.00 | SHAKESPEARE | 5 | \$ 64,062.50 | |
| | | | Delivery (Weeks) | 20-22 | | | 20-22 | | | |
| | Inventory # | 285-065-00090 | Moment | 453796.00 | | | 453796.00 | | | |
| | Guide # | MEI-15822-F-60-6 | Unit Price | \$ 12,812.50 | | | \$ 12,812.50 | | | |
| B-11 | 60' Fiberglass Composite Pole Self-Supporting - 12 Degree | | MFG | SHAKESPEARE | 30 | \$ 478,125.00 | SHAKESPEARE | 5 | \$ 79,687.50 | |
| | | | Delivery (Weeks) | 20-22 | | | 20-22 | | | |
| | Inventory # | 285-065-00091 | Moment | 707324.00 | | | 707324.00 | | | |
| | Guide # | MEI-15822-F-60-12 | Unit Price | \$ 15,937.50 | | | \$ 15,937.50 | | | |
| B-12 | 60' Fiberglass Composite Pole Self-Supporting - 18 Degree | | MFG | SHAKESPEARE | 30 | \$ 571,875.00 | SHAKESPEARE | 5 | \$ 95,312.50 | |
| | | | Delivery (Weeks) | 20-22 | | | 20-22 | | | |
| | Inventory # | 285-065-00092 | Moment | 962484.00 | | | 962484.00 | | | |
| | Guide # | MEI-15822-F-60-18 | Unit Price | \$ 19,062.50 | | | \$ 19,062.50 | | | |
| GRAND TOTAL FOR BID #23-027 | | | | \$ 8,980,493.38 | | | \$ 1,648,379.71 | -81.64% | | |

January 23, 2025

Item No. 7.3.

Water Wells 10,11,12- BTU Construction agreement

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an aid-in-construction agreement with Bryan Texas Utilites (BTU), in the amount of \$165,508.30 for overhead power upgrades for the Water Wells 10,11,12 and Collection Line project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The wells project location falls within BTU's service area. After coordinating with BTU on power requirements at the well sites it was determined that the existing overhead power is not rated for medium voltage which is needed for wells. This agreement is to upgrade their existing overhead power along Simms Lane Cutoff from Sandy Point Road to the well site, approximately 4,000 feet, to serve wells 11 and 12.

Budget & Financial Summary: A combined budget of \$69,300,000 is available in the Water Capital Improvement Projects Fund. A combined total of \$8,688,101 has been expended or committed to date, leaving a balance of \$60,611,899 for this agreement and any remaining project expenses.

Attachments:

1. Well 10, 11, 12 BTU Construction Agreement - 2403-R-50924 5522 Sims Lane CutOff
2. Wells 10, 11, 12 BTU Cost Letter(Simms Lane)
3. Well 10, 11, 12 Sims Lane CutOff -revised
4. Well 10, 11, 12 ROW Easement(Simms Lane)
5. Wells 10,11,12 and Collection Line

AID-IN-CONSTRUCTION AGREEMENT
CITY OF BRYAN, BRYAN TEXAS UTILITIES

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BRAZOS §

WHEREAS, City of College Station.
(Hereinafter called Requester) is seeking the construction, installation and/or relocation of certain electrical distribution system improvements as outlined in Exhibit A; and

WHEREAS, Bryan Texas Utilities, (hereinafter called “BTU”) will install said electric distribution system improvements; and

WHEREAS, Requester is required to pay a contribution in aid of construction for said electric distribution system improvements in accordance with BTU’s Electric Line Extension Policy; and

WHEREAS, BTU has estimated that the costs (“the estimated costs”) of said electrical distribution system improvements (hereinafter referred to as “the improvements”) to be \$165,508.30;

NOW, THEREFORE, for and in consideration of One hundred sixty five thousand, five hundred and eight dollars and thirty cents (\$165,508.30) and other good and valuable consideration, Requester and BTU hereby agree as follows:

Obligations of BTU:

1. Upon payment of the estimated costs and conveyance of necessary easement rights by Requester, BTU will undertake its obligation relating to the improvements set forth on Exhibit A.
2. Upon completion of the improvements set forth on Exhibit A, BTU will calculate the final costs of the improvements and will provide proof thereof to the Requester.
3. In the event that the final cost of the improvements is less than the estimated costs, BTU will return the difference to Requester within thirty (30) days of making the final cost determination.

Obligations of Requester:

1. Requester will pay the estimated costs prior to commencement of construction of the improvements by BTU.
2. Requester will insure the conveyance to BTU of easement rights as required for the purpose of operation and maintenance of the improvements, as deemed reasonable in the discretion of BTU.
3. In the event that the final cost of the improvements is greater than the estimated costs submitted by the Requester, the Requester agrees to pay the difference to BTU within thirty (30) days of BTU sending an invoice to Requester. Requester agrees that payment of the difference is a prerequisite for receiving electric service from BTU. The electric meter will not be energized until final payment is processed. In no event shall Requester be required to pay more than 125% of the estimated costs
4. Requester warrants that, in the event the property being served by the improvements is sold or otherwise conveyed during the term of this agreement, Requester will remain obligated for any costs exceeding the estimated costs.
5. To the extent authorized by Texas law and the Texas Constitution, Requester hereby agrees to save and hold BTU harmless from any and all claims, judgments, causes of action, or any other type damages which may arise or result, either directly or indirectly, from any of the actions connected with the installation of the improvements, excluding gross negligence and willful misconduct or a claim for breach of this agreement.
6. Upon completion of the improvements, Requester agrees that BTU shall at all times have complete ownership and control of all electric distribution system improvements.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions.

Executed in duplicate originals this _____ day of _____, 20__.

CITY OF COLLEGE STATION

BY: _____

Name: _____

Title: _____

BRYAN TEXAS UTILITIES

BY: _____

Name: Gary Miller

Title: General Manager



10/31/2024

Project #: 2403-R-50924

City of College Station
5522 Sims Lane Cutoff rd
Bryan, Texas

Dear :

Your request for service to your location on 5522 Sims Lane Cutoff rd has been investigated.

Your cost to provide this service is \$165,508.30. Included in this cost is the rebuild of an existing overhead line from #4 ACSR to 1/0 ACSR.

Please note that this AIC amount is based on the line routing we discussed and is subject to change 90 days from the date of this letter.

Before your job can be scheduled for construction, I need the following items returned to me:

AIC invoice and payment with project number referenced on the check,

BTU's Information Desk at 205 E. 28th Street is open between the hours of 8AM and 5PM, Monday through Friday. They will be happy to assist you with accepting your AIC payment and any other requested paperwork.

Please use your assigned project number, **2403-R-50924**, to identify any correspondence you may have with our office. A copy of the project job print is included. I appreciate the opportunity to answer any questions you may have and provide you with competitive reliable electric service.

Sincerely,

Robert Lopez
Line Designer

Office: 979-821-5769
Fax: 979-821-5796
Email: rlopez@btutilities.com



CHARGE TO:
City of College Station
5522 Sims Lane Cutoff rd
Bryan, Texas

MAIL REMITTANCE TO:
Bryan Texas Utilities
Attn.: Robert Lopez
Project #: 2403-R-50924
P. O. Box 1000
Bryan, Texas 77805

| QUANTITY | DESCRIPTION OF ITEM | UNIT PRICE | AMOUNT |
|----------|---|------------|--------------|
| | Cost to provide service to your location on 5522 Sims Lane Cutoff rd. | | \$165,508.30 |

NOTE: Do not include AIC payment in your monthly BTU bill.

ELECTRICAL AND COMMUNICATIONS EASEMENT

STATE OF TEXAS}

COUNTY OF BRAZOS}

KNOW ALL MEN BY THESE PRESENTS

That City of College Station, hereinafter called the Grantors, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do grant unto the City of Bryan, a Texas home rule municipal corporation, doing business as "Bryan Texas Utilities" ("BTU") and to its successors and assigns, an Electrical and Communications Easement upon, under, over, and across property owned by Grantor and located in the County of Brazos, State of Texas, which property (the "Property") is described as follows:

(Describe only the part of Grantor's Property covered by this easement)

BEING called a tract of land consisting of 321.18 acres, being situated in the Francisco Ruiz Survey, Abstract No.48, Being more particularly described in **Volume 8952 and page 152** of the official Public records of Brazos County, Texas.

(herein the "Property")

BEGINNING and ending as shown on the attached Exhibit "A".

The width of this easement hereby granted is described as follows: A 20' electrical and communications easement as shown on the attached Exhibit "A".

(herein the "Easement")

The Easement Area granted by this instrument (the "Easement") is subject to the following conditions:

1. BTU has the right to install, operate, relocate, construct, reconstruct, add to, maintain, inspect, patrol, enlarge, repair, remove and replace Utility Facilities upon, over, under, and across the Property included in the Easement and to remove Utility Facilities from the Property, and the right of ingress and egress on Grantor's property adjacent to the Easement for the same purposes. For purposes of the Easement, the phrase "Utility Facilities" shall include a variable of number of cables, conductors or wires, insulators, cross arms, protective devices, meters, terminal boxes, transformers, structures, poles, props, guys, anchors, conduit, and other necessary and desirable devices relating to electric energy and/or communication.
2. BTU has the right to trim and/or remove, without payment due to Grantor, all trees, branches, underbrush or any other obstruction which might endanger or interfere with the operation, safety, or efficiency of the Utility Facilities on the Property on which the Easement is located.
3. The Grantor covenants for itself, his or her personal representatives, executors, and/or successors and assigns, not to place or maintain any building, structure, or any other obstruction on or within the Easement, or to use the surface of the Easement Area for any purpose that would interfere with or prevent the use by BTU of the Easement for the purposes set forth herein. The Grantor shall have the right to use the surface of the Easement for streets, roads, driveways, alleys, walks, gardens, lawns, plantings or park areas and any other like uses.
4. BTU has the right to assign all or part of the rights granted to it, pursuant to this Agreement it receives under the Easement. The Easement will inure to the benefit of BTU and BTU's successors and assigns.
5. Grantor acknowledges and agrees that the location of the Easement is based only on preliminary surveys and that the rights granted by this Easement shall apply to the actual location of Utility Facilities, when constructed.
6. Grantor binds Grantor and Grantor's heirs, successors, and assigns to WARRANT and FOREVER DEFEND, all and singular, the rights and premises granted to BTU by this instrument.

7. Grantor covenants, represents and warrants that Grantor has good and marketable title to the Property and the unqualified right to grant the privileges contained herein.

IN WITNESS WHEREOF, the Grantors execute this instrument this _____ day of _____, AD 2024.

City of College Station

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____, AD 2024.

Notary Public/ State of _____

IN WITNESS WHEREOF, the Grantors execute this instrument this _____ day of _____, AD 2024.

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____, AD 2024.

Notary Public/ State of _____

IN WITNESS WHEREOF, the Grantors execute this instrument this _____ day of _____, AD 2024.

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____, AD 2024.

Notary Public/ State of _____

IN WITNESS WHEREOF, the Grantors execute this instrument this _____ day of _____, AD 2024.

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____, AD 2024.

Notary Public/ State of _____

RIGHT OF WAY EASEMENT

STATE OF TEXAS}

COUNTY OF BRAZOS}

KNOW ALL MEN BY THESE PRESENTS

That City of College Station, hereinafter called the Grantors, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do grant unto the City of Bryan, a Texas home rule municipal corporation, doing business as "Bryan Texas Utilities" ("BTU") and to its successors and assigns, an easement and right-of-way upon, under, over, and across property owned by Grantor and located in the County of Brazos, State of Texas, which property (the "Property") is described as follows:

(Describe only the part of Grantor's Property covered by this easement)

BEING called a tract of land consisting of 321.18 acres, being situated in the Francisco Ruiz Survey, Abstract No.48, Being more particularly described in **Volume 8952 and page 152** of the official Public records of Brazos County, Texas.
(herein the "Property")

BEGINNING and ending as shown on the attached Exhibit "A".

The width of this easement hereby granted is described as follows: A 20' electrical easement as shown on the attached Exhibit "A".

(herein the "Easement")

The Easement Area granted by this instrument (the "Easement") is subject to the following conditions:

1. BTU has the right to install, operate, relocate, reconstruct, add to, maintain, inspect, patrol, enlarge, repair, remove and replace Utility Facilities upon, over, under, and across the Property included in the Easement and to remove Utility Facilities from the Property, and the right of ingress and egress on Grantor's property adjacent to the Easement for the same purposes. For purposes of the Easement, the phrase "Utility Facilities" shall include a variable of number of cables, conductors or wires, insulators, cross arms, protective devices, meters, terminal boxes, transformers, structures, poles, props, guys, anchors, conduit, and other necessary and desirable devices relating to electric energy and/or communication.
2. BTU has the right to trim and/or remove, without payment due to Grantor, all trees, branches, underbrush or any other obstruction which might endanger or interfere with the operation, safety, or efficiency of the Utility Facilities on the Property on which the Easement is located.
3. The Grantor covenants for itself, his or her personal representatives, executors, and/or successors and assigns, not to place or maintain any building, structure, or any other obstruction on or within the Easement, or to use the surface of the Easement Area for any purpose that would interfere with or prevent the use by BTU of the Easement for the purposes set forth herein. The Grantor shall have the right to use the surface of the Easement for streets, roads, driveways, alleys, walks, gardens, lawns, plantings or park areas and any other like uses.
4. BTU has the right to assign all or part of the rights granted to it, pursuant to this Agreement it receives under the Easement. The Easement will inure to the benefit of BTU and BTU's successors and assigns.
5. Grantor acknowledges and agrees that the location of the Easement is based only on preliminary surveys and that the rights granted by this Easement shall apply to the actual location of Utility Facilities, when constructed.
6. Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT** and **FOREVER DEFEND**, all and singular, the rights and premises granted to BTU by this instrument.
7. Grantor covenants, represents and warrants that Grantor has good and marketable title to the Property and the unqualified right to grant the privileges contained herein.

Investigate Number: 2403-R-50924

Map Number: 192-384

IN WITNESS WHEREOF, the Grantors execute this instrument this _____ day of _____, AD 2024.

City of College Station

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____, AD 2024.

Notary Public/ State of _____

IN WITNESS WHEREOF, the Grantors execute this instrument this _____ day of _____, AD 2024.

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____, AD 2024.

Notary Public/ State of _____

IN WITNESS WHEREOF, the Grantors execute this instrument this _____ day of _____, AD 2024.

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____, AD 2024.

Notary Public/ State of _____

IN WITNESS WHEREOF, the Grantors execute this instrument this _____ day of _____, AD 2024.

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____, AD 2024.

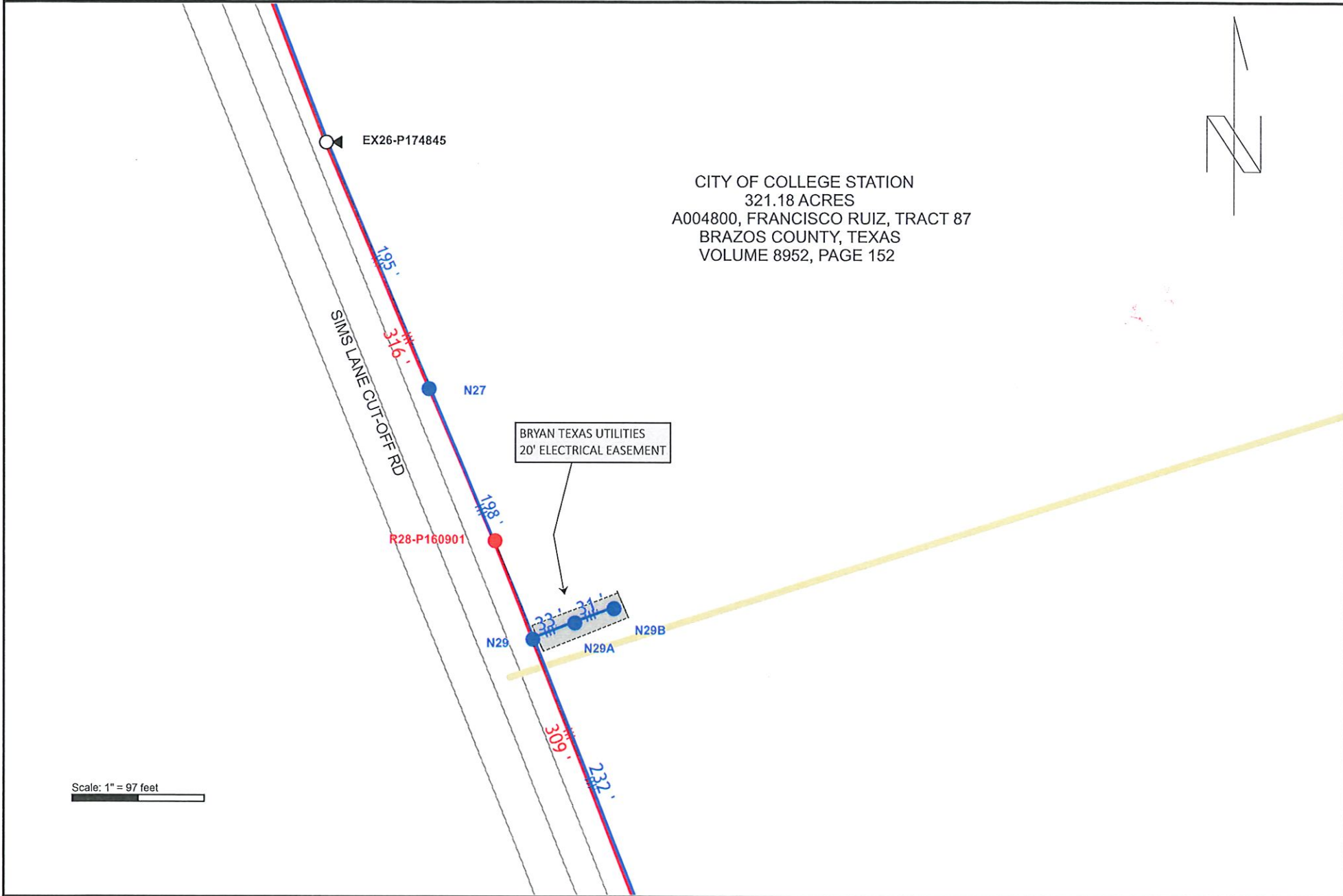
Notary Public/ State of _____

CUSTOMER NAME CITY OF COLLEGE STATION PHONE 979-764-6248
SERVICE ADDRESS 5522 SIMS LANE CUTOFF
PROJECT NO 2403-R-50924 JOB NO JOB1

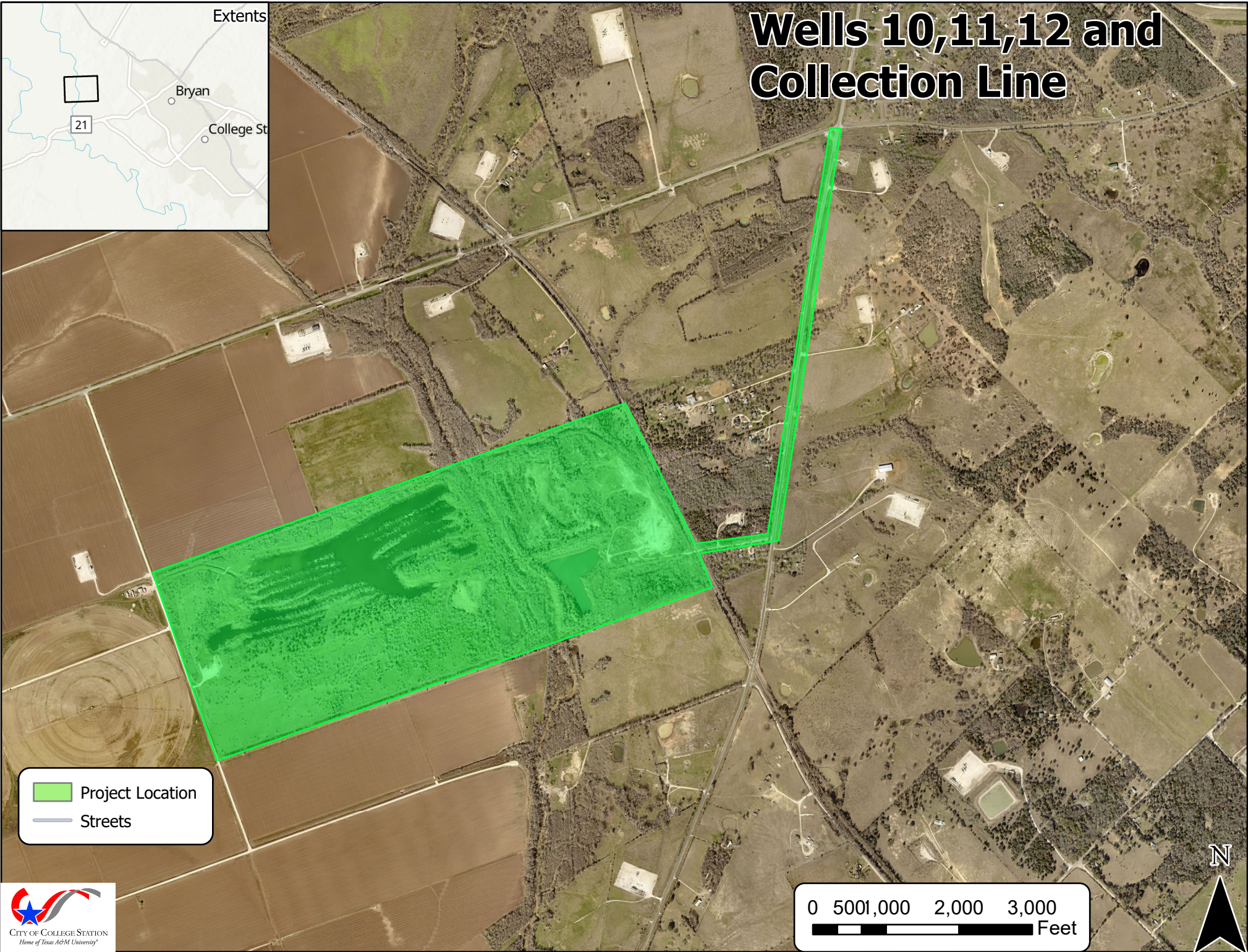
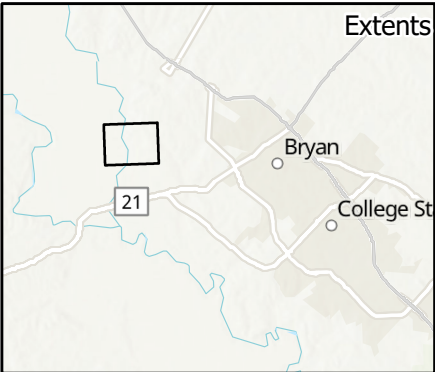
EXHIBIT "A"

BRYAN TEXAS UTILITIES

979-821-5770



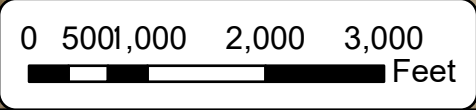
Wells 10,11,12 and Collection Line



Project Location

Streets

This legend box contains two entries. The first is a green square followed by the text 'Project Location'. The second is a grey line followed by the text 'Streets'.



January 23, 2025

Item No. 7.4.

Carter Creek Wastewater Treatment Plant Improvements

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a Professional Services Contract with Freese and Nichols, Inc (FNI) for \$3,681,493 for the design and construction administration for the Carter Creek Wastewater Treatment Plant Improvements Project and a Resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals:

Core Services and Infrastructure

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

Summary: The Carter Creek Wastewater Treatment Plant (WWTP) Improvements includes the design and construction of a filters structure, UV treatment facility, and other necessary improvements. These improvements were identified in a preliminary engineering report (PER) provided by the design engineer, FNI. The filter media type, UV technology, and site layout has been identified in the PER. These improvements will be designed to improve the treatment of the plant effluent and hydraulic efficiency through these structures.

Budget & Financial Summary: Budget in the amount of \$22,000,000 is included for this project in the Wastewater Capital Improvement Projects Fund. Nothing has been spent or encumbered to date, leaving a balance of \$22,000,000 for this contract and future expenses.

The “Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt” is necessary for this project because all of the long-term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

Attachments:

1. CCWWTP Improvements DRR 1-23-25
2. CCWWTP Improvements Map
3. CCWWTP Improvements Design Contract Vendor Signed

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$22,000,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 23rd DAY OF January, 2025.

John Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

(Seal)

APPROVED:

A handwritten signature in blue ink, consisting of stylized initials and a surname, positioned above a horizontal line.

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

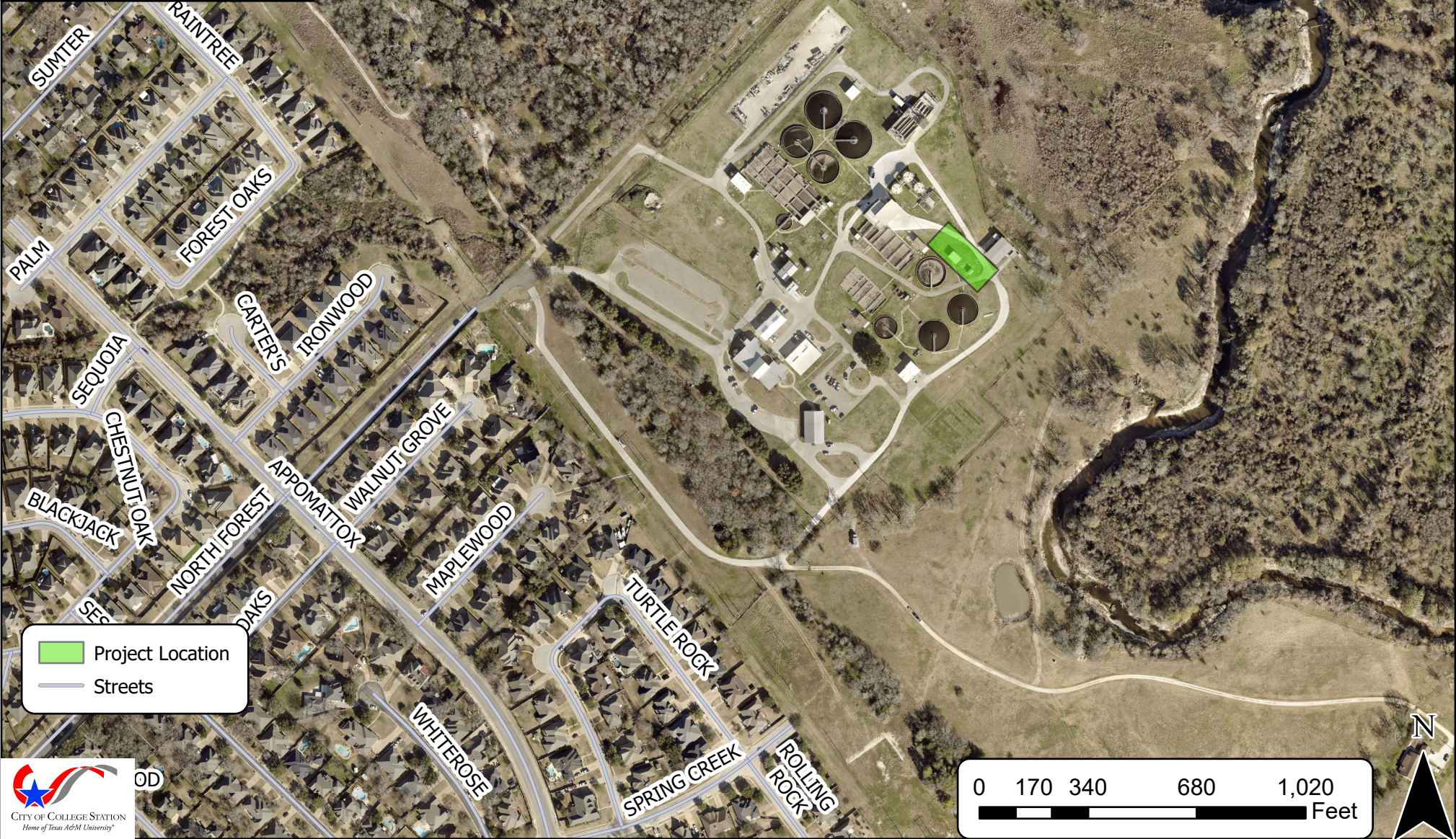
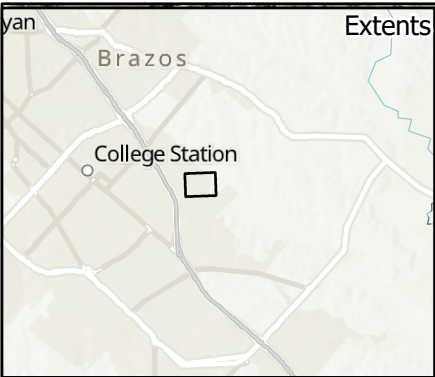
Exhibit "A"

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

Carter Creek Wastewater Treatment Plant (CCWWTP) Improvements (\$22,000,000)

This project includes the design and construction of a filters structure, UV treatment facility, and other improvements as identified in a preliminary engineering report. The filter media type, UV technology, and site layout was identified in this report. The improvements will improve the treatment of plant effluent and hydraulic efficiency through these structures.

Carter Creek WWTP Improvements





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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300225 PROJECT#: WW2400 BID/RFP/RFQ#: _____

Project Name / Contract Description: CCWWTP Phased Enhanced Filtration

Name of Contractor: Freese and Nichols Inc.

CONTRACT TOTAL VALUE: \$ 3,681,493.00 Grant Funded Yes No
If yes, what is the grant number:

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

NEW CONTRACT RENEWAL # _____ CHANGE ORDER # _____ OTHER _____

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

Budget in the amount of \$22,000,000 is currently appropriated for this project in the Wastewater Capital Improvement Projects Fund. Nothing has been spent or encumbered to date leaving a balance of \$22,000,000 for this contract and future expenses.

Reimbursable expense shall not exceed 20,000.

CRC Approval Date*: N/A (if required)* Council Approval Date*: 1/23/24 Agenda Item No*: _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 1/13/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

LEGAL DEPARTMENT DATE

ASST CITY MGR – CFO DATE

APPROVED & EXECUTED

CITY MANAGER DATE

n/a
MAYOR (if applicable) DATE

n/a
CITY SECRETARY (if applicable) DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT
WITH CONSTRUCTION**

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and Freese and Nichols, Inc. (FNI), a ^{Texas} corporation (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
SCOPE OF SERVICES**

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the “Project”):

Carters Creek Wastewater Treatment Plant Effluent Filter Improvements - Phase II (WW2400)

**ARTICLE II
PAYMENT**

2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed Three million six hundred and eighty-one thousand four hundred and ninety-three dollars and ⁰⁰ /100 Dollars (\$ 3,681,493.00).

2.02 Virtual Payment Method. For increased payment and financial information security, the Contractor must use the City’s approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City.

**ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST**

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

- (a) Conceptual Design: 0 **calendar days** after the authorization to commence planning.
- (b) Preliminary Design: 0 **calendar days** after authorization to commence PPD.
- (c) Final Design: 365 **calendar days** after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date(s):

365 days from notice to proceed.

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant’s services to meet the City’s project milestone dates, which are included in this Contract. The Consultant’s schedule shall include allowances for periods of time required for the City’s review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has absolute control shall not be exceeded without written approval from the City. Consultant may request in writing an extension of the contract time due to delays beyond their control. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule (“Recovery Plan”). With the City’s approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

- (1) The time for the completion of all Work described in this Agreement are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industry conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant's scope of services and schedule are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be deducted by the City from current amounts owed to Consultant for payment or from final payment.

- (2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, or fail, or refuse to complete the Work within the times specified in the Consultant's scope of services and schedule, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion of the task(s) in question, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet any of the deadlines specified in the Consultant's scope of services and schedule for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

3.08 The construction budget for this Project, which is established as a condition of this Contract is \$ 18,279,133. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV CONCEPTUAL DESIGN

4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule

and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V PRELIMINARY DESIGN

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI FINAL DESIGN

6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's *current* pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII BID PREPARATIONS & EVALUATION

7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act

on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.

8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

8.07 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

8.09 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

8.10 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.

8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX CHANGE ORDERS, DOCUMENTS & MATERIALS

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, the Scope of Services, and the Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

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

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

9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.05 The Consultant shall furnish the City with both electronic (PDF) and CAD file sets of all plans and specifications. The Consultant shall provide the City one (1) set of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X WARRANTY, INDEMNIFICATION & RELEASE

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the

City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

10.02 The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity.

- (a) **To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnatee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR**

WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

- (b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.**
- (c) Consultant shall procure liability insurance covering its obligations under this section.**
- (d) It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. 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.**

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

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI INSURANCE

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

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

11.02 Types. Consultant shall have the following types of insurance:

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

11.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.04 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

- (a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

11.05 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.06 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.07 Workers’ Compensation/Employers Liability Insurance Requirements. The following Workers’ Compensation Insurance requirements shall apply; and the term “contractor” shall be construed to mean “consultant” as identified in this Contract:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers’ compensation insurance policy: either directly through their employer’s policy (the Consultant’s, or subcontractor’s policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the

subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

(b) The workers' compensation/Employer's Liability insurance shall include the following terms:

- i. Employer's Liability limits of \$1,000,000 for each accident is required.
- ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- iii. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

i. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage

agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

- iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- v. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - A. a certificate of coverage, prior to the other person beginning work on the project; and
 - B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
- x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

11.01 Professional Liability Requirements. The following Professional Liability requirements shall apply:

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

- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.
- (d) Retroactive date must be shown on certificate.

**ARTICLE XII
USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

12.01 Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents) ("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

12.02 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this

Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII TERMINATION

13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV MISCELLANEOUS TERMS

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

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

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

City of College Station

Attn: Casey Rhodes
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
crhodes @cstx.gov

Freese and Nichols, Inc. (FNI)

Attn: Gennady Boksiner
12770 Merit Drive
Dallas, TX 75251
gb@freese.com

14.04 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party’s right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

14.05 This Contract represents the entire and integrated contract between the City and the Consultant and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

14.06 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

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

14.08 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof

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

14.09 The Consultant, its agents, employees, and subconsultants must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

14.10 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

14.11 This Contract goes into effect when duly approved by all the parties hereto.

14.12 Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

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

14.14 Verification No Boycott of Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

14.15 Verification No Boycott of Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

14.16 Force Majeure. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class of kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is cause by force majeure.

List of Exhibits

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

FREESE AND NICHOLS, INC.

CITY OF COLLEGE STATION

By: Richard Weatherly

By: _____
City Manager

Printed Name: Richard weatherly

Date: _____

Title: vice president

APPROVED:

Date: 1/10/2025

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A – ENGINEERING SCOPE OF SERVICES
City of College Station
Carters Creek Wastewater Treatment Plant Effluent Filter Improvements - Phase II

PROJECT UNDERSTANDING AND ASSUMPTIONS:

The Carters Creek Wastewater Treatment Plant (CCWWTP) was built in 1956 to treat wastewater from the City of College Station. It is the largest of the three WWTPs owned and operated by the City. Carters Creek WWTP is permitted to handle an average annual daily flow (AADF) of 9.5 million gallons per day (MGD) and a peak 2-hour flow of 30 MGD. In 2015, the City retained Freese and Nichols, Inc. (FNI) to prepare a wastewater master plan to identify deficiencies in the current wastewater system and develop a capital improvements program. The Master Plan recommended incorporating effluent filters at the Carters Creek WWTP to improve the effluent quality. Consequently, FNI was retained by the City in 2022 to evaluate the addition of a new filter facility at the CCWWTP as part of the Effluent Filters Preliminary Evaluation project.

The evaluation revealed that the plant lacks the required hydraulic head between the existing secondary clarifiers and the UV system to allow flow through the filters via gravity. Additionally, the existing UV system is approaching the end of its useful life and is being encroached upon by the rising floodplain. Based on these findings, FNI recommended the addition of a new facility that includes a new effluent filtration system, a new UV system, and an effluent pump station to pump plant effluent to Carters Creek during a flood event when gravity flow through the outfall system is not possible. The recommendation also included a new outfall structure and piping to discharge effluent to a new location along Carters Creek, as the current outfall structure and piping had failed. A new non-potable water pump station and a reclaimed water pump station were also proposed as part of the recommended alternative. As emergency repairs were needed at the existing outfall location due to the failure of the existing system, the City decided to split the filter improvements design phase into two projects to expedite the outfall improvements.

The Phase I - Outfall Improvements Project, currently in the design phase, consists of installing two parallel outfall pipes connected to the existing outfall pipes, a new junction box with a stub-out to connect to the proposed effluent facility, a new outfall headwall structure, and complete demolition of existing outfall pipes and structure.

The Phase II – Effluent Filter Improvements project (this project) will consist of the following components:

- Demolition of existing Autothermal Thermophilic Aerobic Digestion (ATAD) facility;
- Demolition of existing bio-filter facility;
- New cloth media filter system with fixed mechanical aerators;
- New inclined UV disinfection system;
- New effluent pump station with submersible pumps sized to accommodate peak 2-hour flow through the plant;
- New non-potable water system;
- New reclaimed water pump station and connection to the existing line;
- New sodium hypochlorite storage building;
- Yard piping;
- Site civil improvements; and

- Electrical & Instrumentation improvements.

ARTICLE I - BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services for the development of the Project:

A. Phase 1 – Final Design Services:

1. Perform general administrative duties associated with the Project, including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration, project team management, and implementation of a Quality Assurance (QA) and Quality Control (QC) program for the Project, and invoicing for the scope items identified below. Documentation shall be in accordance with the City's requirements for the Project. These duties include maintaining regular communication with the City to help meet the needs of the City in a timely manner and executing work per the work plan, budget, and schedule.
2. Prepare monthly project reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare and submit monthly invoices.
3. Conduct a kickoff meeting to review scope, schedule, and budget; to determine any special conditions that may affect the Project; to discuss administrative requirements of City; and to review Project criteria and the City's goals and expectations for the Project. Kickoff meeting to be held at City's designated office. After the kickoff meeting, conduct one site visit by the engineering team to the WWTP, for field evaluation, and coordination of design needs for completion of the project.
4. Manage efforts of internal design team and subconsultants on the Project and perform Quality Control reviews of all deliverables. Quality Control reviews will include use of FNI's Disciplinary QC checklists, provision of QC Plan Documentation and provision of comment/response forms for documenting and responding to City comments on all submittals.
5. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The Project schedule will not be resource loaded.
6. Opinions of Probable Construction Cost:
 - a. Prepare opinion of probable construction cost (OPCC) for the project.
 - b. (OPCC will be developed for the various project completion levels as described below.
 - c. FNI has adopted the Association for the Advancement of Cost Engineers (AACE, now AACE International) definitions for opinions of probable construction cost for treatment plant projects. AACE International defines five classes of cost estimates for a project in their Recommended Practice No. 18R 97. The classifications are widely accepted guidelines within the engineering/architecture community for defining levels of project maturity and the expected range of accuracy for associated project cost opinions. The classifications range from Class 5 to Class 1 for the lowest to the highest levels of the project definition.

The purpose of these classifications is to improve communication among the project stakeholders involved with preparing, evaluating, and using cost opinions. FNI design services typically fall within Class 5 to Class 3 estimates. Classes 2 and 1 are reserved for bid phase and construction phase pricing coordination by a Contractor. The classification definitions are summarized in the table below.

| Estimate Class | Level of Project Definition | End-Use | Expected Accuracy Range |
|-----------------------|------------------------------------|---------------------------------|--|
| Class 5 | 0% to 2% | Screening or feasibility | Low: -20% to -50% High: +30% to +100% |
| Class 4 | 1% to 15% | Concept Study or Feasibility | Low: -15% to -30% High: +20% to +50% |
| Class 3 | 10% to 40% | Budget Authorization or Control | Low: -10% to -20% High: +10% to +30% |
| Class 2 | 30% to 75% | Control or Bid/Tender | Low: -5% to -15% High: +5% to +20% |
| Class 1 | 65% to 100% | Check Estimate or Bid/Tender | Low: -3% to -10% High: +3% to +15% |

d. In providing opinions of costs, financial analysis, economic feasibility projections, and schedules for the Project, the City recognizes that FNI has no control over any of the following: the cost or price of labor and materials from contractors and suppliers; unknown conditions of existing equipment or structures that may affect operations and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operation personnel; and other market, economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the City recognizes that FNI makes no warranty or guarantee that the actual project cost, financial aspects, economic feasibility, or schedules will not vary from FNI’s opinions, analyses, projections, or estimates.

7. Meetings and Site Visits:

- a. Conduct monthly progress meetings, up to a maximum of (4) four meetings during the design phase.
- b. Conduct up to two (2) additional site visits by the engineering team to the treatment plant, for coordination on detailed design aspects for completion of the Project.
- c. Meetings to be held in person at City’s designated office.
- d. Conduct up to two (2) full day trips with the City’s operation and/or maintenance personnel to observe proposed UV equipment at other WWTPs.

8. Conduct a comprehensive 3D Matterport scan of the Carters Creek WWTP. The scan will consist of a high resolution 360-degree imagery and spatial data of all process areas. This scan will be post-processed to create a navigable 3D model of the plant that will be used for visual references, and spatial measurement during design phase and O&M development of the plant. Two (2) full day site visits will be conducted by the team to capture the data.

9. Detailed design elements shall be developed using AutoCAD, Autodesk Revit BIM and Civil 3D software for modeling the plant arrangement, coordinating with the City on the detailed mechanical, equipment, and structures, and for the development of plan sheets for bidding purposes. As such, some reviews will include 3D BIM Model reviews, and some will incorporate traditional 2D plan reviews. Proposed review workshops and milestones are listed below. Prepare BIM models, drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed for each milestone submittal described below and for the final construction contract documents. For the purposes of design planning, the alternative is assumed to include the major items listed in the narrative.
10. Conduct progress review and QC workshops with the City during the Design Phase. FNI will submit relevant 3D models, drawings, specifications, and detailed data for each review workshop two weeks prior to the workshop dates to allow the City adequate time for review and comment.
 - a. Level 2 Review - Model Overview Submittal (35-45% Design Level): The Level 2 review will include a single-day workshop to provide model reviews and/or printed isometric views of proposed major facility improvements. City shall receive a walk-through of the facility models, using designated model review software, including relevant treatment process, structural, electrical, architectural, and plumbing/HVAC elements. FNI will document and address City comments before developing detailed construction contract drawings.
 - b. Level 3 Review – Midpoint Submittal (60-70% Design Level): The Level 3 review will include a single-day workshop to provide a detailed review of both model spaces and conventional 2D construction contract drawings for the proposed design improvements and draft specifications. Level 3 review will also include various disciplinary cross-check reviews and QCs by FNI, including constructability review. FNI will document and address City comments before developing the Level 4 submittal.
 - c. Level 4 Review – Final Submittal (90-100% Design Level): The Level 4 review will include a single-day workshop to provide a detailed review of all final design plans and specifications, final constructability reviews, final disciplinary cross-check reviews and disciplinary QC documentation. FNI will document and address City comments before developing final plans and specifications for construction.
 - d. Conduct a single-day Maintenance of Plant Operations (MOPO) and Construction Sequencing workshop at the 90% level to discuss the finalized sequence of construction and MOPO plans for the plant improvements.
 - e. All workshops will be conducted in the City’s designated offices.
11. Plans and Specifications for site development will be submitted through the City’s planning and development process for construction permitting. The City will coordinate obtaining all local government permits.
12. As part of all final design submittals, electronic digital files for design calculations, process modeling, and CAD/Revit files shall be submitted to the City.
13. Advise the City of the need for and recommend scope of additional subsurface investigations, special analysis, physical hydraulic model studies, underwater exploration and mapping, etc., and the retention of special consultants beyond those identified in these Basic Services or

Special Services. The cost of such services shall be Additional Services and are not included in the Basic Services performed by FNI.

14. Submit letters, notifications, drawings, specifications, design documentation and Construction Contract Documents to the applicable federal and state agency(-ies) for regulatory approval, where required.
15. No occupied building are anticipated on this project. Coordination for required ADA compliance rule reviews and associated approvals, with the City's designated authority for review of building facilities will be Additional Services.
16. This project assumes the use of City's standard construction documents including the General Conditions, specifications, details and design guidelines. FNI will use its technical standards for drawings and its technical specifications. FNI will coordinate with the City for any changes to match required specification standards in the Supplemental Conditions and Front-End Documents.
17. This scope of work assumes the Project is delivered using Competitive Sealed Proposals (CSP).
18. Furnish such information necessary to utility companies whose facilities may be affected, or whose services may be required for the Project.
19. Prepare bidder's proposal forms (Project quantities) of the improvements to be constructed.
20. Submit a summary letter to TCEQ verifying the project was designed in accordance with subchapter 217 of the TCEQ regulations. Plans and specifications will be submitted if requested by TCEQ.
21. In coordination with the City, assist the City in development of CSP selection criteria, assist in development of bidding documents for CSP using the City's standard construction contract documents format.
22. Furnish one electronic PDF copy of drawings, specifications, and bid proposals for each submittal review and workshop above, for review and approval by City. Upon final approval by the City, FNI will provide one electronic PDF copy of "Final" sealed drawings and in CAD file format.

B. Phase 2 – Existing Plant O&M Manual Development

1. Provide a new Operations and Maintenance (O&M) Manual for the Carters Creek Wastewater Treatment Plant to reflect the current operation and maintenance requirements of the plant. O&M narrative for the new facility that will be constructed as part of this project will be provided under Phase 6. The O&M Manual shall be consistent with current TCEQ regulatory requirements. The O&M Manual will include all existing equipment operations of the plant.
2. The following topics will be covered in the O&M:

- a. Description of the existing plant layout, and unit processes. The basis of the design of influent loading will be based on available information. Process modeling and influent characterization and sampling will be an Additional Service.
 - b. Current TCEQ permit.
 - c. Process control strategy for the following existing process areas: Influent pump station, diversion pump station, headworks, odor control facility, aeration basins 2 – 5, secondary clarifiers 2 – 5, blower buildings, RAS/WAS pump stations, solids handling system, electrical facilities and equipment that are in service and required for the complete functioning of the treatment plant.
 - d. Schedule of maintenance for each treatment equipment in service at the WWTP.
 - e. Sampling and Lab requirements.
 - f. Emergency and safety procedures.
3. Conduct two (2) full-day site visit to take photos and drone photography of the existing process and electrical units.
 4. Conduct three meetings to discuss the City's current operating strategy for each piece of equipment currently in service. Meetings to be conducted virtually via Teams.
 5. Participate in one (1) quality control review workshop to facilitate quality control, review updated sections of the manual, and receive input from the City. Workshop to be conducted in-person at the City's designated location.
 6. Submit three (3) hard copies of the final O&M Manual and one (1) electronic copy in searchable PDF format to the City.
 7. Existing electrical equipment manufacturer O&M's will be provided by the City.

C. Phase 3 – Procurement Services:

Procurement phase services assume the Project is procured based on a Competitive Sealed Proposal selection process. Upon completion of the design services and approval of "Final" drawings and specifications by the City, FNI will proceed with the performance of services in this phase as follows:

1. Assist the City by responding to questions and interpreting proposal documents. Prepare and issue addenda to the proposal documents to plan holders, if necessary, following the City's standard bid process.
2. Assist the City in conducting two (2) separate pre-proposal conferences for the construction project and coordinate responses to questions with the City. Responses to the pre-proposal conference questions will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-proposal conference.
3. Develop an example "Construction Sequence" presentation, demonstrating to potential contractors possible methodologies for sequencing construction events. FNI will also provide special procedures and construction constraints, clearly identified in the plans, specs and presentation, to define limitations for the Contractor to take any unit process or plant facility out

of service for construction. Present the sample construction sequence at the pre-proposal conferences.

4. Assist the City in securing Competitive Sealed Proposals.
5. In coordination with the City, assist the City with evaluating proposals for compliance with the Contract Documents. FNI will not be a voting member of the CSP selection panel but will assist with the CSP award process (no interviews are assumed as part of this scope).
6. The City will receive and open, and evaluate Competitive Sealed Proposals based on the published proposer evaluation criteria at the appointed time. Assist the City with the final negotiation with the selected Contractor.
7. Assist the city in preparing "Issued for Construction" Construction Contract Documents. "Issued for Construction" drawings and specifications shall incorporate any changes from addenda into the final electronic documents, and the documents shall be reprinted with the appropriate changes notated and clouded per FNI record drawing standards.
8. Provide one (1) electronic copy of the "Issued for Construction" specifications, which include information from the selected contractor's proposal documents, legal documents, addenda, and directions for the execution of these documents for execution by the construction Contractor and the City. Distribute one (1) electronic copy of executed documents to the Contractor with a Notice of Award. Provide City and FNI with one (1) electronic copy of each of these documents. Additional sets of executed documents can be provided as an additional service.
9. Furnish the City one (1) copies and the Contractor one (1) electronic copy of the half-sized drawings and Conformed specifications for construction pursuant to the General Conditions of the Construction Contract. Additional hard copy sets of Conformed documents can be provided as an additional service. An additional hard copy of half-sized drawings and conformed drawings shall be provided to FNI.
10. Furnish the City with one (1) electronic set and the Contractor with one (1) electronic set of drawings for use during construction. Additional set of documents can be provided as an additional service.

F. Phase 4 – Construction Phase Services:

Upon completion of the procurement phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect the City in providing these services. However, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. This scope assumes that the services of a Resident Project Representative (RPR) will not be provided by FNI. It is assumed that the City will provide day-to-day

construction quality inspections and field checks of materials and equipment. RPR service will be an Additional Service.

1. Assist the City in conducting one (1) pre-construction conference with the selected Contractor at the construction site, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract, and proposed construction.
2. Participate in thirty (30) Construction Progress Meetings with the City and the Contractor at the construction site to observe the progress and the quality of work and to attempt to determine, in general, if the work is proceeding in accordance with the construction Contract Documents. In this effort, FNI will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the City. Assist the City in establishing an agenda for these meetings, facilitate meeting discussion, and provide minutes for each meeting for City and Contractor comment.
3. Make up to thirty (30) additional visits to the site, non-concurrent with the monthly site visits and meetings, to provide additional specialty observation or inspection associated with structural, electrical, site civil and process mechanical work as may be required for the Project. Visits to the site in excess of the specified number is an Additional Service.
4. Establish communication procedures with the City and Contractor. Submit thirty-three (33) monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, payments made, construction schedule and pending and approved contract modifications.
5. Establish and maintain a project documentation system using FNI's FNIManager Project Document System, consistent with the requirements of the construction contract documents. Monitor the processing of Contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review and respond to Contractor's submittals, including requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the Project. Monitor the progress of the Contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
6. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract. Project assumes thirty-three (33) monthly pay requests will be processed by FNI.
7. Notify the Contractor of non-conforming work observed during site visits. Recommend actions to correct defective work and recommend to City any special materials tests or performance tests needed.
8. Interpret the drawings and specifications for City and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

9. Review up to one hundred (100) quality-related documents provided by the Contractor such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents. The number of quality documents identified is estimated by FNI based on performance on similar projects and the number of documents identified in the plans and specifications. Review of Contractor quality-related documents in excess of this amount is an Additional Service.
10. Provide for Review of Contractor's requests for information (RFIs). Maintain document control systems, review Contractor RFIs and prepare responses in accordance with the Contract Documents. Provide interpretation and communicate engineering intent if information is not explicitly addressed in the Contract Documents. It is anticipated that FNI will review and respond to up to a total of fifty (50) RFIs. Review of RFIs in excess of the specified number is an Additional Service.
11. Provide for review of Contractor submittals including shop drawings, operation and maintenance manuals and other documentation required by the construction contract documents. It is anticipated that FNI will review and respond to up to a total of two hundred and sixty (260) submittals and resubmittals. Review of submittals in excess of the specified number is an Additional Service.
12. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the Contractor on behalf of the City to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the City. Documentation of field orders, where completion schedule or cost to City is not impacted, will also be prepared. FNI will process up to fifteen (15) Cost Proposals (CPs), ten (10) Requests for Cost Proposals (RCPs), five (5) change orders and five (5) field orders during the construction phase. Providing these services to review or evaluate construction Contractor's claim(s) or City-initiated changes, supported by causes not within the control of FNI, above these amounts are an Additional Service. Investigations, analyses, studies, or designs for substitutions of equipment or materials, corrections of defective or deficient work of the Contractor or other deviations from the construction contract documents requested by the Contractor and approved by the City are an Additional Service. Substitutions of materials or equipment or design modifications requested by the City are an Additional Service.
13. FNI will attend one (1) facility startup planning meetings, to discuss facility startup plan and startup coordination for the facility. An additional 40 hours are assumed for startup assistance and performance optimization of the new project units.
14. Conduct, in company with City's representative, one (1) substantial completion walkthrough of the Project to establish final punchlists for project completion of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Contractor before the recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the Contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Visiting the site to review completed work for more than one (1) trip is an Additional Service.

15. Conduct, in company with City's representative, one (1) final completion walkthrough of the project to verify the completion of punch list items for granting final completion to the Project.

E. Phase 5 – Post Construction Phase Services:

1. Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting changes in the Project made during construction. One (1) half-size sets of prints of "Record Drawings" and one (1) full-size prints and electronic copy in PDF format shall be provided by FNI to City. All digital record drawings and model files will be provided to the City via electronic submission.
2. Provide an updated Operations and Maintenance (O&M) Manual for the treatment plant to reflect changes in the operation of the plant. The O&M Manual shall be consistent with current state regulatory requirements. The O&M Manual will include all new equipment operations of the plant, and related unit process operations. Participate in one (1) quality control review workshops to facilitate quality control, discuss O&M Manual progress, review updated sections of the manual, and receive input from the City. Prepare three (3) hard copies of the final O&M Manual and one (1) electronic copy in searchable PDF format to the City.
3. Coordinate scheduling of, and participate in end-of-warranty inspections, scheduled approximately one (1) month prior to completion of the Contractor's warranty period. FNI will provide a letter to the Contractor for each inspection identifying any deficiencies found in workmanship, materials or equipment, and the recommended actions to be taken with a schedule of completion. One (1) warranty inspection is scheduled as eight (8) hours duration for a professional engineer with some assistance from an engineer-in-training.

F. Phase 6 – Subsurface Utility Engineering (SUE):

1. Provide SUE investigation of critical areas at the treatment plant site to detect underground utilities including, water lines, wastewater lines, gas and/or oil lines, electric conduit and buried electrical power, phone, fiber optic and other buried infrastructure.
2. Perform up to 10 SUE Quality Level A test holes to confirm the horizontal and vertical location of existing utilities that cross proposed structures or alignments. To the extent possible, perform test holes as close as possible to anticipated crossing locations. Coordinate test hole work with the applicable utility company and acquire any necessary permits or permissions. Survey the location and results of test holes and incorporate them into the Project's base CAD file and reflect the relevant information in the plan sheets and specifications; submit a separate summary report of the findings, signed and sealed by a licensed professional engineer. The report should include site photos, ground elevation, depth to top of utility elevation, horizontal location coordinates and type of material of existing utility.

G. Phase 7 – TPDES Permitting Amendment:

3. Compile Existing Information: FNI will utilize the current TPDES permit application forms provided by the TCEQ. FNI will coordinate with the City to review and update data, identify other information needed for the application, and take photographs and make general

observations at the facility. FNI will review the previously submitted application and utilize existing data and information to extent possible.

4. Compile Effluent Analysis Results: FNI will prepare a data request memorandum outlining the required laboratory analyses for the permit application, which FNI will coordinate the required effluent collection and analysis by the laboratory. FNI will engage accredited laboratory for analytical sampling for the permit amendment application. FNI will provide the laboratory copies of tables to be completed from the current TCEQ application form, including the analyses of pollutants in treated effluent. The laboratory will complete these tables to reduce the risk of transcription errors.
5. Prepare Permit Application and Transmittal Letter: FNI will prepare the draft permit application and provide a digital copy for the City's review. FNI will finalize the application based on the City's comments and submit a final original application and four copies to TCEQ on the City's behalf. FNI will also provide up to three hard copies copies of the final application for the City's files.
6. Post Application Follow-up: Following submittal of the application, FNI will answer questions and respond to requests for additional information, if any. Up to twenty (20) hours of follow-up to address questions raised during the TCEQ application review period is assumed.
7. Review Draft TPDES Permit: FNI will review the draft TPDES permit issued by the TCEQ following TCEQ's review of the renewal application. FNI will prepare a memorandum outlining the changes to the draft permit and general comments regarding the draft permit for the CITY to review prior to the TCEQ response deadline.

H. Phase 8 – Topographical Survey

8. Provide additional Topographic Surveying of the plant site as required for the design phase.

I. Phase 9 – Geotechnical Services

9. Provide a Geotechnical Investigation and Geotechnical Engineering Report of the plant site required for the design phase.

J. Phase 10 – Asbestos and Lead Survey:

10. Coordinate with a third-party licensed asbestos consultant to conduct a survey at the existing ATAD and biofilter facility. The asbestos consultant will provide a report with the findings of the survey.
11. Provide, based on the findings of the asbestos surveys, the asbestos abatement specifications that the third-party asbestos consultant will develop for incorporation into the Project Documents.
12. Coordinate with a licensed third-party lead consultant to conduct a survey at the existing ATAD and biofilter facility. The lead consultant will provide a report with the survey's findings.

13. Provide, based on the findings of the lead inspections, the lead abatement specifications that the third-party asbestos consultant will develop for incorporation into the Project Documents.
14. Submit an electronic copy of the summary reports to the City.

K. Phase 11 – Materials Testing

15. Provide for construction material testing for purposes of the City's quality control during construction. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials for quality control of the Project. Testing services will be done in accordance with the minimum requirements defined in the project specifications. Retest due to deficient work shall be performed at the Contractor's expense per the contract documents. Changes to the project limits or scope of construction, either during design or construction may necessitate a change in testing services and may constitute Additional Services.
16. An allowance of \$40,000 is assumed for this effort.

ARTICLE II – ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by City, which are not included in the above-described Basic or Special Services, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. GIS mapping services or assistance with these services.
- C. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- D. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by City.
- E. Providing renderings, models, and mock-ups requested by the City.
- F. Revising drawings, specifications, or other documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of FNI.
- G. Providing consultation concerning the replacement of any work damaged by fire or other cause during the construction and providing services as may be required regarding the replacement of such work.
- H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by City.
- I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- J. Providing shop, mill, field or laboratory inspection of materials and equipment.
- K. Observing factory tests of equipment at any site remote to the Project or observing tests required as a result of equipment failing the initial test.
- L. Conducting pilot plant studies or tests.
- M. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

City of College Station
Carters Creek WWTP Effluent Filter Improvements Phase II
Engineering Scope of Services

- N. Services of a Resident Project Representative (RPR) to act as Owner's on-site representative during the Construction Phase
- O. Furnishing Special Inspections required under the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract.
- P. Assisting City in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- Q. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- R. Assisting City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- S. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- T. Performing investigations, studies, and analyses of work proposed by construction Contractors to correct defective work.
- U. Design, contract modifications, studies or analyses required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Agreement.
- V. Services required to resolve bid protests or to rebid the Projects for any reason.
- W. Visits to the site more than the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.
- X. Any services required because of default of the Contractor(s) or the failure, for any reason, of the Contractor(s) to complete the work within the contract time.
- Y. Providing services after the completion of the construction phase not specifically listed in Basic Services.
- Z. Providing Basic or Additional Services on an accelerated time schedule. The scope of this service includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
- AA. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- BB. Providing services to review or evaluate construction Contractor's claim(s), provided said claims are supported by causes not within the control of FNI.
- CC. Providing value engineering studies or reviews of cost savings proposed by Construction Contractors after bids have been submitted.
- DD. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this Professional Services Agreement.
- EE. Provide follow-up professional services, including warranty inspections, during Contractor's warranty period.
- FF. Providing data, reports or briefings to City Councils or governing boards on the status of the Project.
- GG. Designing additional facilities beyond those identified in Basic Services.
- HH. The scope of services for this project is based on the assumption that the application will be processed by the TCEQ as an uncontested, routine TPDES permit application. If the permit becomes contested, additional effort would be necessary. Other items that would be considered

additional services would include, but not necessarily be limited to, attending meetings with the TCEQ; applying for a buffer zone variance; and follow-up with TCEQ beyond the services provided in Phase 6, paragraph 4 above.

- II. Preparation of a Stormwater Pollution Prevention Plan (SWPPP) for the Project.
- JJ. Providing services for pre-qualification of prospective bidders and issuing a list of eligible bidders prior to bid opening.
- KK. Council Presentations and Public Meetings: Participate in project update presentations to City Council and public meetings on the design, bid, or award process..
- LL. Electrical relay, power system and ARC flash studies.
- MM. Equipment Commissioning services.
- NN. Equipment witness testing for any new equipment being proposed as part of this project.

ARTICLE III - TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

| | |
|---|--|
| <u>Phase 1 - Final Design Services</u> | <u>12 months from NTP</u> |
| <u>Phase 2 - Bid and Procurement Phase Services</u> | <u>4 months from Final Design Completion</u> |
| <u>Phase 3 - Construction Phase Services</u> | <u>30 months from Contractor NTP</u> |
| <u>Phase 4 - Post Construction Phase Services</u> | <u>3 months from Final Completion Date</u> |

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include, but are not limited to, delays in City or regulatory reviews, delays in the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE IV - RESPONSIBILITIES OF CITY: CITY shall perform the following in a timely manner so as not to delay the services of FNI:

- A. City recognizes and expects that certain Change Orders may be required. FNI recommends that the City budget a minimum of 5% of the estimated project cost for construction change orders.

Further, City recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by FNI or in the other professional services performed or furnished by FNI under this Agreement ("Covered Change Orders"). Accordingly, City agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against FNI on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 5% for new construction and reconstruction. Any responsibility of FNI for the costs of Covered Changed Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- Any costs that City would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of FNI related thereto;
- Any costs that are due to unforeseen site conditions;

- Any costs that are due to changes made by the City; or
- Any costs that are due to the Contractor.

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term FNI includes FNI's officers, directors, partners, employees, agents, and FNI's Consultants.

- B. City will designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to FNI's services for the Project.
- C. City will provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- D. City will assist FNI by placing at FNI's disposal all available information pertinent to the Project, including previous reports, record drawings and any other data relative to design or construction of the Project.
- E. City will arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. City will examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. City will submit such documents, plans and specifications to appropriate regulating agencies and request the required approvals as expeditiously as is reasonable.
- H. City will provide such accounting and independent cost estimating services as may be required for the Project, such legal services as City may require, such auditing services as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- I. If City designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment RPR attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Article I, Phase 4, together with such adjustment of compensation as appropriate.

- J. City will attend the design progress meetings, pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections.
- K. City will give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- L. City will submit the required TPDES Application Fee before or at the time the application is submitted. Failure to submit payment at the time the application is filed can delay TCEQ's permit processing. City will also provide advertisement and notification of permit application, as required by the regulatory agencies.
- M. City shall bear all costs incident to compliance with the requirements of this Article V.

ARTICLE V - DESIGNATED REPRESENTATIVES: FNI and CITY designate the following representatives:

City's Designated Representative –

Casey Rhodes
300 Krenek Road
College Station, TX, 77845
979-764-6248
crhodes@cstx.gov

FNI's Designated Representative –

Gennady Boksiner
12770 Merit Drive
Dallas, TX, 75251
214-217-2224
gb@freese.com

FNI's Accounting Representative –

Ashley O'Neil
10431 Morado Circle
Austin, TX, 78759
512-737-2051
ashley.oneil@freese.com

**EXHIBIT B
PAYMENT TERMS**

Compensation is based on *actual* hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$N/A per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for *actual*, non-salary expenses at the rate of one and fifteen hundredths percent percent (1.15 %) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract: (\$3,681,493.00).

The Consultant must submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

The Consultant may submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Schedule of Payment for each phase:

Reimbursable expense shall not exceed twenty-thousand (\$20,000.00).

ARTICLE VI – COMPENSATION (ATTACHMENT CO)

| City of College Station Carters Creek WWTP Effluent Filter Improvements – Phase II Summary of Fee by Task | |
|--|--------------------|
| Phase 1 – Design Development | \$1,936,945 |
| Phase 2 – Existing Plant O&M Development | \$212,655 |
| Phase 3 – Bid Phase Services | \$109,695 |
| Phase 4 – Construction Phase Services | \$1,020,683 |
| Phase 5 – Post Construction Phase | \$174,233 |
| Phase 6 – Sub-surface Utility Engineering | \$61,204 |
| Phase 7 – TPDES Permit Amendment | \$23,479 |
| Phase 8 – Topographic Survey | \$38,994 |
| Phase 9 – Geotech Survey | \$23,474 |
| Phase 10 – Asbestos and Lead Survey | \$14,130 |
| Phase 11 – Materials Testing | \$46,000 |
| Basic Services Total (Cost Plus Max) | \$3,661,492 |

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Three Million Four Hundred Seventy Seven Thousand Six Hundred Ninety Dollars (\$3,477,690).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Eighty Three Thousand Eight Hundred Three Dollars (\$183,803).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Hourly Rate

| <u>Position</u> | <u>Min</u> | <u>Max</u> |
|-------------------------------|-------------------|-------------------|
| Professional 1 | 91 | 182 |
| Professional 2 | 123 | 200 |
| Professional 3 | 140 | 305 |
| Professional 4 | 161 | 333 |
| Professional 5 | 238 | 361 |
| Professional 6 | 242 | 448 |
| Construction Manager 1 | 119 | 168 |
| Construction Manager 2 | 123 | 207 |
| Construction Manager 3 | 154 | 207 |
| Construction Manager 4 | 179 | 270 |
| Construction Manager 5 | 214 | 315 |
| Construction Manager 6 | 284 | 375 |
| Construction Representative 1 | 81 | 95 |
| Construction Representative 2 | 95 | 123 |
| Construction Representative 3 | 130 | 196 |
| Construction Representative 4 | 130 | 196 |
| CAD Technician/Designer 1 | 88 | 126 |
| CAD Technician/Designer 2 | 105 | 207 |
| CAD Technician/Designer 3 | 137 | 263 |
| Corporate Project Support 1 | 74 | 165 |
| Corporate Project Support 2 | 84 | 242 |
| Corporate Project Support 3 | 105 | 350 |
| Intern / Coop | 56 | 98 |

Rates for In-House Services and Equipment

| <u>Mileage</u> | <u>Bulk Printing and Reproduction</u> | | <u>Equipment</u> | |
|---------------------------------|--|-----------------------|-------------------------|---|
| Standard IRS Rates | | <u>B&W</u> | <u>Color</u> | Valve Crew Vehicle (hour) \$75 |
| | Small Format (per copy) | \$0.10 | \$0.25 | Pressure Data Logger (each) \$500 |
| | Large Format (per sq. ft.) | | | Water Quality Meter (per day) \$100 |
| <u>Technology Charge</u> | Bond | \$0.25 | \$0.75 | Microscope (each) \$150 |
| \$8.50 per hour | Glossy / Mylar | \$0.75 | \$1.25 | Ultrasonic Thickness Guage (per day) \$275 |
| | Vinyl / Adhesive | \$1.50 | \$2.00 | Coating Inspection Kit (per day) \$275 |
| | | | | Flushing / Cfactor (each) \$500 |
| | Mounting (per sq. ft.) | \$2.00 | | Backpack Electrofisher (each) \$1,000 |
| | Binding (per binding) | \$0.25 | | |
| | | | | <u>Survey Grade</u> <u>Standard</u> |
| | | | | Drone (per day) \$200 \$100 |
| | | | | GPS (per day) \$150 \$50 |

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2024.

| | | | |
|--|--|---------------------|--------------|
| City of College Station | | Project Fee Summary | |
| Carters Creek WWTP Effluent Filter Improvements Phase II | | Basic Services | \$ 3,667,492 |
| 11/6/2024 | | Special Services | \$ - |
| Detailed Cost Breakdown | | Total Project | \$ 3,667,492 |

| Task | Start Date (Lookup from BFF10 Form BFF10 Form tab) | End Date (Lookup from BFF10 Form BFF10 Form tab) | Start Date (Lookup from BFF10 Form BFF10 Form tab) | Activity | Basic or Special | Task Description | Quantity | | Unit Price | Total Price | DC Price | Rework/Retest | Job Price | Recharge | EHS/Env | Misc. Prod | Dist. Deliv | Clear. Demol | Pump. Install | Inst. Equip | Job Mgmt | Construction | Permitting | Training | O&M | Misc. Equip | Admin | Travel | Subcontract |
|------|--|--|--|----------|---------------------|--|------------|------------|--------------|-------------|----------|---------------|-----------|----------|---------|------------|-------------|--------------|---------------|-------------|----------|--------------|------------|----------|-----|-------------|-------|--------|-------------|
| | | | | | | | hrs | mins | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | 16 | 6 | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Phase I - Design Development (12 Months) | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 12 | 12 | 12 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 10 | 12 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 12 | 12 | 28 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 5 | 4 | 4 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 4 | 8 | 33 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 2 | 4 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 2 | 4 | 8 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 2 | 4 | 8 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 36 | 20 | 64 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 16 | 16 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 16 | 16 | 24 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 16 | 20 | 20 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 48 | 120 | 140 | 300 | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 16 | 16 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 16 | 16 | 24 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 80 | 280 | 280 | 600 | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 32 | 100 | 120 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 16 | 16 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 10 | 16 | 24 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 40 | 140 | 200 | 200 | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 24 | 40 | 60 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 16 | 16 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 10 | 16 | 24 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 4 | 12 | 24 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 8 | 40 | 80 | 100 | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 8 | 20 | 20 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 8 | 8 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 2 | 2 | 8 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 4 | 8 | 8 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 2 | 6 | 4 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 8 | 16 | 8 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Phase II - Existing Plant O&M Development | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 4 | 8 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 2 | 2 | 4 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 24 | 80 | 240 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 8 | 16 | 24 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 8 | 16 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 6 | 10 | 18 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 8 | 16 | 24 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 8 | 16 | 24 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 4 | 12 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 4 | 4 | 4 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 4 | 8 | 4 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 8 | 16 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 4 | 16 | 32 | 64 | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 10 | 14 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 60 | 90 | 120 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 152 | 300 | 360 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 33 | 33 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 8 | 16 | 33 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 12 | 32 | 24 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 12 | 60 | 160 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 24 | 50 | 100 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 25 | 60 | 90 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 60 | 240 | 360 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 35 | 70 | 70 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 8 | 10 | 12 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 10 | 16 | 24 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 8 | 12 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Phase IV - Post Construction Phase | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 8 | 40 | 80 | 160 | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 16 | 40 | 80 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 8 | 10 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 4 | 16 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 10 | 12 | 8 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 2 | 2 | 4 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 2 | 2 | 2 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 4 | 12 | 16 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | Basic | 1,087 | 2,418 | 3,363 | 1,486 | 108 | 312 | 88 | 40 | 128 | 66 | 160 | 126 | 1,204 | 1,881 | 552 | 352 | 78 | 5 | 331 | 85 | 48 | 22 | |
| | | | | | | Total Effort | \$ 116,274 | \$ 498,428 | \$ 477,356</ | | | | | | | | | | | | | | | | | | | | |

| | | | |
|--|--|---------------------|-----------|
| City of College Station | | Project Fee Summary | |
| Carters Creek WWTP Effluent Filter Improvements Phase II | | Basic Services | 3,661,492 |
| 11/6/2024 | | Special Services | - |
| Detailed Cost Breakdown | | Total Project | 3,661,492 |

| Task | Start Date (Lookup from BETA Form BETA Form Lab) | End Date (Lookup from BETA Form BETA Form Lab) | Betal Code (Lookup from BETA Form BETA Form Lab) | Activity | Basic or Special | Task Description | Expenses | | | | | | Total Expense Effort | | |
|--|--|--|--|----------|---------------------|--|-------------|-----------|-----------|--------|--------------|----------------|-------------------------|--------------------------------------|---------|
| | | | | | | | Tech Charge | Mile | Mile | Hotel | Colr (sheet) | Binding (each) | | Lg Format (Basic - BAW sq ft.) | |
| Phase I - Design Development (2 Months) | | | | | | | | | | | | | | | |
| Basic | | | | | | Control Point Management Dates | 24 | | | | | | \$ | 24 | |
| Basic | | | | | | Prepare Monthly Project Report | 36 | | | | | | \$ | 36 | |
| Basic | | | | | | Kickoff Meeting with the Client | 64 | 1,500 | 300 | | 501 | | \$ | 2,055 | |
| Basic | | | | | | Internal Design Team Meetings (kickoff and Progress) | 213 | | | | | | \$ | 1,810 | |
| Basic | | | | | | Prepare Project Schedule | 14 | | | | | | \$ | 14 | |
| Basic | | | | | | Prepare Project OPRC | 106 | | | | | | \$ | 106 | |
| Basic | | | | | | 60% Design | 67 | | | | | | \$ | 570 | |
| Basic | | | | | | 60% Design | 43 | | | | | | \$ | 366 | |
| Basic | | | | | | Signed and Sealed Set | 246 | | | | | | \$ | 2,046 | |
| Basic | | | | | | Monthly Site Visits | 152 | 8,000 | 1,200 | | 2000 | | \$ | 7,640 | |
| Basic | | | | | | Additional Site Visits (2) | 64 | 1,500 | 1,000 | | 200 | | \$ | 3,677 | |
| Basic | | | | | | UV System Site Visits to other WWTPs (2) | 64 | 1,000 | 600 | | | | \$ | 1,604 | |
| Basic | | | | | | Design Development | 138 | | | | | | \$ | 1,148 | |
| Basic | | | | | | Level 1 - 60% Design | 1,128 | | | | | | \$ | 9,548 | |
| Basic | | | | | | OC | 177 | | | | | | \$ | 1,500 | |
| Basic | | | | | | Design Review Workshop | 108 | 1,500 | 300 | | 500 | | \$ | 2,300 | |
| Basic | | | | | | Level 1 - 60% Design | 2,362 | | | | | | \$ | 20,077 | |
| Basic | | | | | | Specifications | 491 | | | | | | \$ | 4,174 | |
| Basic | | | | | | OC | 214 | | | | | | \$ | 1,819 | |
| Basic | | | | | | Design Review Workshop | 124 | 1,500 | 300 | | 1500 | | \$ | 2,779 | |
| Basic | | | | | | Level 1 - 60% Design | 1,847 | | | | | | \$ | 13,150 | |
| Basic | | | | | | Specifications | 258 | | | | | | \$ | 2,189 | |
| Basic | | | | | | OC | 193 | | | | | | \$ | 1,615 | |
| Basic | | | | | | Design Review Workshop | 124 | 1,500 | 300 | | 1500 | | \$ | 2,779 | |
| Basic | | | | | | Construction Sequencing | 49 | 1,500 | 300 | | 1500 | | \$ | 2,142 | |
| Basic | | | | | | Signed and Sealed Set | 851 | | | | | | \$ | 7,229 | |
| Basic | | | | | | OC | 119 | | | | | | \$ | 1,014 | |
| Basic | | | | | | Permit Application Process | 32 | 600 | 100 | | | | \$ | 769 | |
| Basic | | | | | | Utility Company Coordination | 12 | | | | | | \$ | 102 | |
| Basic | | | | | | Prepare Bid Form | 28 | | | | | | \$ | 238 | |
| Basic | | | | | | TCEQ Coordination | 17 | | | | | | \$ | 145 | |
| Basic | | | | | | Assist City in CIP Criteria Development | 40 | | | | | | \$ | 340 | |
| Phase II - Existing Plant O&M Development | | | | | | | | | | | | | | | |
| Basic | | | | | | Existing Plant Description | 92 | | | | | | \$ | 762 | |
| Basic | | | | | | TCEQ Permit | 6 | | | | | | \$ | 51 | |
| Basic | | | | | | Process Description | 524 | | | | | | \$ | 4,454 | |
| Basic | | | | | | Design Criteria, Operations, Schedule of Maintenance | 46 | | | | | | \$ | 408 | |
| Basic | | | | | | Admin. Safety Procedures | 72 | 2,000 | 300 | | | | \$ | 2,297 | |
| Basic | | | | | | Site Visits for Pictures (2) | 59 | | | | | | \$ | 495 | |
| Basic | | | | | | OC | 206 | | | | | | \$ | 1,768 | |
| Basic | | | | | | O&M Review Workshop (In-person) | 64 | 1,000 | 300 | | 1000 | 1200 | \$ | 2,169 | |
| Phase III - Bid Phase Services (4 Months) | | | | | | | | | | | | | | | |
| Basic | | | | | | Prepare Monthly Project Report | 132 | | | | | | \$ | 1,102 | |
| Basic | | | | | | Aware Questions and Prepare Addenda (3) | 107 | | | | | | \$ | 1,420 | |
| Basic | | | | | | Pre-Bid Conference (2) | 40 | 700 | 100 | | | | \$ | 904 | |
| Basic | | | | | | Project Coordination/sequencing | 8 | | | | | | \$ | 68 | |
| Basic | | | | | | Assist in securing CSPs | 40 | | | | | | \$ | 340 | |
| Basic | | | | | | Assist in evaluating proposals for compliance with COs | 226 | | | | | | \$ | 1,921 | |
| Basic | | | | | | Prepare Request for Construction Documents | 40 | | | | | | \$ | 340 | |
| Phase IV - Construction Phase Services (3 Months) | | | | | | | | | | | | | | | |
| Basic | | | | | | Preconstruction Conference | 40 | 1,500 | 200 | | 200 | | \$ | 1,625 | |
| Basic | | | | | | Monthly Meetings (2 - Virtual) | 328 | | | | | | \$ | 2,856 | |
| Basic | | | | | | Additional Site Visits (3) | 1,142 | 25,000 | 6,000 | | | | \$ | 33,357 | |
| Basic | | | | | | Prepare Monthly Project Report | 90 | | | | | | \$ | 765 | |
| Basic | | | | | | Monthly Meetings | 124 | | | | | | \$ | 1,034 | |
| Basic | | | | | | Review Pay App (3) | 57 | | | | | | \$ | 485 | |
| Basic | | | | | | Notify non-comforming work | 174 | | | | | | \$ | 1,479 | |
| Basic | | | | | | Inspect Drawings and Specifications | 260 | | | | | | \$ | 2,210 | |
| Basic | | | | | | Review Quality Documents (100 Materials Testing Reports) | 230 | | | | | | \$ | 1,979 | |
| Basic | | | | | | Review (10) | 200 | | | | | | \$ | 1,700 | |
| Basic | | | | | | Review Shop Drawings, O&Ms (200) | 1,300 | | | | | | \$ | 11,000 | |
| Basic | | | | | | Notify (10) CSPs (10) TCO (1) CCO (1) | 366 | | | | | | \$ | 3,111 | |
| Basic | | | | | | Facility Startup Meeting | 66 | 1,000 | 200 | | | | \$ | 1,631 | |
| Basic | | | | | | Substantial Walkthrough and Punchlist | 166 | 1,500 | 300 | | | | \$ | 2,781 | |
| Basic | | | | | | Final Walkthrough | 56 | | | | | | \$ | 471 | |
| Phase V - Post Construction Phase | | | | | | | | | | | | | | | |
| Basic | | | | | | Record Drawings | 468 | | | | 200 | 200 | \$ | 1,000 | |
| Basic | | | | | | Update O&M Manual | 260 | 1,000 | 200 | | 200 | 200 | \$ | 4,248 | |
| Basic | | | | | | End of warranty walkthrough | 66 | 1,000 | 200 | | | | \$ | 1,461 | |
| Basic | | | | | | Phase VI - O&M Permit Amendment | 44 | | | | | | \$ | 374 | |
| Basic | | | | | | Phase VII - Topographic Survey | 113 | | | | 500 | | \$ | 1,065 | |
| Basic | | | | | | Phase VIII - Geotechnical Services | 22 | | | | | | \$ | 187 | |
| Basic | | | | | | Phase IX - Asbestos and Lead Survey | 32 | 600 | 50 | | | | \$ | 752 | |
| Basic | | | | | | Phase X - Materials Testing | 15,981 | 51,900 | 12,250 | 200 | 8,761 | 2,400 | 400 | \$ | 187,892 |
| Total Hours / Quantity | | | | | | | 15,981 | 51,900 | 12,250 | 200 | 8,761 | 2,400 | 400 | | |
| Total Effort | | | | | | | \$ 135,836 | \$ 34,773 | \$ 14,088 | \$ 230 | \$ 2,175 | \$ 600 | \$ 100 | \$ 187,892 | |

| | | | | | | | |
|---|--|--|---------------------|-----------|--|--|--|
| City of College Station Carters Creek WWTP Effluent Filter Improvements Phase II 11/6/2024 Detailed Cost Breakdown | | | Project Fee Summary | | | | |
| | | | Basic Services | 3,651,492 | | | |
| | | | Special Services | - | | | |
| | | | Total Project | 3,651,492 | | | |

| Task | Start Date (Lookup from 8/17/24 Task tab) | End Date (Lookup from 8/17/24 Task tab) | Effort Code (Lookup from 8/17/24 Task tab) | Activity | Basic or Special | Task Description | Subcontractors | | | | | Total Sub Effort | Total Effort |
|------|--|--|---|----------|---------------------|---|----------------|-----------|-----------|-----------|-----------|---------------------|-----------------|
| | | | | | | | BAB | Joe Orr | Terraron | Micro-Air | Chaparral | | |
| | | | | | | Basic Phase I - Design Development (12 Months) | | | | | | | |
| | | | | | Basic | Conduct Project Management Duties | | | | | | 7,835 | |
| | | | | | Basic | Prepare Monthly Project Report | | | | | | 8,911 | |
| | | | | | Basic | Kickoff Meeting with the Client | | | | | | 16,615 | |
| | | | | | Basic | Internal Design Team Meetings (kickoff and Progress) | | | | | | 48,590 | |
| | | | | | Basic | Prepare Project Schedule | | | | | | 3,750 | |
| | | | | | Basic | Prepare Project CRPC | | | | | | - | |
| | | | | | Basic | 60% Design | | | | | | 20,070 | |
| | | | | | Basic | 80% Design | | | | | | 12,782 | |
| | | | | | Basic | Signed and Sealed Set | | | | | | 8,665 | |
| | | | | | Basic | Meetings and Site Visits | | | | | | - | |
| | | | | | Basic | Progress Meetings (4) | | | | | | 42,840 | |
| | | | | | Basic | Additional Site Visits (2) | | | | | | 37,638 | |
| | | | | | Basic | UV System Site Visits to other WWTPs (2) | | | | | | 17,695 | |
| | | | | | Basic | Design Development | | | | | | - | |
| | | | | | Basic | Level 3, 40% Design | | | | | | 241,210 | |
| | | | | | Basic | OC | | | | | | 48,093 | |
| | | | | | Basic | Design Review Workshop | | | | | | 26,714 | |
| | | | | | Basic | Level 3, 60% Design | | | | | | 456,846 | |
| | | | | | Basic | Drawings | | | | | | - | |
| | | | | | Basic | Specifications | | | | | | 100,075 | |
| | | | | | Basic | OC | | | | | | 61,685 | |
| | | | | | Basic | Design Review Workshop | | | | | | 29,714 | |
| | | | | | Basic | Level 4, 80% Design | | | | | | - | |
| | | | | | Basic | Drawings | | | | | | 318,168 | |
| | | | | | Basic | Specifications | | | | | | 54,108 | |
| | | | | | Basic | OC | | | | | | 52,165 | |
| | | | | | Basic | Design Review Workshop | | | | | | 29,714 | |
| | | | | | Basic | Construction Sequencing | | | | | | 11,307 | |
| | | | | | Basic | Signed and Sealed Set | | | | | | - | |
| | | | | | Basic | Drawings | | | | | | 175,489 | |
| | | | | | Basic | Specs | | | | | | 26,489 | |
| | | | | | Basic | Permit Application Process | | | | | | 7,639 | |
| | | | | | Basic | Utility Company Coordination | | | | | | 2,790 | |
| | | | | | Basic | Prepare Bid Form | | | | | | 5,846 | |
| | | | | | Basic | TCEQ Coordination | | | | | | 3,709 | |
| | | | | | Basic | Assess City in CSIP Criteria Development | | | | | | 9,636 | |
| | | | | | Basic | Phase II - Existing Plant O&M Development | | | | | | - | |
| | | | | | Basic | New Plant O&M Manual | | | | | | - | |
| | | | | | Basic | Existing Plant Description | | | | | | 19,279 | |
| | | | | | Basic | TCEQ Permit | | | | | | 980 | |
| | | | | | Basic | Process Description | | | | | | - | |
| | | | | | Basic | Design Criteria, Operations, Schedule of Maintenance | | | | | | 89,862 | |
| | | | | | Basic | Administrative Drawings | | | | | | - | |
| | | | | | Basic | Lab, Emergency, Hazards, Safety | | | | | | 9,673 | |
| | | | | | Basic | Site Visits for Pictures (2) | | | | | | 15,774 | |
| | | | | | Basic | Meetings (2 - Virtual) | | | | | | 9,639 | |
| | | | | | Basic | OC | | | | | | 53,275 | |
| | | | | | Basic | O&M Review Workshop (In-person) | | | | | | 2,987 | |
| | | | | | Basic | Phase III - Bid Phase Services (4 Months) | | | | | | - | |
| | | | | | Basic | Prepare Monthly Project Report | | | | | | 35,795 | |
| | | | | | Basic | Awareness Questions and Prepare Addenda (3) | | | | | | - | |
| | | | | | Basic | Pre-Bid Conference (2) | | | | | | 11,344 | |
| | | | | | Basic | Pre-bid coordination engineering | | | | | | - | |
| | | | | | Basic | Assist in securing CSPs | | | | | | 2,393 | |
| | | | | | Basic | Assist in evaluating proposals for compliance with COs | | | | | | 3,834 | |
| | | | | | Basic | Assist with final negotiation | | | | | | 8,866 | |
| | | | | | Basic | Prepare Request for Construction Documents | | | | | | 44,526 | |
| | | | | | Basic | Phase IV - Construction Phase Services (13 Months) | | | | | | - | |
| | | | | | Basic | Preconstruction Conference | | | | | | 10,693 | |
| | | | | | Basic | Monthly Meetings (26 - Virtual) | | | | | | 82,414 | |
| | | | | | Basic | Additional Site Visits (3) | | | | | | 274,846 | |
| | | | | | Basic | Prepare Monthly Project Report | | | | | | 26,264 | |
| | | | | | Basic | Monthly Progress Report | | | | | | - | |
| | | | | | Basic | Review Pay App (3) | | | | | | 11,675 | |
| | | | | | Basic | Notify non-complying work | | | | | | 29,548 | |
| | | | | | Basic | Interpret Drawings and Specifications | | | | | | 51,514 | |
| | | | | | Basic | Review Quality Documents (100 Materials Testing Reports) | | | | | | 36,222 | |
| | | | | | Basic | Review (8) by (8) | | | | | | 61,699 | |
| | | | | | Basic | Review Shop Drawings, O&Ms (20) | | | | | | 276,559 | |
| | | | | | Basic | Inspect (10) COs (10) (CO) (CO) (6) | | | | | | 63,653 | |
| | | | | | Basic | Facility Startup Meeting | | | | | | 21,466 | |
| | | | | | Basic | Substantial Walkthrough and Punchlist | | | | | | 41,123 | |
| | | | | | Basic | Final Walkthrough | | | | | | 12,007 | |
| | | | | | Basic | Phase V - Post Construction Phase | | | | | | - | |
| | | | | | Basic | Record Drawings | | | | | | 100 | |
| | | | | | Basic | Update O&M Manual | | | | | | 60,188 | |
| | | | | | Basic | End of warranty walkthrough | | | | | | 13,767 | |
| | | | | | Basic | Phase VI - O&M Permit Amendment | | | | | | 52,853 | |
| | | | | | Basic | OC | 45,785 | | | 1,289 | | 61,204 | |
| | | | | | Basic | Phase VII - Topographic Survey | 32,000 | | | | | 36,400 | |
| | | | | | Basic | Phase VIII - Geotechnical Services | | 13,775 | | | | 15,772 | |
| | | | | | Basic | Phase IX - Geotechnical and Lead Survey | | | 6,475 | | | 7,448 | |
| | | | | | Basic | Phase X - Materials Testing | | | | | | 46,000 | |
| | | | | | | Total Hours / Quantity | 45,785 | 32,000 | 53,715 | 6,475 | 1,289 | 180,109 | 3,651,492 |
| | | | | | | Total Effort | \$ 52,653 | \$ 36,800 | \$ 61,772 | \$ 7,448 | \$ 1,458 | \$ 180,109 | \$ 3,651,492 |

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

Contract No. 25300225
A&E Professional Services with
Construction Form 04-06-2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2025

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102 | CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 | FAX (A/C, No): (703) 827-2279 | |
| | E-MAIL ADDRESS: admin@amesgough.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102 | INSURER A : National Fire Insurance Company of Hartford A(XV) | | 20478 |
| | INSURER B : Valley Forge Insurance Company A(XV) | | 20508 |
| | INSURER C : Continental Insurance Company A(XV) | | 35289 |
| | INSURER D : Travelers Casualty and Surety Company A++ . XV | | 19038 |
| | INSURER E : | | |
| | INSURER F : | | |

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

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


| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 7063394194 | 10/23/2024 | 10/23/2025 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) \$ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 7063394177 | 10/23/2024 | 10/23/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 7063394180 | 10/23/2024 | 10/23/2025 | EACH OCCURRENCE \$ 10,000,000 |
| | | | | | | | AGGREGATE \$ 10,000,000 |
| | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 7063394213 | 10/23/2024 | 10/23/2025 | <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 |
| D | Professional Liab. | | | 107930947 | 10/23/2024 | 10/23/2025 | Per Claim 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: CARTER'S CREEK WWTP EFFLUENT FILTERS.

The Professional Liability deductible is \$100,000. Retro Date for the Professional Liability Policy is: 11/01/1965.

The City of College Station, Texas, its officials, agents, employees and volunteers are included as Additional Insured with respect to General Liability, Auto SEE ATTACHED ACORD 101

| | |
|---|---|
| CERTIFICATE HOLDER City of College Station, TX PO Box 9960 College Station, TX 77842 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |



ADDITIONAL REMARKS SCHEDULE

| | | | |
|------------------------------------|-----------------------------|---|--|
| AGENCY Ames & Gough | | NAMED INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102 | |
| POLICY NUMBER SEE PAGE 1 | | | |
| CARRIER SEE PAGE 1 | NAIC CODE SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 | |

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

January 23, 2025

Item No. 7.5.

Texas Parks and Wildlife Department Recreational Trails Grant application

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution authorizing the submission of the Texas Parks and Wildlife Department Recreational Trails Grant application in the amount of \$300,000 for Texas Independence Park.

Relationship to Strategic Goals:

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

Summary: The proposed item is a resolution in support of a grant application to seek grant funding for the future Texas Independence Park. The Texas Parks and Wildlife Department (TPWD) has posted the Recreational Trails Grant Program and is accepting applications through February 1, 2025.

While our Texas Parks and Wildlife Local Parks Grant is still under review, we are preparing a second application for the Recreational Trails Grant. This funding would support development of the park's western most section, where the approved master plan includes more than three miles of natural surface multi-purpose trails.

The Texas Parks & Wildlife Department administers the National Recreational Trails Fund in Texas under the approval of the Federal Highway Administration (FHWA). The Texas Parks and Wildlife Department's grant application guidelines require City Council authorization to apply for grant funding.

If awarded, the reimbursable grant provides up to 80% of project costs with a maximum of \$300,000 for non-motorized trail grants.

This resolution aligns with the City Council Strategic Plan in Financial Sustainability seeking grants and outside funding. Staff is seeking approval to apply for this grant opportunity to fund a portion of the future Texas Independence Park.

It is anticipated that notice of grant awards will be provided to recipients in early summer 2025.

As required by TPWD, the deadline for the Department to submit the full application is February 1, 2025.

Budget & Financial Summary: If awarded, the City will provide its grant match (\$60,000) through an assigned fund balance in the FY25 budget.

Attachments:

1. Grant Resolution_TPW

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING AN APPLICATION FOR THE RECREATIONAL TRAILS GRANT PROGRAM FROM THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR MULTIPURPOSE TRAILS.

WHEREAS, the City desires to apply to Texas Parks and Wildlife Department (“Department”) for participating in the Recreational Trails Grant Program (“Program”); and

WHEREAS, the City is fully eligible to receive assistance under the Program; and

WHEREAS, the City is aware that the Program reimburses eligible expenses up to grant award amount and requires 20% match; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of College Station hereby approves as follows:

- PART 1:** That the City hereby certifies they are eligible to receive assistance under the Program.
- PART 2:** That the City acknowledges it has the financial resources to complete the grant project.
- PART 3:** That the City acknowledges that, if funded, the project must be maintained and open to the public for a period of at least 20 years after project completion.
- PART 4:** That the City Council hereby authorizes and designates the City Manager to negotiate and execute any and all necessary documents to obtain the funding on behalf of the City of College Station.
- PART 5:** That the City Manager as the authorized official is given the power to apply for, accept, reject, alter, or terminate the Recreational Trails Grant Program application on behalf of the City of College Station
- PART 6:** That this resolution shall take effect immediately from and after its passage.

ADOPTED this ____ day of _____, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

January 23, 2025

Item No. 7.6.

IDIQ Contracts- Onsite Construction Representative

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the City's Indefinite Delivery/ Indefinite Quantity (IDIQ) where identified firms will provide on-call, as needed, professional services to the City for Onsite Construction Representation.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: On December 4, 2024, the City of College Station received 4 Statements of Qualifications (SOQ) for professional services in response to the Request for Qualifications (RFQ) issued on October 31, 2024. The RFQ provided the interested firms with information necessary to prepare and submit their qualifications for the category of Onsite Construction Representative Services.

The SOQs were reviewed by a committee consisting of staff members from Capital Improvements, Water Services, and Planning and Development.

Firms were selected based on the following criteria:

- 40 Points: Firm's General Qualifications and Experience
In providing similar services for the City of College Station and other agencies, and success in performing this service
- 60 Points: Proposed Personnel Relevant Experience, Technical Qualifications and Previous Performance
Proposed personnel including relevant experience, background, and task assignment.

Staff recommends the approval of the following firms as prequalified firms for Onsite Construction Representative Services:

- AGCM
- Marek Brothers Construction
- Project Control of Texas, Inc.
- Shellback Construction, LLC.

When the City identifies a need for onsite construction representative services, the City will utilize the IDIQ prequalified firm list. City staff can utilize the firm's services on an on-call, as-needed basis for a period of 3 years and may be extended at the City's discretion.

Budget & Financial Summary: N/A

Attachments:

None

January 23, 2025

Item No. 7.7.

Regional Groundwater Pumping Impact and Regulatory Requirements Analysis

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a professional services contract with Freese and Nichols, Inc. in the amount of \$240,000 for a Regional Pumping and Regulatory Requirements Analysis to assess the effects of proposed regional groundwater pumping from the Simsboro aquifer on College Station's wells.

Relationship to Strategic Goals:

1. Core services and infrastructure

Recommendation(s): Staff recommends approval.

Summary: The Regional Pumping Impact and Regulatory Requirements Analysis will evaluate the effects of proposed regional groundwater pumping from the Simsboro aquifer on College Station's wells, including future regulatory considerations. The study will also develop well rehabilitation recommendations and cost estimates for various pumping scenarios, with findings used to assess potential impacts on water rates.

Budget & Financial Summary: FY25 Water operating funds will be used for the completion of this study.

Attachments:

1. Contract #25300226



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300226 PROJECT #: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: Regional Pumping Impact and Regulatory Requirements Analysis
Professional Services Contract

Name of Contractor: Freese and Nichols, Inc.

CONTRACT TOTAL VALUE: \$ 240,000.00 **Grant Funded** Yes No
If yes, what is the grant number:

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

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

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

FY24 Water Operating funds will be used for the completion of this study.

(If required)*
CRC Approval Date*: n/a **Council Approval Date*:** 1/23/24 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Gary Meckler 1/3/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE
Jim Costa 1/3/2025
ASST CITY MGR – CFO DATE
John A. Haislet 1/3/2025
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
Architects & Engineering Professional Services Contract
(without construction)

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and Freese and Nichols, Inc. (FNI), a Texas Corporation (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

ARTICLE I
Scope of Services

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (The “Project”):

Regional Pumping Impact and Regulatory Requirements Analysis

ARTICLE II
Payment

2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed the following:

Two Hundred Forty Thousand and NO /100 Dollars
(\$ 240,000).

ARTICLE III
Time of Performance

3.01 The Consultant shall complete the professional services within the time(s) set forth in Sections 3.02 and 3.03. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. The Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

3.02 All work and professional services provided under this Contract must be completed by the following date(s):

Data request – 15 days after NTP

Receipt of requested data – 15 days after request

Presentation Summarizing Findings – 210 days from receipt of requested data

Draft Technical Memorandum – 30 days after presentation summarizing findings

Final Technical Memorandum – 15 days after City’s comments on the draft report

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant’s services to meet the City’s Project milestone dates, which are included in this Contract. The Consultant’s schedule shall include allowances for periods of time required for the City’s review and for approval of submissions by authorities having jurisdiction over the Project, if applicable. The time limits established by this schedule over which Consultant has absolute control shall not be exceeded without written approval from the City. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule (“Recovery Plan”). With the City’s approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

(1) The time for the completion of all Work described in this Agreement are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industry conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant’s scope of services and schedule are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be deducted by the City from current amounts owned to Consultant for payment or from final payment.

(2) As a result of the difficulty in estimation, calculation and ascertainment of City’s damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, or fail, or refuse to complete the Work within the times specified in the Consultant’s scope of services and

schedule, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion of the task(s) in question, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet any of the deadlines specified in the Consultant's scope of services and schedule for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's subcontractors under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, data accumulation and analysis and any other services normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense subcontractors necessary for the performance of the Project, and such subcontractors shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of all matters relating to Consultant's performance of services on the Project, including accumulation of data, data analysis and site visits as necessary and appropriate. Consultant shall be responsible for the completeness and accuracy of all work submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes.

ARTICLE IV Performance of Work

4.01 Upon the Consultant's receipt of a letter of authorization from the City to commence its services, the Consultant shall meet with the City for the purpose of determining the nature of the Project which may include, but is not necessarily limited to coordinating Project goals, schedules, and deadlines; coordinating data collection; briefing City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports; and preparing the final report to the City.

The Consultant shall inquire in writing as to the information the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant.

The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including but not limited to the availability, accumulation and analysis of data, tests, reports, site evaluations, surveys, comparisons with other municipal projects, review of budgetary constraints and other investigations necessary for the Project.

4.03 The Consultant shall perform in a manner that contemplates compliance with all applicable laws, statutes, ordinances, codes and regulations.

4.04 Upon City's request, the Consultant shall meet with City staff, the City Council and/or other City boards and commissions to make a presentation of its services on the Project.

4.05 Consultant's performance of services shall include evaluations of the City's project budget, including preliminary and detailed cost estimates.

4.06 Consultant shall keep the City informed of the progress of the services and shall guard against any defects or deficiencies in its services.

4.07 Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by or through Consultant pursuant to this Contract shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's work product and related documents and information relating to the Project.

- (a)** Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.
- (b)** Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this section 4.07 of the Contract.

ARTICLE V
Additional Obligations of Consultant

5.01 The City may use documents prepared by Consultant for future projects. The City may elect to use the Consultant to perform such future project; however, if the City elects to use a different professional to perform such future project, that professional will be entitled to use, to the extent allowed by law, the Work Product, including the methodology, analysis or calculations used in performing the work hereunder. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The provisions of this section shall survive termination of this Contract.

5.02 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

5.03 The Consultant may use portions of the Work Product relating to this Project on other projects, but Project work shall not be used as a whole without prior written authorization by the City. The Consultant shall not use City-furnished forms, conditions, and other documents on other projects.

ARTICLE VI
Change Orders, Documents & Materials

6.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, and the Scope of Services shall not be modified except by written change order. After a written change order is approved and fully executed by all parties, the Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

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

6.03 When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change

orders totaling 25 percent following such council approval, must be approved by City Council.

6.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in Article Two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

ARTICLE VII Warranty, Indemnification & Release

7.01 As an experienced and qualified professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the services performed for the Project and the Work Product generated, including studies, reports, analyses, calculations, the designation or recommendation of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid work prepared by the Consultant, its employees, associates, agents, or subcontractors.

7.02 The Consultant shall promptly correct any defective Work Product, including any errors or deficiencies, at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

7.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have

no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

7.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while performing work on the Project including during any site visits. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

7.05 Indemnity.

- (a) **To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.**
- (b) *(this section intentionally left blank)*
- (c) **Consultant shall procure liability insurance covering its obligations under this section.**
- (d) **It is mutually understood and agreed that the indemnification provided for in this section 7.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnifications other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

7.06 Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any

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

7.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 7.05 and 7.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE VIII Insurance

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

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

8.02 Types. Consultant shall have the following types of insurance:

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

8.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as **Exhibit C**, and

approved by the City before any letter of authorization to commence project will issue or any work on the Project commences.

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

- (a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance.
- (c) “Claims made” policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

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

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

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

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

8.07 Workers’ Compensation/Employer’s Liability Insurance requirements. The following Workers’ Compensation/Employer’s Liability Insurance shall include the following terms:

- (a) Employer's Liability limits of \$1,000,000 for each accident is required.
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
- (c) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.
- (d) Retroactive date must be shown on certificate.

ARTICLE IX Termination

9.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the services performed. In the event the City terminates this Contract for convenience, the City shall pay Consultant for the services performed and expenses incurred prior to the date of termination.

9.02 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff

until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE X
Miscellaneous Terms

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

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

City of College Station

Attn: Stephen Maldonado Jr., PE

P.O. Box 9960

College Station, Texas 77842

Consultant:

Freese and Nichols, Inc.

Attn: Richard Weatherly, PE

11200 Broadway Street, Ste 2320

Pearland, TX 77854

10.03 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

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

10.05 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

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

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

10.08 The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

10.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

10.10 This Contract goes into effect when duly approved by all the parties hereto.

10.11 Notice of Indemnification. City and Consultant hereby acknowledge and agree this Contract contains certain indemnification obligations and covenants.

10.12 Verification no Boycott. To the extent applicable, this Contract is subject to the following:

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

- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

10.13 Force Majeure. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class of kind specifically named or referred to herein, not within the reasonable control of default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is cause by force majeure.

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

List of Exhibits

- A. Scope of Services
- B. Payment Terms
- C. Certificates of Insurance

FREESE AND NICHOLS, INC.

By: Richard Weatherly
Printed Name: Richard weatherly
Title: Vice President
Date: 1/2/2025

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

John A. Haislet
City Attorney
Date: 1/3/2025

[Signature]
Assistant City Manager/CFO
Date: 1/3/2025

Exhibit A
Scope of Services

Novembre 8, 2024

Stephen Maldonado Jr, PE
Assistant Director of Water Services
City of College Station, Texas
1601 Graham Road
College Station, TX 77845



**RE: CONTRACT PROPOSAL FOR REGIONAL PUMPING IMPACT AND REGULATORY
REQUIREMENTS ANALYSIS; CITY OF COLLEGE STATION, TEXAS**

Dear Mr. Maldonado:

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for engineering services to the City of College Station for the Regional Pumping Impact and Regulatory Requirements Analysis.

We appreciate this opportunity to assist the City of College Station. If you are in agreement with the services described in the attached proposal and wish for us to proceed with this project, please return a final professional services agreement for execution. If you have any questions, please do not hesitate to call or e-mail me at: (713) 600-6824 or raw@freese.com. Thank you for considering Freese and Nichols and we look forward to working with you on this project.

Sincerely,



Richard Weatherly, PE
Vice President/Project Manager
Freese and Nichols, Inc.



Attachment SC
City of College Station
Professional Services for
Regional Pumping Impact and Regulatory Requirements Analysis
Scope of Services

PROJECT UNDERSTANDING

The City of College Station (City) recently completed a *Wellfield Capacity Enhancement Plan* project which included the development of a rehabilitation plan for the City’s Simsboro wells based on groundwater modeling. The *Wellfield Capacity Enhancement Plan* evaluated existing and future groundwater usage scenarios within the region which may influence the production capacity of College Station’s wells. Since the *Wellfield Capacity Enhancement Plan*, there have been additional transport permit applications which may impact College Station’s wellfield CIP.

The purpose of this Regional Pumping Impact and Regulatory Requirements Analysis (Study) is to evaluate the impacts of the proposed aggregated production by Upwell Brazos Valley Farm (UWBVF) and others from the Simsboro aquifer in Robertson County, Texas on the City of College Station’s (City’s) Simsboro wells. The impact of potential future regulatory requirements on the City’s well production capacity will also be evaluated. The project tasks are shown in **Table 1**.

The proposed transport permit applications referenced throughout this scope refer to the applications requesting to transport up to 100,000 acre-feet per year from the Simsboro aquifer in Robertson County, Texas: RH2O LLC (5 wells) (BVTP-002); Clifford A. (Trey) Skiles III (2 wells) (BVTP-003); James Brien (2 wells) (BVTP-004); L. Wiese Moore LLC (2 wells) (BVTP-005); Fazzino Investments LP (6 wells) (BVTP-006); Ely Family Partnership LP (8 wells) (BVTP-007); Cula d’Brazos LLC (7 wells) (BVTP-008); and Co-applicant: UWBVF (16 wells) (BVTP-001).

Table 1: Wellfield Capacity Enhancement Plan Tasks

| Task | Task Description |
|-----------------------|--|
| Basic Services | |
| A | Data Evaluation |
| B | Regional Pumping Impact and CIP Update |
| C | Presentation Summarizing Findings and Technical Memorandum |

BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services to the City of College Station (City) in connection with the development of the Project, described as: Regional Pumping Impact and Regulatory Requirements Analysis.

TASK A: DATA EVALUATION

A1. Project Kick-off Meeting and Communication

FNI will meet with City staff to review the scenarios to be evaluated as part of this scope of work along with the project schedule. FNI will provide and review a data request memorandum outlining data needs to be requested from the City, the Brazos Valley Groundwater Conservation District (BVGCD), and Upwell Brazos Valley Farm (UWBVF). Throughout the project, monthly status updates will be submitted that summarize progress, key decisions, and document upcoming tasks.

A2. Data Collection

FNI team will request and review available information from the City, the BVGCD, and UWBVF. The information requested may include operating and transport permit applications, groundwater availability model (GAM) pumpage input files by UWBVF and BVGCD used in the evaluation of the proposed transport permit applications, the latest BVGCD-revised modified GAM, and district measured water level data from monitoring wells across Brazos and Robertson counties and adjacent counties as applicable.

TASK B: REGIONAL PUMPING IMPACT AND CIP UPDATE

B1. Groundwater Modeling and Analysis

FNI team will review the historical data collected as part of **Task A2** and utilize the data to evaluate the impacts of the proposed transport permit applications by Upwell and others from the Simsboro aquifer on pumping level projections, well-to-well interference, and overall long-term production capacity of the City's existing wells. Finite-difference modeling with the current GAM and the BVGCD-modified GAM will be utilized to assess the impacts of the proposed transport permit applications in the region and on the City's wellfield. The impact to compliance with the BVGCD's current approved DFC will also be evaluated. This task includes the analysis of up to six (6) model scenarios, including:

1. The baseline S-19 DFC model scenario with the current GAM,
2. The baseline S-19 DFC model scenario with the BVGCD-modified GAM,
3. The model scenario with pumpage from the proposed transport permits of up to 50,000 acre-feet/year provided by BVGCD with the modified GAM,
4. The model scenario with pumpage from the proposed transport permits of up to 80,000 acre-feet/year provided by BVGCD with the modified GAM,
5. The model scenario with pumpage from the proposed transport permits of up to 100,000 acre-feet per year provided by the BVGCD with modified GAM, and
6. The model scenario with pumpage from the proposed transport permits plus recently permitted production within BVGCD for a total of approximately 190,000 acre-feet/year.

B2. Regulatory Evaluation

FNI team will review existing BVGCD rules and management plan, and planning efforts of GMA-12 to identify regulatory issues that may affect future groundwater production in the region and from the City's wellfield. The evaluation will include consideration for the potential future curtailment timeline for the five scenarios described in **Task B1** based on thresholds defined within the BVGCD rules and to what degree of the City's production may be reduced.

B3. Develop Rehabilitation Recommendations

FNI will develop rehabilitation recommendations based on the updates to the projected pumping levels for up to five (5) scenarios considering curtailment. The rehabilitation recommendations will consider impacts of the proposed transport permit applications to College Station's wellfield including electrical equipment needs, depth of wells, and pump sizing. Planning level opinions of probable construction costs (OPCCs) will be developed in 2025 dollars for each of the scenarios and will be projected to future dollars where applicable. FNI will also evaluate the annual power costs for up to five (5) scenarios to be utilized in the water rate impact evaluation (Task B4).

FNI will also identify additional future water supply needs based on the impact of curtailment and development projections from the *2021 Water and Wastewater Impact Fee Update*. Evaluation of alternative water sources and development of OPCCs related to alternative water sources are not included as part of this scope of work.

B4. Evaluate Water Rate Impacts

FNI will work with City staff to plan, evaluate, and quantify the water rate impact for up to five (5) scenarios. This task includes an evaluation of the City's revenue sufficiency only and does not include changes to the City's rate structure. Both the capital and the annual power costs developed as part of **Task B3** will be utilized as part of this task. It assumed the existing rate model will be used for the analysis working in collaboration with City staff.

B5. Rehabilitation Capital Improvement Plan Review Meeting

FNI will meet with the City to review hydraulic analysis results and capacity and rehabilitation improvement recommendations. The City's comments will be addressed.

TASK C: PRESENTATION SUMMARIZING FINDINGS AND TECHNICAL MEMORANDUM

C1. Presentation Summarizing Findings

FNI team will prepare a presentation for City leadership summarizing the impacts of the proposed transport permit applications by Upwell and others from the Simsboro aquifer, and potential future regulatory curtailments on College Station's wellfield and CIP.



C2. Technical Memorandum

FNI will develop a technical memorandum that summarizes the impact of the proposed transport permit applications and potential future regulatory curtailments on College Station’s wellfield. FNI will deliver one (1) electronic PDF copy of the **draft** technical memorandum to the City for review.

Based on the City’s review comments, FNI will revise the draft memorandum and deliver one (1) electronic PDF copy of the **final** technical memorandum.

Schedule

- Data request – 15 days after NTP
- Receipt of requested data – 15 days after request
- Presentation Summarizing Findings – 210 days from receipt of requested data
- Draft Technical Memorandum – 30 days after presentation summarizing findings
- Final Technical Memorandum – 15 days after City’s comments on the draft report

Summary of Fee for Engineering Services

FNI proposes to perform the basic services outlined in the above sections for a total **lump sum project fee of Two Hundred and Forty Thousand Dollars (\$240,000)**.

Table 2: Breakdown of Basic Services Fee by Task

| Basic Service Fee | | |
|-------------------|--|------------------|
| Task Description | | Lump Sum Fee |
| A | Data Evaluation | \$24,000 |
| B | Regional Pumping Impact and CIP Update | \$186,400 |
| C | Presentation Summarizing Findings and Technical Memorandum | \$29,600 |
| Total | | \$240,000 |

**Exhibit B
Payment Terms**

SELECT ONE:

Compensation is based on **actual** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$ n/a per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rate of n/a percent (0 %) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract (\$ 240,000.00).

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

| | |
|--|--------------------|
| Data Evaluation | \$24,000.00 |
| Regional Pumping Impact and CIP update | \$186,400.00 |
| Presentation Summarizing Finds & Technical Memorandum | <u>\$29,600.00</u> |
| | \$240,000.00 |

Exhibit C
Certificate(s) of Insurance

Contract No. 25300226
A&E Professional Services without Construction
Form 05-04-2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2024

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.

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.

Table with 2 main columns: PRODUCER (Ames & Gough) and CONTACT INFORMATION (National Fire Insurance Company of Hartford, Valley Forge Insurance Company, etc.).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of College Station, TX) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature).

January 23, 2025
Item No. 8.1.
CIP Update

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action related to the Capital Improvement Projects (CIP) update.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): n/a

Summary: Presentation and update related to on-going Capital Improvement Projects (CIP).

Budget & Financial Summary: n/a

Attachments:

None

January 23, 2025
Item No. 8.2.
Legislative Affairs Subcommittee

Sponsor: Ross Brady, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the creation of a council subcommittee on legislative affairs.

Relationship to Strategic Goals:

Good Governance

Recommendation(s):

Summary: At the January 9th, 2025 meeting of the City Council, a future agenda item was requested to consider the creation of a council subcommittee for legislative affairs.

Budget & Financial Summary:

Attachments:

None

January 23, 2025
Item No. 9.1.
Budget Amendment #1

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on Budget Amendment Number 1 amending the budget for Fiscal Year 2024-2025 for \$14,718,759.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approve Budget Amendment #1.

Summary: The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover expenditures and after holding a public hearing on such budget amendment. The proposed budget amendment is to increase the FY25 budget appropriations by \$14,718,759 primarily because of the annual encumbrance roll for goods budgeted and ordered in FY24 or prior and not yet received including a total of \$12,271,372 of fleet purchases. Fire department preorder of two pumper trucks, one grass truck and one aerial truck totaling \$6,042,905 make up 49% of the fleet purchases.

The amendment also contains two interfund transfers for the advance purchase of four Fire Department vehicles and proceeds from the sale of land. Interfund transfers do not affect the budget.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment. If approved, the net revised 2024-2025 budget appropriations will be \$556,169,443.

Attachments:

1. FY25 Budget Amendment #1 Ordinance
2. FY25 Encumbrance Roll Summary

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2024-4539 AS BUDGET AMENDMENT NUMBER 1 AMENDING THE BUDGET FOR THE 2024-2025 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on August 22, 2024, the City Council of the City of College Station, Texas, adopted Ordinance No. 2024-4539 approving its Budget for the 2024-2025 Fiscal Year: and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

PART 1: That Ordinance No. 2024-4539 is hereby amended by amending the 2024-2025 Budget adopted by a net amount of \$14,718,759 as further detailed in **Exhibit A**.

PART 2: That this Budget Amendment Number 1 shall be attached to and made a part of the 2024-2025 Budget.

PART 3: That except as amended hereby, Ordinance No, 2024-4539 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2025

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A – FY24 BUDGET AMENDMENT #1 DETAIL LISTING

- 1. Encumbrance Roll – Various Funds - \$7,637,854 (Budget Amendment).** This item covers expenditures encumbered but not completed or expensed in FY24. Those goods and services were budgeted in FY24 but will not be received until FY25. This amendment increases the FY25 budget appropriation in each applicable fund for the eligible items. Vehicles and equipment represent \$6,228,467 (82%) of the encumbrance roll, with supplies and professional services in progress representing the remaining balance. The Encumbrance Roll Summary (attached) gives a brief description and totals by fund, by department.
- 2. Fire Department preorder of 2 Pumpers, 1 Grass, and 1 Aerial trucks – \$6,042,905 (Budget Amendment) and \$6,042,905 (Interfund Transfer).** Advanced purchase of four Fire Department vehicles. These vehicles are included on this Budget Amendment due to the long lead time to order and receive the required vehicles. The scheduled replacements are covered by funds set aside in the Fleet Replacement Fund. A total interfund transfer from Fleet Replacement to the other funds totals \$6,042,905.
- 3. Prior Years 1x SLAs – General Fund and HOT Fund - \$548,000 (Budget Amendment).** This item covers approved FY24 1x SLAs not encumbered and not expensed in FY24. Departments expect to receive these goods and services in FY25. This item increases the FY25 budget appropriation in each applicable fund for the eligible items.
- 4. Regional Pumping Impact Analysis – Water Fund - \$240,000 (Budget Amendment).** This item will increase the budget in the Water Operating fund to pay for a Regional Pumping Impact Analysis. This Analysis is related to various groundwater issues in the Brazos Valley. The Water Fund has sufficient revenues to cover this one-time cost.
- 5. Sale of Land Proceeds to the Streets Capital Fund – \$4,245,416 (Interfund Transfer).** This item will add an interfund transfer from the General Fund to the Streets Capital Improvement Projects (CIP) fund. The transfer will move the College Station business park sale of land proceeds to the Streets CIP fund for future capital improvements. The proceeds included in this transfer are from the Caprock Development and Fera Diagnostics sales. This interfund transfer will not increase the net FY25 expense budget.
- 6. Plug and Play Funding Agreement -- General Fund – \$250,000 (Budget Amendment).** This item is to increase the budget in the Economic Development General Fund operating budget to cover the Funding Agreement dated October 9th, 2024. This payment is part of a three-year agreement of \$750,000. These funds will be taken from the unassigned fund balance in the General Fund.

CITY OF COLLEGE STATION
ENCUMBRANCE ROLL BUDGET AMENDMENT SUMMARY
FY25 BUDGET AMENDMENT #1

| FUND | DEPARTMENT | ENCUMBRANCE | |
|--------------------------------|--|---------------------|--|
| | | ROLL AMOUNT | DESCRIPTION |
| General | Police | \$ 598,483 | supplies, vehicle/equipment |
| General | Fire | 26,847 | supplies |
| General | Public Works | 168,394 | professional services, vehicle/equipment |
| General | Planning & Development | 187,855 | professional services |
| General | Information Tech. | 95,361 | professional services |
| General | Fiscal Services | 102,173 | supplies, professional services |
| General | CIP & Facilities | 276,059 | Rec Center Feasibility study, corrective maintenance |
| General | General Govt. | 205,745 | professional services, USA Track & Field |
| General | Non-Departmental | 4,022,232 | vehicle/equipment replacement, IT non-capital replacements |
| | General Fund Total | \$ 5,683,149 | |
| Drainage | Public Works | 160,521 | vehicle/equipment |
| Drainage | Non-Departmental | 2,700 | IT non-capital replacements |
| | Drainage Fund Total | \$ 163,221 | |
| Electric | Electric | 241,340 | professional services |
| Electric | Non-Departmental | 358,316 | vehicle/equipment replacement |
| | Electric Fund Total | \$ 599,656 | |
| Water | Water | 72,080 | maintenance, professional service |
| Water | Non-Departmental | 359,441 | vehicle/equipment replacement |
| | Water Fund Total | \$ 431,521 | |
| Wastewater | Wastewater | 14,245 | professional services |
| | Wastewater Fund Total | \$ 14,245 | |
| Solid Waste | Public Works | 420,071 | professional services, vehicle/equipment |
| Solid Waste | Non-Departmental | 325,991 | vehicle/equipment replacement |
| | Solid Waste Fund Total | \$ 746,062 | |
| | EXPENDITURE TOTALS | \$ 7,637,854 | |
| INTERNAL SERVICE FUNDS: | | | |
| Fleet Maintenance | Non-Departmental | 8,196 | IT non-capital replacements |
| | Fleet Maintenance Fund Total | \$ 8,196 | |
| Property Casualty | Non-Departmental | 32,000 | professional services |
| | Property Casualty Fund Total | \$ 32,000 | |
| Utility Customer Service | Fiscal Services | 3,093 | supplies |
| | Utility Customer Service Fund Total | \$ 3,093 | |
| Workers Compensation | Non-Departmental | 46,494 | professional services |
| | Workers Compensation Fund Total | \$ 46,494 | |
| | INTERNAL SERVICE FUNDS EXPENDITURE TOTALS | \$ 89,783 | |
| All Funds | | \$ 6,228,467 | sum of all vehicle purchases/replacements in progress city-wide across all funds |
| | | 0.81547343 | |

January 23, 2025

Item No. 9.2.

Barracks West Ph 3 Comprehensive Plan Amendment

Sponsor: Jeff Howell

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Mixed Residential to General Commercial for approximately 1.047 acres at 3423 Cain Road and 3197 Holleman Drive South.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): This item was heard at the January 16th Planning and Zoning Commission meeting where the Commission voted 6-0 to recommend approval.

Summary: The applicant is requesting an amendment to the Comprehensive Plan Future Land Use and Character Map from Mixed Residential to General Commercial for approximately 1.047 acres, generally located east of the intersection of Holleman Drive South and Cain Road. General Commercial is defined as areas of commercial activities typically located along regionally significant roads. This Comprehensive Plan Amendment is in conjunction with a rezoning of a portion of the property to GC General Commercial to allow for additional commercial uses in the area. It is the applicant's intent to develop uses allowed within the proposed General Commercial zoning district on the subject property.

REVIEW CRITERIA

1. Changed or changing conditions in the subject area of the City: The subject property and those directly abutting it have a future land use designation of Mixed Residential. The Mixed Residential land use designation is appropriate for moderate density residential development and may serve as an area of transition for development. The purpose of the Mixed Residential land use designation is to support neighborhoods with a mix of housing types, accommodate a well-connected street pattern and may be located near commercial centers. The adjacent properties are currently in the process of subdividing to be consistent with the T Townhouse zoning district. The immediate area is primarily developed as attached residential development (townhome and fourplexes).

The properties to the south, east, and west are designated as Mixed Residential as well. The properties to the north are designated as Neighborhood Center. The Neighborhood Center areas are areas appropriate for a mix of uses, including both residential and commercial. Generally, these areas tend to be smaller than urban center areas and encourage commercial activity along major roadways. Due to their context, these areas tend to create walkable activity centers and support multi-family uses as well. This request to change the land use designation of the subject property to General Commercial would allow for the development of a largely undeveloped property with close proximity to Holleman Drive South.

2. Compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the City as a whole: The applicant is requesting an amendment to the Future Land Use & Character Map to General Commercial and has

also requested a rezoning to General Commercial for a portion of the property. The intent of General Commercial is to accommodate a wide range of commercial uses and concentrate commercial development near major intersections and thoroughfares. The subject property is located at the intersection of Holleman Drive South and Cain Road, about 1000 feet north of Deacon Drive. This area continues to experience a high amount of residential development as owners look to develop the remainder of the land between Deacon Drive and Cain Road. This property would be compatible with existing uses, development patterns, and character of GC General Commercial zoned properties in the area.

The applicant held a neighborhood meeting on October 21, 2024. All property owners within 200 feet of the subject property were notified of the neighborhood meeting, and approximately zero members of the public were in attendance. Attendees were only the applicant, property owner and City Staff.

The proposal is compatible with the character of the area as it allows for commercial development that is compatible with the surrounding area.

3. Impact on environmentally sensitive and natural areas: There is no FEMA designated floodplain on the property. While not within the subject property, there are existing waterbodies located in the general area.

4. Impacts on infrastructure including water, wastewater, drainage, and the transportation network: Water services will be provided by Wellborn Special Utility District. Wastewater services will be provided by College Station Utilities. There is adequate water and sanitary sewer capacity to support the proposed amendment. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

The subject property is located near the intersection of Holleman Drive South and Cain Road, as well as adjacent to Towers Parkway. Holleman Drive South is identified as a Minor Arterial on the Thoroughfare Plan. The property is also near Towers Parkway, which is identified as a Minor Collector on the Thoroughfare Plan. The proposed General Commercial designation may increase the potential traffic generated in comparison to the existing Mixed Residential designation, however a Traffic Impact Analysis with the rezoning was not required. The applicant states that commercial property is wanted on the west side of the railroad with the majority of the area being residential, there may be a need for commercial uses.

5. Consistency with the goals and strategies set forth in the Comprehensive Plan: The intent of College Station's Comprehensive Plan is to create distinctive places, vibrant districts, attractive neighborhoods, revitalized gateways and corridors, and conserved natural areas. The proposed amendment to General Commercial, defined as areas that accommodate a wide range of commercial uses, is appropriate for this property as it provides infill development along a major commercial corridor of the city.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Aerial and Small Area Map
3. Comprehensive Plan Exhibit
4. Background Information

5. Applicant's Supporting Information
6. Comprehensive Plan Amendment Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUTURE LAND USE & CHARACTER MAP FROM MIXED RESIDENTIAL TO GENERAL COMMERCIAL FOR APPROXIMATELY 1.047 ACRES OF LAND, GENERALLY LOCATED AT 3423 CAIN ROAD AND 3197 HOLLEMAN DRIVE SOUTH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the “Official City of College Station Comprehensive Plan” is hereby amended by adding new Subsection “E.1.j.” of Exhibit “A” thereto as set out in Exhibit “A” attached hereto and made a part hereof; as set out in Exhibit “B” attached hereto and made a part hereof.

PART 2: That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

PART 3: That this Ordinance shall take effect immediately from and after its passage.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Ordinance No.4303 adopting the “Official City of College Station Comprehensive Plan” as amended, is hereby amended by adding Subsection “E.1.j.” to Exhibit “A” of said plan for Exhibit “A” to read in its entirety as follows:

A. Comprehensive Plan

The Official City of College Station Comprehensive Plan (Ordinance 4303) is hereby adopted and consists of the following:

1. Plan Foundation;
2. Distinctive Places;
3. Strong Neighborhoods;
4. A Prosperous Economy;
5. Engaging Spaces;
6. Integrated Mobility;
7. Exceptional Services;
8. Managed Growth;
9. Collaborative Partnerships; and
10. Plan Implementation

B. Master Plans

The following Master Plans are hereby adopted and made a part of the Official City of College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
5. Parks, Recreation, and Open Spaces Master Plan dated July 2011;
6. Medical District Master Plan dated October 2012;
7. Economic Development Master Plan dated May 2020;
8. The Water System Master Plan dated April 2017; and
9. The Wastewater System Master Plan dated April 2017; and
10. Northeast Gateway Redevelopment Plan dated September 2023; and
11. Wellborn District Plan dated October 2023.

C. Master Plan Amendments

The following Master Plan Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Expiring the East College Station Transportation Study dated May 2005 – Ordinance 4404, dated November 10, 2022.
2. Expiring the Central College Station Neighborhood Plan dated June 2010 – Ordinance 4404, dated November 10, 2022.
3. Expiring the Eastgate Neighborhood Plan dated June 2011 – Ordinance 4404, dated November 10, 2022.
4. Expiring the Southside Area Neighborhood Plan dated August 2012 – Ordinance 4404, dated November 10, 2022.
5. Expiring the South Knoll Neighborhood Plan dated September 2013 – Ordinance 4404, dated November 10, 2022.
6. Amended as shown in the Northeast Gateway Redevelopment Plan for Map 5.4 Proposed Bicycle Facilities and Map 5.5 Proposed Pedestrian Facilities within the Bicycle, Pedestrian, and Greenways Master Plan – Ordinance 4470, dated September 28, 2023.
7. Amended as shown in the Wellborn District Plan for Map 5.4 Proposed Bicycle Facilities and Map 5.5 Proposed Pedestrian Facilities within the Bicycle, Pedestrian, and Greenways Master Plan – Ordinance 4474, dated October 12, 2023.

D. Text Amendments

The following Text Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Text Amendments:
 - a. *Chapter 2. Distinctive Places* by amending the text regarding the Neighborhood Center future land use description, intent, and generally appropriate zoning districts – Ordinance 4351, dated April 28, 2022.
 - b. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to remove expired plans – Ordinance 4404, dated November 10, 2022.
 - c. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to rename the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.

- d. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to update it to the Wellborn District Plan, to revise the Future Land Use & Character descriptions to remove the Wellborn future land use and incorporate it and the Wellborn-specific zoning districts into the Neighborhood Commercial, Suburban Residential, and Estate Residential future land use descriptions and generally appropriate zoning districts – Ordinance 4474, dated October 12, 2023.

E. Map Amendments

The following Map Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Future Land Use & Character Map:
 - a. Approximately 5 acres of land generally located at 2354 Barron Road from Suburban Residential to Neighborhood Commercial – Ordinance 4365, dated June 23, 2022.
 - b. Approximately 17 acres of land generally located at 400 Double Mountain Road from Medical to Urban Residential – Ordinance 4378, dated August 11, 2022.
 - c. Approximately 0.19 acres of land generally located at 106 Southland Street from Suburban Residential to Neighborhood Commercial – Ordinance 4388, dated September 8, 2022.
 - d. Approximately 2.611 acres of land, generally located at 100 - 170 Graham Road from Business Center to Neighborhood Commercial – Ordinance 4435, dated May 15, 2023.
 - e. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023..
 - f. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
 - g. Approximately 3.25 acres of land generally located west of the intersection of Nantucket Drive and State Highway 6 S from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas – Ordinance 4520, dated May 23, 2024.
 - h. Approximately 3 acres of land generally located at located at 116 and 120 Morgans Lane from Urban Residential to General Commercial – Ordinance 4525, dated June 27, 2024
 - i. Approximately 11 acres of land generally located at 3182 Holleman Drive South from Mixed Residential and Natural & Open Areas to Urban Residential – Ordinance 4566, dated December 12, 2024
 - j. Approximately 1.047 acres of land generally located at 3423 Cain Road and 3197 Holleman Drive South from Mixed Residential to General Commercial.

2. Planning Areas Map:
 - a. Removing the Central College Station Neighborhood Plan, Eastgate Neighborhood Plan, Southside Area Neighborhood Plan, and South Knoll Neighborhood Plan – Ordinance 4404, dated November 10, 2022.
 - b. Renaming the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
 - c. Renaming the Wellborn Community Plan to the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
3. Functional Classification & Context Class Map:
 - a. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
 - b. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.

F. General

1. **Conflict.** All parts of the Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
2. **Purpose.** The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its Extraterritorial Jurisdiction (“ETJ”). The Comprehensive Plan depicts generalized locations of proposed future land uses, including thoroughfares, bicycle and pedestrian ways, parks, greenways, and waterlines, and sewer lines that are subject to modification by the City to fit local conditions and budget constraints.
3. **General nature of Future Land Use.** The Comprehensive Plan, in particular the Future Land Use & Character Map and any adopted amendments thereto, shall not be, nor be considered, a zoning map, shall not constitute zoning regulations or establish zoning boundaries, and shall not be site or parcel specific but shall be used to illustrate generalized locations.
4. **General nature of College Station Comprehensive Plan.** The Comprehensive Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the

City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as thoroughfares, bikeways, pedestrian ways, greenways, waterlines, and sewer lines that are a part of the Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Comprehensive Plan without being considered an amendment thereto.

5. **Reference.** The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

EXHIBIT B

That the “Official City of College Station Comprehensive Plan” is hereby amended by amending a portion of the map titled “Future Land Use & Character” from Mixed Residential to General Commercial for the following property:



FIELD NOTES
1.047 ACRES

Being all that certain tract or parcel of land lying and being situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, in College Station, Brazos County, Texas and being part of the called 2 acre tract described in the deed from John Daniel German and Barbara Joyce Hogan to Mark Golden recorded in Volume 12674, Page 186 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.) and part of the called 8.181 acre tract described in the deed from Antioch Community Church of CS to Snoopaluke Holdings, LLC recorded in Volume 18910, Page 19 (O.P.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common west corner of this herein described tract and the called 2 acre Golden tract, said iron rod also marking the south corner of the called 19.575 acre University Acres, LLC tract recorded in Volume 12870, Page 261 (O.P.R.B.C.), being in the southeast margin of Cain Road and being in the easterly right-of-way line of Holleman Drive South (based on a variable width);

THENCE: N 42° 11' 20" E along the common line of this tract, the called 19.575 acre University Acres, LLC tract and the southeast margin of said Cain Road for a distance of 107.53 feet to a point for the north corner of this tract, to a found 3/8-inch iron rod marking the north corner of the called 2 acre Golden tract bears N 42° 11' 20" E at a distance of 189.95 feet for reference;

THENCE: into and through the called 2 acre Golden tract and into the interior of the called 8.181 acre Snoopaluke Holdings, LLC tract for the following seven (7) calls:

- 1) S 47° 45' 43" E for a distance of 161.56 feet to an angle point,
- 2) S 42° 14' 17" W for a distance of 9.00 feet to an angle point,
- 3) S 47° 45' 43" E for a distance of 109.32 feet to a point for the east corner of this herein described tract,
- 4) S 42° 07' 49" W for a distance of 187.75 feet to the Point of Curvature of a curve to the right,
- 5) 13.37 feet along the arc of said curve having a central angle of 10° 13' 01", a radius of 75.00 feet, a tangent of 6.70 feet and long chord bearing S 47° 14' 19" W at a distance of 13.36 feet to the Point of Tangency,
- 6) N 70° 23' 26" W for a distance of 9.86 feet to an angle point, and
- 7) S 42° 10' 29" W for a distance of 19.42 feet to a found 5/8-inch iron rod marking the common south corner of this tract and the called 2 acre Golden tract, said iron rod also marking the west corner of the called 8.181 acre Snoopaluke Holdings, LLC tract and being in the easterly right-of-way line of said Holleman Drive South;

THENCE: N 22° 01' 51" W along the easterly right-of-way line of said Holleman Drive South for a distance of 289.61 feet to the POINT OF BEGINNING and containing 1.047 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on July, 2024.





UNIVERSITY HEIGHTS PH 4

GERMAN ACRES THE BARRACKS I/PH 112

PALOMA RIDGE DRIVE
LAS PALOMAS

CAN ROAD

HOLEMAN DRIVE SOUTH

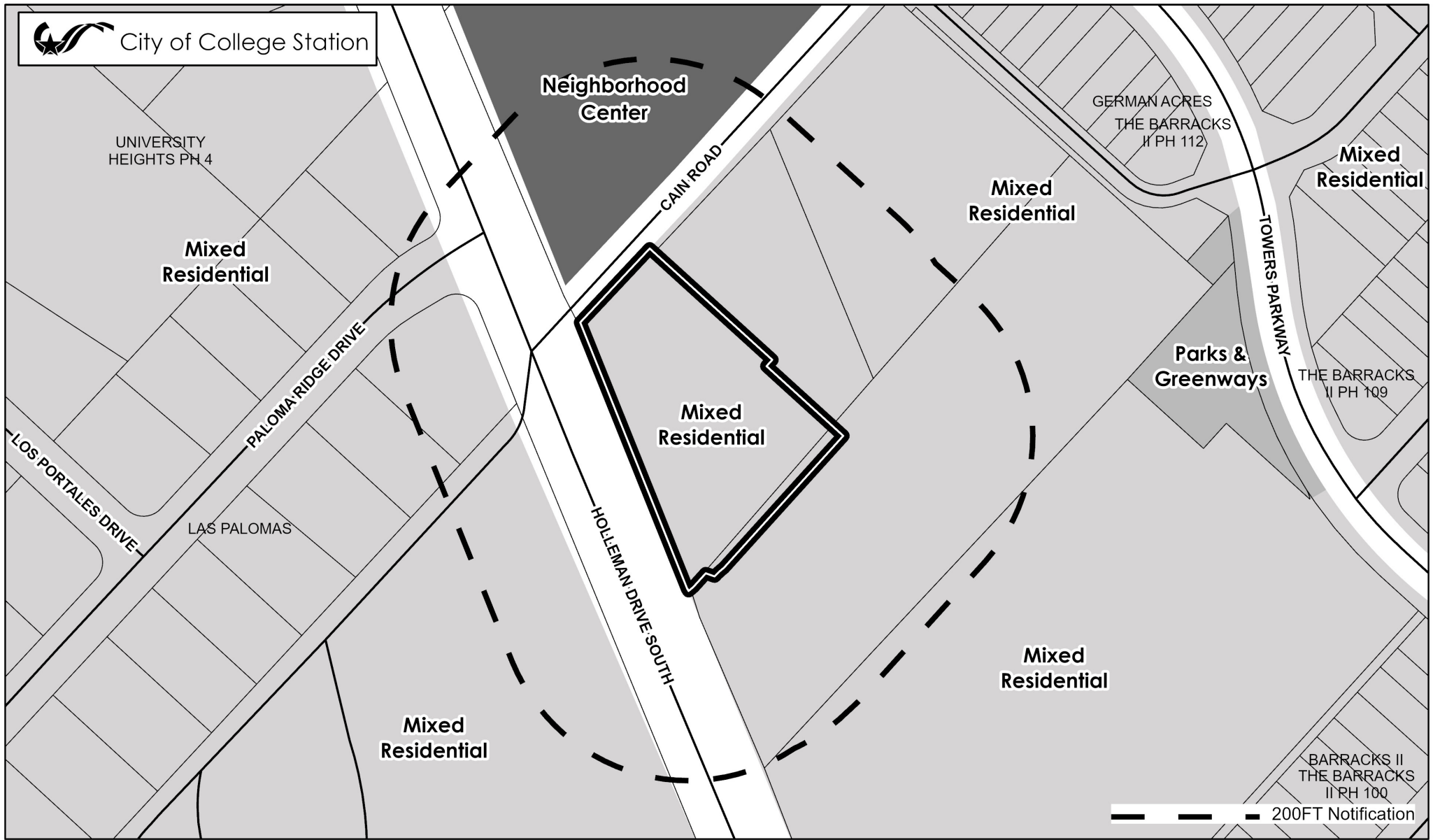


0 105 210 Feet

BARRACKS WEST PH 3

Case: CPA2024-000006

COMPREHENSIVE PLAN AMENDMENT



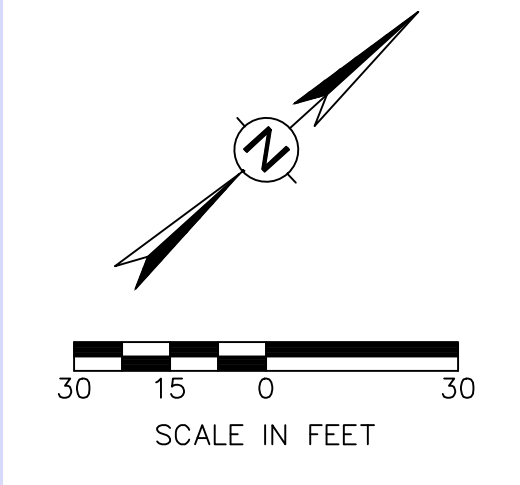
200FT Notification

FUTURE LAND USE DISTRICTS (In Grayscale)

| | | | |
|---------------------------|-------------------------|-------------------------|----------------------|
| <u>Residential</u> | <u>Non-Residential</u> | <u>Combined Centers</u> | <u>Other</u> |
| Urban Residential | General Commercial | Urban Center | Institutional/Public |
| Mixed Residential | Neighborhood Commercial | Neighborhood Center | TAMU |
| Suburban Residential | Business Center | | Parks & Greenways |
| Estate Residential | Medical | | Natural & Open Areas |
| Rural | | | Redevelopment Areas |
| Neighborhood Conservation | | | |



BARRACKS WEST PH 3



N/F
LAS PALOMAS SUBDIVISION
7367/53
ZONED: MIDDLE HOUSING - MH
HIGH OCCUPANCY OVERLAY - HOO

N/F
UNIVERSITY ACRES LLC
CALLED 19.575 ACRES
12870/261
ZONED: RURAL - R

N/F
BCS MISSION RANCH TOWNHOMES LP
CALLED 10.43 ACRES
14791/155
ZONED: PDD

HOLLEMAN DRIVE SOUTH
VARIABLE WIDTH R.O.W.

N27° 01' 51"W - 289.61'

EXISTING LAND USE:
MIXED RESIDENTIAL

PROPOSED LAND USE:
GENERAL COMMERCIAL

EXISTING ZONING:
RURAL
PROPOSED ZONING:
GENERAL COMMERCIAL

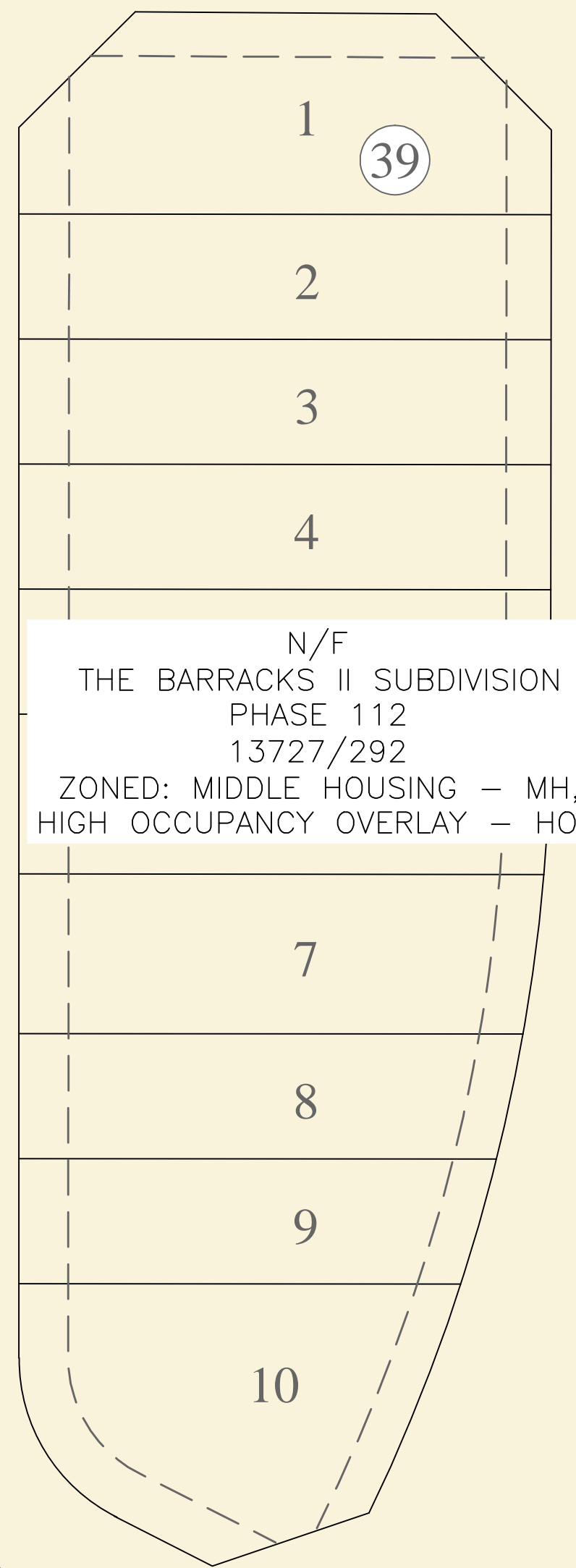
N/F
CM DELTA RIDGE LLC
CALLED 1.979 ACRES
19345/200
ZONED: RURAL - R

EXISTING LAND USE:
MIXED RESIDENTIAL

EXISTING ZONING:
RURAL
PROPOSED ZONING:
TOWNHOUSE

N/F
CM DELTA RIDGE LLC
CALLED 1.476 ACRES
19345/200
ZONED: RURAL - R

PUBLIC ALLEY 3
24' ROW - 20' PAVEMENT



N/F
THE BARRACKS II SUBDIVISION
PHASE 112
13727/292
ZONED: MIDDLE HOUSING - MH,
HIGH OCCUPANCY OVERLAY - HOO

N42° 11' 20"E - 107.53'

S47° 45' 43"E - 161.56'

S47° 45' 43"E - 109.32'

PROPOSED COMMON AREA B
S42° 07' 49"W - 187.75'

THREE BEARS DRIVE
50' ROW - 27' PAVEMENT

PROPOSED BARRACKS WEST
SUBDIVISION PHASE 1
(---/---)

N/F
SNOOPALUKE HOLDINGS LLC
TRACT 43.2, 8.818 ACRES
18910/019
ZONED: TOWNHOUSE - T

PROPOSED BARRACKS WEST
SUBDIVISION PHASE 2
(---/---)

COMMON
AREA A
AND Pr.D.E.

KODIAK DRIVE
50' ROW - 27' PAVEMENT

LEGEND

— LAND USE CHANGE LIMITS
— PROPERTY BOUNDARY
- - - PROPOSED PUBLIC UTILITY EASEMENT (P.U.E.)
- - - EXISTING PRIVATE DRAINAGE EASEMENT (Pr.D.E.)
- - - EXISTING PUBLIC UTILITY EASEMENT (P.U.E.)
- - - EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)

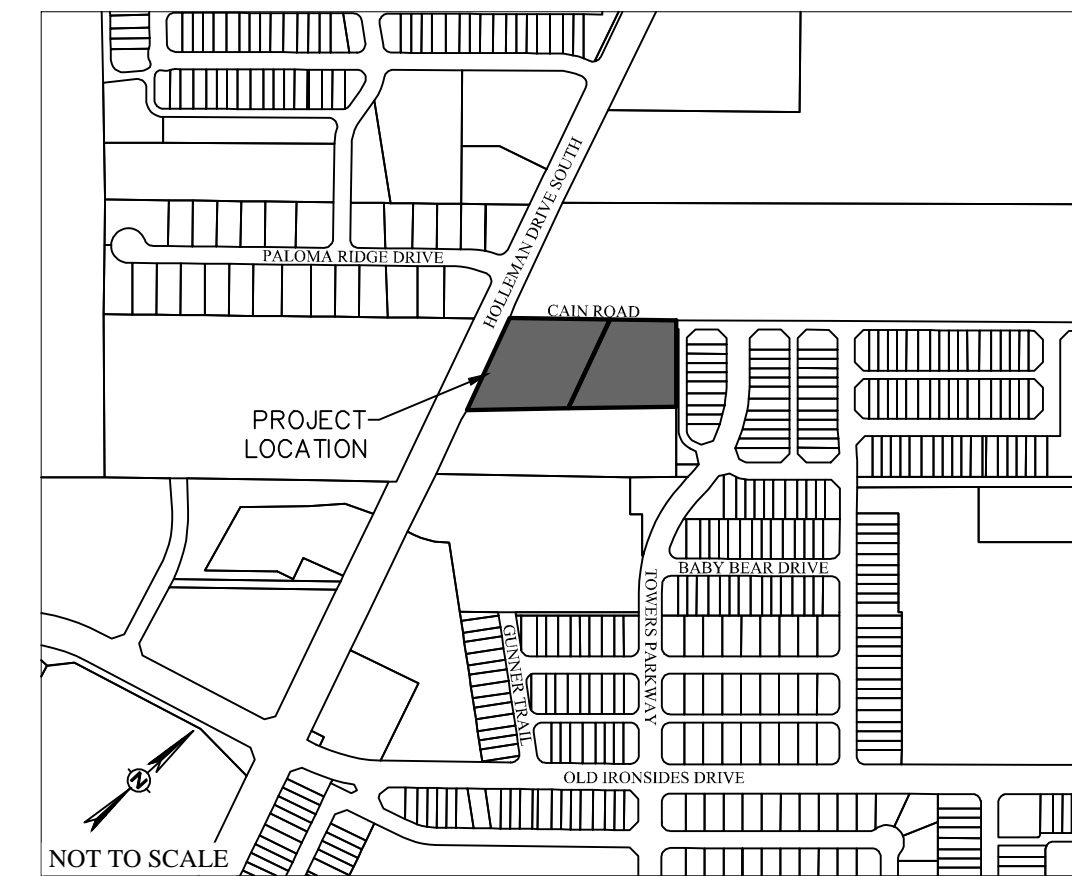
LAND USE

EXISTING MIXED RESIDENTIAL
EXISTING NEIGHBORHOOD CENTER
PROPOSED GENERAL COMMERCIAL

LEGAL DESCRIPTION:
BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT No. 7, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS AND BEING PART OF THE CALLED 2 ACRE TRACT DESCRIBED IN THE DEED FROM JOHN DANIEL GERMAN AND BARBARA JOYCE HOGAN TO MARK GOLDEN RECORDED IN VOLUME 12674, PAGE 186 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (O.P.R.B.C.) AND PART OF THE CALLED 8.818 ACRE TRACT DESCRIBED IN THE DEED FROM ANTIOCH COMMUNITY CHURCH OF CS TO SNOOPALUKE HOLDINGS, LLC RECORDED IN VOLUME 18910, PAGE 19 (O.P.R.B.C.).

| LINE # | LENGTH | DIRECTION |
|--------|--------|---------------|
| L1 | 9.00' | S42° 14' 17"W |
| L2 | 9.86' | N70° 23' 26"W |
| L3 | 19.42' | S42° 10' 29"W |

VICINITY MAP



COMPREHENSIVE PLAN AMENDMENT

THE BARRACKS WEST, PHASE 2
1.047 ACRES
EXISTING LAND USE - MIXED RESIDENTIAL
PROPOSED LAND USE - MIXED RESIDENTIAL & GENERAL COMMERCIAL
EXISTING ZONING - RURAL AND TOWNHOUSE
PROPOSED ZONING - TOWNHOUSE AND GENERAL COMMERCIAL
COLLEGE STATION, BRAZOS COUNTY, TEXAS
SCALE: 1"=30'
OCTOBER 2024

OWNER/DEVELOPER:
CM Delta Ridge LLC
PO BOX 12236
College Station, TX 77842
(936) 545-6050

COMMON AREA B:
Snoopaluke Holdings LLC
4100 Rocky Briar Ct.
College Station, TX 77845
(979) 217-1162

ENGINEER:
Crest Engineering LLC
11009
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-3900

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: January 16, 2025
 Advertised Council Hearing Date: January 23, 2025

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

The Barracks at Rock Prairie

Property owner notices mailed: 10

Contacts in support: None at the time of this report
 Contacts in opposition: None at the time of this report
 Inquiry contacts: None at the time of this report

ADJACENT LAND USES

| Direction | Comprehensive Plan | Zoning | Land Use |
|-----------|---------------------|---|---|
| North | Neighborhood Center | R Rural | Single-family attached, Cain Road (local street) |
| South | Mixed Residential | T Townhouse | Vacant, Three Bears Drive (local street) |
| East | Mixed Residential | T Townhome | Vacant |
| West | Mixed Residential | PDD Planned Development District, MH Middle Housing, HOO High Occupancy Overlay | Duplexes, Vacant, Holleman Drive South (Minor Arterial) |

DEVELOPMENT HISTORY

Annexed: November 2002
Zoning: A-O Agricultural-Open (upon annexation 2002)
 A-O Agricultural-Open renamed to R Rural (2013)
 0.47 acre property
 o from R Rural to T Townhouse (2023)
Final Plat: Unplatted
 0.47 acre property: platted as Common Area B (Barracks West Phase 1 - recorded 10/31/2024)
Site Development: Single-family detached, Vacant



COMP PLAN APPLICATION SUPPORTING INFORMATION

Name of Project: 3417 & 3423 CAIN ROAD, 3.252 AC PORTION (CPA2024-000006)

Address: 3417 CAIN RD

Legal Description: A000701, CRAWFORD BURNETT (ICL), TRACT 145, 1.476 ACRES

Total Acreage: 1.047

Applicant: SCHULTZ ENGINEERING LLC

Property Owner: CM Delta Ridge LLC

What element of the Comprehensive Plan and at what location is requested to be amended?

Land Use & Character Designation

What is the amendment requested?

1.047 Acres of Mixed Residential land use to be amended to General Commercial land use.

What is the reason for the amendment?

Current land use designation does not allow for the property to be rezoned from Rural to General Commercial.

How will this change be compatible with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the city as a whole?

General Commercial is warranted adjacent to Holleman Drive South with the increasing residential development in the area.

Explain the impact on environmentally sensitive and natural areas and infrastructure, including water, wastewater, drainage and transportation network.

Properties adjacent to the subject property are currently Mixed Residential Land Use, and commercial property is wanted on the west side of the railroad. The majority of the surrounding area is residential, so there may be a need for commercial uses.

Explain how this change will be consistent with the goals and strategies set forth in the Comprehensive Plan.

Properties adjacent to the subject property are currently Mixed Residential Land Use, and commercial property is wanted on the west side of the railroad. The majority of the surrounding area is residential, so there may be a need for commercial uses.

List any other reasons to support this zone change.

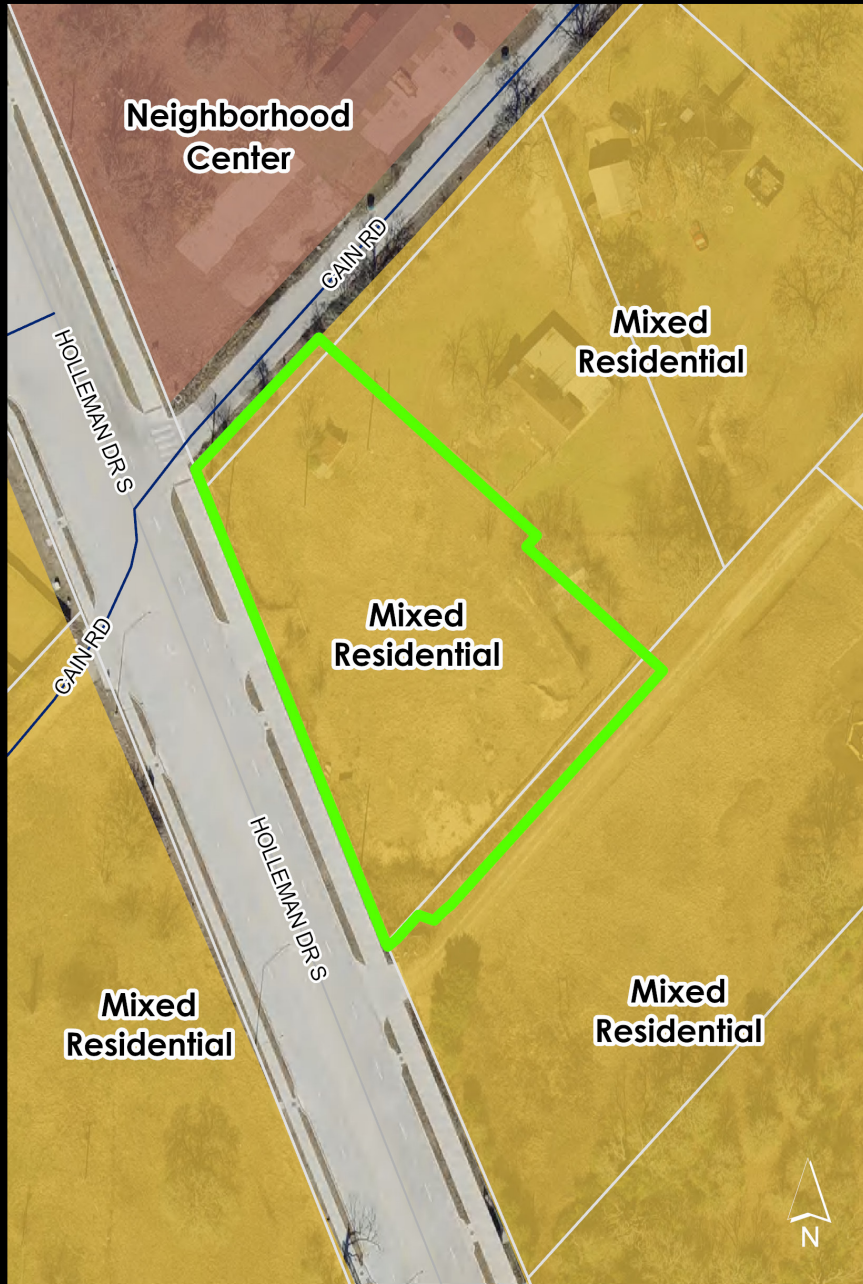
N/A

List any other additional properties.

N/A

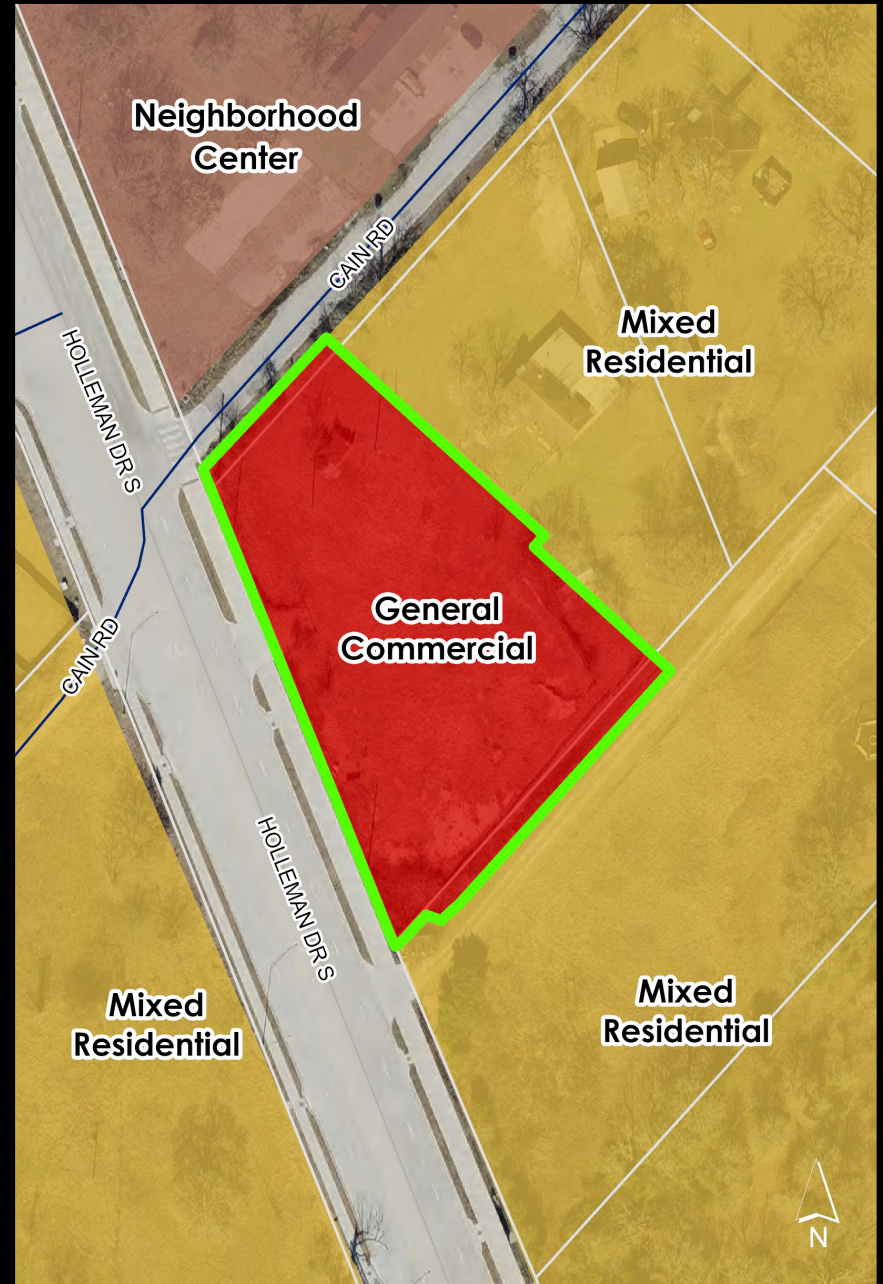
EXISTING

Future Land Use



PROPOSED

Future Land Use



January 23, 2025
Item No. 9.3.
Barracks West Ph 3 Rezoning

Sponsor: Jeff Howell

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R Rural & T Townhouse to T Townhouse (2.253 acres) & GC General Commercial (1.047 acres) for approximately 3.30 acres at 3417 & 3423 Cain Road and 3197 Holleman Drive South, generally located east of the intersection of Holleman Drive South and Cain Road.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): This item was heard at the January 16th Planning and Zoning Commission meeting where the Commission voted 6-0 to recommend approval.

Summary: This request is to rezone approximately 3.30 acres of land generally located south of the intersection of Holleman Drive South and Cain Road from R Rural and T Townhouse to T Townhouse and GC General Commercial. The tract proposed to be rezoned consists of two unplatted properties and a small portion of common area which was platted in October 2024 as part of Barracks West Phase 1 subdivision. The majority of the property was originally zoned R Rural upon annexation to the City in 2002, while a small portion was recently rezoned to T Townhouse in 2023. This zoning request is in effort to provide additional housing and residential density to this area, as well as commercial uses along the corridor. The applicant is requesting the zoning district change to allow for a proposed townhome development which would not be allowed on properties zoned R Rural. The applicant is also requesting the commercial zoning district for a proposed commercial development which would not be permitted within the R Rural or T Townhouse zoning districts.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject tract is designated as Mixed Residential on the Comprehensive Plan Future Land Use & Character Map. For the Mixed Residential land use, the Comprehensive Plan provides the following:

Areas appropriate for a mix of moderate density residential development including, townhomes, duplexes, small multifamily buildings (3-12 units), and limited small-lot single family. These areas are appropriate for residential infill and redevelopment that allows the original character to evolve. These areas may serve as buffers between more intense multi-family residential or mixed-use development and suburban residential or neighborhood conservation areas.

The intent of the Mixed Residential land use is to accommodate a walkable pattern of small lots, small blocks, and well-connected street pattern that supports surrounding neighborhoods. Developments in this district should prioritize a mix of housing types and scales located near community facilities or adjacent to commercial or neighborhood centers. A portion of this development is aligned with that vision.

The zoning districts that are generally appropriate within the Mixed Residential land use include: Middle Housing, Duplex, Townhouse, and limited-scale single-family zoning.

The applicant has submitted an amendment request for a land use change from a Mixed Residential portion of the property to General Commercial. The proposed General Commercial land use designation is appropriate for concentrated areas of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility.

The proposed rezoning request to GC General Commercial is consistent with the amendment to the Comprehensive Plan. The proposed rezoning request to T Townhouse is consistent with existing Comprehensive Plan land use designation.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject property is near other existing townhouse uses which are located across Towers Parkway to the east. The area to the south was recently rezoned to allow for the continuation of townhouse uses as well. There is an existing single-family attached residential development also near the subject property to the north across Cain Road. To the north, there is also an existing residential development consisting of multi-family structures as well. Along Holleman Drive South to the northwest, there is an existing commercial development as well as further to the south which includes a convenience store as well. The proposed zoning district is appropriate in the context of the area as it would allow for infill with additional housing options and commercial uses located adjacent to a major thoroughfare.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject property is suitable for a townhouse and commercial development. The site has adequate space to meet the minimal dimensional standards as set forth in the Unified Development Ordinance.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure is adequate to support the needs of this development. Drainage and any other infrastructure required with site redevelopment shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property is located near the intersection of Holleman Drive South and Cain Road, as well as adjacent to Towers Parkway. Holleman Drive South is identified as a Minor Arterial on the Thoroughfare Plan. The property also is near Towers Parkway, which is identified as a Minor Collector on the Thoroughfare Plan. The existing use is expected to generate less than 150 trips in any peak hour; therefore, a Traffic Impact Analysis (TIA) was not required to be submitted with the application.

5. The marketability of the property:

The applicant states the existing rural zoning limits the development and rezoning will improve marketability. Rezoning the property to T Townhouse as well as to GC General Commercial will make the property more marketable in the future since, as stated by the applicant, there is a demand for higher density residential and commercial uses in the area.

Budget & Financial Summary: N/A

Attachments:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL & T TOWNHOUSE TO T TOWNHOUSE (2.253 ACRES) & GC GENERAL COMMERCIAL (1.047 ACRES) AFFECTING APPROXIMATELY 3.30 ACRES AT 3417 & 3423 CAIN ROAD AND 3197 HOLLEMAN DRIVE SOUTH, GENERALLY LOCATED EAST OF THE INTERSECTION OF HOLLEMAN DRIVE SOUTH AND CAIN ROAD CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A” and Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.

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

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R Rural & T Townhouse to T Townhouse (2.253 acres) & GC General Commercial (1.047 acres):

FIELD NOTES
2.253 ACRES

Being all that certain tract or parcel of land lying and being situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, in College Station, Brazos County, Texas and being part of the called 2 acre tract described in the deed from John Daniel German and Barbara Joyce Hogan to Mark Golden recorded in Volume 12674, Page 186 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.) and all of the called 1.476 acre tract described in the deed from B. Brent Sewell and Lori Beth Sewell to Mark Golden recorded in Volume 12886, Page 254 (O.P.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the west corner of the called 2 acre Golden tract, said iron rod also marking the south corner of the called 19.575 acre University Acres, LLC tract recorded in Volume 12870, Page 261 (O.P.R.B.C.), being in the southeast margin of Cain Road and being in the easterly right-of-way line of Holleman Drive South (based on a variable width);

THENCE: N 42° 11' 20" E along the southeast line of the called 19.575 acre University Acres, LLC tract and the southeast margin of said Cain Road for a distance of 107.53 feet to a point for the west corner of this herein described parcel and the POINT OF BEGINNING;

THENCE: continue along the common line of this tract, the called 19.575 acre University Acres, LLC tract and the southeast margin of said Cain Road for the following two (2) calls:

- 1) N 42° 11' 20" E, at 189.95 feet, pass a found 3/8-inch iron rod marking the north corner of the called 2 acre Golden tract and the west corner of the called 1.476 acre Golden tract, continue for a total distance of 292.92 feet to a found 1/2-inch iron rod marking an angle point of this tract, and
- 2) N 42° 30' 11" E for a distance of 79.97 feet to a found 1/2-inch iron rod marking the common north corner of this tract and the called 1.476 acre Golden tract, said iron rod also marking the west corner of the 5-foot wide Right-of-Way Dedication recorded in Volume 2393, Page 91 of the Official Records of Brazos County, Texas (O.R.B.C.);

THENCE: S 47° 47' 35" E (DEED CALL: S 45° 12' 51" E – 261.13') along the common line of this tract, the said 5-foot wide Right-of-Way Dedication, the 25.5-foot Right-of-Way Dedication for Cain Road, THE BARRACKS II SUBDIVISION, PHASE 112 according to the Final Plat recorded in Volume 13727, Page 292 (O.P.R.B.C.) and the called 0.173 acre Common Area 13 of said THE BARRACKS II SUBDIVISION, PHASE 112, at 5.20 feet, pass a found 1/2-inch iron rod marking the south corner of the said 5-foot wide Right-of-Way Dedication and the west corner of the said 25.5-foot Right-of-Way Dedication, continue for a total distance of 261.05 feet to a found 1/2-inch iron rod marking the common east corner of this herein described tract and the called 1.476 acre Golden tract, said iron rod also marking the north corner of the called 8.181 acre Snoopaluke Holdings, LLC tract recorded in Volume 18910, Page 19 (O.P.R.B.C.), from whence a found 1/2-inch iron rod marking the most northerly east corner of the called 8.181 acre Snoopaluke Holdings, LLC tract bears S 47° 59' 37" E at a distance of 198.39 feet for reference;

THENCE: along the common line of this tract and the called 8.181 acre Snoopaluke Holdings, LLC tract for the following two (2) calls:

- 1) S 42° 47' 33" W (DEED CALL: S 45° 00' 00" W) for a distance of 79.70 feet to a found 1/2-inch iron rod marking an angle point of this tract, and
- 2) S 42° 10' 29" W (DEED CALL: S 45° 00' 00" W) for a distance of 302.34 feet to an angle point;

THENCE: into and through the called 2 acre Golden tract for the following three (3) calls:

- 1) N 47° 45' 43" W for a distance of 99.18 feet to an angle point,
- 2) N 42° 14' 17" E for a distance of 9.00 feet to an angle point, and
- 3) N 47° 45' 43" W for a distance of 161.56 feet to the POINT OF BEGINNING and containing 2.253 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on July, 2024.



FIELD NOTES
1.047 ACRES

Being all that certain tract or parcel of land lying and being situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, in College Station, Brazos County, Texas and being part of the called 2 acre tract described in the deed from John Daniel German and Barbara Joyce Hogan to Mark Golden recorded in Volume 12674, Page 186 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.) and part of the called 8.181 acre tract described in the deed from Antioch Community Church of CS to Snoopaluke Holdings, LLC recorded in Volume 18910, Page 19 (O.P.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common west corner of this herein described tract and the called 2 acre Golden tract, said iron rod also marking the south corner of the called 19.575 acre University Acres, LLC tract recorded in Volume 12870, Page 261 (O.P.R.B.C.), being in the southeast margin of Cain Road and being in the easterly right-of-way line of Holleman Drive South (based on a variable width);

THENCE: N 42° 11' 20" E along the common line of this tract, the called 19.575 acre University Acres, LLC tract and the southeast margin of said Cain Road for a distance of 107.53 feet to a point for the north corner of this tract, to a found 3/8-inch iron rod marking the north corner of the called 2 acre Golden tract bears N 42° 11' 20" E at a distance of 189.95 feet for reference;

THENCE: into and through the called 2 acre Golden tract and into the interior of the called 8.181 acre Snoopaluke Holdings, LLC tract for the following seven (7) calls:

- 1) S 47° 45' 43" E for a distance of 161.56 feet to an angle point,
- 2) S 42° 14' 17" W for a distance of 9.00 feet to an angle point,
- 3) S 47° 45' 43" E for a distance of 109.32 feet to a point for the east corner of this herein described tract,
- 4) S 42° 07' 49" W for a distance of 187.75 feet to the Point of Curvature of a curve to the right,
- 5) 13.37 feet along the arc of said curve having a central angle of 10° 13' 01", a radius of 75.00 feet, a tangent of 6.70 feet and long chord bearing S 47° 14' 19" W at a distance of 13.36 feet to the Point of Tangency,
- 6) N 70° 23' 26" W for a distance of 9.86 feet to an angle point, and
- 7) S 42° 10' 29" W for a distance of 19.42 feet to a found 5/8-inch iron rod marking the common south corner of this tract and the called 2 acre Golden tract, said iron rod also marking the west corner of the called 8.181 acre Snoopaluke Holdings, LLC tract and being in the easterly right-of-way line of said Holleman Drive South;

THENCE: N 22° 01' 51" W along the easterly right-of-way line of said Holleman Drive South for a distance of 289.61 feet to the POINT OF BEGINNING and containing 1.047 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on July, 2024.

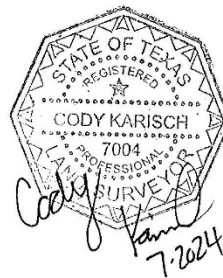
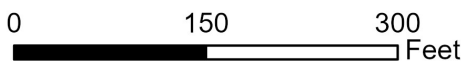
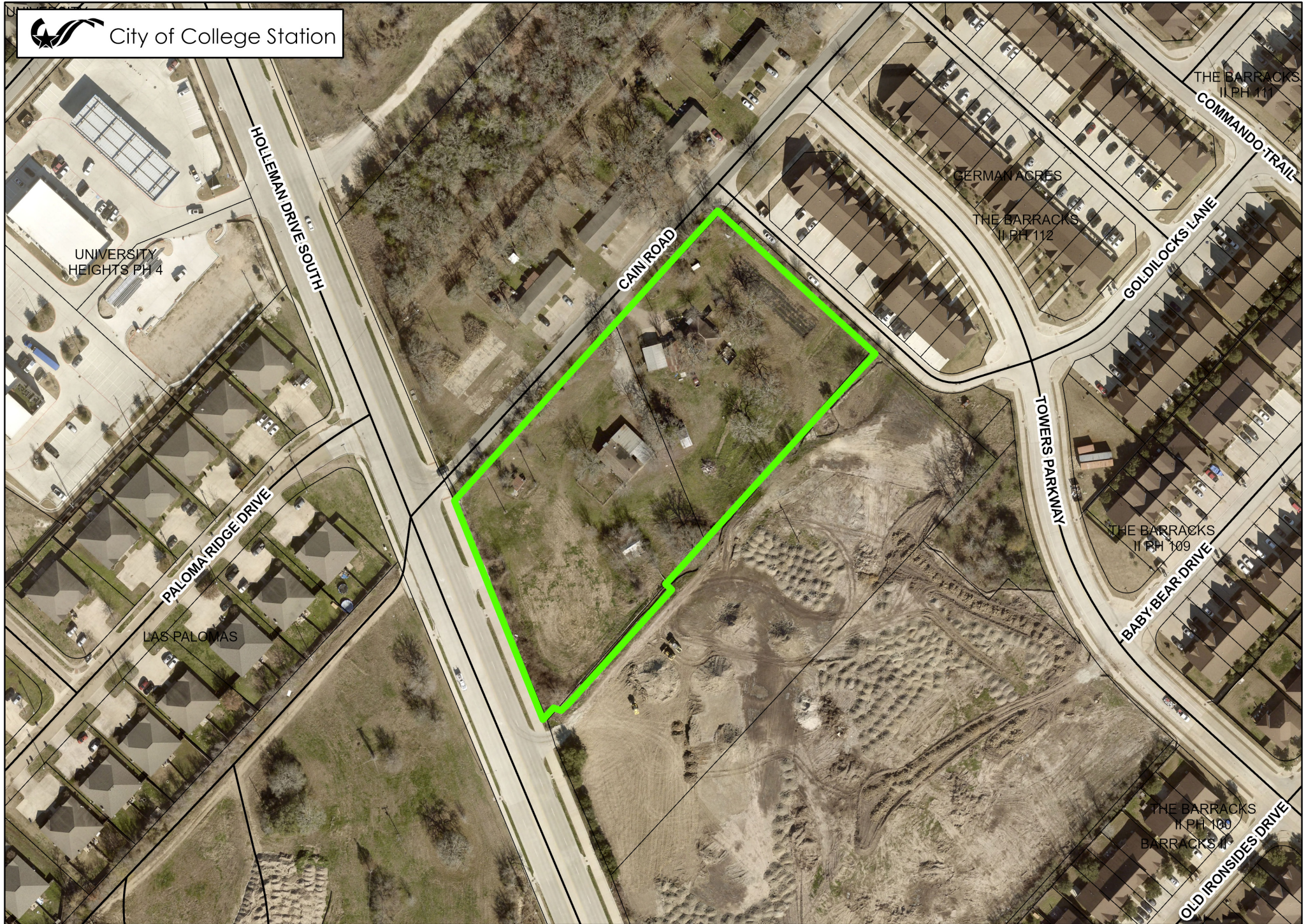


Exhibit B

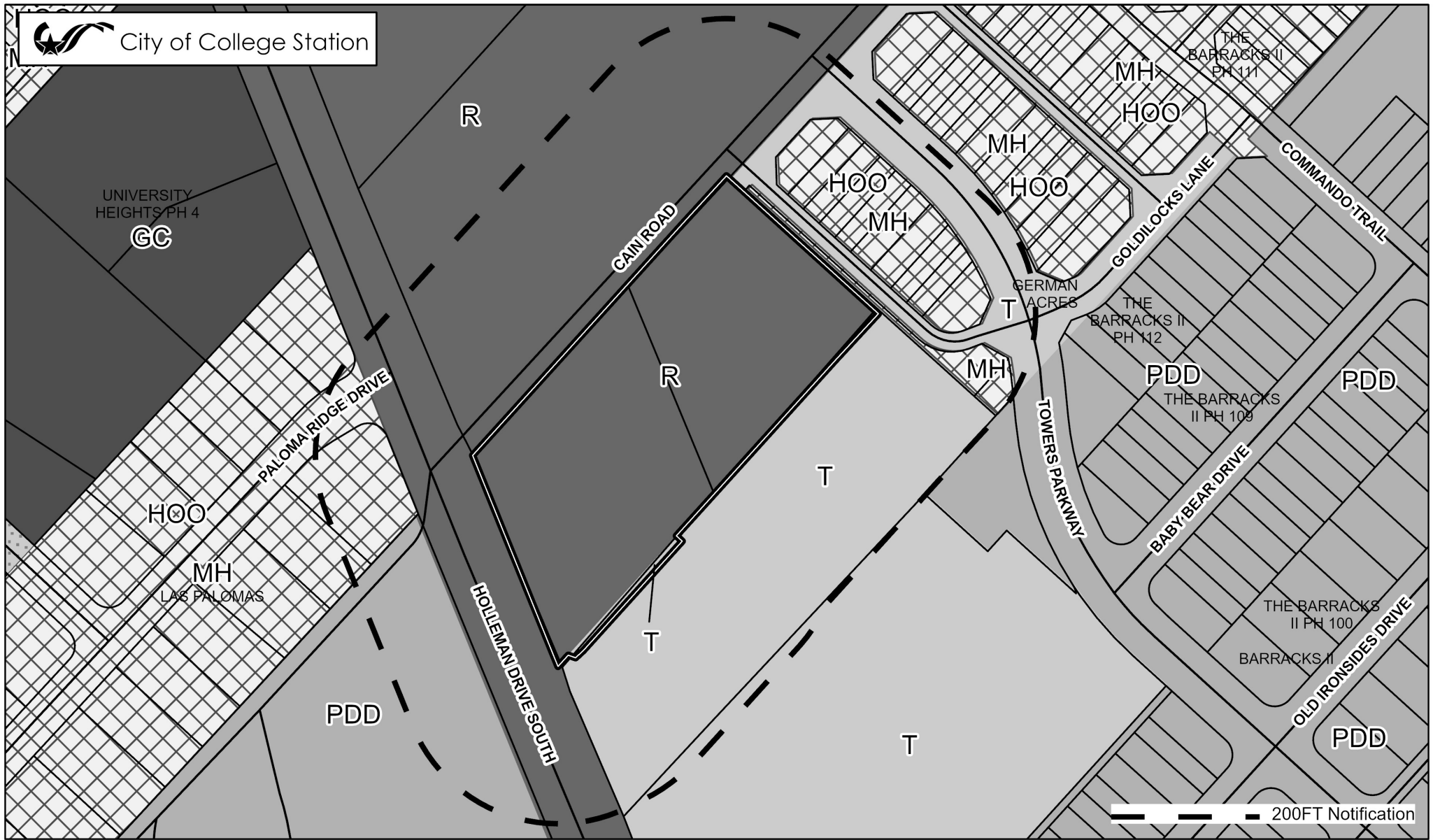




BARRACKS WEST PH 3

Case:
REZ2024-000021

REZONING



200FT Notification

ZONING DISTRICTS (In Grayscale)

| | | |
|--------------------|-----|------------------------------|
| Residential | MH | Middle Housing |
| R | MF | Multi-Family |
| WE | MU | Mixed-Use |
| E | MHP | Manufactured Home Pk. |
| WRS | | Wellborn Restricted Suburban |
| RS | | Restricted Suburban |
| GS | | General Suburban |
| D | | Duplex |
| T | | Townhome |

| | |
|------------------------|--------------------------|
| Non-Residential | |
| NAP | Natural Area Protected |
| O | Office |
| SC | Suburban Commercial |
| WC | Wellborn Commercial |
| GC | General Commercial |
| CI | Commercial Industrial |
| BP | Business Park |
| BPI | Business Park Industrial |
| C-U | College and University |

| | |
|--------------------------|--------------------------|
| Planned Districts | |
| P-MUD | Planned Mixed-Use Dist. |
| PDD | Planned Develop. Dist. |
| Design Districts | |
| WPC | Wolf Pen Creek Dev. Cor. |
| NG-1 | Core Northgate |
| NG-2 | Transitional Northgate |
| NG-3 | Residential Northgate |

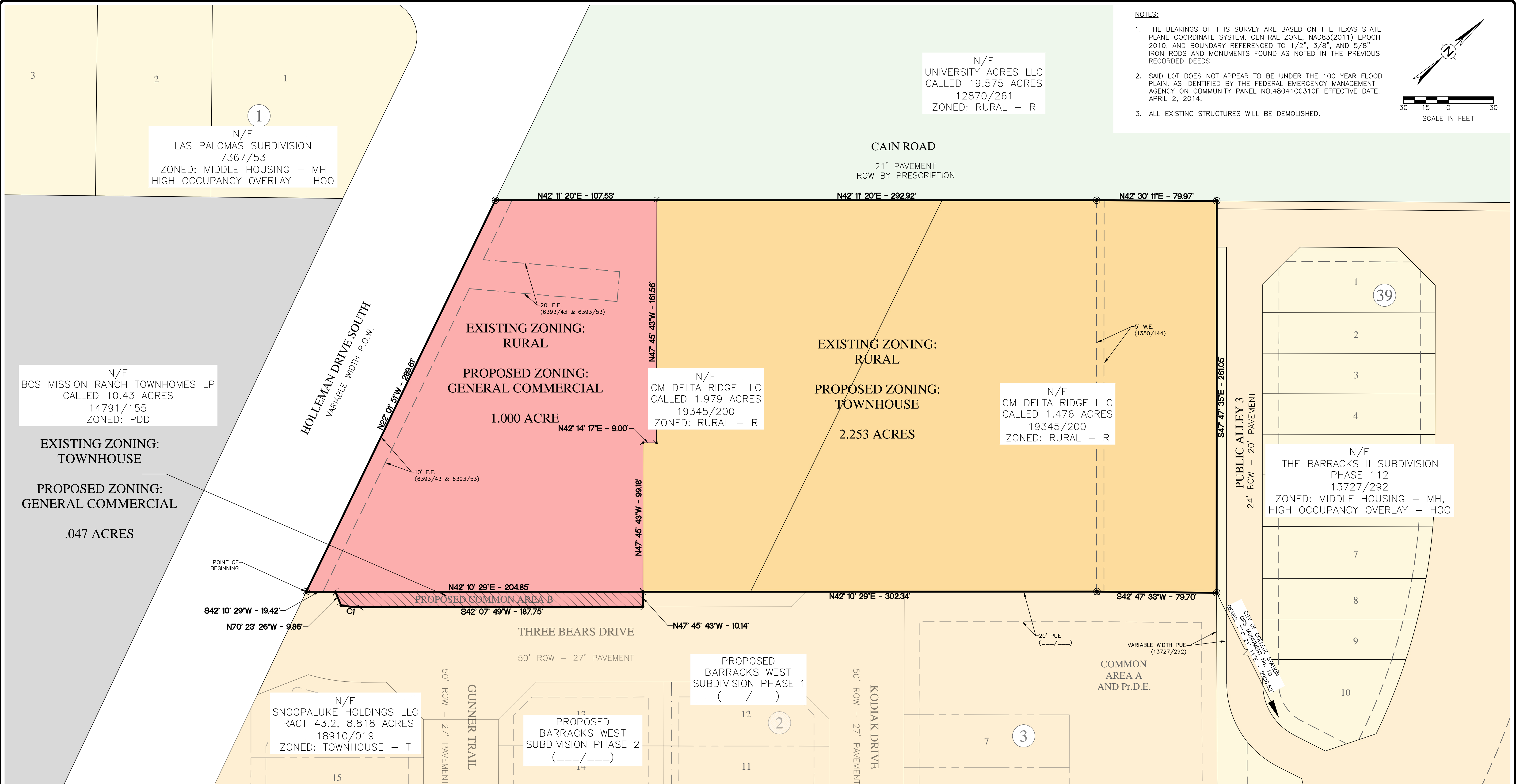
| | |
|--------------------------|----------------------------|
| Overlay Districts | |
| OV | Corridor Ovr. |
| RDD | Redevelopment District |
| HOO | High Occupancy Ovr. |
| ROO | Restricted Occupancy Ovr. |
| NPO | Nbrhd. Prevailing Ovr. |
| NCO | Nbrhd. Conservation Ovr. |
| HP | Historic Preservation Ovr. |

| | |
|--------------------------|---------------------------|
| Retired Districts | |
| R-1B | Single Family Residential |
| R-4 | Multi-Family |
| R-6 | High Density Multi-Family |
| C-3 | Light Commercial |
| RD | Research and Dev. |
| M-1 | Light Industrial |
| M-2 | Heavy Industrial |



BARRACKS WEST PH 3

Case: REZ2024-000021 **REZONING**



NOTES:

1. THE BEARINGS OF THIS SURVEY ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011) EPOCH 2010, AND BOUNDARY REFERENCED TO 1/2", 3/8", AND 5/8" IRON RODS AND MONUMENTS FOUND AS NOTED IN THE PREVIOUS RECORDED DEEDS.
2. SAID LOT DOES NOT APPEAR TO BE UNDER THE 100 YEAR FLOOD PLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON COMMUNITY PANEL NO.48041C0310F EFFECTIVE DATE, APRIL 2, 2014.
3. ALL EXISTING STRUCTURES WILL BE DEMOLISHED.

SCALE IN FEET

N/F
LAS PALOMAS SUBDIVISION
7367/53
ZONED: MIDDLE HOUSING - MH
HIGH OCCUPANCY OVERLAY - HOO

N/F
UNIVERSITY ACRES LLC
CALLED 19.575 ACRES
12870/261
ZONED: RURAL - R

N/F
BCS MISSION RANCH TOWNHOMES LP
CALLED 10.43 ACRES
14791/155
ZONED: PDD

EXISTING ZONING:
TOWNHOUSE

PROPOSED ZONING:
GENERAL COMMERCIAL

.047 ACRES

EXISTING ZONING:
RURAL

PROPOSED ZONING:
GENERAL COMMERCIAL

1.000 ACRE

N/F
CM DELTA RIDGE LLC
CALLED 1.979 ACRES
19345/200
ZONED: RURAL - R

EXISTING ZONING:
RURAL

PROPOSED ZONING:
TOWNHOUSE

2.253 ACRES

N/F
CM DELTA RIDGE LLC
CALLED 1.476 ACRES
19345/200
ZONED: RURAL - R

N/F
THE BARRACKS II SUBDIVISION
PHASE 112
13727/292
ZONED: MIDDLE HOUSING - MH,
HIGH OCCUPANCY OVERLAY - HOO

N/F
SNOOPALUKE HOLDINGS LLC
TRACT 43.2, 8.818 ACRES
18910/019
ZONED: TOWNHOUSE - T

PROPOSED
BARRACKS WEST
SUBDIVISION PHASE 2
(---/---)

PROPOSED
BARRACKS WEST
SUBDIVISION PHASE 1
(---/---)

COMMON
AREA A
AND Pr.D.E.

LEGAL DESCRIPTION OF 2.253 ACRE TRACT:
BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT No. 7 IN COLLEGE STATION, BRAZOS COUNTY, TEXAS AND BEING PART OF THE CALLED 2 ACRE TRACT DESCRIBED IN THE DEED FROM JOHN DANIEL GERMAN AND BARBARA JOYCE HOGAN TO MARK GOLDEN RECORDED IN VOLUME 12674, PAGE 186 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (O.P.R.B.C.) AND ALL OF THE CALLED 1.476 ACRE TRACT DESCRIBED IN THE DEED FROM B. BRENT DEWELL AND LORI BETH SEWELL TO MARK GOLDEN RECORDED IN VOLUME 12886, PAGE 254 (O.P.R.B.C.).

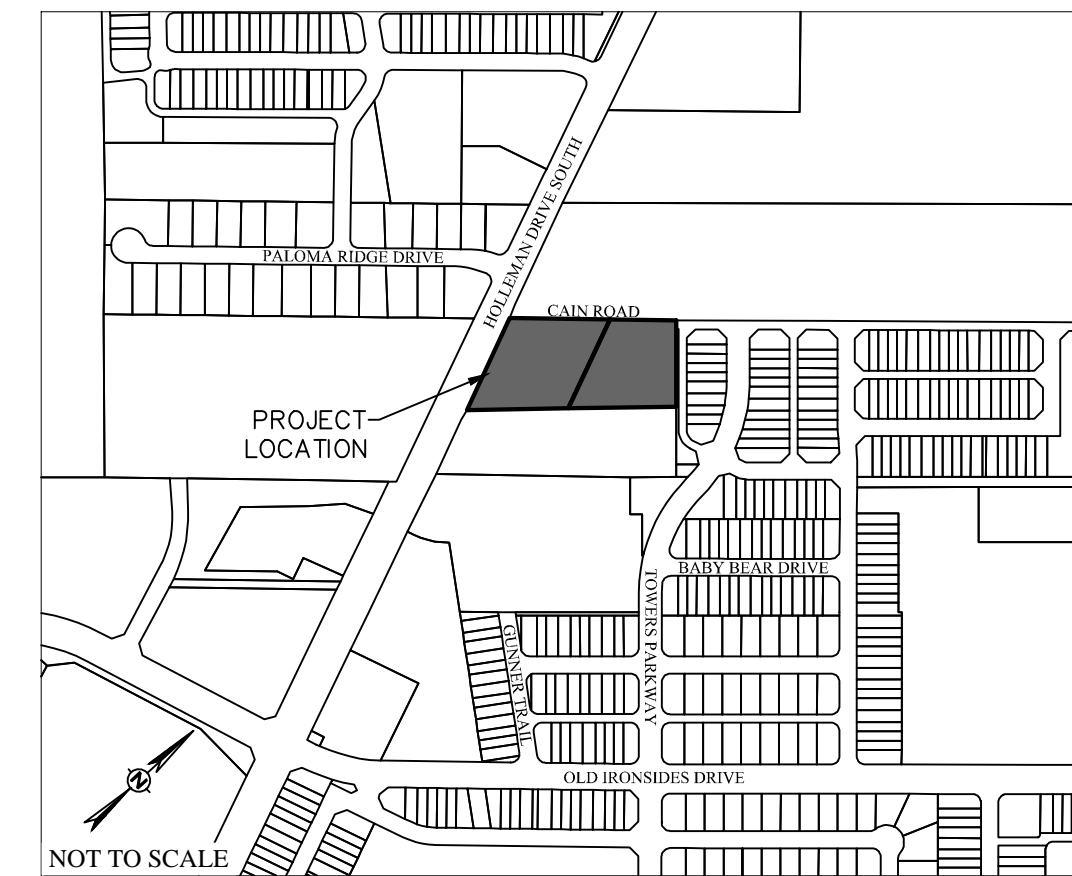
LEGAL DESCRIPTION OF 1.047 ACRE TRACT:
BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT No. 7, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS AND BEING PART OF THE CALLED 2 ACRE TRACT DESCRIBED IN THE DEED FROM JOHN DANIEL GERMAN AND BARBARA JOYCE HOGAN TO MARK GOLDEN RECORDED IN VOLUME 12674, PAGE 186 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (O.P.R.B.C.) AND PART OF THE CALLED 8.181 ACRE TRACT DESCRIBED IN THE DEED FROM ANTIOCH COMMUNITY CHURCH OF CS TO SNOOPALUKE HOLDINGS, LLC RECORDED IN VOLUME 18910, PAGE 19 (O.P.R.B.C.).

LEGEND

| | | | |
|--|--|--|------------------------------|
| | ZONING CHANGE BOUNDARY | | RURAL |
| | PROPOSED PUBLIC UTILITY EASEMENT (P.U.E.) | | TOWNHOUSE |
| | PROPOSED PRIVATE DRAINAGE EASEMENT (Pr.D.E.) | | MIDDLE HOUSING |
| | EXISTING PUBLIC UTILITY EASEMENT (P.U.E.) | | PLANNED DEVELOPMENT DISTRICT |
| | EXISTING PRIVATE DRAINAGE EASEMENT (Pr.D.E.) | | GENERAL COMMERCIAL |
| | EXISTING PUBLIC ACCESS EASEMENT (P.A.E.) | | TOWNHOUSE |
| | PROPERTY CORNER | | |

| Curve Table | | | | | | |
|-------------|--------|--------|------------|---------|--------|-----------------|
| CURVE # | LENGTH | RADIUS | DELTA | TANGENT | CHORD | CHORD DIRECTION |
| C1 | 13.37' | 75.00' | 010°13'01" | 6.70' | 13.36' | S47°14'19"W |

VICINITY MAP



REZONING EXHIBIT
THE BARRACKS WEST SUBDIVISION
PHASE 3
3.300 ACRES
EXISTING ZONING - RURAL AND TOWNHOUSE
PROPOSED ZONING - TOWNHOUSE AND GENERAL COMMERCIAL
COLLEGE STATION, BRAZOS COUNTY, TEXAS

OWNER/DEVELOPER:
CM Delta Ridge LLC
PO BOX 12236
College Station, TX 77842
(936) 545-6050

SCALE: 1"=30'
OCTOBER 2024

SURVEYOR:
McClure & Browne
Engineering/Surveying, Inc.
1008 Woodcreek Dr., Suite 103
College Station, TX 77845
(979) 693-3838

ENGINEER:
Cubert Engineering LLC
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-3900

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: January 16, 2025
 Advertised Council Hearing Date: January 23, 2025

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

The Barracks at Rock Prairie

Property owner notices mailed: 22

Contacts in support: None at the time of this report
 Contacts in opposition: None at the time of this report
 Inquiry contacts: None at the time of this report

ADJACENT LAND USES

| Direction | Comprehensive Plan | Zoning | Land Use |
|-----------|---------------------|---|---|
| North | Neighborhood Center | R Rural | Single-family attached, Cain Road (local street) |
| South | Mixed Residential | T Townhouse | Vacant, Three Bears Drive (local street) |
| East | Mixed Residential | MH Middle Housing, HOO High Occupancy Overlay, T Townhome | Townhomes |
| West | Mixed Residential | PDD Planned Development District, MH Middle Housing, HOO High Occupancy Overlay | Duplexes, Vacant, Holleman Drive South (Minor Arterial) |

DEVELOPMENT HISTORY

Annexed: November 2002
Zoning: A-O Agricultural-Open (upon annexation 2002)
 A-O Agricultural-Open renamed to R Rural (2013)
 0.47 acre property
 o from R Rural to T Townhouse (2023)
Final Plat: Unplatted
 0.47 acre property: platted as Common Area B (Barracks West Phase 1 - recorded 10/31/2024)
Site Development: Single-family detached, Vacant



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: 3417 & 3423 CAIN ROAD AND 3197 HOLLEMAN DRIVE (REZ2024-000021)

Address: 3417 CAIN RD

Legal Description: A000701, CRAWFORD BURNETT (ICL), TRACT 145, 1.476 ACRES

Total Acreage: 3.299

Applicant:: SCHULTZ ENGINEERING LLC

Property Owner: CM Delta Ridge LLC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

With the increasing residential development in the area, general commercial is warranted adjacent to Holleman.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

A comprehensive plan amendment has been submitted for this tract, so that the zoning is compatible with the land use.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current rural zoning severely limits developable uses and is not the highest and best use for the tract.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The combination of general commercial along Holleman and residential at the rear of the tract provides nearby commercial development to serve the residence.

Explain the suitability of the property for uses permitted by the current zoning district.

The combination of general commercial along Holleman and residential at the rear of the tract provides nearby commercial development to serve the residence.

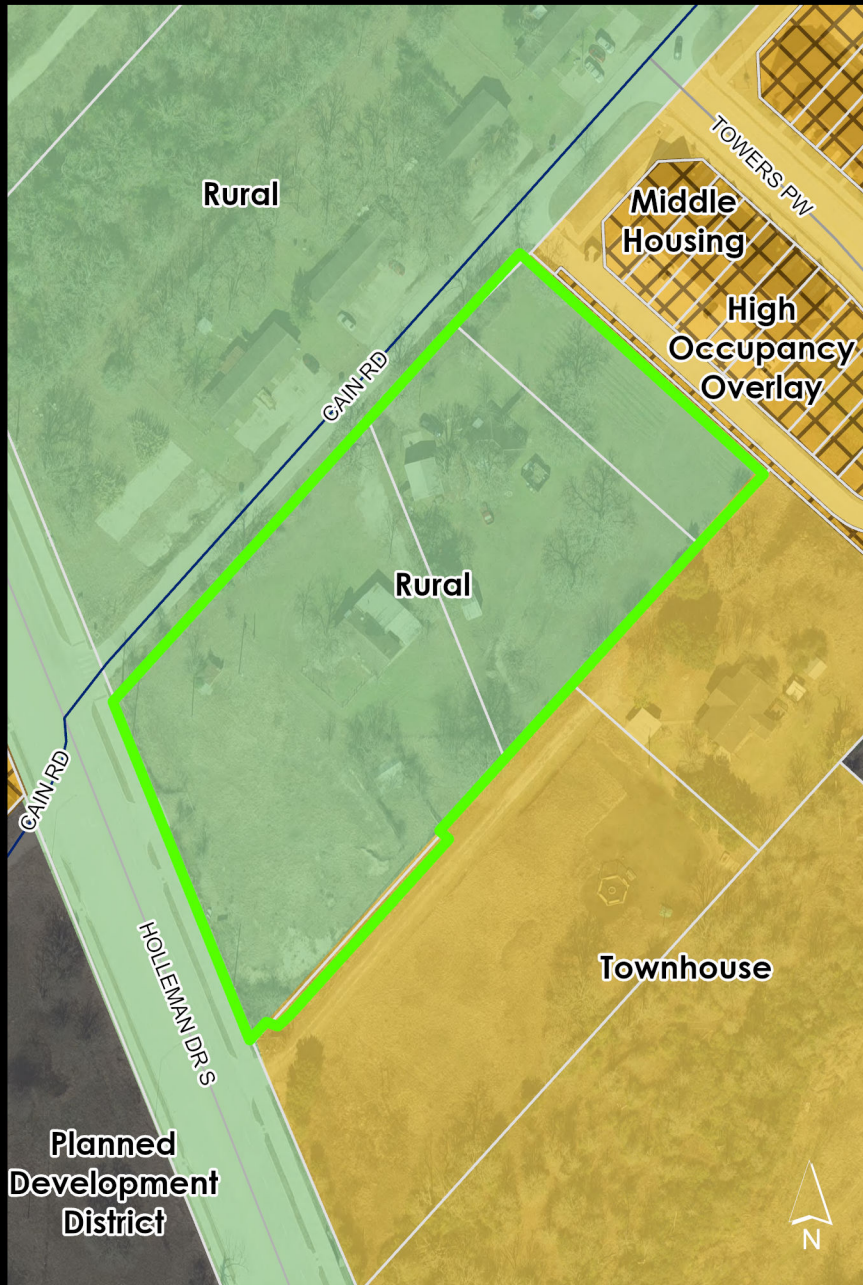
Explain the marketability of the property for uses permitted by the current zoning district.

The rural zoning limits the development of the tract, and rezoning the tract will greatly improve marketability.

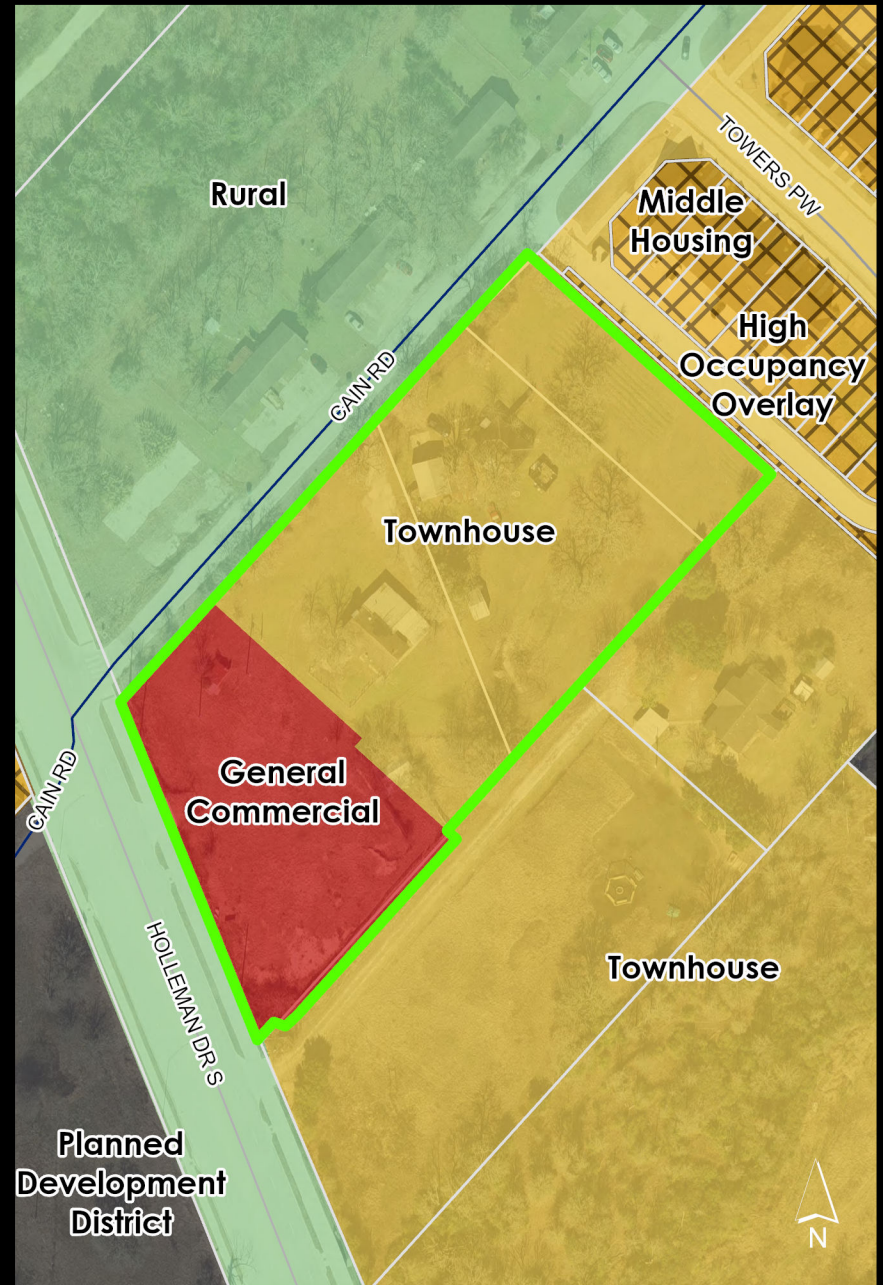
List any other reasons to support this zone change.

n/a

EXISTING Zoning



PROPOSED Zoning



EXISTING Future Land Use



January 23, 2025

Item No. 9.4.

Thomas Park Final Design Contract Amendment No. 1

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on Amendment No. 1 to the professional services contract with The Broussard Group, Inc. dba TBG Partners, not to exceed \$949,820 for the design and construction observation of Mabel Clare Thomas Park and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval and award of the professional services contract Amendment No. 1 with The Broussard Group, Inc. dba TBG Partners and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: This project was part of the November 2022 General Obligation Bond Election. The master plan was approved by the City Council on November 14, 2024. The proposed professional services contract amendment will include conceptual design, design development, final design and documentation, and construction services for Mabel Clare Thomas Park.

Budget & Financial Summary: Budget in the amount of \$3,000,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$85,741 has been expended or committed to date, leaving a balance of \$2,914,259 for this design contract and future costs. This budget was approved via the City of College Station's November 2022 General Obligation Bond Election.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because all of the long-term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

Additional budget in the amount of \$2,400,000 is also available in the Parks Capital Improvement Projects Fund. A total of \$428,322 has been expended or committed to date, leaving an additional balance of \$1,971,677 for future construction costs. This budget was included in the Parks Capital Plan in FY19.

Attachments:

1. Mabel Clare Thomas Park Redevelopment DRR 1-23-25
2. 23300656 Original Design Contract-Broussard Group-Thomas Park_Executed_8-22-2023
3. Mabel Clare Thomas Park TBG Amendment 1 Vendor Signed

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$3,000,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 23rd DAY OF January, 2025.

John Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

(Seal)

APPROVED:



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

Exhibit "A"

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

Mable Clare Thomas Park Redevelopment (\$3,000,000)

This project may include design and construction of pavilions, lighting, shade areas, irrigation, sidewalks, pathways, playgrounds/recreational areas, historical markers, and signage at Mabel Clare Thomas Park. This contract covers architectural, civil, structural, mechanical, and plumbing engineering services, including schematic design, design development, construction documents, bidding documents, and construction observation.

The project was approved via the City of College Station's November 2022 General Obligation Bond Election. This project was approved as part of Proposition D.



CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 23300656 PROJECT#: PK2307 BID/RFP/RFQ#: RFQ23-013

Project Name / Contract Description: Mabel Clare Thomas Park Improvements

Name of Contractor: The Broussard Group, Inc. dba TBG Partners (TBG)

CONTRACT TOTAL VALUE: \$ 67,500 Grant Funded Yes No
If yes, what is the grant number:

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

NEW CONTRACT RENEWAL # _____ CHANGE ORDER # _____ OTHER _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
PK2307 - Design 41389971-6560

(If required)*
CRC Approval Date*: N/A Council Approval Date*: N/A Agenda Item No*: N/A

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

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

SIGNATURES RECOMMENDING APPROVAL

| | |
|--|--------------------------|
| <u>Jennifer Cain</u> DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT | <u>8/21/2023</u> DATE |
| <u>[Signature]</u> ASST CITY MGR – CFO | <u>8/21/2023</u> DATE |
| <u>John D. Haislet</u> LEGAL DEPARTMENT | <u>8/22/2023</u> DATE |

APPROVED & EXECUTED

| | |
|--|-------------------------------------|
| <u>Bryan C. Woods</u> CITY MANAGER | <u>8/22/2023</u> DATE |
| <u>N/A</u> MAYOR (if applicable) | <u> </u> DATE |
| <u>N/A</u> CITY SECRETARY (if applicable) | <u> </u> DATE |

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

**CITY OF COLLEGE STATION
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT
WITH CONSTRUCTION**

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and **The Broussard Group, Inc. dba TBG Partners**, a Texas corporation (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
SCOPE OF SERVICES**

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the “Project”):

As described in Exhibit A, Mabel Clare Thomas Park Improvements (RFQ 23-013)

**ARTICLE II
PAYMENT**

2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed Sixty-Seven Thousand Five Hundred and NO /100 Dollars (\$ 67,500.00).

**ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST**

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

- (a) Conceptual Design: 0 **calendar days** after the authorization to commence planning.
- (b) Preliminary Design: 0 **calendar days** after authorization to commence PPD.
- (c) Final Design: 0 **calendar days** after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date(s):

| | | |
|--------------------|---------------------------------|--|
| Task One | Site Inventory and Analysis | 4 weeks from Notice to Proceed (NTP) |
| Task Two | Program Assessment and Analysis | 8 weeks after review of Task 1 |
| Task Three | Conceptual Design | 12 weeks after authorization of Task 2 |
| Total number weeks | | 24 weeks |

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant’s services to meet the City’s project milestone dates, which are included in this Contract. The Consultant’s schedule shall include allowances for periods of time required for the City’s review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has absolute control shall not be exceeded without written approval from the City. Consultant may request in writing an extension of the contract time due to delays beyond their control. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule (“Recovery Plan”). With the City’s approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

- (1) The time for the completion of all Work described in this Agreement are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industry conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant’s scope of services and schedule are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would

sustain and shall be deducted by the City from current amounts owed to Consultant for payment or from final payment.

- (2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, or fail, or refuse to complete the Work within the times specified in the Consultant's scope of services and schedule, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion of the task(s) in question, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet any of the deadlines specified in the Consultant's scope of services and schedule for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

3.08 The construction budget for this Project, which is established as a condition of this Contract is \$ 2,600,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV CONCEPTUAL DESIGN

4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V PRELIMINARY DESIGN

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary

Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI FINAL DESIGN

6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's *current* pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon

request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII BID PREPARATIONS & EVALUATION

7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.

8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers

or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

8.07 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

8.09 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

8.10 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.

8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX CHANGE ORDERS, DOCUMENTS & MATERIALS

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, the Scope of Services, and the Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

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

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

9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such

additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.05 The Consultant shall furnish the City with both electronic (PDF) and CAD file sets of all plans and specifications. The Consultant shall provide the City one (1) set of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X WARRANTY, INDEMNIFICATION & RELEASE

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

10.02 The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract.

The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity.

- (a) **To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.**
- (b) **To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.**
- (c) **Consultant shall procure liability insurance covering its obligations under this section.**

- (d) It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. 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.

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

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI INSURANCE

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

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

11.02 Types. Consultant shall have the following types of insurance:

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

11.03 Certificates of Insurance. For each of these policies, the Consultant’s insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant’s insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.04 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

- (a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance.
- (c) “Claims made” policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

11.05 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.06 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current. A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.07 Workers’ Compensation/Employers Liability Insurance Requirements. The following Workers’ Compensation Insurance requirements shall apply; and the term “contractor” shall be construed to mean “consultant” as identified in this Contract:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers’ compensation insurance policy: either directly through their employer’s policy (the Consultant’s, or subcontractor’s policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) The workers’ compensation/Employer’s Liability insurance shall include the following terms:
 - i. Employer's Liability limits of \$1,000,000 for each accident is required.
 - ii. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
 - iii. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:
 - i. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- v. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends

during the duration of the project.

- vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - A. a certificate of coverage, prior to the other person beginning work on the project; and
 - B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the

provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
- x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

11.08 Professional Liability Requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.
- (d) Retroactive date must be shown on certificate.

ARTICLE XII USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

12.01 Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents)

("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

12.02 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

**ARTICLE XIII
TERMINATION**

13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

**ARTICLE XIV
MISCELLANEOUS TERMS**

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

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

City of College Station

The Broussard Group, Inc.

Attn: Rusty Warncke

Attn: Meade Mitchell

PO BOX 9960

3232 E Cesar Chavez

1101 Texas Ave

Building 1, Ste 100

College Station, TX 77842

Austin, TX 78702

rwarncke @cstx.gov

mjeade.mitchell@tbgpartners.com

14.03 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party

to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

14.04 This Contract represents the entire and integrated contract between the City and the Consultant and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

14.05 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

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

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

14.08 The Consultant, its agents, employees, and subconsultants must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

14.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

14.10 This Contract goes into effect when duly approved by all the parties hereto.

14.11 Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

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

14.13 Verification No Boycott of Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, the Consultant verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

14.14 Verification No Boycott of Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

14.15 Force Majeure. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class of kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

List of Exhibits

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

THE BROUSSARD GROUP, INC.
dba TBG PARTNERS

CITY OF COLLEGE STATION

By: Meade Mitchell

By: Bryan C. Woods

Printed Name: Meade Mitchell

City Manager
Date: 8/22/2023

Title: Principal

Date: 8/21/2023

APPROVED:

John A. Haislet

City Attorney
Date: 8/22/2023

JM Castro

Assistant City Manager/CFO
Date: 8/21/2023

EXHIBIT A
SCOPE OF SERVICES



TBG

05/19/2023
Rev. 1- 06/13/2023

Rusty Warncke

Project Manager, Capital Projects
City of College Station | cstx.gov
P.O. Box 9960 | College Station, TX 77842-9960
Desk: 979-764-3731 | Main: 979-764-3500

Proposal for Professional Design Services

Client: City of College Station
Project Name: Mabel Clare Thomas Park Redevelopment
Project Location: 1300 James Parkway, College Station, TX
TBG Project Number: H23163

Dear Mr. Warncke

The Broussard Group, Inc. dba TBG Partners (TBG) is pleased to submit this Proposal for Professional Design Services (the Proposal) for the above referenced Project.

TBG will work in collaboration with your team of professional consultants (the Design Team) to achieve your overall Project goals. Once executed, the Proposal with attached Terms and Conditions, incorporated herein by reference, will serve as the parties' agreement for TBG's Scope of Services for the Project (the Agreement).

We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Meade Mitchell PLA
Principal

TBG
1333 west loop south
suite 1450
houston, texas 77027

[713] 439 0027
tbgpartners.com

The Project

This project consists of redevelopment of Mabel Clare Thomas Park. Our approach includes a particular level of design service required to realize the unique opportunities presented by the Project and the associated site, taking into account design of amenities as well as fixtures and finishes commensurate with the exclusive nature of the neighborhood and people within the community that use the park.

TBG will prepare and develop the site design and implementation documents to include the following:

- 01_ Develop a design program within the capital improvement budget that may include a new pavilion with restroom, historical/ memorial elements, additional lighting, shade areas, and unique playscapes/recreational elements for a wide range of ages
- 02_ Related pedestrian circulation to integrate improvements into the existing park amenities and neighborhood
- 03_ Do related earthwork design to improve the relationship of uses to the natural existing drainage pattern and help establish necessary separation of different functional spaces

Design Approach

Our design approach requires a thorough understanding of the Project in relation to its social, economic and environmental context to fully realize the unique opportunities and constraints revealed by the Property.

The intent of TBG's design approach will result in a conceptual plan that integrates the following elements:

- 04_ Existing natural and man-made systems, allowing for the appropriate preservation, enhancement and/or integration into the plan.
- 05_ Consideration for open space and recreational amenity systems along with supporting infrastructure systems.
- 06_ Siting of the proposed park programs in relation to the systems noted above.

Reference Exhibit 'A' below for our understanding of the current program and site (prepared by Design Workshop) which serves as the basis for this Proposal. In the event that the Project scope changes significantly from Exhibit 'A', TBG reserves the right to revise the Scope of Services and associated fee allocations to align with the scope modifications.

Exhibit 'A'



Plan(s) shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Substantive changes may require consideration of Additional Services

Scope of Services

TBG will provide this Scope of Services based on the Proposal Assumptions that follow. Additional Services may be available, per the terms described later in the Agreement.

TBG's design process divides the Scope of Services into three distinct phases: Discovery, Development, and Delivery. By adhering to these three phases in our design process, projects move seamlessly from an idea to implementation.

Discovery

To research, analyze and understand the site context as well as programmatic opportunities and constraints. Critical tasks within Discovery include:

- Task One: Site Inventory and Analysis
- Task Two: Program Assessment and Analysis

Development

To develop the Project vision and craft its form and function, from design through documentation, including these ongoing tasks:

- Task Three: Conceptual Design

Discovery

Task One

Site Inventory and Analysis

Description of Services

TBG will work with the Project team to study and evaluate the existing conditions of the site and to organize opportunities and constraints that will impact potential design solutions.

Efforts within this task may include:

- Site visit
- Tree and topographic survey analysis (surveys by others)
- Context analysis
- Site analysis
- Precedent studies
- Shade studies
- Entitlement compliance

Deliverables

- Inventory and analysis drawings and diagrams
- Site visit report/summary

Task Two

Program Assessment and Analysis

Description of Services

TBG and the project consulting team will participate in a series of community engagement events that will be facilitated by the City, as well as communicating with stakeholder groups to determine critical social, environmental and economic performance expectations for the Project. From the performance summary, TBG will assess with the Design Team optimum approach(es) for landscape/open space/spatial amenities and site elements.

Deliverables

- Performance inventory and assessment, including written narrative(s)
- Program inventory, including additional recommendations, to respond to performance assessment above
- Project comp assessment, including evaluation of other developments of a similar nature and context

Development

Task Three

Conceptual Design

Description of Services

TBG will develop a conceptual design package for the Project, accommodating the program based on the Client's and Design Team's objectives, as determined above. Concept design will serve to organize the site with program elements, optimize spatial and performance objectives and begin to establish an overall design framework/design approach.

Deliverables

- Functional use diagram(s), illustrating program/performance summary and optimal site and user utilization
- Conceptual Design Options with a maximum of three (3) concepts for Client to review
- Image boards to communicate character, look and feel for proposed design themes, materials, finishes and uses/activities
- Illustrative sections/elevations to convey design intent
- Conceptual design grading plan for site limits of work, to be coordinated with team civil engineer.
- Preliminary construction budgets, in coordination with the Owner-selected Construction Manager and/or general contractor
- Production and issuance 50% Conceptual Design and 100% Conceptual Design package with associated cost projections at 100% set
- Three (3) perspectives
- We have assumed three (3) meetings in College Station, TX during this task.

Proposal Assumptions

TBG's Proposal assumes and is contingent upon the following:

- Client shall provide the following information or services as required for performance of the work. TBG assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein or the effect of same on TBG’s work. Should TBG be required to obtain or compile this information, such services will be charged as Additional Services.
 - _ Legal descriptions of property and record drawings
 - _ Market or demographic studies and reports
 - _ Traffic Impact Analysis
 - _ Topographic and boundary surveys
 - _ Existing site engineering and utility base information
 - _ Site environmental information required for planning processing
 - _ Arborist consultation services.
- Client will review and provide comments on drawings and outline criteria provided by TBG.
- TBG will NOT participate in zoning and entitlement efforts, these services if requested will be provided on a time and materials basis as an Additional Service
- The following tasks are not included in our Scope of Services:
 - _ Civil engineering of public streets,
 - _ Environmental engineering/assessment services
 - _ Legal and land use attorney services for zoning entitlements
 - _ Market research and demographic studies and reports
 - _ Marketing level renderings and/or graphics
- TBG shall not be required to sign any documents that would result in it having to certify, guaranty, or warrant the existence of conditions that it cannot independently ascertain.

Schedule

Services described herein are contingent upon schedule requirements provided by the Client or assumed by TBG. Following are specific assumptions contained herein that are the basis for fees and services proposed. Any changes to the assumptions provided will require written acknowledgement and approval of the Client and TBG prior to proceeding. Should the Project schedule change or modify after contract authorization, the Project will be subject to Additional Services. Significant deviations, delays or pauses to the schedule may also be grounds for Additional Services.

Schedule Assumptions

| Task | Description | Time | Units |
|------------------|---------------------------------|------|-------|
| Discovery | | | |
| Task One | Site Inventory and Analysis | 4 | Weeks |
| Task Two | Program Assessment and Analysis | 8 | Weeks |

Development

Fees for Professional Services

Each task has been written on a fee basis as noted below. The fee for this basic Scope of Services will be billed monthly:

| Task | Description | Fee | Fee Basis |
|--------------------|------------------------------------|-----------|-----------------|
| Discovery | | | |
| Task One | Site Inventory and Analysis | \$ 12,500 | Hourly NTE |
| Task Two | Program Assessment and Analysis | \$ 20,000 | Hourly NTE |
| Development | | | |
| Task Three | Conceptual Design | \$ 35,000 | Hourly NTE |
| Task Four | Preliminary Design | | Future Contract |
| Task Five | Final Design | | Future Contract |
| Delivery | | | |
| Task Six | Bidding and Negotiation Assistance | | Future Contract |
| Task Seven | Pre-Construction Services | | Future Contract |
| Task Eight | Construction Observation | | Future Contract |

TBG Scope of Services Total Fees **\$ 67,500** Hourly NTE

Note: The Total TBG Scope of Services fee includes fees for landscape architectural, ecological consulting, civil engineering, and architectural design services only.

This proposal excludes any and all state and local taxes associated with the project site. Any such taxes required by law will be added to the project fee.

Fees for Additional Services

Additional Services not covered by the Scope of Services outlined above, but requested in writing by the Client, will be billed on an hourly basis, unless otherwise agreed.

Fees for other sub-consultants, such as referenced in Proposal Assumptions, including Structural Engineering, MEP, and Geotechnical Engineering, are not included in the Total TBG Scope of Services Fee for this portion of the contract.

Hourly Rates for Landscape Architecture

| Level | Hourly Rate |
|---------|-------------|
| Staff 1 | \$ 60-100 |
| Staff 2 | \$ 115-130 |
| Staff 3 | \$ 140-160 |
| Staff 4 | \$ 170-185 |
| Staff 5 | \$ 190-205 |
| Staff 6 | \$ 210-250 |

Hourly Rates for Architecture

| Level | Hourly Rate |
|----------|-------------|
| Staff 1 | \$ 80 |
| Staff 2 | \$ 85 |
| Staff 3 | \$ 130 |
| Staff 4 | \$ 160 |
| Staff 5 | \$ 190 |
| Staff 6 | \$ 215 |
| Staff 7 | \$ 240 |
| Staff 8 | \$ 265 |
| Staff 9 | \$ 315 |
| Staff 10 | \$ 365 |

Hourly Rates for Ecological Consulting

| Level | Hourly Rate |
|----------|-------------|
| Staff 1 | \$ 65 |
| Staff 2 | \$ 110 |
| Staff 3 | \$ 120 |
| Staff 4 | \$ 130 |
| Staff 5 | \$ 135 |
| Staff 6 | \$ 150 |
| Staff 7 | \$ 165 |
| Staff 8 | \$ 180 |
| Staff 9 | \$ 195 |
| Staff 10 | \$ 210 |
| Staff 11 | \$ 225 |
| Staff 12 | \$ 245 |
| Staff 13 | \$ 275 |

Hourly Rates for Civil Engineering

| Level | Hourly Rate |
|---------|-------------|
| Staff 1 | \$ 65 |
| Staff 2 | \$ 75 |
| Staff 3 | \$ 80 |
| Staff 4 | \$ 90 |
| Staff 5 | \$ 100 |
| Staff 6 | \$ 125 |
| Staff 7 | \$ 140 |
| Staff 8 | \$ 175 |
| Staff 9 | \$ 185 |

Reimbursables

The following costs shall be reimbursed at cost plus ten percent and are not included in the fee for professional services:

- Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract
- Cost of digital scanning
- Cost of printing for small and large format plots furnished or prepared in connection with the work of this contract
- Travel associated with the Project, including, but not limited to, mileage (current IRS rate), airfare, automobile rental, hotel and meals
- Cost of postage, shipping and delivery expenses other than first class mail
- Cost of models, special renderings, promotional photography, special process printing, document mounting, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- Photographic services and processing: drone aerial flights, drone insurance, videos and still photos
- Fees for additional consultants retained with the approval of the Client
- TAS Plan Review and Inspection Cost
- Cost for bid advertisement(s)
- PlanGrid charges

If the Proposal, fee of \$67,500 .

APPROVED and agreed: The Broussard Group, Inc.



Meade Mitchell PLA
Principal

05/19/23

Date

APPROVED and agreed: City of College Station

BY Authorized Agent

DATE

The Texas Board of Architectural Examiners, 505 E. Huntland Dr., Ste. 350, Austin, Texas 78752, telephone [512] 305 9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249.a, and the Landscape Architects Registration Law, Article 249.c, Vernon's Texas Civil Statutes. Proposal copyright ©2023 by TBG Partners. No portion of this proposal may be copied or distributed without the written permission of TBG Partners.

**EXHIBIT B
PAYMENT TERMS**

Compensation is based on **actual** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rate of _____ percent (____%) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract: (\$_____).

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

The Consultant may submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Schedule of Payment for each phase:

Total not to exceed amount of \$67,500.00 see attached scope of work for additional information.

+

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

Contract No. 23300656
A&E Professional Services with Construction
Form 3-06-2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2023

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 Higginbotham Insurance Agency, Inc. 1221 South MoPac Expy, Suite 160 Austin TX 78746 | CONTACT NAME: Pat Sien PHONE (A/C, No, Ext): 817-710-8350 E-MAIL ADDRESS: psien@higginbotham.com | FAX (A/C, No): 817-347-6981 |
| | INSURER(S) AFFORDING COVERAGE | |
| License#: 2081754 TBGPART-01 | INSURER A: Massachusetts Bay Insurance Company | NAIC # 22306 |
| INSURED TBG Partners 3232 East Cesar Chavez Building 1, Suite 100 Austin TX 78702 | INSURER B: The Hanover American Insurance Company | NAIC # 36064 |
| | INSURER C: Arch Insurance Company | NAIC # 11150 |
| | INSURER D: Allmerica Financial Alliance Insurance | NAIC # 10212 |
| | INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 204763648

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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | ODDA227618 | 4/8/2023 | 4/8/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | AWDA227637 | 4/8/2023 | 4/8/2024 | 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 DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | ODDA227618 | 4/8/2023 | 4/8/2024 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| B | 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 | N/A | WZD-D787789-09 | 4/8/2023 | 4/8/2024 | <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 |
| C | Professional Liability | | | PAAEP0148101 | 4/8/2023 | 4/8/2024 | Limit - \$3,000,000 Retro Date: 3/27/19 Aggr - \$5,000,000 Ded - \$25,000 |

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Automobile Liability and Workers' Compensation policies include a blanket waiver of subrogation endorsement when required by written contract.

The General Liability policy has a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders when required by written contract.

See Attached...

CERTIFICATE HOLDER**CANCELLATION 30**

City of College Station
 1101 Texas Avenue
 College Station TX 77842

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------|---|--|
| AGENCY Higginbotham Insurance Agency, Inc. | | NAMED INSURED TBG Partners 3232 East Cesar Chavez Building 1, Suite 100 Austin TX 78702 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Automobile Liability and Professional Liability policies include a blanket notice of cancellation to certificate holders' endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

Umbrella is Follow Form.

Certificate holder is additional insured as noted above and complete to include: City of College Station

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
 COMMERCIAL PROPERTY COVERAGE PART
 BUSINESS AUTO COVERAGE FORM
 BUSINESSOWNERS COVERAGE FORM

SCHEDULE

| Name of Designated Entity Mailing Address or Email Address | Number Days Notice |
|--|--------------------|
| BLANKET WHERE REQUIRED BY WRITTEN CONTRACT | 30 |
| | |
| | |

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

| Name of Designated Entity Mailing Address or Email Address | Number Days Notice |
|--|--------------------|
| BLANKET WHERE REQUIRED BY CONTRACT | 30 |
| | |
| | |

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add as an additional insured on your policy is an additional insured 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, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" only if this Coverage Part provides such coverage.
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.
- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal

injury and advertising injury".

- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" or offense takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

B. Aggregate Limits of Insurance per Project or per Location

The following changes are made to **SECTION II - LIABILITY**:

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is

added to **SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions**:

1. "Your project" means:
 - a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
 - b. Does not include any "location" listed in the Declarations.
2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

| SUMMARY OF COVERAGES | Limits | Page |
|--|------------------------|------|
| 1. Additional Insured by Contract, Agreement or Permit | Included | 1 |
| 2. Additional Insured - Broad Form Vendors | Included | 2 |
| 3. Alienated Premises | Included | 3 |
| 4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators | Included | 3 |
| 5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics) | Included | 3 |
| 6. Personal and Advertising Injury - Broad Form | Included | 4 |
| 7. Product Recall Expense | Included | 4 |
| Product Recall Expense Each Occurrence Limit | \$25,000 Occurrence | 5 |
| Product Recall Expense Aggregate Limit | \$50,000 Aggregate | 5 |
| Product Recall Deductible | \$500 | 5 |
| 8. Unintentional Failure to Disclose Hazards | Included | 6 |
| 9. Unintentional Failure to Notify | Included | 6 |

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. **Additional Insured by Contract, Agreement or Permit**

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured 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, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

- e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
The insurance afforded to the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

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

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

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. Worked on; or
- b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14.** "Personal and advertising injury", paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 3.b.:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
- 8. Unintentional Failure to Disclose Hazards**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**
Representations
We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
- 9. Unintentional Failure to Notify**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**
Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

- (3) This Extension provides an additional amount of insurance.

SECTION II - LIABILITY

Paragraphs 2. through 8. amend coverage provided under **SECTION II - LIABILITY**.

1. Additional Insured by Contract, Agreement or Permit - Amended

For purposes of the coverage provided by this endorsement, Coverage 1. **Additional Insured by Contract, Agreement or Permit**, subparagraph c. (5) of the **Businessowners Liability Special Broadening Endorsement** is replaced by the following:

This provision does not apply to:

- (5) All professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work.

2. Additional Insured by Contract, Agreement or Permit - Primary and Non-contributory

- a. The following is added to **SECTION III - COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I - PROPERTY AND SECTION II - LIABILITY)**, paragraph H. **Other insurance:**

Additional Insured - Primary and

Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - LIABILITY, C. Who is an Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under **SECTION II - LIABILITY** of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

(2) Excess Insurance

- (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft,

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

- 2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization 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 condition does not apply to Medical Expenses Coverage.

L. **Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

| Name of Person or Organization | Location of Covered Operations |
|--------------------------------|--------------------------------|
| | |

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

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II – LIABILITY:**

A. The following is added to SECTION II – LIABILITY, C. Who is an Insured:

Any person or organization shown in the Schedule above is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

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

However:

- c. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- d. 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. The following is added to SECTION II – LIABILITY, B. Exclusions:

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

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

C. The following is added to SECTION II – LIABILITY, D. Liability and Medical Expenses 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:

- a. Required by the contract or agreement; or
- b. 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.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

| Name Of Person Or Organization | Location And Description Of Completed Operations |
|--------------------------------|--|
| | |

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

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II – LIABILITY:**

A. The following is added to SECTION II – LIABILITY, C. Who Is An Insured:

Any person or organization shown in the Schedule above is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule above, performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. The following is added to SECTION II – LIABILITY, D. Liability And Medical Expenses 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver
Name of person or organization

- Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
ALL TEXAS OPERATIONS
3. Premium:
The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

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

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

Endorsement Effective 4/8/2023 - 4/8/2024
Insured

Policy No. WZDD787789

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

CO, KS, LA

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER
OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN
CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER
OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE
POLICYHOLDERS EMPLOYEES.

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

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

Endorsement 4/8/2023 - 4/8/2024
Insured

Effective Policy No. WZDD787789

Endorsement No.
Premium

Insurance Company

Countersigned by _____



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300656 PROJECT #: PK2307 BID/RFP/RFQ#: RFQ23-013

Project Name / Contract Description: Mabel Clare Thomas Park Improvements

Name of Contractor: The Broussard Group, Inc. dba TBG Partners (TBG)

CONTRACT TOTAL VALUE: \$ 949,820.00 Grant Funded Yes No
If yes, what is the grant number:

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

NEW CONTRACT RENEWAL # _____ CHANGE ORDER # _____ OTHER _____

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

PK2307 - Design 41389971-6560

Reimbursables for this project \$65,000

(If required)*
CRC Approval Date*: 12/19/24 Council Approval Date*: 01/23/25 Agenda Item No*: _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 1/17/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

n/a
MAYOR (if applicable) DATE

n/a
CITY SECRETARY (if applicable) DATE



December 12, 2024

Attn: Meade Mitchell
3232 E. Cesar Chavez
Building 1 Ste 100
Austin, TX 78702

**RE: Contract No. 23300656, Mabel Clare Thomas Park Improvements
(RFQ 23-013) (“Contract”) – Amendment No. 1**

Dear Mr. Meade Mitchell,

The City of College Station (“City”) and The Broussard Group, Inc. dba TBG Partners (TBG) (collectively the “parties”) agree to make certain changes to the above-referenced Contract to prepare and develop the site design and implementation for the **Mabel Clare Thomas Park Improvements** (the “Amendment”), as shown in TBG’s revised “Proposal for Professional Design Services”, dated November 20, 2024, and attached as **Attachment “A”** to this Amendment. The original authorization to commence design/notice to proceed was given by the City to TBG on August 22, 2023. The City will issue a second authorization to commence design/notice to proceed for the work covered by this Amendment, once this Amendment is authorized and executed by the parties.

The parties have negotiated and agree that additional design work, site development and implementation are need. The parties have negotiated an updated fee of Nine Hundred Forty-nine Thousand Eight Hundred Twenty (\$949,820), of this Sixty-Five Thousand (\$65,000) will be for reimbursement expenses.

The parties hereby agree to amend the following sections of the Contract as follows:

- A. **Article II (Payment), Section 2.01.** The dollar amount listed in this Section 2.01 is amended from “Sixty-Seven Thousand Five Hundred (\$67,500.00)” to “Nine Hundred Forty-nine Thousand Eight Hundred Twenty (\$949,820) of this Sixty-Five Thousand (\$65,000) will be for reimbursement expenses”.
- B. **Article III (Time of Performance and Construction Cost), Section 3.01, subpart (a-c)** of the Contract is amended in its entirety to read as follows:
 - 3.01(a) Conceptual Design: 22 Weeks** after the second authorization to commence design/notice to proceed is issued.

3.01(b) Final Design: **18 Weeks** after the second authorization to commence design/notice to proceed is issued.

3.01(c) Delivery of Task 6, 7 and 8: **56 Weeks** after the second authorization to commence design/notice to proceed is issued.

C. **Article III** (*Time of Performance and Construction Cost*), **Section 3.02** of the Contract is amended in its entirety to read as follows:

3.02 All design work and other professional services provided under this Contract must be completed by the following date: **96 Weeks** after the second authorization to commence design/notice to proceed is issued.

D. **List of Exhibits.** The List of Exhibits contained in the Contract is amended by adding a new **Exhibit “D” “Additional Scope of Services”** which shall consist of TBG’s revised “Proposal for Professional Design Services” dated November 20, 2024.

Both parties agree that all other terms and conditions as set forth in the Contract remain unchanged.

By signature below, both parties indicate their written mutual acceptance of this amendment in accordance with the terms of the Contract.

List of Attachments:

Attachment “A” – New Exhibit to Contract (*Exhibit “D” “Additional Scope of Services”*)

AGREED:

**THE BROUSSARD GROUP, INC. DBA
TBG PARTNERS (TBG)**

CITY OF COLLEGE STATION

By: Meade Mitchell

By: _____
City Manager

Printed Name: Meade Mitchell

Date: _____

Title: Principal

APPROVED:

Date: 1/17/2025

City Attorney
Date: _____

Assistant City Manager/CFO



Date: _____

Attachment “A”

New Exhibit to Contract (*Exhibit “D” “Additional Scope of Services”*)

Fiscal Services

P.O. BOX 9960 • 1101 TEXAS AVENUE • COLLEGE STATION • TEXAS • 77842

TEL. 979.764.3555 • FAX. 979.764.3899

cstx.gov

10/31/24
Rev 2 11/20/24



TBG

Rusty Warncke

Project Manager, Capital Projects
City of College Station | cstx.gov
P.O. Box 9960 | College Station, TX 77842-9960
Desk: 979-764-3731 | Main: 979-764-3500

Proposal for Professional Design Services

Client: City of College Station
Project Name: Mabel Clare Thomas Park Redevelopment
Project Location: 1300 James Parkway, College Station, TX
TBG Project Number: H23163

Dear Mr. Warncke

The Broussard Group, Inc. dba TBG Partners (TBG) is pleased to submit this Proposal for Professional Design Services (the Proposal) for the above referenced Project.

TBG will work in collaboration with your team of professional consultants (the Design Team) to achieve your overall Project goals. Once executed, the Proposal with attached Terms and Conditions, incorporated herein by reference, will serve as the parties' agreement for TBG's Scope of Services for the Project (the Agreement).

We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Meade Mitchell". The signature is fluid and cursive, with a prominent initial "M".

Meade Mitchell PLA
Principal

TBG
1333 west loop south
suite 1450
houston, texas 77027

[713] 439 0027
tbgpartners.com

The Project

The purpose of this project is to enhance Mabel Clare Thomas Park, located at 1300 James Parkway, and maintain its existing charter. Improvements include a new pavilion and restroom, historical/ memorial elements, additional lighting, shade areas, and unique playscapes/recreational elements for a wide range of ages.

TBG and the Design Team will prepare and develop the site design and implementation documents. The Project consists of adding amenities and improving existing amenities to include, but not limited to:

- 01_ Improving of trail and pedestrian circulation throughout the park
- 02_ Improve and add unique play areas for a wide range of play types and age ranges
- 03_ Rede existing drainage way to create a natural area for exploration and provide native habitat.
- 04_ Design a pavilion and restroom building to serve the park spaces
- 05_ Design resurfacing for the basketball and tennis court areas
- 06_ Provide interpretive sign

The consultant team consists of professional services from the following:

- 01_ Landscape Architecture services
 - a. Design of the park amenities and pedestrian circulation
 - b. Design of the planting
- 02_ Architecture services
 - a. Design of pavilion and restroom building
- 03_ Civil Engineering services
 - a. Site/grading plans for drainage
- 04_ Structural Engineering services
 - a. Provide foundation design
 - b. Specification and design for pavilion and restroom building
- 05_ Geotechnical Engineering services
 - a. Earthwork requirements for foundation
 - b. Foundation recommendations
- 06_ Mechanical Electrical Plumbing Services
 - a. Site electrical
 - b. Pavilion Building electrical
- 07_ Ecological services
- 08_ Construction Contractor Preconstruction Cost estimation Services

Reference Exhibit 'A' below for our understanding of the current program and site (prepared by [if credit is needed, insert name of engineer or architect here]) which serves as the basis for this Proposal. In the event that the Project scope changes significantly from Exhibit 'A', TBG reserves the right to revise the Scope of Services and associated fee allocations to align with the scope modifications.

Exhibit 'A'



Plan(s) shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Substantive changes may require consideration of Additional Services.

Scope of Services

TBG will provide this Scope of Services based on the Proposal Assumptions that follow. Additional Services may be available, per the terms described later in the Agreement.

TBG's design process divides the Scope of Services into three distinct phases: Discovery, Development, and Delivery. By adhering to these three phases in our design process, projects move seamlessly from an idea to implementation.

Conceptual Design Phase

To research, analyze and understand the site context as well as programmatic opportunities and constraints. Critical tasks within Discovery include:

- Task One: Site Inventory and Analysis
- Task Two: Program Confirmation
- Task Three: Schematic Design

Final Design Phase

To develop the Project vision and craft its form and function, from design through documentation, including these ongoing tasks:

- Task Four: Design Development
- Task Five: Construction Documentation

Bid Preparation and Evaluation Phase

To consult in the implementation of the Project's vision through the construction phase, ensuring compliance with the intent of the overall design and its accompanying story.

Tasks include:

- Task Six: Bidding and Negotiation Assistance
- Task Seven: Pre-Construction
- Task Eight: Construction Observation

Conceptual Design Phase

Task One

Site inventory and Analysis

Description of Services

TBG will work with the Project team to understand more thoroughly the constraints and requirements of the existing site amenities and conditions. The Project team will use the established Concept design to focus some more discovery towards the development areas planned in the approved Concept. Survey of existing site and an understanding of the overall health of the existing trees will be established.

Efforts within this task may include:

- Tree health review
- Site survey
- Drainage/ Detention analysis requirements
- Sport court and sport fencing assessment
- Coordinating with adjacent roadway improvements project adjacent to the park

Deliverables

- Site Survey

Task Two

Program Confirmation

Description of Services

Design team will review the additional discovery information assembled and compare the approved Concept Design Program will function and perform as intended in the concept phase. Design Team with consultation from the City will determine the best Program for the park with a focus on critical social, environmental and economic performance expectations for the Project. TBG will assess with the Design Team optimum approach for landscape/open space/spatial amenities and site elements.

Deliverables

- Program inventory, including additional recommendations, to respond to performance assessment
- Project comp assessment, including evaluation of other developments of a similar nature and context

Task Three

Schematic Design

Description of Services

TBG will develop a schematic design package for the Project, accommodating the program based on the advancement of the approved Concept Design to take into account the additional information from City and stakeholder feedback, in-depth analysis of specific site constraints, and adjusted program requirements developed in the previous phase. Schematic design will provide the complete design solution for the entire park. This task will result in the solution for site program, the program arrangement and buildability within the constraints of the park.

Deliverables

- Overall color-rendered schematic design plan
- Image boards to communicate character, look and feel for proposed design themes, materials, finishes and uses/activities
- Illustrative sections/elevations to convey design intent
- Schematic design grading plan for site limits of work, to be coordinated with team civil engineer
- Preliminary construction budgets, in coordination with the Design Team cost estimation consultant
- Production and issuance 100% SD package with associated cost projections at 100% set
- Up to three (3) perspectives
- We have assumed one (1) meetings in College Station, Tx during this task.

Final Design Phase

Task Four

Design Development

Description of Services

TBG will work with the Client and consultant team to further develop the design concepts for the Project based on Client and Design Team review and comment to the schematic design package and associated project budgets. This task will serve to finalize the site plan and selection of materials for the Project. It is intended that the DD documents will be advanced to the level that allows the City to understand the overall project materials, products and detail design solutions. The project scope and cost will be finalized to a complete level.

Deliverables

- Plan enlargements, sketches, sections, elevations and material images to communicate design direction and intent
- Image compilation and presentation of recommended materials selections (to communicate design intent, character, mood, look and feel), including hardscape, softscape and landscape elements
- Production and issuance of a 50% DD package and 100% DD package. Set will be issued to the City.

- Cost estimates will be refined to determine a complete and overall budget for construction
- We have assumed one (1) meetings in College Station, Tx during this task

Task Five

Construction Documentation

Description of Services

TBG will prepare construction drawings and specifications to properly describe the scope of the Project. These documents will be suitable for review and for competitive bidding purposes.

Deliverables

- Plan layout of all site hardscape, planting, irrigation and site amenities.
- Detailing that supports the hardscape, planting, irrigation and landscape/pedestrian design. This work will be coordinated with the Client's design consultant team as required.
- Final grading coordination based on Design Team civil engineer's and architect's established grades for the site.
- TBG will prepare technical specifications to describe the quality of craftsmanship and materials for the Project.
- TBG will submit a 60% and 90% progress review set of the construction document package for the Client's review and comment prior to final submission of the Issue for Bid and/or Issue for Construction Sets
- We have assumed up to two (2) meetings in College Station, Tx during this task.

Bid Preparation and Evaluation Phase

Task Six

Bidding and Negotiation Assistance

Description of Services

TBG will work with the Contractor and Design Team to issue supplemental instructions and clarifications as needed during this task. We will also assist the Client and Contractor in reviewing bid tabulations and make recommendations regarding qualified subcontractors. TBG will provide the following services during this task:

- Respond to questions during the bidding and/or contract negotiations

Deliverables

- Clarification of addenda and/or supplemental drawings as required
- Attendance at one (1) pre-bid meeting
- Meeting with the Client and Design Team to review and comment on bid tabulations and Contractor recommendations – maximum of one (1) meeting

Task Seven

Pre-Construction

Description of Services

TBG will review, mark-up and return submittals, shop drawings and RFI's related to landscape scope for the above-mentioned site/project elements. Included within this scope will be:

- Attend construction meetings and visit the site with the Design Team (to the extent noted below)
- Review submittals and RFIs
- Attend nursery visits for tree/plant selection - maximum of one (1) visit

Deliverables

- For the scope of this Proposal, we have allocated a maximum of six (6) meetings with the Design Team to coordinate outstanding items
- Review and prepare responses to Contractor RFIs.
- Review, mark-up and return of shop drawings and submittals

Task Eight

Construction Observation

Description of Services

TBG will visit the site during construction and be present for the Client's meetings as indicated below. We will observe the work of the Contractor to generally determine performance and quality of the construction as related to the intent of the construction documents and specifications. We will observe grading, hardscape, planting and soil placement as well as irrigation installation. TBG will assist in the determination of the Contractor's substantial completion and prepare a punch list initiating the contractor's maintenance and warranty obligation. Included within this scope will be:

- Attend construction meetings and visit the site with the Design Team (to the extent noted below)

Deliverables

- For the scope of this proposal, we have allocated a maximum of twelve (12) construction meetings / site visits
- Provide field reports based on site observations

Proposal Assumptions

TBG's Proposal assumes and is contingent upon the following:

- Client shall provide the following information or services as required for performance of the work. TBG assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein or the effect of same on TBG's work. Should TBG be required to obtain or compile this information, such services will be charged as Additional Services.
 - _ Legal descriptions of property
 - _ Traffic Impact Analysis
 - _ Topography and boundary surveys
 - _ Existing engineering and utility base information
 - _ ACAD preparation of approved concept. Fees will be proposed upon Client's request.
- TBG understands that the Project will be delivered as one (1) construction document package. Client understands and agrees that division of documents into multiple phases or releases will result in compensation for additional services.
- TBG understands that this project will be developed and delivered within an AutoCAD format and platform. Additional formats, such as Revit, can be provided for additional services. If Revit is the required format, the client must notify TBG prior to the Project entering the Design Development phase of services.
- This proposal includes design fees for [example: irrigation design based on water supply from a domestic city source].
- TBG will not provide irrigation design and documentation for systems supplied by reclaimed or auxiliary water systems, e.g. well water, rainwater/condensate harvesting, and Type 1 reclaimed water.
- TBG will coordinate with Client's other consultants in the design team, to the extent their scope of work relates to the landscape architectural design elements within the Project. No fees for these consultants have been included in Scope of Services. As schematic design and design development progress, we will make recommendations for additional sub-consultants, as needed, at an additional fee.
- The following engineering tasks are not included in our Scope of Services:
 - _ Aquatic, MEP, or structural services associated w/ swimming pools or fountain features. These services are the responsibility of the contractor and will only be reviewed by TBG for design intent during construction

- Rough grading and storm drainage systems will be designed and documented by Client's civil engineer, including utility rough ins, and site area drainage maps. TBG will coordinate with this consultant for its design requirements.
- Client's architect will lead and manage the building permits submittal and may include documentation or designs by TBG for the site and terrace amenity development.
- Although no rooftop amenities are included in this proposal at this time, any waterproofing, drainage mat, and storm drainage systems will be designed, documented and specified by Client's architect or engineer. Rooftop amenities such as green roofs, roof gardens, rooftop pools or rooftop terraces may be added with an Additional Service, at which time, TBG will coordinate with these consultants as needed.
- Client will provide surveys, record drawings, and geotechnical and other investigations that TBG may request to execute the work properly.
- Client will review and provide comments on drawings and outline criteria provided by TBG.
- TBG will not provide as-built documentation.
- TBG will not participate in zoning efforts.
- TBG may provide LEED documentation only as Additional Services.
- TBG shall not be required to sign any documents that would result in its having to certify, guaranty, or warrant the existence of conditions that it cannot independently ascertain.

Budget

TBG will work with the Client’s Contractor and/or construction manager (CM) in preparing and managing the development budget related to TBG’s work, starting at schematic design. TBG will only proceed with each subsequent task of service upon receipt of Client’s authorization, based upon design documents and contractor/CM prepared budget. TBG will maintain conformance of all documents with the budget within each task of service.

TBG has assumed a landscape construction budget of \$5,940,000 for the Scope of Services identified above. Should the budget be reduced or increased in excess of 10% between the time of completion of schematic design and construction documents, TBG will be entitled to compensation for the Additional Services involved.

| | | | |
|----------------------------|----------------|--------------------|-----------------------|
| MCT North of Francis | \$640,000.00 | Unique Play | \$1,200,000.00 |
| MCT South of Francis Drive | \$2,000,000.00 | Nature Exploration | \$600,000.00 |
| Sport Court Areas | \$200,000.00 | Architecture | \$1,300,000.00 |
| | | Total Cost: | \$5,940,000.00 |



Concept Development

College Station, Texas
06/20/24

TBG
1325 W. Loop South, Suite 1400
Houston, TX 77027
(713) 438-3027
tbg@tbgtx.com

Landscape Construction Budget Assumptions

| Landscape Type | Landscape Cost |
|-------------------------------------|--------------------|
| 01_ North Francis Gen. Improvements | 640,000 |
| 02_ South Francis Gen. Improvements | 2,000,000 |
| 03_ Unique Play Area | 1,200,000 |
| 04_ Nature Exploration Zone | 600,000 |
| 05_ Sport Court Improvement | 200,000 |
| 06_ Architecture | 1,300,000 |
| Total Park Cost | \$5,940,000 |

Schedule

Services described herein are contingent upon schedule requirements provided by the Client or assumed by TBG. Following are specific assumptions contained herein that are the basis for fees and services proposed. Any changes to the assumptions provided will require written acknowledgement and approval of the Client and TBG prior to proceeding. Should the Project schedule change or modify after contract authorization, the Project will be subject to Additional Services. Significant deviations, delays or pauses to the schedule may also be grounds for Additional Services.

Schedule Assumptions

| Task | Description | Time | Units |
|-----------------------|------------------------------------|-----------|--------------|
| Discovery | | | |
| Task One | Site Inventory and Analysis | 2 | Weeks |
| Task Two | Program Assessment and Analysis | 2 | Weeks |
| Task Three | Schematic Design | 4 | Weeks |
| Development | | | |
| Task Four | Design Development | 14 | Weeks |
| Task Five | Construction Documents | 18 | Weeks |
| Delivery | | | |
| Task Six | Bidding and Negotiation Assistance | 4 | Weeks |
| Task Seven | Pre-Construction Services | | Weeks |
| Task Eight | Construction Observation | 52 | Weeks |
| Total TBG Time | | 96 | Weeks |

Fees for Professional Services

Each task has been written on a fee basis as noted below. The fee for this basic Scope of Services will be billed monthly:

| Task | Description | | Fee | Fee Basis |
|-----------------------|------------------------------------|----|----------------|-----------|
| Concept Design | | | | |
| | | \$ | 186,832 | Lump Sum |
| Task One | Site Inventory and Analysis | \$ | Included above | |
| Task Two | Program Assessment and Analysis | \$ | Included above | |
| Task Three | Schematic Design | \$ | | |
| Final Design | | | | |
| Task Four | Design Development | \$ | 219,915 | Lump Sum |
| Task Five | Construction Documents | \$ | 360,750 | Lump Sum |
| Delivery | | | | |
| Task Six | Bidding and Negotiation Assistance | \$ | 12,582 | Lump Sum |
| Task Seven | Pre-Construction Services | \$ | 26,549 | Lump Sum |
| Task Eight | Construction Observation | \$ | 78,192 | Lump Sum |

| | | | | |
|---|--|----|----------------|-----------------|
| TBG Scope of Services Total Fees | | \$ | 884,820 | Lump Sum NTE |
|---|--|----|----------------|-----------------|

Note: The Total TBG Scope of Services fee includes fees for landscape architectural, architecture, civil engineering, structural engineering, MEP engineering, ecological services, geotechnical engineering, construction cost consulting and irrigation design services only.
 This proposal excludes any and all state and local taxes associated with the project site. Any such taxes required by law will be added to the project fee.

Fees for Additional Services

Additional Services not covered by the Scope of Services outlined above, but requested in writing by the Client, will be billed on an hourly basis, unless otherwise agreed.

Fees for other sub-consultants, such as referenced in Proposal Assumptions, including architectural, structural, MEP or civil engineering, are not included in the Total TBG Scope of Services Fee.

TBG Hourly Rates

| Level | | Hourly Rate |
|---------|----|-------------|
| Staff 1 | \$ | 70-115 |
| Staff 2 | \$ | 120-145 |
| Staff 3 | \$ | 150-175 |
| Staff 4 | \$ | 180-220 |
| Staff 5 | \$ | 225-240 |
| Staff 6 | \$ | 250-275 |

Reimbursables

The project reimbursables would be estimated to be a sum of \$65,000. The following costs shall be reimbursed at cost plus ten percent and are not included in the fee for professional services:

- Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract
- Cost of digital scanning
- Cost of printing for small and large format plots furnished or prepared in connection with the work of this contract
- Travel associated with the Project, including, but not limited to, mileage (current IRS rate), airfare, automobile rental, hotel and meals
- Cost of postage, shipping and delivery expenses other than first class mail
- Cost of models, special renderings, promotional photography, special process printing, document mounting, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- Photographic services and processing: drone aerial flights, drone insurance, videos and still photos
- Cost for bid advertisement(s)

Additional Fees

- Technology Fee - This fee is a partial offset to the significant and increasing costs of delivering our service to clients through technology as well as maintaining an ever more secure and resilient technology platform to mitigate growing data risks
- TAS Plan Review and Inspection Cost
- Certified Playground Safety Inspector (CPSI) Review and Inspection Cost.
- Fees for additional consultants retained with the approval of Client

If the Proposal, fee of \$884,820 and the Terms and Conditions that follow, which are incorporated herein by reference, meet with your approval, please sign below and return a copy to TBG for our files. TBG must receive a signed copy of the Agreement in order to proceed with the Scope of Services.

APPROVED and agreed: The Broussard Group, Inc.



Meade Mitchell PLA
 – Principal

11/20/2024

Date

APPROVED and agreed: City of College Station

 BY Authorized Agent

 DATE

The Texas Board of Architectural Examiners, 505 E. Huntland Dr., Ste. 350, Austin, Texas 78752, telephone [512] 305 9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249.a, and the Landscape Architects Registration Law, Article 249.c, Vernon's Texas Civil Statutes. Proposal copyright ©2024 by TBG Partners. No portion of this proposal may be copied or distributed without the written permission of TBG Partners.

Mabel Clare Thomas Park

College Station, Texas

TBG Partners- Landscape Architecture/ Prime Consultant

11/20/2024

| TASK DESCRIPTION | STAFF 6 | STAFF 5 | STAFF 4 | STAFF 3 | STAFF 2 | STAFF 1 | TOTAL LABOR HRS. & COSTS |
|---|--------------------|--------------------|--------------------|-----------------|--------------------|--------------------|--------------------------|
| | \$250.00 | \$235.00 | \$200.00 | \$165.00 | \$135.00 | \$100.00 | |
| Concept Design Phase | | | | | | | |
| Inventory and analysis | 5 | 4 | 5 | 0 | 10 | 15 | 39 |
| Program Assessment and Analysis | 5 | 2 | 5 | 0 | 10 | 15 | 37 |
| Schematic Design | 20 | 8 | 30 | | 80 | 100 | 238 |
| TOTAL HOURS | 30 | 14 | 40 | 0 | 100 | 130 | 314 |
| CONTRACT RATE PER HOUR | \$250.00 | \$235.00 | \$200.00 | \$165.00 | \$135.00 | \$100.00 | |
| LABOR COSTS SUB-TOTALS | \$7,500.00 | \$3,290.00 | \$8,000.00 | \$0.00 | \$13,500.00 | \$13,000.00 | \$46,290.00 |
| Final Design Phase | | | | | | | |
| Design Development | 60 | 24 | 90 | 0 | 176 | 200 | 550 |
| Construction Documents | 135 | 28 | 270 | 0 | 350 | 450 | 1233 |
| TOTAL HOURS | 195 | 52 | 360 | 0 | 526 | 650 | 1783 |
| CONTRACT RATE PER HOUR | \$250.00 | \$235.00 | \$200.00 | \$165.00 | \$135.00 | \$100.00 | |
| LABOR COSTS SUB-TOTALS | \$48,750.00 | \$12,220.00 | \$72,000.00 | \$0.00 | \$71,010.00 | \$65,000.00 | \$268,980.00 |
| Bid Preparation and Evaluation Phase | | | | | | | |
| Bidding and Negotiation Assistance | 4 | 0 | 4 | 0 | 3 | 4 | 15 |
| Pre-Construction Services | 20 | 0 | 20 | 0 | 30 | 35 | 105 |
| Construction Observation | 30 | 0 | 30 | 0 | 50 | 70 | 180 |
| TOTAL HOURS | 54 | 0 | 54 | 0 | 83 | 109 | 300 |
| CONTRACT RATE PER HOUR | \$250.00 | \$235.00 | \$200.00 | \$165.00 | \$135.00 | \$100.00 | |
| LABOR COSTS SUB-TOTALS | \$13,500.00 | \$0.00 | \$10,800.00 | \$0.00 | \$11,205.00 | \$10,900.00 | \$46,405.00 |
| TOTAL TBG LABOR | | | | | | | \$360,675.00 |

Mabel Claire Thomas Park
 College Station, Texas
 Mitchell & Morgan, LLP
 11/20/2024

| TASK DESCRIPTION | PRINCIPAL | SENIOR PE | SENIOR PE | SENIOR PE | JUNIOR PE | PROJECT MGR | EIT | ADMIN | SUPPORT STAFF | TOTAL LABOR HRS. & COSTS |
|---|-------------|-------------|-------------|------------|-------------|-------------|-------------|------------|---------------|--------------------------|
| | | | | | | | | | | |
| Concept Design Phase | | | | | | | | | | |
| Inventory and analysis | 20 | 18 | 18 | 8 | 10 | 10 | 0 | 5 | 10 | 89 |
| Program Assessment and Analysis | 8 | 8 | 18 | 12 | 0 | 0 | 10 | 0 | 0 | 48 |
| Schematic Design | 35 | 34 | 42 | 6 | 20 | 20 | 20 | 10 | 10 | 177 |
| TOTAL HOURS | 55 | 60 | 78 | 26 | 30 | 30 | 30 | 15 | 20 | 314 |
| CONTRACT RATE PER HOUR | \$185.00 | \$140.00 | \$140.00 | \$100.00 | \$90.00 | \$90.00 | \$80.00 | \$65.00 | \$65.00 | |
| LABOR COSTS SUB-TOTALS | \$10,175.00 | \$8,400.00 | \$10,920.00 | \$2,600.00 | \$2,700.00 | \$2,700.00 | \$2,400.00 | \$975.00 | \$1,300.00 | \$39,470.00 |
| Final Design Phase | | | | | | | | | | |
| Design Development | 40 | 90 | 120 | 26 | 42 | 42 | 42 | 10 | 10 | 360 |
| Construction Documents | 70 | 120 | 100 | 40 | 130 | 130 | 130 | 20 | 20 | 590 |
| TOTAL HOURS | 110 | 210 | 220 | 66 | 172 | 172 | 172 | 30 | 30 | 950 |
| CONTRACT RATE PER HOUR | \$185.00 | \$140.00 | \$140.00 | \$100.00 | \$90.00 | \$90.00 | \$80.00 | \$65.00 | \$65.00 | |
| LABOR COSTS SUB-TOTALS | \$20,350.00 | \$29,400.00 | \$30,800.00 | \$6,600.00 | \$15,480.00 | \$15,480.00 | \$13,760.00 | \$1,950.00 | \$1,950.00 | \$120,290.00 |
| Management Fee | | | | | | | | | | \$12,028.00 |
| Bid Preparation and Evaluation Phase | | | | | | | | | | |
| Bidding and Negotiation Assistance | 12 | 0 | 0 | 15 | 0 | 0 | 0 | 5 | 5 | 37 |
| Pre-Construction Services | 10 | 0 | 35 | 8 | 0 | 0 | 0 | 0 | 10 | 63 |
| Construction Observation | 20 | 0 | 35 | 0 | 0 | 0 | 0 | 10 | 10 | 75 |
| TOTAL HOURS | 42 | 0 | 70 | 23 | 0 | 0 | 0 | 15 | 25 | 135 |
| CONTRACT RATE PER HOUR | \$185.00 | \$140.00 | \$140.00 | \$100.00 | \$90.00 | \$90.00 | \$80.00 | \$65.00 | \$65.00 | |
| LABOR COSTS SUB-TOTALS | \$7,770.00 | \$0.00 | \$9,800.00 | \$2,300.00 | \$0.00 | \$0.00 | \$0.00 | \$975.00 | \$1,625.00 | \$22,470.00 |
| Management Fee | | | | | | | | | | \$2,247.00 |
| TOTAL MITCHELL & MORGAN LABOR | | | | | | | | | | \$200,453.00 |

Mabel Clare Thomas Park
 College Station, Texas
 Biohabitats
 1/1/20/2024

| TASK DESCRIPTION | CB | MLJJC | JN/SS | CH | SS/ED | HH | TOTAL LABOR HRS. & COSTS |
|---|----------|-------------|------------|-------------|-------------|------------|--------------------------|
| | \$245.00 | \$235.00 | \$190.00 | \$140.00 | \$140.00 | \$125.00 | |
| Concept Design Phase | | | | | | | |
| Inventory and analysis | 1 | 31 | 4 | 36 | 61 | 9 | 142 |
| Program Assessment and Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Schematic Design | 0 | 32 | 4 | 37 | 65 | 4 | 142 |
| TOTAL HOURS | 1 | 63 | 8 | 73 | 126 | 13 | 284 |
| CONTRACT RATE PER HOUR | \$245.00 | \$235.00 | \$190.00 | \$140.00 | \$140.00 | \$125.00 | |
| LABOR COSTS SUB-TOTALS | \$245.00 | \$14,805.00 | \$1,520.00 | \$10,220.00 | \$17,640.00 | \$1,625.00 | \$46,055.00 |
| Management Fee | | | | | | | \$4,605.50 |
| Final Design Phase | | | | | | | |
| Design Development | 0 | 38 | 5 | 49 | 83 | 2 | 177 |
| Construction Documents | 0 | 34 | 2 | 9 | 23 | 0 | 68 |
| TOTAL HOURS | 0 | 72 | 7 | 58 | 106 | 2 | 245 |
| CONTRACT RATE PER HOUR | \$245.00 | \$235.00 | \$190.00 | \$140.00 | \$140.00 | \$125.00 | |
| LABOR COSTS SUB-TOTALS | \$0.00 | \$16,920.00 | \$1,330.00 | \$8,120.00 | \$14,840.00 | \$250.00 | \$41,460.00 |
| Management Fee | | | | | | | \$4,146.00 |
| Bid Preparation and Evaluation Phase | | | | | | | |
| Bidding and Negotiation Assistance | 0 | 6 | 0 | 8 | 10 | 0 | 24 |
| Pre-Construction Services | 0 | 4 | 0 | 4 | 6 | 0 | 14 |
| Construction Observation | 0 | 41 | 0 | 35 | 39 | 0 | 115 |
| TOTAL HOURS | 0 | 51 | 0 | 47 | 55 | 0 | 153 |
| CONTRACT RATE PER HOUR | \$245.00 | \$235.00 | \$190.00 | \$140.00 | \$140.00 | \$125.00 | |
| LABOR COSTS SUB-TOTALS | \$0.00 | \$11,985.00 | \$0.00 | \$6,580.00 | \$7,700.00 | \$0.00 | \$26,265.00 |
| Management Fee | | | | | | | \$2,627.50 |
| TOTAL CONSULTANT LABOR | | | | | | | \$125,159.00 |

Mabel Clare Thomas Park
 College Station, Texas
 Studio Red Architects
 1/120/2024

| TASK DESCRIPTION | PRINCIPAL IN CHARGE | PROJECT MANAGER | PROJECT ARCHITECT | STAFF 1 | CONSULTANTS | N/A | TOTAL LABOR HRS. & COSTS |
|---|---------------------|-----------------|-------------------|-------------|-------------|----------|--------------------------|
| Concept Design Phase | | | | | | | |
| Inventory and analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Program Assessment and Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Schematic Design | 5 | 20 | 89 | 97 | 0 | 0 | 211 |
| TOTAL HOURS | 5 | 20 | 89 | 97 | 0 | 0 | 211 |
| CONTRACT RATE PER HOUR | \$220.00 | \$150.00 | \$150.00 | \$100.00 | \$0.00 | \$100.00 | |
| LABOR COSTS SUB-TOTALS | \$1,100.00 | \$3,000.00 | \$13,350.00 | \$9,700.00 | \$6,000.00 | \$0.00 | \$33,150.00 |
| Management Fee | | | | | | | |
| Final Design Phase | | | | | | | |
| Design Development | 5 | 20 | 89 | 97 | 0 | 0 | 211 |
| Construction Documents | 10 | 40 | 178 | 194 | 0 | 0 | 422 |
| TOTAL HOURS | 15 | 60 | 267 | 291 | 0 | 0 | 633 |
| CONTRACT RATE PER HOUR | \$220.00 | \$150.00 | \$150.00 | \$100.00 | \$0.00 | \$100.00 | |
| LABOR COSTS SUB-TOTALS | \$3,300.00 | \$9,000.00 | \$40,050.00 | \$29,100.00 | \$18,000.00 | \$0.00 | \$99,450.00 |
| Management Fee | | | | | | | |
| Bid Preparation and Evaluation Phase | | | | | | | |
| Bidding and Negotiation Assistance | 1 | 8 | 18 | 0 | 0 | 0 | 0 |
| Pre-Construction Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Construction Observation | 6 | 30 | 100 | 22.1 | 0 | 0 | 0 |
| TOTAL HOURS | 7 | 38 | 118 | 22 | 0 | 0 | 185 |
| CONTRACT RATE PER HOUR | \$220.00 | \$150.00 | \$150.00 | \$100.00 | \$0.00 | \$100.00 | |
| LABOR COSTS SUB-TOTALS | \$1,540.00 | \$5,700.00 | \$17,700.00 | \$2,210.00 | \$6,000.00 | \$0.00 | \$33,150.00 |
| Management Fee | | | | | | | |
| TOTAL STUDIO RED ARCHITECTS LABOR | | | | | | | \$182,325.00 |

Mabel Clare Thomas Park
College Station, Texas
 Fourney Construction- Cost Consulting
 11/20/2024

| TASK DESCRIPTION | STAFF 6 | STAFF 5 | STAFF 4 | STAFF 3 | STAFF 2 | STAFF 1 | TOTAL LABOR HRS. & COSTS |
|---|------------|------------|----------|------------|----------|----------|--------------------------|
| | \$250.00 | \$235.00 | \$200.00 | \$165.00 | \$135.00 | \$100.00 | |
| Concept Design Phase | | | | | | | |
| Inventory and analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Program Assessment and Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Schematic Design | 8 | 5 | 0 | 5 | 0 | 0 | 18 |
| TOTAL HOURS | 8 | 5 | 0 | 5 | 0 | 0 | 18 |
| CONTRACT RATE PER HOUR | \$250.00 | \$235.00 | \$200.00 | \$165.00 | \$135.00 | \$100.00 | |
| LABOR COSTS SUB-TOTALS | \$2,000.00 | \$1,175.00 | \$0.00 | \$825.00 | \$0.00 | \$0.00 | \$4,000.00 |
| 10% Management Fee | | | | | | | |
| Final Design Phase | | | | | | | |
| Design Development | 8 | 5 | 0 | 5 | 0 | 0 | 18 |
| Construction Documents | 10 | 11 | 0 | 10 | 0 | 0 | 31 |
| TOTAL HOURS | 18 | 16 | 0 | 15 | 0 | 0 | 49 |
| CONTRACT RATE PER HOUR | \$250.00 | \$235.00 | \$200.00 | \$165.00 | \$135.00 | \$100.00 | |
| LABOR COSTS SUB-TOTALS | \$4,500.00 | \$3,760.00 | \$0.00 | \$2,475.00 | \$0.00 | \$0.00 | \$10,735.00 |
| Management Fee | | | | | | | |
| Bid Preparation and Evaluation Phase | | | | | | | |
| Bidding and Negotiation Assistance | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Pre-Construction Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Construction Observation | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL HOURS | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| CONTRACT RATE PER HOUR | \$250.00 | \$235.00 | \$200.00 | \$165.00 | \$135.00 | \$100.00 | |
| LABOR COSTS SUB-TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Management Fee | | | | | | | |
| TOTAL CONSULTANT LABOR | | | | | | | \$16,208.00 |

January 23, 2025

Item No. 9.5.

Texas Independence Ballpark Construction Contract Closeout Change Order

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a deductive closeout change order with Vaughn Construction for \$10,960,655.48 for the cancelled construction contract on the Texas Independence Ballpark project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This is the closeout change order for the remainder of the construction contract with Vaughn Construction since this project was cancelled.

Budget & Financial Summary: A budget of \$16,300,000 is included in the Parks and Recreation Capital Improvement Projects Fund. A total of \$7,082,778 has been expended to date. The proposed deductive change order will reduce the committed amount by \$10,960,655.48.

Attachments:

1. TIBP Vaughn Closeout Change Order

CHANGE ORDER NO.8 DATE: November 12, 2024 Contract No. 23300022
 PO No.23200242 PROJECT: HM-1607 Texas Independence Ballpark Bid No.: CSP 22-067

OWNER:
 City of College Station
 P.O. Box 9960
 College Station, Texas 77842

CONTRACTOR:
 J.T. Vaughn Construction, LLC
 10355 West Park Dr Ph:
 Houston TX 77042 Fax:

PURPOSE OF THIS CHANGE ORDER:
 A. Close out Change Order with Vaughn Construction for the remaining balance on the Purchase Order.
 B.
 C.

| ITEM NO | UNIT | DESCRIPTION | UNIT PRICE | ORIGINAL QUANTITY | REVISED QUANTITY | ADDED COST |
|---------|------|---|-------------------|-------------------|------------------|-------------------|
| 1 | LS | Remaining Balance on PO after cancelling project. | (\$10,960,655.48) | 0 | 1 | (\$10,960,655.48) |
| 2 | | | | 0 | 0 | \$0.00 |
| 3 | | | | 0 | 0 | \$0.00 |
| 4 | | | | 0 | 0 | \$0.00 |
| | | | | TOTAL | | (\$10,960,655.48) |

THE NET AFFECT OF THIS CHANGE ORDER IS 0.36% INCREASE.

LINES 1-17(41389971-6561) (\$10,960,655.48)
 TOTAL CHANGE ORDER (10,960,655.48)

ORIGINAL CONTRACT AMOUNT \$16,631,810.48
 CHANGE ORDER NO. 1 \$60,360.00
 CHANGE ORDER NO. 2 (\$10,960,655.48)
 REVISED CONTRACT AMOUNT \$5,731,515.00

ORIGINAL CONTRACT TIME 327 Days
 Time Extension No. 1 0 Days
 Time Extension No. 2 117 Days
 Time Extension No. 3 161 Days
 Time Extension No. 4 0 Days
 Time Extension No. 5 41 Days
 Time Extension No. 6 0 Days
 Time Extension No. 7 0 Days
 Time Extension No. 8 0 Days
 Revised Contract Time 646 Days

SUBSTANTIAL COMPLETION DATE 18-Oct-23
 REVISED SUBSTANTIAL COMPLETION DATE 2-Sep-24

APPROVED

J Thomas Vaughn 12/12/2024
 CONSTRUCTION CONTRACTOR Date

Rusty Warncke 12/12/2024
 PROJECT MANAGER Date

Jennifer Cain 12/12/2024
 DEPARTMENT DIRECTOR Date

John A. Haislet 12/12/2024
 CITY ATTORNEY Date

Jim Swartz 12/12/2024
 CITY MANAGER Date

 CITY MANAGER Date

INVOICE

Invoice No.: 303801-024 RET
Date: 10/31/2024
NET 30

To: Rusty Warnke
City of College Station

PO Box 9960
College Station, TX 77842

Project : CoCS - Texas Independence Ballpark at Midtown
COCS PO No. 23200242-00
Vaughn Project No.: 3038-01



10355 Westpark Drive

Houston, Texas
77042-5312

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

| <u>Item Description</u> | <u>Amount</u> |
|---|--------------------|
| 1. Total Completed and Stored to Date | \$5,731,504 |
| 2. 5% Retainage | \$0 |
| 3. Total Earned Less Retainage | \$5,731,504 |
| 4. Less Previous Certificates for Payment | <u>\$5,444,929</u> |

Total Amount Due: \$286,575

Please remit payment to:
Vaughn Construction
10355 Westpark Drive
Houston, TX 77042

Payment is due within 30 days

If you have any questions concerning this invoice, please contact:
Josh Saldivar
713-252-2837
jsaldivar@vaughnconstruction.com

VaughnConstruction.com

APPLICATION AND CERTIFICATE FOR PAYMENT

Rusty Warnke
To: City of College Station

PO Box 9960
College Station, TX 77842

COCS PO No. 23200242-00

Project : CoCS - Texas Independence Ballpark at Midto

Contract For : General Construction

J.T. Vaughn Construction LLC.
10355 Westpark
Houston, Texas 77042

Invoice No.: 303801-024

PERIOD FROM: 10/1/2024
TO: 10/31/2024

Vaughn Project No.: 3038-01

CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY | | | |
|---|---------------|-------------------------|---------------|
| Total of Changes Approved in previous months by Owner | | ADDITIONS | DEDUCTIONS |
| | | \$0.00 | |
| Approved this Month | | | |
| Number | Date Approved | | |
| 1 | 4/24/2023 | \$33,360.00 | |
| 2 | | -\$10,933,666.00 | |
| TOTAL | | -10,900,306.00 | \$0.00 |
| Net Change by Change Orders | | -\$10,900,306.00 | |

Application is made for Payment, as shown below, in connection with the agreement. **Continuation Sheet is Attached.**

The present status of the account for this agreement is as follows :

ORIGINAL CONTRACT SUM \$16,631,810
NET CHANGE BY OCOs -\$10,900,306
CONTRACT SUM TO DATE \$5,731,504

TOTAL COMPLETED AND STORED TO DATE \$5,731,504
RETAINAGE \$0
TOTAL EARNED LESS RETAINAGE \$5,731,504
LESS PREVIOUS CERTIFICATES FOR PAYMENT \$5,444,929

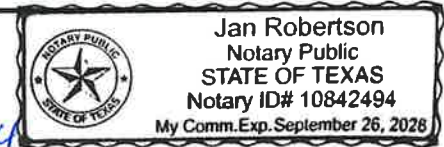
CURRENT PAYMENT DUE \$286,575

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR : J.T. VAUGHN CONSTRUCTION LLC.

By: *Michael B. Christman*

Jan Robertson
State of :Texas County of : Brazos 31st day of Oct. 20 24



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT : N/A

By: _____ Date : _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply

CoCS - Texas Independence Ballpark at Midtown

303801-024
 10/1/2024
 10/31/2024

3038-01

| A | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED | G TOTAL COMPLETED AND STORED TO DATE | H % | I BALANCE TO FINISH | J RETAINAGE 5% of Total Completed |
|---|---|----------------------|----------------------|-------------|---------------------------------|---|--------|------------------------|--------------------------------------|
| | | | PREVIOUS APPLICATION | THIS PERIOD | | | | | |
| | SITE WORK | | | | | | | | |
| | Site Prep, Clearing, and Grubbing (Fields 1-4, parking and detention) | \$ 99,375 | \$ 99,375 | \$ - | \$ - | \$ 99,375 | 100% | \$ 0 | \$ 4,969 |
| | Excavation (cut) | \$ 182,013 | \$ 45,504 | \$ - | \$ - | \$ 45,504 | 25% | \$ 136,509 | \$ 2,275 |
| | Embankment (fill) | \$ 125,667 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 125,667 | \$ - |
| | Temporary Sediment Control Fence (Install) | \$ 4,875 | \$ 4,875 | \$ - | \$ - | \$ 4,875 | 100% | \$ 0 | \$ 244 |
| | Temporary Sediment Control Fence (Remove) | \$ 4,875 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 4,875 | \$ - |
| | Stabilized Construction Entrance (TY-1) (Install) | \$ 1,073 | \$ 1,073 | \$ - | \$ - | \$ 1,073 | 100% | \$ 0 | \$ 54 |
| | Stabilized Construction Entrance (Remove) | \$ 1,073 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,073 | \$ - |
| | Concrete Washout | \$ 590 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 590 | \$ - |
| | Install, Maintain, and Remove Storm Water Pollution Prevention Plan | \$ 1,374 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,374 | \$ - |
| | Inlet Protection | \$ 538 | \$ 538 | \$ - | \$ - | \$ 538 | 100% | \$ 0 | \$ 27 |
| | Install Rock Filter Dam (TY-3) | \$ 6,951 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 6,951 | \$ - |
| | Remove Rock Filter Dam (TY-3) | \$ 6,951 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 6,951 | \$ - |
| | Remove Barbed Wire Fence (throughout site, inside LOC) | \$ 25,360 | \$ 21,770 | \$ - | \$ - | \$ 21,770 | 86% | \$ 3,590 | \$ 1,089 |
| | Remove Wood Picket Fence (at forestry building fenced storage area) | \$ 7,265 | \$ 7,265 | \$ - | \$ - | \$ 7,265 | 100% | \$ 0 | \$ 363 |
| | Remove Gravel Drive & Misc. Gravel Areas | \$ 28,084 | \$ 15,500 | \$ - | \$ - | \$ 15,500 | 55% | \$ 12,584 | \$ 775 |
| | Remove Cattle Guards | \$ 1,073 | \$ 537 | \$ - | \$ - | \$ 537 | 50% | \$ 536 | \$ 27 |
| | | | | | | | | | |
| | SITE ELECTRIC/COMMUNICATIONS | | | | | | | | |
| | Primary Site Electric Service (from street to the transformer) | \$ 101,978 | \$ 101,978 | \$ - | \$ - | \$ 101,978 | 100% | \$ 0 | \$ 5,099 |
| | Secondary Site Electric Service (from the transformer to building electrical room) | \$ 97,094 | \$ 97,094 | \$ - | \$ - | \$ 97,094 | 100% | \$ 0 | \$ 4,855 |
| | Branch Circuits (includes bldg. electrical room/panels, scoreboards, shade structures, parking) | \$ 299,621 | \$ 299,621 | \$ - | \$ - | \$ 299,621 | 100% | \$ 0 | \$ 14,981 |
| | Fixture N2 - Wall Mounted Uplight Fixture (Spectator Shade Lighting, 4 fields) | \$ 29,198 | \$ 28,510 | \$ - | \$ - | \$ 28,510 | 98% | \$ 688 | \$ 1,426 |
| | Fixture N3 - Architectural Wall Mounted Fixture (Spectator Shade Lighting, 4 fields) | \$ 30,057 | \$ 15,028 | \$ - | \$ - | \$ 15,028 | 50% | \$ 15,029 | \$ 751 |
| | Fixture P1 - Pole Mounted LED Pedestrian Area Fixture (Pedestrian Pole Lighting) | \$ 58,546 | \$ 29,273 | \$ - | \$ - | \$ 29,273 | 50% | \$ 29,273 | \$ 1,464 |
| | Fixture N1 - Compact Floodlight (Playground Lighting) | \$ 2,791 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 2,791 | \$ - |
| | Fixture T4 - 4' Linear LED Sign Light (Entry Sign Lighting) | \$ 18,421 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 18,421 | \$ - |
| | Fiber Optic Pull Box | \$ 2,254 | \$ 1,127 | \$ - | \$ - | \$ 1,127 | 50% | \$ 1,127 | \$ 56 |
| | 4" PVC Conduit (for fiber) | \$ 44,871 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 44,871 | \$ - |
| | Fixture S1 - Pole Mounted LED Parking Area Fixture (Single Fixture, includes pole base) | \$ 200,780 | \$ 100,390 | \$ - | \$ - | \$ 100,390 | 50% | \$ 100,390 | \$ 5,020 |
| | | | | | | | | | |
| | UTILITIES | | | | | | | | |
| | Sewer | | | | | | | | |
| | 4-IN PVC Pipe | \$ 1,758 | \$ 1,758 | \$ - | \$ - | \$ 1,758 | 100% | \$ 0 | \$ 88 |
| | 6-IN PVC Pipe | \$ 21,303 | \$ 21,303 | \$ - | \$ - | \$ 21,303 | 100% | \$ (0) | \$ 1,065 |
| | 8-IN PVC Pipe | \$ 84,631 | \$ 84,631 | \$ - | \$ - | \$ 84,631 | 100% | \$ 0 | \$ 4,232 |
| | Remove and Abandon Existing OSSF | \$ 1,288 | \$ 1,288 | \$ - | \$ - | \$ 1,288 | 100% | \$ 0 | \$ 64 |
| | 6 IN PVC WW Cleanout | \$ 2,576 | \$ 2,576 | \$ - | \$ - | \$ 2,576 | 100% | \$ 0 | \$ 129 |
| | 4-FT Dia. Precast Manhole | \$ 18,893 | \$ 18,893 | \$ - | \$ - | \$ 18,893 | 100% | \$ (0) | \$ 945 |
| | Waste Water Service Connection | \$ 1,610 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,610 | \$ - |
| | 14-IN Steel Encasement (for 6-IN PVC) (w/ Concrete Open Cut) | \$ 24,351 | \$ 24,351 | \$ - | \$ - | \$ 24,351 | 100% | \$ 0 | \$ 1,218 |
| | 16-IN Steel Encasement (for 8-IN PVC) | \$ 78,216 | \$ 78,216 | \$ - | \$ - | \$ 78,216 | 100% | \$ 0 | \$ 3,911 |
| | Connection to Exist. Manhole | \$ 1,288 | \$ 1,288 | \$ - | \$ - | \$ 1,288 | 100% | \$ 0 | \$ 64 |
| | Trench Protection | \$ 1,914 | \$ 1,914 | \$ - | \$ - | \$ 1,914 | 100% | \$ (0) | \$ 96 |

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply

CoCS - Texas Independence Ballpark at Midtown

303801-024
 10/1/2024
 10/31/2024

3038-01

| A | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED | G TOTAL COMPLETED AND STORED TO DATE | H % | I BALANCE TO FINISH | J RETAINAGE 5% of Total Completed |
|---|---|----------------------|----------------------|-------------|---------------------------------|---|--------|------------------------|--------------------------------------|
| | | | PREVIOUS APPLICATION | THIS PERIOD | | | | | |
| | Water | | | | | | | | |
| | 8-IN PVC Pipe | \$ 223,062 | \$ 223,062 | \$ - | \$ - | \$ 223,062 | 100% | \$ 0 | \$ 11,153 |
| | 4-IN PVC Pipe | \$ 1,127 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,127 | \$ - |
| | 2-IN Copper Pipe | \$ 10,981 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 10,981 | \$ - |
| | 8-IN Gate Valve | \$ 29,949 | \$ 29,949 | \$ - | \$ - | \$ 29,949 | 100% | \$ 0 | \$ 1,497 |
| | Air Release Valve | \$ 3,757 | \$ 2,450 | \$ - | \$ - | \$ 2,450 | 65% | \$ 1,307 | \$ 123 |
| | Fire Hydrant Assembly | \$ 46,373 | \$ 46,373 | \$ - | \$ - | \$ 46,373 | 100% | \$ 0 | \$ 2,319 |
| | Water Service Tap | \$ 4,723 | \$ 4,723 | \$ - | \$ - | \$ 4,723 | 100% | \$ 0 | \$ 236 |
| | Connect to Exist. 18-in Water (w/ Full Bodied Stainless Steel Tapping Saddle- 8" x 18") | \$ 2,576 | \$ 2,576 | \$ - | \$ - | \$ 2,576 | 100% | \$ 0 | \$ 129 |
| | Ductile Iron Fittings | \$ 698 | \$ 698 | \$ - | \$ - | \$ 698 | 100% | \$ (0) | \$ 35 |
| | Steel Encasement (16-IN) | \$ 135,759 | \$ 44,140 | \$ - | \$ - | \$ 44,140 | 33% | \$ 91,619 | \$ 2,207 |
| | Water Meter (2-IN) (Domestic) | \$ 4,831 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 4,831 | \$ - |
| | Water Meter (4-IN) (Irrigation) | \$ 38,644 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 38,644 | \$ - |
| | Water Meter Vault (Park DMC-CS3) | \$ 7,085 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 7,085 | \$ - |
| | Double Check Backflow Preventer (Watts 007) | \$ 34,243 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 34,243 | \$ - |
| | Drainage/Storm | | | | | | | | |
| | Detention Pond Excavation | \$ 147,950 | \$ 15,071 | \$ - | \$ - | \$ 15,071 | 10% | \$ 132,879 | \$ 754 |
| | 4:1 SETP-PD 24" | \$ 3,435 | \$ 3,435 | \$ - | \$ - | \$ 3,435 | 100% | \$ 0 | \$ 172 |
| | 4:1 SETP-PD 36" | \$ 15,748 | \$ 15,748 | \$ - | \$ - | \$ 15,748 | 100% | \$ (0) | \$ 787 |
| | 4:1 SETP-CD 36" | \$ 5,249 | \$ 5,249 | \$ - | \$ - | \$ 5,249 | 100% | \$ 0 | \$ 262 |
| | Precast Junction Box 4.5'x4.5' | \$ 13,204 | \$ 13,204 | \$ - | \$ - | \$ 13,204 | 100% | \$ (0) | \$ 660 |
| | Precast Junction Box 5'x5' | \$ 8,158 | \$ 8,158 | \$ - | \$ - | \$ 8,158 | 100% | \$ 0 | \$ 408 |
| | Pond A Outfall Structure 5'X5' Concrete Box w/ PAZD (4'X4' FG) (Extra Opening Gate) | \$ 9,124 | \$ 9,124 | \$ - | \$ - | \$ 9,124 | 100% | \$ 0 | \$ 456 |
| | Pond C Outfall Structure 5'X5' Concrete Box w/ PAZD (4'X4' FG) | \$ 10,198 | \$ 10,198 | \$ - | \$ - | \$ 10,198 | 100% | \$ (0) | \$ 510 |
| | 3'x3' Grate Inlet | \$ 2,791 | \$ 2,791 | \$ - | \$ - | \$ 2,791 | 100% | \$ (0) | \$ 140 |
| | 4.5'x4.5' Grate Inlet | \$ 13,096 | \$ 13,096 | \$ - | \$ - | \$ 13,096 | 100% | \$ 0 | \$ 655 |
| | 5' Curb Inlet | \$ 13,311 | \$ 13,311 | \$ - | \$ - | \$ 13,311 | 100% | \$ (0) | \$ 666 |
| | Concrete Headwall (PW-0) | \$ 18,249 | \$ 18,249 | \$ - | \$ - | \$ 18,249 | 100% | \$ (0) | \$ 912 |
| | Conc. Box Culvert (3ft x 3ft) | \$ 92,158 | \$ 92,158 | \$ - | \$ - | \$ 92,158 | 100% | \$ 0 | \$ 4,608 |
| | Conc. Box Culvert (3ft x 3ft) (By Bore) | \$ 46,695 | \$ 46,695 | \$ - | \$ - | \$ 46,695 | 100% | \$ 0 | \$ 2,335 |
| | Conc. Box Culvert (4ft x 3ft) | \$ 91,433 | \$ 91,433 | \$ - | \$ - | \$ 91,433 | 100% | \$ (0) | \$ 4,572 |
| | Conc. Box Culvert (4ft x 3ft) (By Bore) | \$ 53,426 | \$ 53,426 | \$ - | \$ - | \$ 53,426 | 100% | \$ (0) | \$ 2,671 |
| | RC Pipe (CL III)(24 IN) | \$ 94,078 | \$ 63,920 | \$ - | \$ - | \$ 63,920 | 68% | \$ 30,158 | \$ 3,196 |
| | RC Pipe (CL III)(30 IN) | \$ 106,487 | \$ 86,800 | \$ - | \$ - | \$ 86,800 | 82% | \$ 19,687 | \$ 4,340 |
| | RC Pipe (CL III)(30 IN) (By Bore) | \$ 18,678 | \$ 18,678 | \$ - | \$ - | \$ 18,678 | 100% | \$ 0 | \$ 934 |
| | RC Pipe (CL III)(36 IN) | \$ 344,129 | \$ 244,500 | \$ - | \$ - | \$ 244,500 | 71% | \$ 99,629 | \$ 12,225 |
| | RC Pipe (CL III)(36 IN) (By Bore) | \$ 20,288 | \$ 20,288 | \$ - | \$ - | \$ 20,288 | 100% | \$ 0 | \$ 1,014 |
| | 10' Backless Inlet | \$ 8,051 | \$ 8,051 | \$ - | \$ - | \$ 8,051 | 100% | \$ (0) | \$ 403 |
| | 15' Backless Inlet | \$ 9,124 | \$ 9,124 | \$ - | \$ - | \$ 9,124 | 100% | \$ 0 | \$ 456 |
| | 15' Open Back Inlet | \$ 9,124 | \$ 9,124 | \$ - | \$ - | \$ 9,124 | 100% | \$ 0 | \$ 456 |
| | Concrete Riprap (6-IN) | \$ 12,839 | \$ 12,839 | \$ - | \$ - | \$ 12,839 | 100% | \$ (0) | \$ 642 |
| | Concrete Flume | \$ 28,677 | \$ 28,677 | \$ - | \$ - | \$ 28,677 | 100% | \$ 0 | \$ 1,434 |

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply

CoCS - Texas Independence Ballpark at Midtown

303801-024
 10/1/2024
 10/31/2024

3038-01

| A | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED | G TOTAL COMPLETED AND STORED TO DATE | H % | I BALANCE TO FINISH | J RETAINAGE 5% of Total Completed |
|---|---|----------------------|----------------------|-------------|---------------------------------|---|---------|------------------------|--------------------------------------|
| | | | PREVIOUS APPLICATION | THIS PERIOD | | | | | |
| | PAVEMENT | | | | | | | | |
| | Rock Prairie Rd. Improvements | | | | | | | | |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | #DIV/0! | \$ - | \$ - |
| | Barricades, Signs and Traffic Handling | \$ 4,901 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 4,901 | \$ - |
| | Excavation | \$ 4,025 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 4,025 | \$ - |
| | Embankment | \$ 4,621 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 4,621 | \$ - |
| | Base: 8" Flexible Crushed Rock | \$ 57,753 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 57,753 | \$ - |
| | Subgrade: 8" Lime Treated Subgrade | \$ 13,031 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 13,031 | \$ - |
| | Chemically Stabilized Subgrade | \$ 13,257 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 13,257 | \$ - |
| | Asphalt: TY C HMA- 2" | \$ 49,460 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 49,460 | \$ - |
| | Asphalt: TY D HMA- 2" | \$ 49,460 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 49,460 | \$ - |
| | Seal Coat | \$ 50,907 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 50,907 | \$ - |
| | Remove Existing Rais Pav Mark | \$ 1,288 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,288 | \$ - |
| | Rais. Pav Mark TY Y-2 (For Traffic Control) | \$ 3,220 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 3,220 | \$ - |
| | Rais Pav Mrk Ty II-A-A | \$ 2,004 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 2,004 | \$ - |
| | Rais Pav Mrk Ty I-C | \$ 449 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 449 | \$ - |
| | Fire Hydrant Relocation | \$ 3,757 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 3,757 | \$ - |
| | 3:1 SETP-PD 18" | \$ 7,729 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 7,729 | \$ - |
| | 3:1 SETP-PD 24" | \$ 7,514 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 7,514 | \$ - |
| | RC Pipe (CL III)(18 IN) | \$ 13,089 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 13,089 | \$ - |
| | RC Pipe (CL III)(24 IN) | \$ 11,471 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 11,471 | \$ - |
| | Sign and Pole Assembly | \$ 3,980 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 3,980 | \$ - |
| | Fence Removal | \$ 4,251 | \$ 2,126 | \$ - | \$ - | \$ 2,126 | 50% | \$ 2,125 | \$ 106 |
| | Pipe Removal | \$ 2,727 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 2,727 | \$ - |
| | Metal Beam Guard Fence Transition | \$ 4,831 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 4,831 | \$ - |
| | Metal Beam Guard Fence | \$ 6,827 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 6,827 | \$ - |
| | Safety Guardrail Treatment | \$ 4,831 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 4,831 | \$ - |
| | Mailbox Relocation | \$ 188 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 188 | \$ - |
| | Refl Pav Mrk Typ I & II (W) (Sld) (4") | \$ 1,876 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,876 | \$ - |
| | Refl Pav Mrk Typ I & II (W) (Sld) (8") | \$ 1,224 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,224 | \$ - |
| | Refl Pav Mrk Typ I & II (W) (Sld) (24") | \$ 145 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 145 | \$ - |
| | Refl Pav Mrk Typ I & II (Y) (Sld) (4") | \$ 4,092 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 4,092 | \$ - |
| | Refl Pav Mrk Typ I & II (W) (Arrow) | \$ 2,254 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 2,254 | \$ - |
| | Refl Pav Mrk Typ I & II (W) (Word) | \$ 2,576 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 2,576 | \$ - |

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply

CoCS - Texas Independence Ballpark at Midtown

303801-024
 10/1/2024
 10/31/2024

3038-01

| A | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED | G TOTAL COMPLETED AND STORED TO DATE | H % | I BALANCE TO FINISH | J RETAINAGE 5% of Total Completed |
|---|---|----------------------|----------------------|-------------|---------------------------------|---|---------|------------------------|--------------------------------------|
| | | | PREVIOUS APPLICATION | THIS PERIOD | | | | | |
| | Driveway Entry Section | | | | | | | | |
| | Subgrade: 8" Lime Treated Subgrade | \$ 26,262 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 26,262 | \$ - |
| | Chemically Stabilized Subgrade | \$ 25,189 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 25,189 | \$ - |
| | Concrete: 6" Drive with Monolithic Curb | \$ 310,390 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 310,390 | \$ - |
| | Concrete Ribbon Curb | \$ 2,931 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 2,931 | \$ - |
| | Concrete Curb Baffles | \$ 902 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 902 | \$ - |
| | Raised Pav Mrk Ty II-A-A | \$ 294 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 294 | \$ - |
| | Sign and Pole Assembly | \$ 3,025 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 3,025 | \$ - |
| | Refl Pav Mrk Typ I & II (W) (Sid) (24") | \$ 400 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 400 | \$ - |
| | Refl Pav Mrk Typ I & II (W) (Arrow) | \$ 535 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 535 | \$ - |
| | Refl Pav Mrk Typ I & II (W) (Word) | \$ 588 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 588 | \$ - |
| | Refl Pav Mrk Typ I & II (W) (Sid) (8") | \$ 363 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 363 | \$ - |
| | Refl Pav Mrk Typ I & II (Y) (Sid) (4") | \$ 459 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 459 | \$ - |
| | Vehicular Entry Double Swing Gate at Drives (including but not limited to footings) | \$ 13,580 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 13,580 | \$ - |
| | Monument Sign Structure | \$ 77,210 | \$ 3,500 | \$ - | \$ - | \$ 3,500 | 5% | \$ 73,710 | \$ 175 |
| | Concrete Pipe Bollards (At power poles in medians) | \$ 3,381 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 3,381 | \$ - |
| | Driving Section South | | | | | | | | |
| | Subgrade: 8" Lime Treated Subgrade | \$ 22,709 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 22,709 | \$ - |
| | Chemically Stabilized Subgrade | \$ 24,128 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 24,128 | \$ - |
| | Concrete: 6" Drive with Monolithic Curb | \$ 258,456 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 258,456 | \$ - |
| | Concrete Curb Baffles | \$ 2,705 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 2,705 | \$ - |
| | Parking Space Striping (4") | \$ 1,415 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,415 | \$ - |
| | Concrete Walkways (4" Depth) | \$ 8,427 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 8,427 | \$ - |
| | Parking Lot Bumper Curbs (6'-Concrete) | \$ 1,275 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,275 | \$ - |
| | Parking Lot 1 | | | | | | | | |
| | Base: 6" Flexible Crushed Rock | \$ - | \$ - | \$ - | \$ - | \$ - | #DIV/0! | \$ - | \$ - |
| | Subgrade: 6" Lime Treated Subgrade | \$ 6,094 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 6,094 | \$ - |
| | Subgrade: 8" Lime Treated Subgrade | \$ 3,794 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 3,794 | \$ - |
| | Chemically Stabilized Subgrade | \$ 13,028 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 13,028 | \$ - |
| | Asphalt: TY D HMA- 1.5" | \$ - | \$ - | \$ - | \$ - | \$ - | #DIV/0! | \$ - | \$ - |
| | Asphalt: TY D HMA- 2.5" | \$ - | \$ - | \$ - | \$ - | \$ - | #DIV/0! | \$ - | \$ - |
| | Concrete Curb & Gutter | \$ 1,856 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,856 | \$ - |
| | Concrete Ribbon Curb | \$ 57 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 57 | \$ - |
| | Accessible Parking Space Sign and Pole Assembly | \$ 1,050 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,050 | \$ - |
| | Accessible Parking Space Striping (4")/Symbol (2 spaces) | \$ 1,125 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,125 | \$ - |
| | Parking Space Striping (4") | \$ 4,806 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 4,806 | \$ - |
| | Concrete Walkways (4" Depth) | \$ 14,331 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 14,331 | \$ - |
| | Parking Lot Bumper Curbs (6'-Concrete) | \$ 2,671 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 2,671 | \$ - |
| | Alternate 1 | \$ 162,396 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 162,396 | \$ - |

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply

CoCS - Texas Independence Ballpark at Midtown

303801-024
 10/1/2024
 10/31/2024

3038-01

| A | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED | G TOTAL COMPLETED AND STORED TO DATE | H % | I BALANCE TO FINISH | J RETAINAGE 5% of Total Completed |
|---|--|----------------------|----------------------|-------------|---------------------------------|---|---------|------------------------|--------------------------------------|
| | | | PREVIOUS APPLICATION | THIS PERIOD | | | | | |
| | Parking Lot 2 | | | | | | | | |
| | Base: 6" Flexible Crushed Rock | \$ - | \$ - | \$ - | \$ - | \$ - | #DIV/0! | \$ - | \$ - |
| | Subgrade: 6" Lime Treated Subgrade | \$ 78,185 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 78,185 | \$ - |
| | Subgrade: 8" Lime Treated Subgrade | \$ 19,572 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 19,572 | \$ - |
| | Chemically Stabilized Subgrade | \$ 127,269 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 127,269 | \$ - |
| | Asphalt: TY D HMA- 1.5" | \$ - | \$ - | \$ - | \$ - | \$ - | #DIV/0! | \$ - | \$ - |
| | Asphalt: TY D HMA- 2.5" | \$ - | \$ - | \$ - | \$ - | \$ - | #DIV/0! | \$ - | \$ - |
| | Concrete Curb & Gutter | \$ 9,064 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 9,064 | \$ - |
| | Concrete Ribbon Curb | \$ 425 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 425 | \$ - |
| | Accessible Parking Space Sign and Pole Assembly | \$ 3,723 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 3,723 | \$ - |
| | Accessible Parking Space Striping (4")/Symbols (8 spaces) | \$ 1,125 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,125 | \$ - |
| | Parking Space Striping (4") | \$ 59,744 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 59,744 | \$ - |
| | Speed Humps (6" Depth Concrete, includes thickened walkway in parking lot) | \$ 49,873 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 49,873 | \$ - |
| | Concrete Walkways (4" Depth) | \$ 46,663 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 46,663 | \$ - |
| | Parking Lot Bumper Curbs (6'-Concrete) | \$ 11,183 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 11,183 | \$ - |
| | Alternate 2 | \$ 1,622,369 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,622,369 | \$ - |
| | Forestry Building Site Improvements | | | | | | | | |
| | Remove Curb & Gutter | \$ 1,288 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,288 | \$ - |
| | Remove Existing Dumpster Concrete Pad | \$ 4,809 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 4,809 | \$ - |
| | Curb & Gutter : concrete | \$ 2,125 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 2,125 | \$ - |
| | Paving: Reinforced 6" Concrete | \$ 20,718 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 20,718 | \$ - |
| | Striping & Signage Allowance (1% of total) | \$ 1,297 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,297 | \$ - |
| | Entry Sliding Gate | \$ 32,498 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 32,498 | \$ - |
| | Vehicular Entry Double Swing Gate at Drives (including but not limited to footings) | \$ 6,956 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 6,956 | \$ - |
| | 4' CMU Block Wall (enclosure around material storage areas) | \$ 25,817 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 25,817 | \$ - |
| | 6' Ht. Brick Style Fencecrete Fence (perimeter enclosure around dumpster area and parking) | \$ 63,605 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 63,605 | \$ - |
| | Concrete Pipe Bollards (At forestry building dumpster/material area) | \$ 2,029 | \$ 150 | \$ - | \$ - | \$ - | 7% | \$ 1,879 | \$ 8 |

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply

CoCS - Texas Independence Ballpark at Midtown

303801-024
 10/1/2024
 10/31/2024

3038-01

| A | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED | G TOTAL COMPLETED AND STORED TO DATE | H % | I BALANCE TO FINISH | J RETAINAGE 5% of Total Completed |
|---|--|----------------------|----------------------|-------------|---------------------------------|---|--------|------------------------|--------------------------------------|
| | | | PREVIOUS APPLICATION | THIS PERIOD | | | | | |
| | BASEBALL FIELD 1 | | | | | | | | |
| | Artificial Turf (Infield/Outfield): includes subgrade prep, drainage system, turf, & infill (Shaw) | \$ 393,748 | \$ 500 | \$ - | \$ - | \$ 500 | 0% | \$ 393,248 | \$ 25 |
| | Chemically Stabilized Subgrade (8-in) (for Artificial Turf Infield & Outfield) | \$ 15,783 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 15,783 | \$ - |
| | Lime for Subgrade Treatment | \$ 14,672 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 14,672 | \$ - |
| | Sod outfield: Big Rolled Sod Bermuda Latitude 36 Bermuda Grass | \$ 74,631 | \$ 250 | \$ - | \$ - | \$ 250 | 0% | \$ 74,381 | \$ 13 |
| | Topsoil (8" Depth, Custom Sand Mix) | \$ 116,662 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 116,662 | \$ - |
| | Sod outfield: Spray Irrigation (Full Coverage) | \$ 37,521 | \$ 250 | \$ - | \$ - | \$ 250 | 1% | \$ 37,271 | \$ 13 |
| | Decomposed Granite Warning Strip | \$ 49,042 | \$ 100 | \$ - | \$ - | \$ 100 | 0% | \$ 48,942 | \$ 5 |
| | 8' Outfield and Foul Line Chain Link Fence w/Mow Strip | \$ 93,606 | \$ 1,000 | \$ - | \$ - | \$ 1,000 | 1% | \$ 92,606 | \$ 50 |
| | 4' Chain Link Single Gates: 4 ft. leaves (Entry to Field) (8' height) | \$ 3,231 | \$ 100 | \$ - | \$ - | \$ 100 | 3% | \$ 3,131 | \$ 5 |
| | 6' Chain Link Single Gates: 6 ft. leaves (8' height) | \$ 3,345 | \$ 100 | \$ - | \$ - | \$ 100 | 3% | \$ 3,245 | \$ 5 |
| | 12' Chain Link Double Gates: 6 ft. leaves (8' height) | \$ 6,140 | \$ 100 | \$ - | \$ - | \$ 100 | 2% | \$ 6,040 | \$ 5 |
| | 16' Batter's Eye Fence w/Mow Strip | \$ 14,298 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 14,198 | \$ 5 |
| | 25' Backstop Net: 25 ft. h x 210 LF (Burbank Sports Net) | \$ 14,533 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 14,533 | \$ - |
| | Backstop Railing | \$ 1,275 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,275 | \$ - |
| | Poly-Cap Fence Guard (guard on top of outfield fencing) | \$ 6,709 | \$ 150 | \$ - | \$ - | \$ 150 | 2% | \$ 6,559 | \$ 8 |
| | Windscreen (Per Field, 8' height fence) | \$ 14,037 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 13,937 | \$ 5 |
| | Windscreen (Gates Per Field, 8' height) | \$ 584 | \$ 100 | \$ - | \$ - | \$ 100 | 17% | \$ 484 | \$ 5 |
| | Windscreen (Batter's Eye Per Field, 50' L x 16' ht) | \$ 8,462 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 8,362 | \$ 5 |
| | 6" Wide DuraTrench Drain System, Complete in Place | \$ 26,863 | \$ 250 | \$ - | \$ - | \$ 250 | 1% | \$ 26,613 | \$ 13 |
| | Grandstand Scorekeeper Stand: Assembly/Installation (Product provided by owner) | \$ 30,108 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 30,108 | \$ - |
| | Foul Poles (2) (20' above ground, 12' wing) | \$ 3,757 | \$ 350 | \$ - | \$ - | \$ 350 | 9% | \$ 3,407 | \$ 18 |
| | Wireless Scoreboard: Offload/Structural Supports & Footings/Assembly/Installation by Contr | \$ 12,881 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 12,881 | \$ - |
| | Spectator Structure | | | | | | | | |
| | Spectator Shade Structure: Offload/Assembly/Installation by Contractor(Structure materials p | \$ 56,870 | \$ 9,550 | \$ - | \$ - | \$ 9,550 | 17% | \$ 47,320 | \$ 478 |
| | Spectator Shade Structure: Foundation Piers | \$ 24,346 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 24,346 | \$ - |
| | Spectator Shade Structure: Flatwork | \$ 29,456 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 29,456 | \$ - |
| | Bullpen | | | | | | | | |
| | Bullpen: Artificial Turf (includes pad & turf, Shaw Elevate 68) | \$ 9,320 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 9,220 | \$ 5 |
| | Bullpen: 8' Bullpen Fence | \$ 38,009 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 38,009 | \$ - |
| | Bullpen: Flatwork (4" Depth) | \$ 22,926 | \$ 75 | \$ - | \$ - | \$ 75 | 0% | \$ 22,851 | \$ 4 |
| | Bullpen: 4' Chain Link Single Gates: 4 ft. leaves (Bullpens) (8' height) | \$ 3,231 | \$ 50 | \$ - | \$ - | \$ 50 | 2% | \$ 3,181 | \$ 3 |
| | Bullpen: 10' Chain Link Double Gates: 5 ft. leaves (Bullpens) (8' height) | \$ 6,027 | \$ 50 | \$ - | \$ - | \$ 50 | 1% | \$ 5,977 | \$ 3 |
| | Dugout (Two per Field) | | | | | | | | |
| | Dugout: Assembly/Installation (Structure provided by owner) | \$ 20,539 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 20,539 | \$ - |
| | Dugout: Foundation Piers | \$ 8,588 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 8,588 | \$ - |
| | Dugout: Flatwork | \$ 5,874 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 5,874 | \$ - |
| | Dugout: Masonry Backwall | \$ 18,678 | \$ 1,650 | \$ - | \$ - | \$ 1,650 | 9% | \$ 17,028 | \$ 83 |
| | Dugout: Fencing/Gate | \$ 20,145 | \$ 75 | \$ - | \$ - | \$ 75 | 0% | \$ 20,070 | \$ 4 |

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply

CoCS - Texas Independence Ballpark at Midtown

303801-024
 10/1/2024
 10/31/2024

3038-01

| A | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED | G TOTAL COMPLETED AND STORED TO DATE | H % | I BALANCE TO FINISH | J RETAINAGE 5% of Total Completed |
|---|--|----------------------|----------------------|-------------|---------------------------------|---|--------|------------------------|--------------------------------------|
| | | | PREVIOUS APPLICATION | THIS PERIOD | | | | | |
| | BASEBALL FIELD 2 | | | | | | | | |
| | Artificial Turf (Infield/Outfield): includes subgrade prep, drainage system, turf, & infill (Shaw) | \$ 393,748 | \$ 500 | \$ - | \$ - | \$ 500 | 0% | \$ 393,248 | \$ 25 |
| | Chemically Stabilized Subgrade (8-in) (for Artificial Turf Infield & Outfield) | \$ 15,783 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 15,783 | \$ - |
| | Lime for Subgrade Treatment | \$ 14,672 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 14,672 | \$ - |
| | Sod outfield: Big Rolled Sod Bermuda Latitude 36 Bermuda Grass | \$ 74,631 | \$ 250 | \$ - | \$ - | \$ 250 | 0% | \$ 74,381 | \$ 13 |
| | Topsoil (8" Depth, Custom Sand Mix) | \$ 116,662 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 116,662 | \$ - |
| | Sod outfield: Spray Irrigation (Full Coverage) | \$ 37,521 | \$ 250 | \$ - | \$ - | \$ 250 | 1% | \$ 37,271 | \$ 13 |
| | Decomposed Granite Warning Strip | \$ 49,042 | \$ 100 | \$ - | \$ - | \$ 100 | 0% | \$ 48,942 | \$ 5 |
| | 8' Outfield and Foul Line Chain Link Fence w/Mow Strip | \$ 93,606 | \$ 1,000 | \$ - | \$ - | \$ 1,000 | 1% | \$ 92,606 | \$ 50 |
| | 4' Chain Link Single Gates: 4 ft. leaves (Entry to Field) (8' height) | \$ 3,231 | \$ 100 | \$ - | \$ - | \$ 100 | 3% | \$ 3,131 | \$ 5 |
| | 6' Chain Link Single Gates: 6 ft. leaves (8' height) | \$ 3,345 | \$ 100 | \$ - | \$ - | \$ 100 | 3% | \$ 3,245 | \$ 5 |
| | 12' Chain Link Double Gates: 6 ft. leaves (8' height) | \$ 6,140 | \$ 100 | \$ - | \$ - | \$ 100 | 2% | \$ 6,040 | \$ 5 |
| | 16' Batter's Eye Fence w/Mow Strip | \$ 14,298 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 14,198 | \$ 5 |
| | 25' Backstop Net: 25 ft. h x 210 LF (Burbank Sports Net) | \$ 14,533 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 14,533 | \$ - |
| | Backstop Railing | \$ 1,275 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,275 | \$ - |
| | Poly-Cap Fence Guard (guard on top of outfield fencing) | \$ 8,588 | \$ 150 | \$ - | \$ - | \$ 150 | 2% | \$ 8,438 | \$ 8 |
| | Windscreen (Per Field, 8' height fence) | \$ 14,037 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 13,937 | \$ 5 |
| | Windscreen (Gates Per Field, 8' height) | \$ 584 | \$ 100 | \$ - | \$ - | \$ 100 | 17% | \$ 484 | \$ 5 |
| | Windscreen (Batter's Eye Per Field, 50' L x 16' ht) | \$ 8,462 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 8,362 | \$ 5 |
| | 6" Wide DuraTrench Drain System, Complete in Place | \$ 26,863 | \$ 250 | \$ - | \$ - | \$ 250 | 1% | \$ 26,613 | \$ 13 |
| | Grandstand Scorekeeper Stand: Assembly/Installation (Product provided by owner) | \$ 30,108 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 30,108 | \$ - |
| | Foul Poles (2) (20' above ground, 12' wing) | \$ 3,757 | \$ 350 | \$ - | \$ - | \$ 350 | 9% | \$ 3,407 | \$ 18 |
| | Wireless Scoreboard: Offload/Structural Supports & Footings/Assembly/Installation by | \$ 12,881 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 12,881 | \$ - |
| | Spectator Structure | | | | | | | | |
| | Spectator Shade Structure: Offload/Assembly/Installation by Contractor | \$ 56,870 | \$ 9,550 | \$ - | \$ - | \$ 9,550 | 17% | \$ 47,320 | \$ 478 |
| | Spectator Shade Structure: Foundation Piers | \$ 24,346 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 24,346 | \$ - |
| | Spectator Shade Structure: Flatwork | \$ 31,055 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 31,055 | \$ - |
| | Bullpen | | | | | | | | |
| | Bullpen: Artificial Turf (includes pad & turf, Shaw Elevate 68) | \$ 9,320 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 9,220 | \$ 5 |
| | Bullpen: 8' Bullpen Fence | \$ 38,009 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 38,009 | \$ - |
| | Bullpen: Flatwork (4" Depth) | \$ 22,926 | \$ 75 | \$ - | \$ - | \$ 75 | 0% | \$ 22,851 | \$ 4 |
| | Bullpen: 4' Chain Link Single Gates: 4 ft. leaves (Bullpens) (8' height) | \$ 3,231 | \$ 50 | \$ - | \$ - | \$ 50 | 2% | \$ 3,181 | \$ 3 |
| | Bullpen: 10' Chain Link Double Gates: 5 ft. leaves (Bullpens) (8' height) | \$ 6,027 | \$ 50 | \$ - | \$ - | \$ 50 | 1% | \$ 5,977 | \$ 3 |
| | Dugout (Two per Field) | | | | | | | | |
| | Dugout: Assembly/Installation (Structure provided by owner) | \$ 20,539 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 20,539 | \$ - |
| | Dugout: Foundation Piers | \$ 8,588 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 8,588 | \$ - |
| | Dugout: Flatwork | \$ 5,874 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 5,874 | \$ - |
| | Dugout: Masonry Backwall | \$ 18,678 | \$ 1,650 | \$ - | \$ - | \$ 1,650 | 9% | \$ 17,028 | \$ 83 |
| | Dugout: Fencing/Gate | \$ 20,145 | \$ 75 | \$ - | \$ - | \$ 75 | 0% | \$ 20,070 | \$ 4 |

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply

CoCS - Texas Independence Ballpark at Midtown

303801-024
 10/1/2024
 10/31/2024

3038-01

| A | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED | G TOTAL COMPLETED AND STORED TO DATE | H % | I BALANCE TO FINISH | J RETAINAGE 5% of Total Completed |
|---|--|----------------------|----------------------|-------------|---------------------------------|---|---------|------------------------|--------------------------------------|
| | | | PREVIOUS APPLICATION | THIS PERIOD | | | | | |
| | BASEBALL FIELD 3 | | | | | | | | |
| | Artificial Turf (Infield/Outfield); includes subgrade prep, drainage system, turf, & infill (Shaw) | \$ 393,748 | \$ 500 | \$ - | \$ - | \$ 500 | 0% | \$ 393,248 | \$ 25 |
| | Chemically Stabilized Subgrade (8-in) (for Artificial Turf Infield & Outfield) | \$ 15,783 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 15,783 | \$ - |
| | Lime for Subgrade Treatment | \$ 14,672 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 14,672 | \$ - |
| | Sod outfield: Big Rolled Sod Bermuda Latitude 36 Bermuda Grass | \$ 74,631 | \$ 250 | \$ - | \$ - | \$ 250 | 0% | \$ 74,381 | \$ 13 |
| | Topsoil (8" Depth, Custom Sand Mix) | \$ 116,662 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 116,662 | \$ - |
| | Sod outfield: Spray Irrigation (Full Coverage) | \$ 37,521 | \$ 250 | \$ - | \$ - | \$ 250 | 1% | \$ 37,271 | \$ 13 |
| | Decomposed Granite Warning Strip | \$ 49,042 | \$ 100 | \$ - | \$ - | \$ 100 | 0% | \$ 48,942 | \$ 5 |
| | 8' Outfield and Foul Line Chain Link Fence w/Mow Strip | \$ 93,606 | \$ 1,000 | \$ - | \$ - | \$ 1,000 | 1% | \$ 92,606 | \$ 50 |
| | 4' Chain Link Single Gates: 4 ft. leaves (Entry to Field) (8' height) | \$ 3,231 | \$ 100 | \$ - | \$ - | \$ 100 | 3% | \$ 3,131 | \$ 5 |
| | 6' Chain Link Single Gates: 6 ft. leaves (8' height) | \$ 3,345 | \$ 100 | \$ - | \$ - | \$ 100 | 3% | \$ 3,245 | \$ 5 |
| | 12' Chain Link Double Gates: 6 ft. leaves (8' height) | \$ 6,140 | \$ 100 | \$ - | \$ - | \$ 100 | 2% | \$ 6,040 | \$ 5 |
| | 16' Batter's Eye Fence w/Mow Strip | \$ 14,298 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 14,198 | \$ 5 |
| | 25' Backstop Net: 25 ft. h x 210 LF (Burbank Sports Net) | \$ 14,533 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 14,533 | \$ - |
| | Backstop Railing | \$ 1,275 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,275 | \$ - |
| | Poly-Cap Fence Guard (guard on top of outfield fencing) | \$ 8,588 | \$ 150 | \$ - | \$ - | \$ 150 | 2% | \$ 8,438 | \$ 8 |
| | Windscreen (Per Field, 8' height fence) | \$ 14,037 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 13,937 | \$ 5 |
| | Windscreen (Gates Per Field, 8' height) | \$ 584 | \$ 100 | \$ - | \$ - | \$ 100 | 17% | \$ 484 | \$ 5 |
| | Windscreen (Batter's Eye Per Field, 50' L x 16' ht) | \$ 8,462 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 8,362 | \$ 5 |
| | 6" Wide DuraTrench Drain System, Complete in Place | \$ 26,863 | \$ 250 | \$ - | \$ - | \$ 250 | 1% | \$ 26,613 | \$ 13 |
| | Built-In Aluminum Bench Seating | \$ 20,267 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 20,267 | \$ - |
| | Concrete Bumper Wall at Steps: masonry 24" wide x varying ht (see plans for ht) | \$ 8,051 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 8,051 | \$ - |
| | Foul Poles (2) (20' above ground, 12' wing) | \$ 3,757 | \$ 350 | \$ - | \$ - | \$ 350 | 9% | \$ 3,407 | \$ 18 |
| | Grandstand Scorekeeper Stand: Assembly/Installation (Product provided by owner) | \$ 537 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 537 | \$ - |
| | Wireless Scoreboard: Offload/Structural Supports & Footings/Assembly/Installation by | \$ 12,881 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 12,881 | \$ - |
| | Spectator Structure | | | | | | | | |
| | Spectator Shade Structure: Offload/Assembly/Installation by Contractor | \$ 58,496 | \$ 9,550 | \$ - | \$ - | \$ 9,550 | 16% | \$ 48,946 | \$ 478 |
| | Spectator Shade Structure: Foundation Piers | \$ 35,102 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 35,102 | \$ - |
| | Spectator Shade Structure: Flatwork | \$ 37,528 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 37,528 | \$ - |
| | Spectator Area: Seatwalls: Masonry 24" Wide x 18" Ht. | \$ 4,058 | \$ 843 | \$ - | \$ - | \$ 843 | 21% | \$ 3,215 | \$ 42 |
| | Spectator Area: Bleacher Guard Railing | \$ - | \$ - | \$ - | \$ - | \$ - | #DIV/0! | \$ - | \$ - |
| | Bullpen | | | | | | | | |
| | Bullpen: Artificial Turf (includes pad & turf, Shaw - Elevate 68) | \$ 9,320 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 9,220 | \$ 5 |
| | Bullpen: 8' Bullpen Fence | \$ 38,009 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 38,009 | \$ - |
| | Bullpen: Flatwork (4" Depth) | \$ 22,926 | \$ 75 | \$ - | \$ - | \$ 75 | 0% | \$ 22,851 | \$ 4 |
| | Bullpen: 4' Chain Link Single Gates: 4 ft. leaves (Bullpens) (8' height) | \$ 3,231 | \$ 50 | \$ - | \$ - | \$ 50 | 2% | \$ 3,181 | \$ 3 |
| | Bullpen: 10' Chain Link Double Gates: 5 ft. leaves (Bullpens) (8' height) | \$ 6,027 | \$ 50 | \$ - | \$ - | \$ 50 | 1% | \$ 5,977 | \$ 3 |
| | Dugout (Two per Field) | | | | | | | | |
| | Dugout: Assembly/Installation (Structure provided by owner) | \$ 20,539 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 20,539 | \$ - |
| | Dugout: Foundation Piers | \$ 8,588 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 8,588 | \$ - |
| | Dugout: Flatwork | \$ 5,874 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 5,874 | \$ - |
| | Dugout: Masonry Backwall | \$ 18,678 | \$ 1,650 | \$ - | \$ - | \$ 1,650 | 9% | \$ 17,028 | \$ 83 |
| | Dugout: Fencing/Gate | \$ 20,145 | \$ 75 | \$ - | \$ - | \$ 75 | 0% | \$ 20,070 | \$ 4 |

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply

CoCS - Texas Independence Ballpark at Midtown

303801-024
 10/1/2024
 10/31/2024

3038-01

| A | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED | G TOTAL COMPLETED AND STORED TO DATE | H % | I BALANCE TO FINISH | J RETAINAGE 5% of Total Completed |
|---|--|----------------------|----------------------|-------------|---------------------------------|---|---------|------------------------|--------------------------------------|
| | | | PREVIOUS APPLICATION | THIS PERIOD | | | | | |
| | BASEBALL FIELD 4 | | | | | | | | |
| | Artificial Turf (Infield/Outfield): includes subgrade prep, drainage system, turf, & infill (Shaw) | \$ 393,748 | \$ 500 | \$ - | \$ - | \$ 500 | 0% | \$ 393,248 | \$ 25 |
| | Chemically Stabilized Subgrade (8-in) (for Artificial Turf Infield & Outfield) | \$ 15,783 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 15,783 | \$ - |
| | Lime for Subgrade Treatment | \$ 14,672 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 14,672 | \$ - |
| | Sod outfield: Big Rolled Sod Bermuda Latitude 36 Bermuda Grass | \$ 74,631 | \$ 250 | \$ - | \$ - | \$ 250 | 0% | \$ 74,381 | \$ 13 |
| | Topsoil (8" Depth, Custom Sand Mix) | \$ 116,662 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 116,662 | \$ - |
| | Sod outfield: Spray Irrigation (Full Coverage) | \$ 37,521 | \$ 250 | \$ - | \$ - | \$ 250 | 1% | \$ 37,271 | \$ 13 |
| | Decomposed Granite Warning Strip | \$ 49,042 | \$ 100 | \$ - | \$ - | \$ 100 | 0% | \$ 48,942 | \$ 5 |
| | 8' Outfield and Foul Line Chain Link Fence w/Mow Strip | \$ 93,606 | \$ 1,000 | \$ - | \$ - | \$ 1,000 | 1% | \$ 92,606 | \$ 50 |
| | 4' Chain Link Single Gates: 4 ft. leaves (Entry to Field) (8' height) | \$ 3,231 | \$ 100 | \$ - | \$ - | \$ 100 | 3% | \$ 3,131 | \$ 5 |
| | 6' Chain Link Single Gates: 6 ft. leaves (8' height) | \$ 3,345 | \$ 100 | \$ - | \$ - | \$ 100 | 3% | \$ 3,245 | \$ 5 |
| | 12' Chain Link Double Gates: 6 ft. leaves (8' height) | \$ 6,140 | \$ 100 | \$ - | \$ - | \$ 100 | 2% | \$ 6,040 | \$ 5 |
| | 16' Batter's Eye Fence w/Mow Strip | \$ 14,298 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 14,198 | \$ 5 |
| | 25' Backstop Net: 25 ft. h x 210 LF (Burbank Sports Net) | \$ 14,533 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 14,533 | \$ - |
| | Backstop Railing | \$ 1,275 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,275 | \$ - |
| | Poly-Cap Fence Guard (guard on top of outfield fencing) | \$ 8,588 | \$ 150 | \$ - | \$ - | \$ 150 | 2% | \$ 8,438 | \$ 8 |
| | Windscreen (Per Field, 8' height fence) | \$ 14,037 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 13,937 | \$ 5 |
| | Windscreen (Gates Per Field, 8' height) | \$ 584 | \$ 100 | \$ - | \$ - | \$ 100 | 17% | \$ 484 | \$ 5 |
| | Windscreen (Batter's Eye Per Field, 50' L x 16' ht) | \$ 8,462 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 8,362 | \$ 5 |
| | 6" Wide DuraTrench Drain System, Complete in Place | \$ 26,863 | \$ 250 | \$ - | \$ - | \$ 250 | 1% | \$ 26,613 | \$ 13 |
| | Built-In Aluminum Bench Seating | \$ 20,267 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 20,267 | \$ - |
| | Concrete Bumper Wall at Steps: masonry 24" wide x varying ht (see plans for ht) | \$ 8,588 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 8,588 | \$ - |
| | Grandstand Scorekeeper Stand: Assembly/Installation (Product provided by owner) | \$ - | \$ 100 | \$ - | \$ - | \$ - | #DIV/0! | \$ (100) | \$ 5 |
| | Foul Poles (2) (20' above ground, 12' wing) | \$ 3,757 | \$ 250 | \$ - | \$ - | \$ 250 | 7% | \$ 3,507 | \$ 13 |
| | Wireless Scoreboard: Offload/Structural Supports & Footings/Assembly/Installation by | \$ 12,881 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 12,881 | \$ - |
| | Spectator Structure | | | | | | | | |
| | Spectator Shade Structure: Offload/Assembly/Installation by Contractor | \$ 58,496 | \$ 9,550 | \$ - | \$ - | \$ 9,550 | 16% | \$ 48,946 | \$ 478 |
| | Spectator Shade Structure: Foundation Piers | \$ 35,102 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 35,102 | \$ - |
| | Spectator Shade Structure: Flatwork | \$ 37,528 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 37,528 | \$ - |
| | Spectator Area: Seatwalls: Masonry 24" Wide x 18" HL | \$ 4,058 | \$ 843 | \$ - | \$ - | \$ 843 | 21% | \$ 3,215 | \$ 42 |
| | Spectator Area: Bleacher Guard Railing | \$ - | \$ - | \$ - | \$ - | \$ - | #DIV/0! | \$ - | \$ - |
| | Bullpen | | | | | | | | |
| | Bullpen: Artificial Turf (includes pad & turf, Shaw - Elevate 68) | \$ 9,320 | \$ 100 | \$ - | \$ - | \$ 100 | 1% | \$ 9,220 | \$ 5 |
| | Bullpen: 8' Bullpen Fence | \$ 38,009 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 38,009 | \$ - |
| | Bullpen: Flatwork (4" Depth) | \$ 22,926 | \$ 75 | \$ - | \$ - | \$ 75 | 0% | \$ 22,851 | \$ 4 |
| | Bullpen: 4' Chain Link Single Gates: 4 ft. leaves (Bullpens) (8' height) | \$ 3,231 | \$ 50 | \$ - | \$ - | \$ 50 | 2% | \$ 3,181 | \$ 3 |
| | Bullpen: 10' Chain Link Double Gates: 5 ft. leaves (Bullpens) (8' height) | \$ 6,027 | \$ 50 | \$ - | \$ - | \$ 50 | 1% | \$ 5,977 | \$ 3 |
| | Dugout (Two per Field) | | | | | | | | |
| | Dugout: Assembly/Installation (Structure provided by owner) | \$ 20,539 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 20,539 | \$ - |
| | Dugout: Foundation Piers | \$ 8,588 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 8,588 | \$ - |
| | Dugout: Flatwork | \$ 5,874 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 5,874 | \$ - |
| | Dugout: Masonry Backwall | \$ 18,678 | \$ 1,650 | \$ - | \$ - | \$ 1,650 | 9% | \$ 17,028 | \$ 83 |
| | Dugout: Fencing/Gate | \$ 20,145 | \$ 75 | \$ - | \$ - | \$ 75 | 0% | \$ 20,070 | \$ 4 |

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply

CoCS - Texas Independence Ballpark at Midtown

303801-024
 10/1/2024
 10/31/2024

3038-01

| A | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED | G TOTAL COMPLETED AND STORED TO DATE | H % | I BALANCE TO FINISH | J RETAINAGE 5% of Total Completed |
|---|--|----------------------|----------------------|-------------|---------------------------------|---|--------|------------------------|--------------------------------------|
| | | | PREVIOUS APPLICATION | THIS PERIOD | | | | | |
| | COMMON AREA SITE IMPROVEMENTS | | | | | | | | |
| | Concession/Restroom/Office (2,400 sf., entire structure and FFE per plans) | \$ 1,318,772 | \$ 1,318,772 | \$ - | \$ - | \$ 1,318,772 | 100% | \$ (0) | \$ 65,939 |
| | Concrete Walkway Plaza (with aggregate finish, 5" Depth) | \$ 225,941 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 225,941 | \$ - |
| | Concrete Trickle Channel | \$ 5,528 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 5,528 | \$ - |
| | Concrete Fire Lane (6" Depth) | \$ 99,039 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 99,039 | \$ - |
| | Concrete Fire Lane: Subgrade - 8" Lime Treated Subgrade | \$ 4,941 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 4,941 | \$ - |
| | Concrete Fire Lane: Lime for Subgrade Treatment | \$ 6,597 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 6,597 | \$ - |
| | Bronze Fire Lane Marker (18" x 6" x 0.25" cast bronze, inset into Fire Lane) | \$ 35,961 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 35,961 | \$ - |
| | Concrete Steps with Handrail (3 sets of steps) | \$ 8,115 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 8,115 | \$ - |
| | Concrete Bumper Wall at Steps: masonry 24" wide x varying ht (see plans for ht) | \$ 11,593 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 11,593 | \$ - |
| | 8' Perimeter Chain Link Fence w/ Mow Strip | \$ 42,449 | \$ 200 | \$ - | \$ - | \$ 200 | 0% | \$ 42,249 | \$ 10 |
| | 12' Chain Link Double Gates: 6 ft. leaves (8' height) | \$ 9,211 | \$ 200 | \$ - | \$ - | \$ 200 | 2% | \$ 9,011 | \$ 10 |
| | 20' Chain Link Double Gates: 10 ft. leaves (8' height) (Firelane Gate) | \$ 5,069 | \$ 200 | \$ - | \$ - | \$ 200 | 4% | \$ 4,869 | \$ 10 |
| | Sign Allowance - Entry Pavilion | \$ 4,082 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 4,082 | \$ - |
| | Sign Allowance - Spectator Shade Structure | \$ 20,512 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 20,512 | \$ - |
| | Sign Allowance - Dugout Structure | \$ 10,589 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 10,589 | \$ - |
| | Entry Gate Pavilion | | | | | | | | |
| | Entry Gate Pavilion: Assembly/Installation (Structure provided by owner) | \$ 26,810 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 26,810 | \$ - |
| | Entry Gate Pavilion: Foundation Piers | \$ 3,671 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 3,671 | \$ - |
| | Entry Gate Pavilion: Flatwork (4" Depth) | \$ 6,945 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 6,945 | \$ - |
| | Entry Gate Pavilion: 8' Decorative Fencing (wrought iron) w/ Mow Strip | \$ 29,106 | \$ 400 | \$ - | \$ - | \$ 400 | 1% | \$ 28,706 | \$ 20 |
| | Entry Gate Pavilion: 12' Decorative Double Gates: 6 ft. leaves (8' height) | \$ 5,018 | \$ 400 | \$ - | \$ - | \$ 400 | 8% | \$ 4,618 | \$ 20 |
| | Entry Gate Pavilion Lighting: Fixture N2 - Wall Mounted Uplight Fixture | \$ 17,175 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 17,175 | \$ - |
| | Batting Cages (Outside Fence Line) | | | | | | | | |
| | Batting Cages - 4 Lane: Assembly/Installation (Structure provided by owner) | \$ 41,425 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 41,425 | \$ - |
| | Batting Cages - 4 Lane: Foundation Piers (15 qty - 4 lanes) | \$ 10,144 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 10,144 | \$ - |
| | Batting Cages - 4 Lane: Flatwork (4" Depth, 5,065 SF/EA - 4 lanes) | \$ 84,503 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 84,503 | \$ - |
| | Batting Cages - 4 Lane: Artificial Turf: (includes pad & turf, Shaw - Elevate 68) | \$ 45,482 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 45,482 | \$ - |
| | Batting Cages - 4 Lane: Netting (#42 HDPE Batting Cage Net Only, No Frame) | \$ 19,776 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 19,776 | \$ - |
| | Batting Cage Lighting Installation - 4 lane (16 Fixtures provided by owner) | \$ 8,588 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 8,588 | \$ - |
| | Batting Cage Lighting - 4 lane: Fixture N3 - Architectural Wall Mounted Fixture (Exterior of | \$ 17,175 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 17,175 | \$ - |
| | Batting Cages (Inside Fence Line) | | | | | | | | |
| | Batting Cages - 4 Lane: Assembly/Installation (Structure provided by owner) | \$ 41,425 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 41,425 | \$ - |
| | Batting Cages - 4 Lane: Foundation Piers (15 qty - 4 lanes) | \$ 10,144 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 10,144 | \$ - |
| | Batting Cages - 4 Lane: Flatwork (4" Depth, 5,065 SF/EA - 4 lanes) | \$ 84,503 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 84,503 | \$ - |
| | Batting Cages - 4 Lane: Artificial Turf: (includes pad & turf, Shaw - Elevate 68) | \$ 45,375 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 45,375 | \$ - |
| | Batting Cages - 4 Lane: Netting (#42 HDPE Batting Cage Net Only, No Frame) | \$ 19,776 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 19,776 | \$ - |
| | Batting Cage Lighting Installation - 4 lane (16 Fixtures provided by owner) | \$ 8,588 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 8,588 | \$ - |
| | Batting Cage Lighting - 4 lane: Fixture N3 - Architectural Wall Mounted Fixture (Exterior of | \$ 17,175 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 17,175 | \$ - |

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply

CoCS - Texas Independence Ballpark at Midtown

303801-024
 10/1/2024
 10/31/2024

3038-01

| A | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED | G TOTAL COMPLETED AND STORED TO DATE | H % | I BALANCE TO FINISH | J RETAINAGE 5% of Total Completed |
|---|---|----------------------|----------------------|-------------|---------------------------------|---|--------|------------------------|--------------------------------------|
| | | | PREVIOUS APPLICATION | THIS PERIOD | | | | | |
| | LANDSCAPE/IRRIGATION | | | | | | | | |
| | Coppertone Loquat / Eriobotrya japonica (2" Cal.) (excavating, backfill, staking - 5 Trees) | \$ 2,952 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 2,952 | \$ - |
| | Live Oak / Quercus virginiana (3" Cal.) (excavating, backfill, staking - 51 Trees) | \$ 21,899 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 21,899 | \$ - |
| | Chinquapin Oak / Quercus muhlenbergii (3" Cal.) (excavating, backfill, staking - 30 Trees) | \$ 12,881 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 12,881 | \$ - |
| | Little Bunny Dwarf Fountain Grass / Pennisetum alopecuroides 'Little Bunny' (1 Gal) | \$ 3,593 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 3,593 | \$ - |
| | Blue Grama / Bouteloua gracilis 'Blonde Ambition' (1 Gal) | \$ 1,347 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,347 | \$ - |
| | Spineless Yucca / Yucca recurvifolia (5 Gal) | \$ 558 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 558 | \$ - |
| | Sod - Common/Revegetation Areas (Big Rolled Sod Bermuda Latitude 36 Bermuda Grass) | \$ 8,815 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 8,815 | \$ - |
| | Topsoil (6" Depth, Custom Mix) | \$ 14,986 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 14,986 | \$ - |
| | Hydromulch (Common Bermuda) - Revegetation | \$ 47,844 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 47,844 | \$ - |
| | Fiber (Revegetation) Mat | \$ 59,470 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 59,470 | \$ - |
| | Irrigation Areas | | | | | | | | |
| | Landscape Areas - Drip Irrigation (includes park entry & entry gate pavilion landscape) | \$ 4,717 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 4,717 | \$ - |
| | Sod - Spray Irrigation (Full Coverage) | \$ 29,950 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 29,950 | \$ - |
| | Hydromulch (Common Bermuda) Areas- Spray Irrigation (Full Coverage) | \$ 195,921 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 195,921 | \$ - |
| | Irrigation Sleeves (sch 40 PVC) | \$ 27,642 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 27,642 | \$ - |
| | LANDSCAPE/IRRIGATION (COMMONS) | | | | | | | | |
| | Chinquapin Oak / Quercus muhlenbergii (3" Cal.) (excavating, backfill, staking - 10 Trees) | \$ 4,294 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 4,294 | \$ - |
| | Blue Grama / Bouteloua gracilis 'Blonde Ambition' (1 Gal) | \$ 3,457 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 3,457 | \$ - |
| | Sod - Warmup Areas (Big Rolled Sod Bermuda Latitude 36 Bermuda Grass) | \$ 34,230 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 34,230 | \$ - |
| | Topsoil (8" Depth, Custom Sand Mix) | \$ 75,307 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 75,307 | \$ - |
| | Fiber (Revegetation) Mat | \$ 794 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 794 | \$ - |
| | Irrigation Areas | | | | | | | | |
| | Landscape Areas - Drip Irrigation (includes common landscape area) | \$ 2,869 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 2,869 | \$ - |
| | Sod - Spray Irrigation (Full Coverage) | \$ 116,298 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 116,298 | \$ - |
| | Irrigation Sleeves (sch 40 PVC) | \$ 9,285 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 9,285 | \$ - |
| | PLAY AREA | | | | | | | | |
| | Seatwalls: Masonry 24" Wide x 18" Ht. | \$ 31,667 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 31,667 | \$ - |
| | Fabric Shade Structure: for playscape 35 ft W x 35 ft L x 10 ft H | \$ 35,436 | \$ 13,607 | \$ - | \$ - | \$ 13,607 | 38% | \$ 21,829 | \$ 680 |
| | Masonry Columns - Playground Shade Structure | \$ 15,350 | \$ 1,061 | \$ - | \$ - | \$ 1,061 | 7% | \$ 14,289 | \$ 53 |
| | Gametime - Single Tower Challenge Station Climber (Model #8533) | \$ 21,612 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 21,612 | \$ - |
| | Gametime - Recycled Bonded Rubber (GTIMPAX Bonded) | \$ 32,870 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 32,870 | \$ - |
| | Landscape Areas | | | | | | | | |
| | Little Bunny Dwarf Fountain Grass / Pennisetum alopecuroides 'Little Bunny' (1 Gal) | \$ 1,858 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,858 | \$ - |
| | Spineless Yucca / Yucca recurvifolia (5 Gal) | \$ 830 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 830 | \$ - |
| | Irrigation Areas | | | | | | | | |
| | Landscape Areas - Drip Irrigation (includes play area landscape area) | \$ 2,385 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 2,385 | \$ - |
| | Irrigation Sleeves (sch 40 PVC) | \$ 403 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 403 | \$ - |

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply

CoCS - Texas Independence Ballpark at Midtown

303801-024
 10/1/2024
 10/31/2024

3038-01

| A | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED | G TOTAL COMPLETED AND STORED TO DATE | H % | I BALANCE TO FINISH | J RETAINAGE 5% of Total Completed |
|---|---|-------------------------|------------------------------|---------------------|---------------------------------------|--|-------------|---------------------------|---|
| | | | D PREVIOUS APPLICATION | E THIS PERIOD | | | | | |
| | MISCELLANEOUS | | | | | | | | |
| | Mobilization/General Requirements of Contract | \$ 1,297,950 | \$ 1,297,950 | \$ - | \$ - | \$ 1,297,950 | 100% | \$ 0 | \$ 64,897 |
| | Demobilization/General Requirements of Contract | \$ 359,885 | \$ 359,885 | \$ - | \$ - | \$ 359,885 | 100% | \$ 0 | \$ 17,994 |
| | Compliance with SWPPP | \$ 39,906 | \$ 39,906 | \$ - | \$ - | \$ 39,906 | 100% | \$ (0) | \$ 1,995 |
| | Subtotal - Cost of Work | \$ 16,373,742 | \$ 5,473,436 | \$ - | \$ - | \$ 5,473,436 | 33% | \$ 10,900,306 | \$ 273,672 |
| | Bond | \$ 258,068 | \$ 258,068 | \$ - | \$ - | \$ 258,068 | 100% | \$ - | \$ - |
| | CONTRACT | \$ 16,631,810 | \$ 5,731,504 | \$ - | \$ - | \$ 5,731,504 | 34% | \$ 10,900,306 | \$ 286,575 |
| | OCOs | | | | | | | | |
| | Subtotal - Change Orders | \$ (10,900,306) | \$ - | \$ - | \$ - | \$ - | 0% | \$ (10,900,306) | \$ - |
| | REVISED CONTRACT | \$ 5,731,504 | \$ 5,731,504 | \$ - | \$ - | \$ 5,731,504 | 100% | \$ 0 | \$ 286,575 |
| | Project Total | \$ 5,731,504 | \$ 5,731,504 | \$ - | \$ - | \$ 5,731,504 | 100% | \$ 0 | \$ 286,575 |

The present status of the account for this contract is as follows

| | |
|--|-------------|
| ORIGINAL CONTRACT SUM | 16,631,810 |
| Net Change by OCOs | -10,900,306 |
| CONTRACT SUM TO DATE | 5,731,504 |
| TOTAL COMPLETED AND STORED TO DATE | 5,731,504 |
| RETAINAGE | 0 |
| TOTAL EARNED LESS RETAINAGE | 5,731,504 |
| LESS PREVIOUS CERTIFICATES FOR PAYMENT | 5,444,929 |
| CURRENT PAYMENT DUE | 286,575 |

FINAL RELEASE OF LIEN

We have received from City of College Station the sum of \$5,444,929.00 which sum represents the total amount paid through 10/01/24 for work done and materials supplied to COCS PO No. 23200242-00, COCS Project. No.2021-07665, of which City of College Station is the owner and City of College Station is the Owner's Designated Representative.

The Undersigned states that the Current Payment claimed of \$286,575.00 is due for work, labor, materials, services, and miscellaneous (all of which are hereinafter referred to as "Work Items") supplied to the said project through 10/31/24.

The Undersigned states that all persons and firms who supplied Work Items to the Undersigned in connection with said project have been paid according to the terms of our Agreements with those persons or firms, or that such payment will be fully effected according to the terms of our agreements with those persons or firms, after receipt of the Current Payment.

Contingent upon the receipt of the Current Payments, the Undersigned does hereby release the Owner from all liens or right to claim a lien, under the applicable laws of this State, related to any labor, materials, or equipment covered by the prior payments by the Owner.

J.T. VAUGHN CONSTRUCTION, LLC

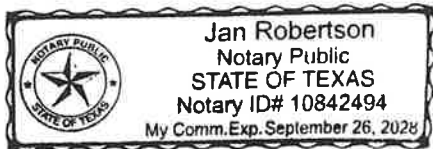
By: Michael B. Chrestman

Michael B. Chrestman
Printed Name of Authorized Representative

STATE OF TEXAS

COUNTY OF BRAZOS

Before me this 31st day of October, 2024 appeared Michael Chrestman an authorized representative of J.T. Vaughn Construction, LLC who acknowledged that (s)he is an authorized representative of the Company and that the facts stated herein are true and correct.



Notary Public Jan Robertson

My commission expires 9.26.28

January 23, 2025

Item No. 9.6.

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the appointment of City Council members and Planning and Zoning Commissioners to the 2025 Comprehensive Plan Evaluation Committee.

Relationship to Strategic Goals:

Good Governance, Financial Sustainability, Core Services and Infrastructure, Neighborhood Integrity, Diverse and Growing Economy, Improving Mobility, Sustainable City

Recommendation(s): The Planning and Zoning Commission recommended appointment of Michael Buckley, Tre Watson and Warren Finch to represent the commission. (6-0)

Summary:

The Comprehensive Plan Evaluation Committee (CPEC) will serve as the steering committee for the 2025 Comprehensive Plan 5-Year review process. The Committee will provide staff with feedback on the public engagement and participation plan, and they will make decisions on the final recommendations to be included in the Comprehensive Plan 5-Year Evaluation and Appraisal Report.

The CPEC is expected to meet approximately 5 times over an 8-month period in workshop-style meetings that will last approximately 1-3 hours each.

Proposed Committee Composition:

(3) City Councilmembers

(3) Planning & Zoning commissioners

Proposed Meetings:

Meeting 1 – February 2025

- Staff will present the proposed process and timeline for the 2025 Comprehensive Plan 5-Year Update.
- CPEC may provide feedback on overall process, public participation plan, and stakeholder groups.

Meeting 2 – April 2025:

- Staff will present the 5-Year Implementation Progress Report.
- CPEC may provide feedback on the progress and status of Comprehensive Plan Action Items.

Meeting 3 – June 2025:

- Staff will present themes from interviews, public workshops, surveys, and other engagement activities.
- CPEC may provide guidance on incorporating this qualitative information in the final evaluation report

Meeting 4 & 5 – August 2025

- Staff will present the Draft Comprehensive Plan 5-Year Evaluation & Appraisal Report
- CPEC will make decisions, chapter by chapter, on the final recommendations to be included in the Report
 1. Meeting 4, Chapters 2-5
 2. Meeting 5, Chapters 6-10

Budget & Financial Summary:

Attachments:

None

January 23, 2025

Item No. 10.1.

Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of January 24th thru February 13th:

January 24 – Design Review Board Meeting

January 25 – OPAS GALA: The Back Room Speakeasy featuring a Tribute to Anne Black

January 28 – Architectural Advisory Committee Meeting

January 28 – Baylor Scott & White College Station- Unveiling of Newest Medical Office Building

January 28 – Neighborhood Seminar Supper - Overview of 2025's Capital Projects

January 30 – Business After Hours - The Physicians Centre Hospital

January 31 – Blinn College-Bryan Campus Administration Building Grand Opening

February 3 – Historic Preservation Committee Meeting

February 4 – Northgate Small Area Plan Committee

February 5 – B/CS MPO Policy Board Meeting

February 5 – Legislative Affairs Committee Meeting

February 5 – Economic Development Committee Meeting

February 6 – Planning and Zoning Commission Meeting

February 7 – College Station Fire Department Awards Banquet

February 10 & 11 – Chamber Austin Delegation Trip

February 10 – Bicycle, Pedestrian & Greenway Board Meeting

February 11 – Parks and Recreation Board Meeting

February 13 – Rock Prairie Management District No. 2

February 13 – City Council Meeting

Budget & Financial Summary: None.

Attachments:

None

January 23, 2025

Item No. 11.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None