



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#

June 26, 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 a Development Agreement for property located on the east side of Arrington Road in the City's extraterritorial jurisdiction.

2.2. 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. Council Self Evaluation

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. 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.

6. 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.

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

- June 12, 2025 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM061225 DRAFT Minutes

6.2. Presentation, discussion, and possible action on a contract award to Incircle Management, Inc. for City-wide landscape maintenance and mowing for an amount not-to-exceed \$1,079,050.42.

Sponsors: Pete Caler

Attachments: 1. Landscape Maintenance and Mowing Contract (Vendor Signed)
2. Bid Summary

6.3. Presentation, discussion, and possible action on a change order to the design contract with Mitchell & Morgan, LLP for additional design work for the relocation of City utilities in advance of TxDOT's SH6 Widening Project, not-to-exceed \$466,279.

Sponsors: Jennifer Cain

Attachments: 1. SH 6 Utility Relocates Scope for New Conflicts
2. SH 6 Utility Relocates Location Map 2025
3. SH 6 Utility Relocates M&M Change Order

6.4. Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Howdy Enterprises, LTD, for the collection of recyclables from commercial and multifamily locations.

Sponsors: Emily Fisher

Attachments: 1. Howdy Enterprises, LTD Franchise Agreement (Vendor Signed)

6.5. Presentation, discussion, and possible action on approval of a contract amendment with McCord Engineering, Inc. due to project scope revisions and additional changes to the electric facilities' "cleared and conflicts" list related to TxDOT's Highway 6 Widening Project. This amendment will increase the contract by \$325,000 for a new not-to-exceed amount of \$1,025,000.

Sponsors: Glenn Gavit

Attachments: 1. 22300604_AMD2--LKP_(CC_6.26.25)

6.6. Presentation, discussion, and possible action to award an Annual Price Agreement for the rental of Heavy Equipment and Machinery for an amount not to exceed \$170,000 between Mustang Rental Service of Texas and United Rentals, Inc.

Sponsors: Mary Ellen Leonard

Attachments: 1. 25-048 BID TAB Annual Pricing_CC 06.26.25

2. ITB 25-048 with Addendum 1_ APA - Heavy Equipment Rental

6.7. Presentation, discussion, and possible action on an amendment to a Construction Manager at Risk (CMAR) Contract with Garney Construction., Inc. accepting the Guaranteed Maximum Price Amendment No. 2 (GMP No. 2) of \$3,198,870.93 for the second early works package for Wells 10, 11, and 12 project, plus the City's contingency in the amount of \$319,887.10 for a total appropriation of \$3,518,758.03. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain

Attachments: 1. Wells 10,11,12 and Collection Line Map

2. 25300059 GMP#2 -- BW

6.8. Presentation, discussion, and possible action on a professional services contract with Stanley Consultants for an amount not-to-exceed \$400,000 for protection and controls engineering and emergency call-out services for substation emergencies.

Sponsors: Glenn Gavit

Attachments: 1. Stanley Consultants_25300566--LKP

7. Workshop Agenda.

7.1. Presentation, discussion, and possible action relating to a summation of the City's legislative activities during the 89th legislative session.

Sponsors: Ross Brady

Attachments: None

7.2. Presentation, discussion, and possible action on a Wolf Pen Creek Master Plan.

Sponsors: Kelsey Heiden

Attachments: None

7.3. Presentation, discussion, and possible action related to the Capital Improvement Projects update.

Sponsors: Jennifer Cain

Attachments: None

7.4. Presentation, discussion, and possible action related to a Parks and Recreation department annual update.

Sponsors: Kelsey Heiden

Attachments: None

8. Regular Agenda.

- 8.1. 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 to CI Commercial Industrial for approximately 19.33 acres at 2855 Graham Road North, generally located at the intersection of Graham Road and Old Wellborn Road.

Sponsors: Bekha Blasingame

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

- 8.2. Presentation, discussion, and possible action on a settlement agreement regarding Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County, Texas.

Sponsors: Adam Falco

Attachments: None

9. Items of Community Interest and Council Calendar.

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

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

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

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

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry

will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

12. Adjourn.

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

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 June 20, 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."

June 26, 2025
Item No. 6.1.
June 12th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• June 12, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM061225 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JUNE 12, 2025

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith, Mayor ProTem
William Wright - absent
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 4:00 p.m. on June 12, 2025, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, §551.086-Competitive Matters, and §551.087-Economic Incentive Negotiations and the College Station City Council convened into Executive Session at 4:01 p.m. on June 12, 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 extra territorial jurisdiction.

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

- 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:

- City Manager
- Council Self-Evaluation

2.4. Deliberation on a competitive matter as that term is defined in Gov't Code Section 552.133; to wit:

- Power Supply

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

- Economic development agreement with Fujifilm Diosynth Biotechnologies Texas, LLC, f/k/a Kalon Biotherapeutics LLC.
- Economic development agreement with Corinth Group, Inc.
- Economic Development agreement for a development generally located in 3100 block of Harvey Road.
- Economic development agreement for a development generally located at the intersection of FM 2154 and High Prairie Road in the City's ETJ.
- Economic Development agreement with College Station Town Center, LP.

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

Executive Session recessed at 6:09 p.m.

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

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Yancy, the City Council voted six (6) for and none (0) opposed, to approve an absence request from Councilmember Wrigth for the June 12, 2025 Council Meeting.

5. Hear Visitors Comments.

Lisa Burton, College Station, came before the Council to request they reconsider an ordinance prohibiting animal remains in College Station Memorial Cemetery which will not allow her to keep a promise she made to her mother before her passing, to bury her cat with her once it passes.

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.

(6.2), (6.3) and (6.10) were pulled for clarification.

(6.2) Stephen Maldonado, Assistant Water Director, explained that polymer is utilized as a wastewater treatment agent to concentrate solids, thereby improving treatment efficiency by enabling the extraction of excess water prior to waste disposal. The city-owned Wastewater Treatment Plants consistently use polymer for this purpose. SNF Water Science Polydyne, Inc's products, available under Texas Buy Board Agreement 691-23, provide the best value for the City of College Station's wastewater treatment process.

(6.3) Emily Fisher, Public Works Director, clarified that the grant application to the Texas Department of Transportation for the Northgate Bicycle & Pedestrian Safety Study will not delay the Northgate Area Plan as they are separate projects. Mrs. Fisher also mentioned that staff will explore expanding the boundary to connect Century Square as requested by the Council.

(6.10) Tommy Schillings, Code Enforcement Supervisor, explained that the ordinance amendment allows the City to charge a \$25.50 fee on utility bills for customers who fail to remove automated containers from pick-up points after collection. This fee is outlined in City Ordinance Section 2-117. Charging a fee aims to reduce the need for citations and court summons. Before imposing fines, there will be education and warnings if containers are not removed within 12 hours.

Item 6.10 was pulled for a separate vote.

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

- **May 22, 2025 Council Meeting**

6.2. Presentation, discussion, and possible action on a polymer price agreement with SNF Water Science Polydyne, Inc. not to exceed \$315,000.

6.3. Presentation, discussion, and possible action regarding Resolution No. 06-12-25-6.3 supporting the submission of a grant application to the Texas Department of Transportation to develop the Northgate Bicycle & Pedestrian Safety Study.

6.4. Presentation, discussion, and possible action on a design contract with Walker Partners for the Southwood Valley Trunkline, Phase II project in the amount of \$410,100.

6.5. Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

6.6. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Howdy Enterprises, LTD, for the collection of recyclables from commercial and multifamily locations.

6.7. Presentation, discussion, and possible action regarding Ordinance No. 2025-4594 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing on-street parking for sections of Archer Falls Court, Briscoe Manor Court, Colorado Canyon Court, Cottonwood Terrace Court, Feather Run, Frontera Ranch Boulevard, Hidalgo Pass Court, Lamar Hollow Court, Llano River Drive, Panola Park Drive, Parmer Creek Court, Register Drive, and Slocum Hill Drive.

6.8. Presentation, discussion, and possible action regarding Resolution No. 06-12-25-6.8 supporting the submission of a grant application to the Bryan/College Station Metropolitan Planning Organization for intersection improvements at George Bush Drive and Timber Street.

6.9. Presentation, discussion, and possible action regarding Resolution No. 06-12-25-6.9 supporting the submission of a grant application to the Bryan/College Station Metropolitan Planning Organization for a sidewalk on University Oaks Boulevard between Stallings Drive and Munson Avenue.

6.10. Presentation, discussion, and possible action regarding Ordinance No. 2025-4595 amending Chapter 40 "Utilities", Article IV "Solid Waste Collection and Disposal," Section 40-389 "Residential Collection Generally," of the Code of Ordinances by assessing a fee for failing to remove automated containers after the designated collection time.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to approve the Consent agenda except for Consent Item 6.10. The motion carried unanimously.

(6.10) MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Smith, the City Council voted five (5) for and one (1) opposed, with Councilmember White voting against, to approve Consent Item 6.10, to adopt Ordinance No. 2025-4595 amending Chapter 40 "Utilities", Article IV "Solid Waste Collection and Disposal," Section 40-389 "Residential Collection Generally," of the Code of Ordinances by assessing a fee for failing to remove automated containers after the designated collection time as amended. The motion carried.

(6.10) AMENDED MOTION: Upon an amended motion made by Councilmember Yancy and a second by Councilmember McIlhane, the City Council voted six (6) for and none (0) opposed, to approve Consent Item 6.10, to adopt Ordinance No. 2025-4595 amending Chapter 40 "Utilities", Article IV "Solid Waste Collection and Disposal," Section 40-389 "Residential Collection Generally," of the Code of Ordinances by assessing a fee for failing to remove automated containers after the designated collection time, with amended language by changing 12hrs to 24hrs to remove the container in all sections of the proposed ordinance amendment. The motion carried.

7. WORKSHOP ITEMS

7.1. Presentation, discussion, and possible action regarding fee reductions or waivers for affordable housing.

Anthony Armstrong, Planning and Development Director, provided an overview of options for fee reductions and waivers for affordable housing.

Fee Waivers and Impact Fees: Fee waivers for affordable housing and parkland fees were discussed. Possible waivers include impact fees cover reviews and inspections, MEP permits, and utility connection fees. The city implements a 50% credit method for benchmarks.

Development Costs, Permit Statistics, and Home Comparisons: Total estimated capital costs due to new growth and recoverable costs at the collection rate from new growth were outlined. Residential permit numbers from 2010 to 2024 were provided, averaging 1,220 units per year. Permit statistics for 2024 and 2025 include median square footage, builder-reported valuation, and median price. Home comparisons show permit fees and sales prices for various addresses.

Address	Subdivision	Heated SF	Permit Fees	Sales Price
914 Coffee	Midtown	1489	\$ 12,140.44	\$ 298,845
919 Coffee	Midtown	1539	\$ 7,807.44	\$ 312,195
3307 Fredrick	Edelweiss	1504	\$ -	\$ 299,900

End User Costs and City Collections: Detailed information on home buying costs, living expenses, and city yearly revenue from property taxes, water, and sewers were provided. Potential rate increases for roadways, water, and wastewater were mentioned.

Affordable Housing Programs and Considerations: Affordable housing programs include down payment assistance, rental units with LURAs, low-income housing tax credit properties, federally supported housing units, and housing choice vouchers. Considerations included home price, impact fees, and fee reduction mechanisms.

Development and Homebuyer Assistance: Discussion included development agreements with the city, homebuyer assistance program rebates, fee waivers based on target square footage, density bonuses, and deed-restricted home ownership. Target audience considerations included square footage, price, lot size and type, and income restrictions.

Impact Fees and Considerations: Home prices are market-driven. Remaining capital expenditures would come from utility rates or property taxes. Impact fees are proportionate to the cost of providing infrastructure capacity for new development units. One-time charges on new construction can only be paid on impact fee projects. Considerations included qualification criteria, benefits, duration of fee reductions, mechanisms, and property classifications.

Mayor Nichols opened for Citizen Comments.

JT Laramore, College Station, executive director of the Greater Brazos Valley Builders Association, addressed the Council. He stated that fees and permit fees affect housing affordability. He explained that each \$10,000 increase in costs requires the average person to earn an extra dollar per hour. For city employees, a 2.5% budget increase last year wasn't enough to cover these rising costs, making it harder to afford down payments and monthly housing expenses over time. Mr. Laramore believes that impact and park fees are adding to the final price of a home and thereby diminishing affordability in College Station.

Chandler Arden, College Station, representing the Government Affairs Committee of the Greater Brazos Valley Builders Association, addressed the Council regarding impact fees. He believes the Council is manipulating the housing market with fees, which have raised valuations and taxes on single-family homes and rental properties. Arden stated that Bryan had more permits than College Station since 2016 and criticized the comparison of tax rates between the cities. He argued that the higher fees make College Station less affordable and suggested that the city's market manipulation is detrimental to the community.

There being no further comments, the Citizen Comments was closed.

The Council desires staff and the action committee to refine ideas from our housing action plan, identifying fiscal impacts from various options.

Mayor Nichols recessed the Council Meeting at 9:35 p.m.

The Council Meeting was reconvened at 9:42 p.m.

7.2. Presentation, discussion, and possible action regarding a drainage maintenance update.

Emily Fisher, Public Workers Director, provided an overview of the drainage maintenance program, which maintains 133 miles of storm sewer, 43 miles of open channels, and employs 19 full-time employees. The FY 25 budget for this program is \$2,896,404. An ongoing city-wide storm sewer assessment is being conducted.

Drainage Related Capital Projects

- Milliff & Redmond Culvert Replacement
- University Oaks Culvert Replacement
- Holleman Culvert Replacement

Mrs. Fisher stated that recent storms have resulted in various incidents such as street signs being affected on rainy days and vehicles navigating through flooded streets. In the Emerald Forest area, localized issues have been identified around the Rosewood Channel. The next steps involve clearing portions of Bee Creek through Emerald Forest, working with landowners for access and future maintenance, proposing the FY 26 Drainage Maintenance Fund budget, raising the Bent Oak manhole by Water Services, and addressing the permitting and ownership of the Rosewood Channel.

Mayor Nichols opened for Citizen Comments.

David Higdon, College Station, spoke about the need to address city-wide drainage issues, particularly water drainage in low-lying areas like near Saint Joseph Orthopedic and the Elms dental clinic. He highlighted Carol Cotter's team seeking grants for improving outdated drainage systems since new construction around Emerald Forest is impacting drainage. He concluded by saying that the Homeowners Association Board and residents of Emerald Forest are ready to contribute ideas to resolve these issues.

Luke Altendorf, College Station, addressed the Council about flooding issues. He noted meetings with staff about heavy rains overwhelming Bee Creek, causing clogs and flooding up King Cole Drive. He suggested working with landowners to clear pathways and debris in the creek to improve water flow. Mr. Altendorf stressed the need for continued cooperation and funding for projects like overgrowth removal, working with volunteers, concrete repairs, and fixing a city-owned retention pond.

Cheryl Wenck, College Station, addressed the Council requesting action on issues which she believes has led to frequent flooding since around 2006 when her HOA discussed the problem with the city and circulated a petition signed by 80% of the neighborhood. She stated that eight years ago, the HOA president had more meetings and managed to remove 9 feet of silt from under Appomattox Bridge but never received the promised easement to clear some floodways on Emerald Parkway.

There being no further comments, the Citizen Comments was closed.

7.3. Presentation, discussion, and possible action regarding the Solid Waste Rate Study.

Scott Pasternak, Associate and Senior Project Manager, and Allison Eccarius, Assistant Economic Analyst and Planner, with Burns and McDonnell provided an update on the Solid Waste Rate Study covering cost of service, rate benchmarking, and proposed rates for various services.

Methodology: Involves initiation & data collection, cost of service analysis, rate design, city staff engagement.

Cost of Service: Allocation of costs to different customer classes. The current residential solid waste rate is \$20.25, indexed to CPI-U. Proposed indexing to CPI-G&T and targeted rate increases:

- Single-Family Residential: Forecasted cost per household per month is \$29.75. Proposed FY26 rate: \$22.94.
- Multi-Family Residential: Forecasted cost per household per month is \$16.10.
- Commercial Front Load: Forecasted collection & disposal cost is \$1,949,201.

Roll-Off: Total cost of service is \$974,977 with a current total cost per pull of \$442. Proposed FY26 rates include:

- Service per load fee: \$252.66
- Delivery fee: \$54.67
- Daily rental fees: \$5.67 for 20 CY, \$5.95 for 30 CY, \$6.23 for 40 CY

Rate Recommendations: Indexing rates to CPI-G&T and targeted increases for Single-Family, Multi-Family, and Roll-Off rates. Program expansion includes brush and bulky item collection for multi-family and commercial properties. Overall, rate benchmarking against other cities shows varying charges, keeping College Station's rates competitive.

8. REGULAR ITEMS

Item 8.5 was presented prior to 8.1.

8.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4596 amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 2.752 acres at 2360 Harvey Mitchell Parkway South, generally located south of the intersection of Harvey Mitchell Parkway South and Dartmouth Street.

Items 8.1 and 8.2 were presented together.

8.2. Public Hearing, presentation, discussion and possible action regarding Ordinance No. 2025-4597 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 GC General Commercial & OV Corridor Overlay to PDD Planned Development District for approximately 2.752 acres at 2360 Harvey Mitchell Parkway South, generally located south of the intersection of Harvey Mitchell Parkway South and Dartmouth Street.

Jeff Howell, Planning and Development, stated that the applicant is requesting an amendment to the Comprehensive Plan Future Land Use and Character Map from General Commercial to Urban Residential for approximately 2.752 acres, generally located south of the intersection of Harvey Mitchell Parkway South and Dartmouth Street. The Urban Residential land use designation is suitable

for a range of high-density multifamily and attached residential developments in various forms. This Comprehensive Plan Amendment aligns with a rezoning of the property to PDD Planned Development District with a base zoning of MF Multi-Family to facilitate additional residential development in the area. The applicant intends to develop single-unit dwellings on the subject property.

Mr. Howell further explained that this request seeks to rezone approximately 2.752 acres of land, typically located south of the intersection of Harvey Mitchell Parkway South and Dartmouth Street, from GC General Commercial & OV Corridor Overlay to PDD Planned Development District with a base zoning of MF Multi-Family. The tract proposed for rezoning consists of an un-platted property which is currently vacant. Originally zoned as C-1 (later renamed to GC General Commercial) with a corridor overlay in 2004, this zoning request aims to provide additional housing along the corridor. The applicant's requested change in zoning district is necessary to allow for a proposed single-unit development, which would be prohibited under the current GC General Commercial zoning. Additionally, the applicant seeks the removal of the corridor overlay, noting that no other PDD properties include the overlay and adjacent residential developments do not either. The applicant also requests a reduction in the minimum density requirement of MF Multi-Family and offers a benefit of limiting maximum building height. According to the Unified Development Ordinance, MF Multi-Family requires a minimum density of 12 units per acre and has no restriction on overall building height. The applicant plans to develop the property as a single unit dwelling residential development, including parking, driveways, detention, and a landscape buffer as depicted in the Concept Plan.

These items were heard at the May 15th Planning and Zoning Commission meeting where the Commission voted 3-1 to recommend approval.

At approximately 11:33 p.m., Mayor Nichols opened the Public Hearing.

Cheryl Wench, College Station, addressed the Council about property rezoning behind City Heights, citing ongoing flooding issues across Harvey Mitchell. She believes that overdevelopment in the area has brought about additional watershed burdens with the upcoming widening of Hwy. 6 she has great concerns about flooding in the area and asks the city to deny these requests.

There being no further comments, the Public Hearing was closed at 11:39 p.m.

(8.1) MOTION: Upon a motion made by Councilmember McIlhane and a second by Councilmember Yancy the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2025-4596, amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 2.752 acres at 2360 Harvey Mitchell Parkway South, generally located south of the intersection of Harvey Mitchell Parkway South and Dartmouth Street. The motion carried unanimously.

(8.2) MOTION: Upon a motion made by Councilmember McIlhane and a second by Councilmember Yancy the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2025-4597, 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 GC General Commercial & OV Corridor Overlay to PDD Planned Development District for approximately 2.752 acres at 2360 Harvey Mitchell Parkway South, generally located south of the intersection of Harvey Mitchell Parkway South and Dartmouth Street. The motion carried unanimously.

8.3. Public Hearing, presentation, discussion, and possible action approving Ordinance No. 2025-4598 vacating and abandoning a 2.277 acre portion of a generally 30-foot-wide Sanitary Sewer Easement, said easement lying over, across, and upon a called 374.89 acre tract of land located in the Sterrett D. Smith League Survey, as described by metes and bounds recorded in Volume 15028, Page 36 and assigned to the City of College Station in Volume 15313, Page 222 of the Official Public Records of Brazos County, Texas.

Lucas Harper, Planning and Development, explained that the requested abandonment of the sanitary sewer easement is to subdivide the property where it is located. Originally dedicated for a sanitary sewer force main, this has now been replaced by a gravity sanitary sewer main aligned with the future subdivision. The old force main and its appurtenances have been removed. The easement is about 450 feet northeast of Southern Pointe Parkway's current end, extending north to the planned Southern Pointe Subdivision's corner.

At approximately 11:46 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 11:46 p.m.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Smith the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2025-4598, vacating and abandoning a 2.277 acre portion of a generally 30-foot-wide Sanitary Sewer Easement, said easement lying over, across, and upon a called 374.89 acre tract of land located in the Sterrett D. Smith League Survey, as described by metes and bounds recorded in Volume 15028, Page 36 and assigned to the City of College Station in Volume 15313, Page 222 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

8.4. Presentation, discussion, and possible action on Resolution No. 06-12-25-8.4 establishing a steering committee for the Economic Development Master Plan update.

Brian Piscacek, Assistant Economic Development Director, stated that on May 8, 2025, City Council approved a contract with TIP Strategies, Inc., to update the City's Economic Development Master Plan. To ensure community engagement and collaboration, a steering committee of about 10 to 12 members is recommended. This committee will oversee the plan's development, encourage community input, and reflect community needs. Proposed members include the City's Economic Development Committee, chairs of the Planning & Zoning and Tourism Committees, a Texas A&M University representative, and local business representatives.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember White the City Council voted six (6) for and none (0) opposed, to approve Resolution No. 06-12-25-8.4 establishing a steering committee for the Economic Development Master Plan update. The motion carried unanimously.

8.5. Presentation, discussion, and possible action regarding an amendment to an Economic Development Agreement with FUJIFILM Diosynth Biotechnologies, LLC.

This item was presented prior to item 8.1.

Brian Piscacek, Assistant Economic Development Director, stated that due to the changing economic conditions post-COVID, the company paused expansion efforts globally. With the core of the new building done, FDBT will restart the College Station project and complete the remaining

improvements. The agreement is proposed to change in two main ways: 1) FDBT adds \$30 million to capital expenditure, a 10% increase, totaling \$330 million. 2) The completion date moves from January 1, 2025, to December 31, 2028. The agreement extends to December 31, 2040, with a maximum incentive payment of \$4,881,903 by then. The new facility will boost economic development. The subject property is within the BioCorridor area of College Station, per the 2011 Interlocal Cooperation and Joint Development Agreement with Bryan. The cities share 50-50 ad valorem tax Operations and Maintenance costs and must jointly approve all Economic Development Agreements affecting the BioCorridor.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember White the City Council voted six (6) for and none (0) opposed, to approve an amendment to an Economic Development Agreement with FUJIFILM Diosynth Biotechnologies, LLC. The motion carried unanimously.

8.6. Presentation, discussion, and possible action regarding an agreement with the Arts Council of the Brazos Valley doing business as the Arts Center of the Brazos Valley for the Levitt AMP grant application.

Jeremiah Cook, Assistant Tourism Director, stated that in 2025, a partnership with the Arts Center of the Brazos Valley to apply for the Levitt Amp Grant. This grant offers up to \$40,000 in matching funds for three years (2026-2028) to support an annual concert series at Northgate in College Station from late spring to early fall. The memorandum of understanding between the City of College Station and the Arts Center will be void if the grant is not awarded. The agreement depends on a Service Level Adjustment in the City Manager's budget for FY26, requiring \$40,000 each year funded by General Funds. If granted, funds will be budgeted via amendment.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember McIlhane the City Council voted six (6) for and none (0) opposed, to approve an agreement with the Arts Council of the Brazos Valley doing business as the Arts Center of the Brazos Valley for the Levitt AMP grant application. The motion carried unanimously.

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

Councilmember White thanked Mayor Nichols for attending the 4H Round Up.

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

Councilmember Yancy reported on the Interlocal Governmental Committee.

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

No future items at this time.

Executive Session

In accordance with the Texas Government Code the Council reconvened into Executive Session at 12:10 a.m. on June 13, 2025, to continue discussing matters pertaining to:

§551.071-Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:

- Legal advice regarding the extra territorial jurisdiction.

§551.072-Deliberation on the purchase, exchange, lease, or value of real property; to wit:

- Approximately 300 acres generally located at Corporate Parkway and Midtown Drive in the Midtown Business Park.

§551.074-Personnel, deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Manager

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

- Economic development agreement with Corinth Group, Inc.
- Economic Development agreement for a development generally located in 3100 block of Harvey Road.
- Economic development agreement for a development generally located at the intersection of FM 2154 and High Prairie Road in the City's ETJ.
- Economic Development agreement with College Station Town Center, LP.

Executive Session recessed at 1:48 a.m.

The Council directs the City Manager and the City Attorney to negotiate and finalize a settlement agreement in Texas A&M System v. Brazos Valley Groundwater Conservation District and bring it back to Council at the June 26, 2025 Council Meeting for final consideration.

12. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 1:49 a.m. on Friday, June 13, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

June 26, 2025

Item No. 6.2.

Annual Price Agreement for City-wide Landscape Maintenance and Mowing

Sponsor: Pete Caler, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract award to Incircle Management, Inc. for City-wide landscape maintenance and mowing for an amount not-to-exceed \$1,079,050.42.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends awarding the annual price agreement to Incircle Management, Inc.

Summary: Earlier this year, staff solicited proposals for all the City's mowing and landscape maintenance services (except regional parks and athletic fields). Request for Proposals solicited from contractors for mowing and landscape maintenance were divided into five (5) categories:

- 1) Facilities – city buildings and Northgate District
- 2) Electric – CSU electric substations and buildings
- 3) Water/Wastewater – CSU water and wastewater sites
- 4) Parks – including neighborhood parks and cemeteries
- 5) Finish mowing – primarily street right of way and medians

Six vendors responded to RFP 25-054. Incircle Management, Inc. was selected as the most responsible bidder to provide all city-wide mowing and landscape services. The Incircle Management, Inc. contract amount is \$1,079,050.42. The initial term of the contract is for one (1) year with the potential option to renew for four (4) additional one (1) year terms for a total of five (5) years.

Budget & Financial Summary: Operation and maintenance funds are budgeted in the General Fund (Streets, Facilities and Parks), Electric Fund, and Water/Wastewater Funds for citywide mowing needs.

Attachments:

1. Landscape Maintenance and Mowing Contract (Vendor Signed)
2. Bid Summary



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300545 PROJECT#: N/A BID#: N/A RFP#: 25-054

Project Name / Contract Description: Landscape Maintenance and Mowing Services

Name of Contractor: Incircle Management, Inc.

CONTRACT TOTAL VALUE: \$ 1,079,050.42 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)

RFP 25-054 opened on May 6th, 2025 with six bids received.

Funding is available in the landscape maintenance budget.

CRC Approval Date*: N/A (If required)* Council Approval Date*: 06/26/25 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 Form 1295: KJ

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher 6/9/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

LEGAL DEPARTMENT DATE

Jim Costa 6/9/2025
ASST CITY MGR – CFO DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

CITY SECRETARY (if applicable) DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION
GENERAL SERVICES CONTRACT**

This **General Services Contract** (“Contract”) is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation (“City”) and **INCIRCLE MANAGEMENT, INC** (“Contractor”), collectively referred as the Parties, for the following project, Annual Price Agreement for Landscape Maintenance and Mowing Services (RFP 25-054), and pursuant to the promises, representations, warranties, obligations, and consideration herein described, including monetary and non-monetary consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

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

1.1 Consideration. In consideration for the services and work performed in the Scope of Services/Work see **Exhibit A** (Scope of Services or Work) and Contractor’s Completion of work in conformity with this Contract, as well as the non-monetary consideration in the form of the Contractor’s representations, warranties, promises, and obligations contained in this Contract, the City shall pay the Contractor an amount not to exceed One-Million Seventy-Nine Thousand Fifty and 42/100 Dollars (**\$1,079,050.42**).

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

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

1.4 Term. The initial term of the Contract is for one (1) year with the potential option to renew for four (4) additional one (1) year terms for a total of five (5) years; however, it is expressly required that the Parties must mutually agree in writing (through the execution of a subsequent amendment or other revision of this Contract) to approve any renewal of this Contract.

1.5 Executed Contract. The “Notice to Proceed” will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

1.6 Special Definitions. Unless specially defined in this Contract, words used in this Contract shall be interpreted according to their common usage or meaning to result in the most reasonable application. Unless otherwise designated, the following special definitions shall apply whether a term or phrase appears in capital letters or in bolded, italicized, or underlined print:

- (a) “Business Day”** means a day other than a Saturday, Sunday, or holiday recognized by the City, and unless described by this Contract as a “Business Day,” a “day” herein described shall mean a calendar day.

- (b) **“City”** means the City of College Station, Texas, a signing Party to this Contract, including its elected officials, appointed officials, officers, employees, representatives, agents, successors and permitted assigns.
- (c) **“City Council” or “Council”** means the City Council of the City of College Station, Texas, the governing body of the City.
- (d) **“City Manager”** means the City Manager of the City of College Station, Texas.
- (e) **“Contract” or “Agreement”** means this General Services Contract including all attached exhibits approved and executed by the signing Parties.
- (f) **“Contractor”** means the Contractor as described above, a signing Party to this Contract, including its directors, officers, members, managers, partners, employees, representatives, agents, subcontractors, successors, and permitted assigns.
- (g) **“Contractor Business Records”** means the business records created or maintained by the Contractor (or on its behalf) regarding the performance of this Contract that the City reasonably needs to inspect, copy, and review to determine Contractor compliance with this Contract.
- (h) **“Default”** means the conduct, act, or omission by a Party which constitutes a breach or violation of a duty, obligation, representation, or responsibility imposed on that Party by this Contract. Default is synonymous with material default as used in this Contract.
- (i) **“Insurance Coverage”** includes not only commercial insurance coverage but also risk pool coverage as allowed by law.
- (j) **“Party”** means a signing Party to this Agreement. The signing Parties to this Contract collectively are the City and the Contractor.
- (k) **“Project”** means the City’s project made the subject of this Contract, as defined by the Scope of Work or Services described in this Contract in **Exhibit A**.
- (l) **“Scope of Services or Work”** means the services, goods, and work described in this Contract for the City’s Project, as described in **Exhibit A**.

1.7 Interpretation.

- (a) Unless otherwise designated in this Contract, the past, present, or future tense shall each include the other, the masculine or feminine gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.
- (b) All statements made in the preamble and preliminary recitals of this Contract and all attached documents are incorporated by reference. The following documents

are attached to this Contract as exhibits: **Exhibit A** – Scope of Services/Work; **Exhibit B** – Payment Schedule; and **Exhibit C** – Certificates of Insurance.

ARTICLE II CHANGE ORDER

2.1 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

- (a) City Manager Approval.** When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$50,000. A change order resulting in a revised Contract amount exceeding \$50,000 may be subject to additional statutory requirements as applicable; and

When the original Contract plus all change orders is greater than \$50,000 but less than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total Contract amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount; and

- (b) City Council Approval.** When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000. For such contracts, when a change order exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.
- (c) Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services/Work and an increase in the amount listed in Article I of this Contract shall be made and approved by the City prior to the Contractor providing such services or work or the right to payment for such additional services or work shall be waived.
- (d) Dispute.** If there is a dispute between the Contractor and the City respecting any service or work provided or to be provided hereunder by the Contractor, including a dispute as to whether such service or work is additional to the Scope of Services or Work included in this Contract, the Contractor agrees to continue providing on

a timely basis all services or work to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services or Work. The Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance but shall be entitled to a work product as in the Scope of Services or Work. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.2 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work or services on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work or services on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV INSURANCE

4.1 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, sufficient insurance coverage, as herein described, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

4.2 The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance coverage policies are attached in **Exhibit C**. During the term of this Contract, Contractor's insurance policies shall meet the minimum requirements of this section.

4.3 Types. Contractor shall acquire and maintain for Contract duration the following types of insurance:

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

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and delivered to the City in a timely manner according to this instrument.
- (b) Certificates of Insurance and endorsements shall be furnished and delivered to the City on the most current State of Texas Department of Insurance-approved forms to the City's Representative no later than 3 days before this instrument is submitted for final approval and execution by the City; shall be attached to this Contract as **Exhibit C**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- (e) The City will not accept "claims made" policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for death, bodily injury, and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance before the execution of this contract by the City.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for death, bodily injury, and property damage.
- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos operated by the Contractor on (i) City property, (ii) the job or work site associated with or related to the business purpose or Scope of Services/Work described by this Contract, (iii) any other property or road in performance of this contract.

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

- (a) Employer’s Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY”.

ARTICLE V INDEMNIFICATION AND RELEASE

5.1 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys’ fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

5.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members,

officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party. There shall be no additional release other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VI GENERAL TERMS

6.1 Performance. Contractor, its officers, employees, associates, representatives, agents, subcontractors, successors, permitted assigns and other representatives expressly warrant and represent that they shall perform all the work and services described in the Scope of Services or Work in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor and its aforesaid representatives shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.2 Termination.

(a) **Termination for Convenience.** The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work and services performed provided Contractor is not in default of this Contract. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work and services performed and expenses incurred before the date of termination, provided the Contractor is not in default of this contract.

(b) This **Contract** also may be terminated: (a) by the City upon a default committed by the Contractor; (b) by a subsequent written termination Contract executed with the mutual consent of the contracting Parties; and (c) at the conclusion of the Contract term, unless the Contract term is extended by a written amended Contract executed with the mutual consent of the contracting Parties as herein required.

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

6.4 Amendment. This Contract may only be amended by written instrument approved and executed by the Parties.

6.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project made the basis of this Contract. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA) regarding the Contractor's performance, operations and activities pursuant to this Contract. The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA. Nothing in this Contract shall be construed to alter or affect the obligation of the Contractor to comply with any applicable federal or Texas statute, rule, or regulation, and any applicable local ordinance, rule, or regulation regarding the performance of this Contract or the Contractor's operations and activities regarding the project made the subject of this Contract, and further, the parties would show that prior to the approval of this Contract by the City, the Contractor has submitted to the City: (a) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code; and (b) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code.

6.7 Waiver of Terms. No waiver or deferral by either Party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition. Also, no waiver of a default occurs if a non-defaulting Party fails to immediately declare a default or delays in taking any action regarding a default committed by a defaulting Party.

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

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

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

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

6.12 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto. The Effective Date is the date the last signing Party executes this Contract.

6.14 Notice. Any official notice under this Contract will be sent to the following addresses:

CITY OF COLLEGE STATION

Attn: Ronnie Loper
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
Rloper@cstx.gov

INCIRCLE MANAGEMENT, INC.

Attn: Henry Jung
5992 Mahotea Boone Trail
Westlake, TX 76262
incircleoffice@gmail.com

6.15 Governmental Immunity. This Contract is subject to the proper application of the doctrine of governmental immunity.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity, and further, copies of this complete and fully executed Contract (including copies of signatures) shall have the same force and effect as an original.

6.17 Exhibits. All exhibits to this Contract are incorporated and made part of this Contract for all purposes.

6.18 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

- (a) **Boycott Israel.** If this Contract is for goods and services subject to § 2271.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;
- (b) **Boycott Firearms.** If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) **Boycott Energy Companies.** Subject to § 2276.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

6.19 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at

VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

6.20 Default.

- (a) The City may declare a Default of this Contract if the Contractor commits a Default of this Contract and fails to cure the default during an authorized cure period as herein described.
- (b) If the City declares a Default of this Contract, it is agreed that the City may modify or terminate this Contract, and the City, in such event, shall be entitled to pursue all remedies allowed or authorized by law, equity, or this Contract.
- (c) The City shall notify the Contractor of a Default in writing, and the Parties agree as follows: (i) the default notice shall specify and reasonably explain the basis for the declaration of default; (ii) regarding an authorized opportunity to cure, the Contractor shall have 10 days from the receipt of the default notice to cure the default; (iii) where fulfillment of any obligation requires more than 10 days, the Contractor's performance shall be commenced within 10 days after the default notice receipt and such performance shall be diligently continued until the default is cured; and (iv) however, if such default cannot be cured, or cannot be cured within 45 days from the date of the default notice receipt, the Contractor shall be liable for and will promptly perform under this Contract and pay to the City within 60 days from receipt of the default notice all amounts due the City for the default as described in this Contract.
- (d) Should a Default be committed by the Contractor, the City may pursue and recover all remedies authorized by law, equity or this Contract, including: (i) termination of this Contract; (ii) litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; (iii) equitable relief or extraordinary relief, including all authorized injunction, specific performance, and mandamus relief; and (iv) all authorized remedies for the (a) recovery of all accrued monetary amounts due the City but not paid by the Contractor to the City under this Contract, and (b) recovery of the City's reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the City as allowed by law.
- (e) Should a Default be committed by the City, the Contractor may pursue and recover all remedies authorized by law, equity, or this Contract, including: (i) termination of this Contract; (ii) litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; (iii) equitable relief, specific performance, or extraordinary relief, including all authorized injunction and mandamus relief; and (iv) recovery of the reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the Contractor as allowed by law.

6.21 Alternative Dispute Resolution. No suit shall be filed by a Party regarding a dispute arising under or related to this Contract unless the Parties first attempt to submit the dispute to

mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Contract, however, a Party may file suit solely for injunction or mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in Brazos County, Texas, within 30 days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509, (800) 733-9529.

List of Exhibits

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

INCIRCLE MANAGEMENT, INC.

CITY OF COLLEGE STATION

By: Henry Jung
Title: President

By: _____
City Manager
Date: _____

Printed Name: Henry Jung
Date: 6/6/2025

APPROVED:

City Attorney
Date: _____

Jim Costa

Assistant City Manager/CFO
Date: 6/9/2025

EXHIBIT A
SCOPE OF SERVICES/WORK

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

Hours of Service. The Contractor shall perform the Services or a between 7:00 a.m. and 6:00 p.m. on Monday through Saturday.

Contractor's Employees. The Contractor agrees its employees will at all times, present a neat, clean and uniform appearance while working on City premises. The Contractor shall only use competent employees. The Contractor will replace any employee at the City's request.

The Contractor's employees working at City premises shall not:

- (1) have a felony conviction in the last ten (10) years
- (2) be under a felony indictment
- (3) have felony criminal charges pending
- (4) be without legal documentation authorizing the employee to work in this country

Crew Leader. The Contractor will provide a competent crew leader while working on City premises. The crew leader must have full authority to act for the Contractor and be able to receive, communicate, and execute requests from the City Representative.

D. City Representative. The City's authorized representative shall be the Public Works Superintendent.

E. City Locations – As referenced in RFP 25-054

F. Services. As referenced in RFP 25-054

EXHIBIT B
PAYMENT SCHEDULE

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

For an amount not to exceed: \$1,079,050.42. See Bid Form attached

**EXHIBIT C
CERTIFICATES OF INSURANCE**

REQUEST FOR PROPOSALS RFP NO. 24-054
Annual Agreement for
Landscaping Maintenance and Mowing Services
Opening May 6, 2025
at 2:00 pm

Responding Supplier	Response Total
Earthworks Landscape and Maintenance LLC	\$1,260,870.26
Green Teams, Inc.	\$1,295,496.47
Incircle Management Inc	\$1,079,050.42
Landmark Landscape Group (Landmark Operationing Company)	\$1,201,093.00
Texas Landscape Creations	\$1,585,847.94
Yellowstone Landscape	\$1,210,565.46

June 26, 2025

Item No. 6.3.

SH6 Widening Utility Relocates Design Contract Amendment

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a change order to the design contract with Mitchell & Morgan, LLP for additional design work for the relocation of City utilities in advance of TxDOT's SH6 Widening Project, not-to-exceed \$466,279.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This change order is for additional design services to address new utility conflicts with TxDOT's proposed storm sewer modifications to the SH6 construction plans. The original contract scope of services included a total of 25 conflicts. Additional design submittals from TxDOT have required investigation of 48 additional conflicts. Of those new conflicts, 20 have been cleared but 28 conflicts remain requiring redesign. Timeliness is of the utmost important in this project as TxDOT has already bid the work and provided the City with critical dates that infrastructure needs to be relocated by.

Budget & Financial Summary: A combined budget of \$4,275,000 is included in the Water and Wastewater Capital Improvement Projects Funds for these projects. A combined total of \$898,813 has been spent or committed to date, leaving a combined balance of \$3,376,187 for this change order and related costs.

Attachments:

1. SH 6 Utility Relocates Scope for New Conflicts
2. SH 6 Utility Relocates Location Map 2025
3. SH 6 Utility Relocates M&M Change Order



Susan Monnat, P.E.
Project Manager
City of College Station
P.O. Box 9960,
College Station, Texas 77842

April 28, 2025

Re: Proposal to Provide Engineering Design and CMT services for New Conflicts Added for the State Highway 6 Widening & Utility Relocates Project in College Station, Texas

Dear Susan,

Thank you for the opportunity to provide professional engineering services for the State Highway 6 Widening & Utility Relocates in College Station, Texas. As discussed, we have researched the data from the revised Utility Conflict Matrices (UCMs) received from Lamb-Star on 7/2/24 and the subsequent plan set received from Lamb-Star on 12/18/24 to determine what new conflicts have been created with the redesign of the storm sewer system on the latest modifications to the SH6 construction plans.

Our original scope of work included Engineering Design, Special Services, Survey and SUE work for 25 conflicts. In October 2024 we sent a \$6,000 change order to investigate these 48 new conflicts identified on the new Utility Conflict Matrix (UCM). We also sent a no cost change order in October 2024 to perform SUE and survey work to further investigate these new conflicts. We were able to utilize SUE and survey costs from the original contract to perform this work.

Listed below are the new conflicts that were added to the Original Scope and those that have been cleared. The following items are new conflicts that we have been able to verify as actual conflicts:

16 New Conflicts

Water

W2-106
W2-108
W2-117
W2-127
W2-133
W2-136
W2-139
W2-157
W2-160
W2-169
W2-171
W2-210
W2-255
W2-260
W2-265

Wastewater

WW2-140

The following items are ones that are conflicts but minor that required additional SUE or survey to further verify as conflicts:

12 New Conflicts - Minor

<u>Water</u>	<u>Wastewater</u>
W2-107	WW2-150
W2-111	WW2-165
W2-116	WW2-181
W2-126	
W2-143	
W2-146	
W2-156	
W2-158	
W2-167	

We have verified that an additional 20 new conflict locations identified are clear and not a conflict.

We have prepared a preliminary engineer’s estimate for the construction cost for the 16 new conflicts and the 12 new minor conflicts. The preliminary construction cost for this new work is approximately \$5,000,000 to remedy the water conflicts and approximately \$900,000 to remedy the new wastewater conflicts.

Our design fee for this new scope of services is as follows:

Engineering Design:	
Preliminary	\$135,227
Final	\$251,137
Construction Phase Services	\$ 34,787
Special Services:	
Utility Conflict Matrix Updates	\$ 8,800
Reimbursement Agreements	\$ 6,600
Construction Material Testing	<u>\$ 29,728</u>
	\$466,279

We are requesting with this new scope an additional 150 calendar days to our contract.

If there are other services that you desire, we will provide those services on an hourly basis at the rates described below.

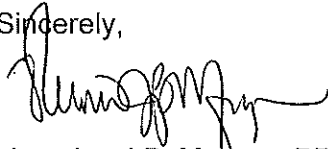
Hourly Rates:

Sr. Professional Engineer – Project Coordination.....	\$185/hr
Principal Design Engineer	\$175/hr
Sr. Professional Design Engineer	\$140/hr
Jr. Professional Design Engineer	\$125/hr
Staff Planner	\$100/hr
Project Manager.....	\$100/hr
GIS Technician.....	\$90/hr
Civil Designer	\$90/hr

Sr. EIT \$90/hr
 Jr. EIT \$80/hr
 Drafter \$75/hr
 Administrative \$65/hr

Services not utilized will not be billed. If you would like us to add services other than those listed, they may be added at the above listed hourly rates. Mitchell & Morgan, LLP will work diligently to provide these services in a timely manner and will begin work immediately upon a Notice to Proceed. Please let us know if you have any questions or comments. We really look forward to working with you on this project.

Sincerely,



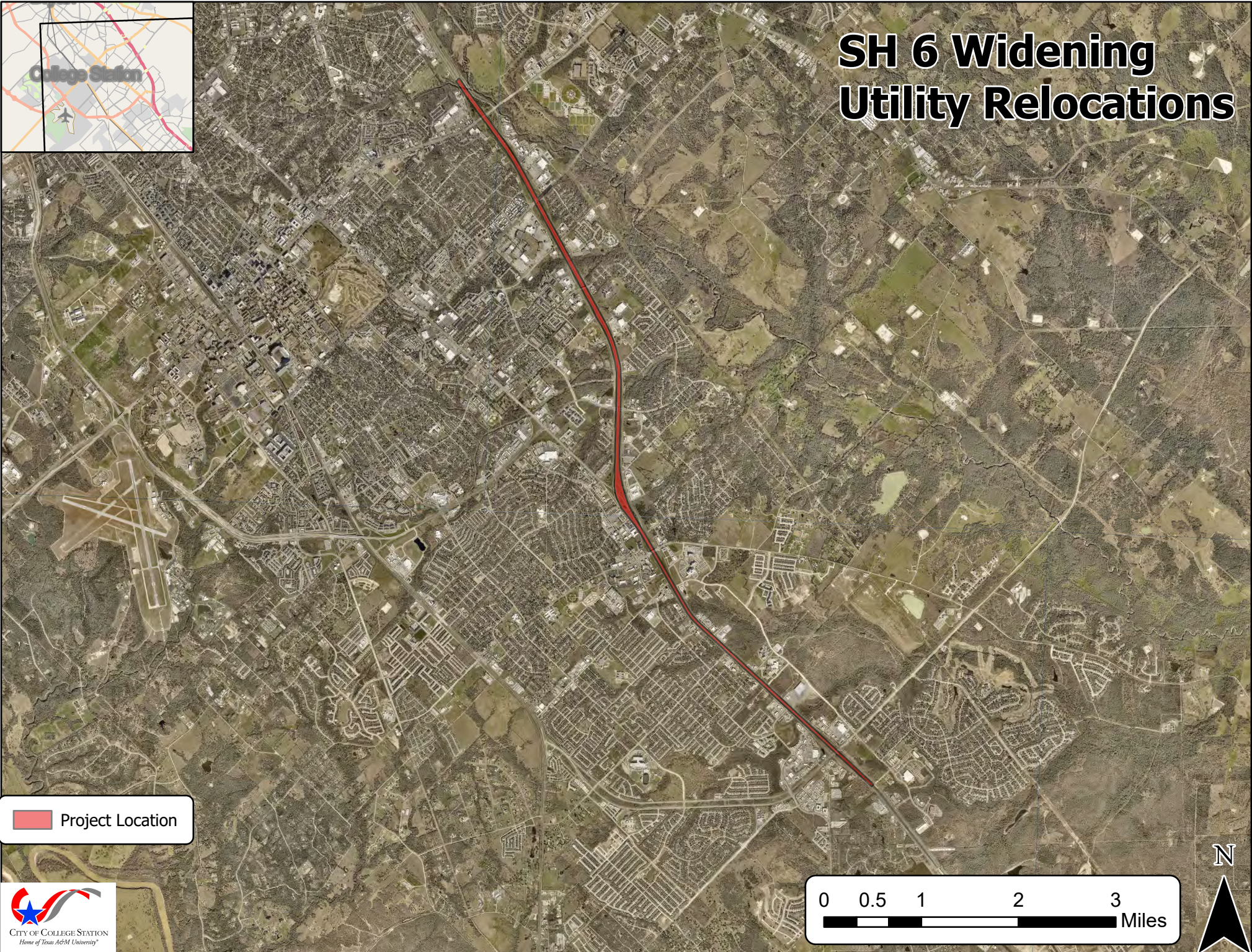
Veronica J.B. Morgan, PE, CFM
 Managing Partner

cc: file

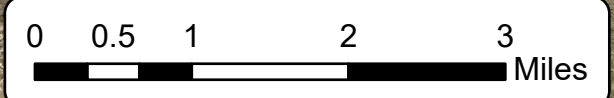
Here is the breakdown per CSJ.

TOTALS						
	CSJ W 49	CSJ W 50	CSJ WW 49	CSJ WW 50		TOTALS
Preliminary Design	\$ 73,525.00	\$ 38,623.00	\$ 23,045.00	\$ 34.00		\$ 135,227.00
Final Design	\$ 136,547.00	\$ 71,728.00	\$ 42,798.00	\$ 64.00		\$ 251,137.00
CPS	\$ 18,783.00	\$ 10,635.00	\$ 5,360.00	\$ 9.00		\$ 34,787.00
UCM	\$ 4,350.01	\$ 1,650.00	\$ 1,975.00	\$ 825.00		\$ 8,800.00
Reimbursements	\$ 4,500.00	\$ -	\$ 2,100.00	\$ -		\$ 6,600.00
CMT	\$ 17,539.00	\$ 4,757.00	\$ 4,459.00	\$ 2,973.00		\$ 29,728.00
	\$255,244.00	\$127,393.00	\$79,737.00	\$3,905.00	TOTAL	\$ 466,279.00

SH 6 Widening Utility Relocations



 Project Location



CHANGE ORDER NO.: 1 DATE: 5/28/2025 Contract # 23300649
PO #: 23204260 PROJECT: Highway 6 Widening and Utility Relocates RFP/RFQ/ITB# RFQ 23-040

OWNER:
City of College Station
P.O. Box 9960
College Station, Texas 77842

CONTRACTOR:
Mitchell & Morgan, LLP
3204 Earl Rudder FWY S.
College Station, TX 77845

PURPOSE OF THIS CHANGE ORDER:
A. This change order is for design services for new conflicts created by TxDOT's redesign of the storm sewer system on the latest modifications to the SH6 construction plans. The original scope of services was for 25 conflicts. Additional design submittals from TxDOT have required investigation of 48 additional conflicts. Of those 20 have been cleared but 28 conflicts remain requiring redesign. Timeliness is of the utmost important in this project as TxDOT has already bid the work and provided the City with critical dates that infrastructure needs to be relocated by.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
5	EA	Civil Design	\$1.00	374885	761249	\$386,364.00
7	EA	Construction Phase Services	\$1.00	110127	144914	\$34,787.00
8	EA	Construction Material Testing	\$1.00	72050	101778	\$29,728.00
CO1.1	EA	Utility Conflict Matrix Update	\$1.00	0	8800	\$8,800.00
CO1.2	EA	Reimbursement Agreements	\$1.00	0	6600	\$6,600.00
					TOTAL	\$466,279.00

THE NET AFFECT OF THIS CHANGE ORDER IS 55% INCREASE.

UPDATE :	LINE 1 WTWOC - 6581	WA2205 DESIGN	\$255,244.00	
	LINE 2 SCWOC - 6590	WW2305 DESIGN	\$79,737.00	
	LINE 3 WTWOC - 6581	WA2206 DESIGN	\$127,393.00	
	LINE 4 SCWOC - 6590	WW2306 DESIGN	\$3,905.00	
	TOTAL CHANGE ORDER		\$466,279.00	
	ORIGINAL CONTRACT AMOUNT		\$852,307.15	
	CHANGE ORDER NO. 1		\$466,279.00	55% CHANGE
	REVISED CONTRACT AMOUNT		\$1,318,586.15	55% TOTAL CHANGE
	ORIGINAL CONTRACT TIME		366	Days
	REVISED CONTRACT TIME		150	Days
			516	Days
	SUBSTANTIAL COMPLETION DATE		12/31/2028	
	REVISED SUBSTANTIAL COMPLETION DATE		5/30/2029	

APPROVED

<u>Joel Mitchell</u>	5/30/2025	<u>Jennifer Cain</u>	5/30/2025
A/E CONTRACTOR	Date	DEPARTMENT DIRECTOR	Date
		<u>[Signature]</u>	5/30/2025
		ASST CITY MGR - CFO	Date
<u>Susan Monnat</u>	5/30/2025	<u>John A. Haislet</u>	5/30/2025
PROJECT MANAGER	Date	CITY ATTORNEY	Date
		CITY MANAGER	Date



Susan Monnat, P.E.
Project Manager
City of College Station
P.O. Box 9960,
College Station, Texas 77842

April 28, 2025

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WW2-140

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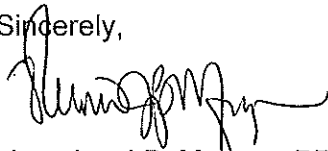
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Sr. EIT \$90/hr
 Jr. EIT \$80/hr
 Drafter \$75/hr
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Sincerely,



Veronica J.B. Morgan, PE, CFM
 Managing Partner

cc: file

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CMT	\$ 17,539.00	\$ 4,757.00	\$ 4,459.00	\$ 2,973.00		\$ 29,728.00
					TOTAL	\$ 466,279.00

June 26, 2025

Item No. 6.4.

Howdy Enterprises, LTD Franchise Agreement - Second Reading

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC:

Agenda Caption: Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Howdy Enterprises, LTD, for the collection of recyclables from commercial and multifamily locations.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

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

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

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

Counting Howdy Enterprises, LTD, the city has a total of eighteen (18) franchised haulers. This list can be found on the city's website under Public Works.

Budget & Financial Summary: N/A

Attachments:

1. Howdy Enterprises, LTD Franchise Agreement (Vendor Signed)



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300521 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Waste Recycling Franchise Agreement

Name of Contractor: Howdy Enterprises, LTD

CONTRACT TOTAL VALUE: \$ N/A Grant Funded Yes No
If yes, what is the grant number:

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

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

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

CRC Approval Date*: N/A (If required)* Council Approval Date*: 6-12-25 & 6-26-25 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

Emily Fisher 5/27/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

MAYOR (if applicable) DATE

CITY SECRETARY (if applicable) DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

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

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

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

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

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

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ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

- 1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 **TAC** means the Texas Administrative Code now and as amended.
- 1.18 **TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

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

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
- b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
- c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

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

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

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

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

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

ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
 - b. Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
 - c. Any other information concerning the collections as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT

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

ARTICLE VIII. PLACEMENT OF RECEPTACLES

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

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.
- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWMA, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.
- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

- 15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.
- 15.2 Termination.**
- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.
 - b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
 - c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.
- 15.3 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.
- 15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

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

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

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

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

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

City of College Station
Attn: Caroline Ask
PO BOX 9960
College Station, TX 77842
cask@cstx.gov

HOWDY ENTERPRISES, LTD
Attn: Sarah Scardella, CAO
4256 Hwy 21 West
Caldwell, TX 77836
sarah.scardella@howdyenterprise.com

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

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

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

- a. First Consideration & Approval on the 12th day of June, 2025.
- b. Second Consideration & Approval on the 26th day of June, 2025.

HOWDY ENTERPRISES, LTD

By: Sarah Scardella

Printed Name: Sarah Scardella

Title: **Owner/Member**

Date: 5/22/2025

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A. SCHEDULE OF RATES

- I. Contractor's base rate - ROLL OFF DELIVERY – \$195.00, ROLL OFF HAUL RATE (SWAP OR PICKUP) \$625.00, DISPOSAL RATE \$75.00/TON, and may increase, depending on a variety of conditions, including but not limited to:
 - a. Location of Customer
 - b. Impact on Existing Routes
 - c. Ingress and Egress Capabilities
 - d. Special Requests by Customers
 - e. Frequency of Collections
 - f. Volume of Materials
 - g. Type of Materials
 - h. External Contributing Conditions of Market Costs

EXHIBIT B. INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

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

IV. Business Automobile Liability

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

V. Workers' Compensation Insurance

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

EXHIBIT C. CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2025

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

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

PRODUCER Acisure Texas Risk Advisors & Insurance Services, LLC 5057 Keller Springs Rd. Suite 200 Addison TX 75001 License#: BR-1797482 QPENERG-01	CONTACT NAME: Jessica Molina PHONE (A/C No. Ext): 800-880-6689 E-MAIL ADDRESS: jmolina@acisure.com		FAX (A/C, No): 210-696-8414
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Howdy Enterprises Ltd dba Howdy Kan; Howdy Disposal LLC 4256 State Hwy 21 W Caldwell TX 77836-7797	INSURER A: Nautilus Insurance Company		17370
	INSURER B: Great Divide Insurance Company		25224
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 273771363 **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"/> ContractorsPollu GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ECP2041339-11	9/8/2024	9/8/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP2041334-11	9/8/2024	9/8/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FFX2041340-11	9/8/2024	9/8/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

GENERAL LIABILITY/CONTRACTORS POLLUTION:
 Form #CG2010 1001, Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization: endorsement provides Additional Insured status to the certificate holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.
 Form #CG2037 1001, Additional Insured - Owners, Lessees or Contractors - Completed Operations: endorsement provides See Attached...

CERTIFICATE HOLDER **CANCELLATION**

City of College Station Attn: Risk Management P O Box 9960 College Station TX 77842 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jimmy Irwin
---	--

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ADDITIONAL REMARKS SCHEDULE

AGENCY Acrisure Texas Risk Advisors & Insurance Services, LLC		NAMED INSURED Howdy Enterprises Ltd dba Howdy Kan; Howdy Disposal LLC 4256 State Hwy 21 W Caldwell TX 77836-7797	
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

Additional Insured status for completed operations to the certificate holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #ECP 1246 01 21, Additional Insured - Owners, Lessees or Contractors - Automatic Status - Ongoing Operations - Coverage A, B, D.1 and D.4: endorsement provides Additional Insured status on a Primary Non-Contributory basis for ongoing operations to the certificate holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #ECP 1248 01 21, Additional Insured - Owners, Lessees or Contractors - Automatic Status - Completed Operations - Coverage A, D.1 & D.4: endorsement provides Additional Insured status on a Primary Non-Contributory basis for completed operations to the certificate holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #ECP 1260 01 21, Waiver of Subrogation - Automatic Status - Coverage A, B & D: endorsement provides a Waiver of Subrogation to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #ECP 1234 10 21, Notice of Cancellation to Designated Person or Organization - 30 Days

AUTOMOBILE:

Form #BSUM CA 06 02/2013, Business Auto - Additional Insured When Required By Contract Or Agreement: provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #CA 04 49 11/2016, Primary and Noncontributory - Other Insurance Condition - Blanket: provides Additional Insured on a Primary and Non-Contributory basis to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #CA 04 44 10/2013, Waiver of Transfer of Rights of Recovery Against Others To Us: provides Waiver of Subrogation to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #CA9948 1013, Pollution Liability - Broadened Coverage For Covered Autos - Business Auto And Motor Carrier Coverage Forms

Form #BSUM CA 02 02 13, Earlier Notice of Cancellation - 30 Days.

Form #MCS90 (4/2000) The Auto Liability Policy includes an endorsement providing 30 Days Notice of Cancellation will be furnished to the FMCSA. Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington D.C.).

EXCESS LIABILITY:

Form #FFX 8000 02 22 Follow Form Excess Liability Coverage Form: Coverage follows the terms, definitions, conditions and exclusions of Scheduled Underlying Insurance, (General Liability, Contractors Pollution Liability, Auto Liability and Employers Liability) subject to the Policy Period, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy.

Form #FFX 00734 0517, Notice of Cancellation By Us To Third Party - Blanket: 30 days before the effective date of cancellation by us.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2025

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 Accretive Global Risk Advisors, LLC dba Libertate Insurance Services 20 N. Orange Avenue, Suite 500 Orlando, FL 32801 www.libertateins.com	CONTACT NAME: EASI of Texas, Inc.	
	PHONE (A/C. No. Ext): 956-454-8884	FAX (A/C. No.): 830-522-4588
E-MAIL ADDRESS: asmith@borpeo.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Clear Spring Casualty Insurance Company		11703
INSURED Howdy Enterprises, Ltd 3615 Broadway Street, Suite 2 San Antonio TX 78209		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 85333048

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	CSWC02456602	3/18/2025	3/18/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

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

THIS CERTIFICATE CONFERS NO ADDITIONAL INSURED RIGHTS UPON THE CERTIFICATE HOLDER.

Waiver Of Subrogation In Favor Of Certificate Holder As Per Written Contract

CERTIFICATE HOLDER

Howdy Enterprises, Ltd

 City of College Station
 Attn: Risk Management
 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

Paul R. Hughes

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ACORD 25 (2016/03)

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

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

2. 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.)

Effective Date: 03/18/2025

Policy No: CSWC02456602

Endorsement No.:

Insured: Howdy Enterprises, Ltd

Premium:

Insurance Company: Clear Spring Casualty Insurance Company Countersigned by:

WC 42 03 04 B
(Ed. 6-14)

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

Blanket Waiver of Subrogation as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement	Effective Policy No.		Endorsement No. 85333048
Insured Howdy Enterprises, Ltd	CSWC02456602		Premium
Insurance Company	Countersigned by _____		
3/18/2025			
3/18/2026			

WC 00 03 13
(Ed. 4-84)

5/15/2025

June 26, 2025

Item No. 6.5.

Contract Amendment 2 for Electrical Engineering Services for the Transmission and Distribution Electric Line Relocations for TxDOT's SH 6 Widening Project

Sponsor: Glenn Gavit

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on approval of a contract amendment with McCord Engineering, Inc. due to project scope revisions and additional changes to the electric facilities' "cleared and conflicts" list related to TxDOT's Highway 6 Widening Project. This amendment will increase the contract by \$325,000 for a new not-to-exceed amount of \$1,025,000.

Relationship to Strategic Goals:

Financially Sustainable City

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of Amendment 2 to increase the contract with McCord Engineering for the SH 6 Widening project by \$325,000 for a new not-to-exceed amount of \$1,025,000.

Summary: The City of College Station Electric Department is required to relocate electric facilities in conflict with TxDOT's State Highway (SH) 6 Expansion Project CSJ#1 from the city limit line between the cities of College Station and Bryan to the intersection of SH 6 and Business 6.

The original contract with McCord Engineering was approved by Council on July 21, 2022. On May 9, 2024, council approved Amendment 1 to increase the contract to \$700,000 and extend the completion date to April 1, 2026. Amendment 2 will increase the contract to a not-to-exceed amount of \$1,025,000 due to ongoing TxDOT revisions in the project scope, timeline, and identified electric facility conflicts.

Budget & Financial Summary: Funds are available as budgeted and approved in the Electric Utility's annual budget and in the Electric Utility Capital Improvement Projects Fund for professional services related to electric capital improvement projects.

Attachments:

1. 22300604_AMD2--LKP_(CC_6.26.25)



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 22300604AMD 2 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: TXDOT Highway 6 Expansion- Transmission & Distribution Line Relocation CSJ 1

Name of Contractor: McCord Engineering Inc.

CONTRACT TOTAL VALUE: \$ 1,025,000.00 **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** Amendment 2

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Amendment 2 will revise the Scope of Work and add \$325,000 to the contract value.

Funding Source will be Electric Capital Projects. This contract is exempt from the City's Request for Qualifications
Original City Council Contract Approval July 14, 2022, item 7.5; Amendment 1 approved 05.09.25

CRC Approval Date*: 05/21/2025 *(If required)** **Council Approval Date*:** 06/26/25 **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

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

**AMENDMENT NO. 2
CONTRACT FOR TXDOT HIGHWAY 6 EXPANSION –
TRANSMISSION AND DISTRIBUTION LINE RELOCATIONS – CSJ 1 (C#22300604)
CITY OF COLLEGE STATION AND MCCORD ENGINEERING, INC.**

THIS AMENDMENT NO. 2 to Contract No. 22300604 (“Amendment No. 2”) is made and entered into by and between CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation (City) and MCCORD ENGINEERING, INC. (Consultant), each individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties agree to make certain changes to the above-referenced Contract due to TXDOT’s continued project timing revisions and additional changes to TXDOT’s “Cleared and Conflicts” list, related to Contract No. 22300604 “TXDOT’s Highway 6 Widening Project”; and

WHEREAS, the Parties previously entered into Amendment No. 1 to Contract No. 22300604 on May 14, 2024, to revise the scope of services/scope of work, the time of performance, and the payment terms and not-to-exceed payment amounts; and

WHEREAS, the certain electric transmission and distribution utility tasks related to TXDOT’s Highway 6 Widening Project have changed and expanded, and will require additional work from the Consultant on this project; and

WHEREAS, the Parties have negotiated and agree that the Contract compensation amount and the times for performance both need to be increased and extended due to the above-described circumstances, and that said modifications will be contained in this Amendment No. 2.

NOW THEREFORE, in consideration of the foregoing mutual promises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

The Parties hereby agree to amend the following sections of the Contract as follows:

- A. **Article II** (*Payment*), the total not-to-exceed Contract dollar amount contained in Section 2.01 of the Contract is amended from “*Seven Hundred Thousand and 00/100 Dollars (\$700,000.00)*” to “*One Million Twenty-Five Thousand and 00/100 Dollars (\$1,025,000.00)*”.
- B. **Exhibit A** (*Scope of Services/Scope of Work*), of the Contract is replaced in its entirety by the revised **Exhibit A** attached to this Letter Amendment #1.
- C. **Exhibit B** (*Payment Schedule/Payment Terms*), of the Contract is replaced in its entirety by the revised **Exhibit B** attached to this Letter Amendment #1.

The 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 No. 2 in accordance with the terms of the Contract.

List of Exhibits:

- A. Scope of Services/Scope of Work
- B. Payment Schedule/Payment Terms

AGREED:

MCCORD ENGINEERING, INC.

By: Rex Woods

Printed Name: Rex Woods

Title: President

Date: 6/4/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A

ENGINEERING SERVICES SCOPE OF WORK

for

CITY OF COLLEGE STATION

**TXDOT HIGHWAY 6 EXPANSION
TRANSMISSION AND DISTRIBUTION LINE
RELOCATIONS CSJ#1 & CSJ #2**

CONTRACT EXTENSION #2

**(COCS Electric Utility Conflicts from the City of
College Station/City of Bryan Limit Line to
~~Business 6~~ *North of William D. Fitch Parkway*)**

McCord Engineering, Inc.
Registration No. F-2664
916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356

**ENGINEERING SERVICES SCOPE OF WORK
FOR THE CITY OF COLLEGE STATION
TXDOT HIGHWAY 6 EXPANSION
TRANSMISSION AND DISTRIBUTION LINE RELOCATIONS CSJ#1 & CSJ #2
CONTRACT EXTENSION
(COCS Electric Utility Conflicts from the City of College Station/City of Bryan Limit Line to
~~Business 6 North of William D. Fitch Parkway~~)**

SCOPE OF WORK

McCord Engineering, Inc. (MEI), shall provide engineering design and required deliverables to facilitate the necessary relocation of all City of College Station (COCS) electric facilities in conflict with the State Highway (SH) 6 expansion project from the city limit line between COCS and the City of Bryan to the intersection of SH 6 and ~~Business 6 North of William D. Fitch Parkway~~. Existing COCS electric facilities that are included in this contract scope and subsequent TXDOT CSJ#1 and CSJ #2 are:

1. 138 kV Transmission line crossing at SH 30/Harvey Road.
2. Distribution power lines either side of SH 6 at SH 30/Harvey Road.
3. 138 kV transmission pole and distribution pole at the intersection of SH 30 and Associates Avenue.
4. Distribution power lines crossing at the following locations:
 - a. Holleman/Switch Station Road
 - b. Jack Winslow Body Shop/Birmingham Road URD
 - c. Brethren Church Hendrix Crossing
 - d. *Southwest Parkway*
 - e. *Southern Plantation Drive*
5. 138 kV Transmission and distribution crossing at Central Park Lane and Providence Parkway.
6. Distribution power lines at/near
 - a. University Drive and Harvey Road.
 - b. *Eagle Avenue & Hillier Funeral Home*
 - c. *Barron Road*
 - d. *Living Hope Baptist Church*
 - e. *Private Drive A&D (IHOP / First Financial Bank)*
 - f. *Scott & White Hospital*
7. *Guyed poles along SH6 between Harvey Road and Switch Station Road*

Due to the inability to cross SH 6 with a new transmission line at Harvey Road, COCS is required to reroute the existing 138 kV overhead transmission line from Switch to Post Oak Substation. MEI shall provide all electrical engineering design plans, plan and profile drawings, pole specifications, and foundation designs for the proposed transmission line relocation. MEI shall provide bid documents for construction of the transmission line relocation and materials provided by the COCS, as well as inspection services during construction. MEI shall provide underground or overhead Hendrix power line plan and profile drawings for each of the distribution overhead power line crossings that are required to be converted to underground crossings or remain overhead using Hendrix wire construction.

I. 138 kV Transmission Line Project Details and Scope of Work

COCS is required to relocate the existing 138 kV transmission line currently traversing from Switch Station to Post Oak Substation due to the State Highway 6 Expansion Project. The following scope of work outlines work MEI has completed and estimates the remaining work needed to facilitate the design, contractor and material procurement, inspection, and energization of the new overhead transmission line route. The removal of the existing transmission line is included in the scope as well.

A. The following items have been completed:

1. MEI has completed work in conjunction with COCS and determined a viable route for the new transmission line.
2. MEI has provided COCS information to allow procurement of any necessary new easements to facilitate the new transmission line.
3. MEI has performed field work as required for design.
4. MEI has provided preliminary submittals to COCS of the transmission line design for review and approval.
5. Based on the agreed upon transmission line design, MEI submitted a material list to COCS on January 2023 to allow timely material delivery.
6. MEI has obtained geotechnical information using third-party contractors to allow for the foundation design on self-supported poles, as required.
7. MEI has prepared construction contract bidding documents. The bid is pending issuance by COCS purchasing and review by COCS Electric. MEI will assist in their efforts to determine a construction contractor to complete the necessary relocation construction along with the removal of the existing transmission line.

B. The items below remain to be completed:

1. MEI shall perform construction management as required by COCS.
2. The following have been sent to COCS "~~Preliminary~~" for bidding purposes only. All items shall be delivered to COCS, "Approved for Construction" once the bid is awarded:
 - a. Plan view drawings using AutoCAD
 - b. Plan and Profile drawings using PLS CADD
 - c. Material List
 - d. Post Oak Substation and Switch Station ADSS plans
 - e. Sag-tension charts

- f. Hardware details
- g. Pole details
- h. Foundation details

C. Submittals

1. A 10% submittal and review meeting has been completed. COCS comments and/or recommendations have been used as the basis of the engineering design and incorporated in the final drawings provided.
2. During design 30%, 60%, and 95% submittal plans were submitted to COCS for review. COCS provided comments and/or recommendations during each review.
3. All drawings and specifications will be issued for bid, approval, or construction per schedule. Currently, drawings and specifications have been issued for bid to COCS.
4. As-Built drawings will be provided.
5. Contract Documents.
 - a. Construction Contract Exhibit – Completed
 - b. Material Contract Exhibit – Completed

D. Coordination Support

1. Attend construction meetings as required.
2. Respond to COCS's or Contractor's questions or comments, as required.
3. Assist COCS and Contractor to respond to questions or issues and approval drawings from Vendors & Subcontractors.
4. Permits
 - a. Environmental
 - b. TXDOT
5. Inspection
 - a. Assist with inspection of construction
 - b. Invoice review

E. Project Timeline

This transmission line shall be relocated and energized by ~~May~~ *December* 2025. MEI shall follow the up-to-date Wrike Schedule maintained by COCS staff.

II. Distribution Power Line Crossings Project Details and Scope of Work

- A. COCS is required to remove ~~three~~ *four* existing overhead power lines that cross SH 6. The intention is to retain these three crossings and convert one of them to underground and keep two overhead. One will be underbuilt on the new transmission line crossing SH6 at Switch Station, the other will be overhead using Hendrix construction. The design for ~~one of the~~ three crossings has been completed and is included in the bid for the reroute of the transmission line. The design for the remaining two crossings is in progress, with the project estimated to be issued for bid later in ~~2024~~ *2025*. *The below tasks have been completed for all conflicts per amendment #1. The below tasks are in progress for all conflicts per amendment #2.*
1. MEI ~~has to performed~~ the field work to obtain all necessary information to design the ~~three~~ four power line crossings and *any other conflicts as described in the TxDOT utility conflict matrix and sections identified in this amendment #2.*
 - a. MEI ~~to obtained~~ the existing power line's field information and SH 6 ground crossing profile using LiDAR placed on an Unmanned Aerial Vehicle (UAV) *or field measurements.*
 - b. MEI ~~to performed~~ the field inventory to get existing COCS pole name plates.
 2. MEI will use the field information to prepare the preliminary underground and overhead plan and profile using PLS- CADD and AutoCAD.
 3. MEI ~~has~~ and will continue to review the route and project with COCS Staff.
 4. COCS has approved the route, MEI ~~to will~~ prepare final submittal after having all existing utilities located, pot holed and GPS located horizontally and vertically. The following shall be included in the final submittals:
 - a. Plan and Profile sheets on PLS-CADD and AutoCAD.
 - b. TXDOT permit plan traffic control plan and profile drawing on AutoCAD and submit to TXDOT for review.
 - c. Construction contract exhibit to allow COCS to procure contractor.
 - d. Construction support
 - i. Attend construction meetings as required.
 - ii. Respond to COCS's or Contractor's questions or comments, as required.

- iii. Assist COCS and Contractor to respond to questions or issues and approval drawings from Vendors & Subcontractors.

B. Assumptions

1. COCS will obtain any easements or right of entries for the power line design and construction with MEI's assistance. The anticipated easements required include temporary construction easements for the bore pits.
2. The contract extension includes the preparation of a standard utility agreement as well as any minor conflicts that may be added by TXDOT during the course of this project. Any excessive changes and/or major conflicts may result in a change order.

Exhibit B

**Engineering Services Payment Terms
TXDOT Hwy 6 Expansion Transmission & Distribution Line Relocations CSJ#1 & CSJ #2
Contract Extension**

**(College Station Electric Utility Conflicts from the City of College Station/City of Bryan
Limit Line to ~~Business 6~~ North of William D. Fitch Parkway))**

Compensation shall be based on *actual* hours of work/time devoted to providing the described professional services. MEI shall be paid at the rate per MEI's current Standard Fee Schedule. The City will reimburse MEI for *actual*, non-salary expenses per MEI's current Standard Fee Schedule. The total payment for all invoices for the remaining work on this contract extension, including both salary and non-salary expenses, shall not exceed \$1,025,000.00.

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.

McCord Engineering, Inc. Cost Summary for the Highway 6 Project at CSU as of February 1, 2025

MEI Job Code	TxDOT Utility Conflict ID	TxDOT required clearance date	MEI estimated clearance date	Project Name	CSU PO/Contract Number	CSU Approved Estimate	MEI Invoiced to Date	Balance	% Complete	Estimated additional amount to complete job by 2026	Notes
CSB-4.38	OE2-120 Dist OE2-115 Trans	7/29/2025 Dist 7/27/2029 trans	12/15/2025 Dist and trans	Trans. Lines - SH 6 Road Widening - Post Oak Sub. to Switch Sub. Relocation	EL30000453-ETOH	\$406,000.00	\$381,419.73	\$24,580.27	93.95%	\$54,000.00	Due to the Highway 6 improvement project at Harvey Road, the transmission line crossing is required to move. MEI is designing the relocation of the existing transmission line from Switch to Post Oak. The route is a new overhead tie from Switch, along Switch road, across Highway 6, along the north side of Holleman Drive, and then north to Post Oak Substation.
CSB-5-S.22				Pole Staking & ROW - SH6 Road Widening	EL30000394, Contract #22300604	\$9,000.00	\$8,835.09	\$164.91	98.17%	\$0.00	COCs has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project.
CSB-5-S.22-A	OE2-120	7/29/2025	12/15/25	Pole Staking & ROW - SH6 Road Widening - Holleman - Dist URD	EL30000396-EDIU	\$75,000.00	\$75,123.54	-\$123.54	100.16%	\$5,000.00	COCs has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. As part of those revisions, COCS is placing the two existing overhead circuits underbuild along the existing transmission line on Holleman Drive underground. This project is the design for the underground portion along Holleman Drive.
CSB-5-S.22-B	OE2-120	7/29/2025	12/15/25	Pole Staking & ROW - SH6 Road Widening - Holleman - Dist OH	EL30000488-EDIO	\$57,000.00	\$56,149.76	\$850.24	98.51%	\$5,000.00	COCs has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. As part of those revisions, COCS is placing the two existing overhead circuits underbuild along the existing transmission line on Holleman Drive underground. This project is the design for the overhead distribution work along Holleman Drive.
CSB-5-S.22-C				Pole Staking & ROW - SH6 Road Widening - Sebesta - Dist	EL30000397-EDIU	\$4,100.00	\$4,060.38	\$39.62	99.03%	\$0.00	COCs has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. Pending the final conflict matrix from Lamb Star, there appears to be no conflicts at this underground crossing location.
CSB-5-S.22-D				Pole Staking & ROW - SH6 Road Widening - Krenek - Dist	EL30000484-EDIU	\$2,200.00	\$2,195.19	\$4.81	99.78%	\$0.00	COCs has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. Pending the final conflict matrix from Lamb Star, there appears to be no conflicts at this overhead crossing location.
CSB-5-S.22-E	OE2-135	7/29/2025	12/15/25	Pole Staking & ROW - SH6 Road Widening - Providence - Dist	EL30000485-EDIU	\$10,000.00	\$6,666.77	\$3,333.23	66.67%	\$2,000.00	COCs has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. This project is the removal of the overhead distribution crossing SH 6 as underbuild on the transmission line poles.
CSB-5-S.22-F	OE2-125	7/29/2025	10/01/25	Pole Staking & ROW - SH6 Road Widening - Southwest Pkwy - Dist	EL30000486-EDIO					\$30,000.00	COCs has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. Per the final conflict matrix from Lamb Star, there appears to be a conflict at this location now. The new URD crossing will need to be relocated further north to allow a shorter crossing.

included in the upcoming trans/distribution contract

2025 clear date per TxDOT

potholing occurring to determine if there is a conflict

McCord Engineering, Inc. Cost Summary for the Highway 6 Project at CSU as of February 1, 2025

MEI Job Code	TxDOT Utility Conflict ID	TxDOT required clearance date	MEI estimated clearance date	Project Name	CSU PO/Contract Number	CSU Approved Estimate	MEI Invoiced to Date	Balance	% Complete	Estimated additional amount to complete job by 2026	Notes
CSB-5-S.22-G	OE2-113 OE2-111 OE2-110 OE2-108 OE2-105 OE2-100 OE2-095 E2-116	10/10/2029 4/5/2029 4/5/2029 4/5/209 10/10/2029 5/30/2029 4/5/2029 10/10/2029	10/01/26	Pole Staking & ROW - SH6 Road Widening - Harvey Relocate - Dist	EL30000454-EDIO	\$77,200.00	\$75,304.85	\$1,895.15	97.55%	\$10,000.00	COCGS has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. This project is the removal and relocation of distribution along Harvey Road due to the transmission line being removed and the SH 6 improvements.
CSB-5-S.22-H	OE2-138	7/29/2025	10/01/25	Pole Staking & ROW - SH6 Road Widening - Eagle & Hillier - OH	EL30000497-EDIO	\$5,000.00	\$3,319.85	\$1,680.15	66.40%	\$15,000.00	From the final conflict matrix from Lamb Star, there appeared to be no conflicts at this overhead power line location. COCGS has agreed to take an outage in this area when the sound wall is installed. However, a new conflict has emerged OE2-138. Existing concrete distribution pole(s) are in conflict with the new storm drains in the area. MEI sent a proposed design on 02/19/25.
CSB-5-S.22-I				Pole Staking & ROW - SH6 Road Widening - Shenandoah - OH	EL30000500-EDIU	\$3,000.00	\$2,011.41	\$988.59	67.05%	\$0.00	COCGS has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. Pending the final conflict matrix from Lamb Star, there appears to be no conflicts at this overhead power line location.
CSB-5-S.22-J				Pole Staking & ROW - SH6 Road Widening - Ponderosa - Dist	EL30000495-EDIU					\$0.00	COCGS has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. Pending the final conflict matrix from Lamb Star, there appears to be no conflicts at this overhead power line location.
CSB-5-S.22-K	E2-140	7/29/2025	10/01/25	Pole Staking & ROW - SH6 Road Widening - Body Shop - Dist	EL30000496-EDIU	\$22,000.00	\$18,079.47	\$3,920.53	82.18%	\$15,000.00	COCGS has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. The existing underground crossing is in conflict with the new storm drain proposed by TxDOT. This is the redesign to relocate the URD line.
CSB-5-S.22-L				Pole Staking & ROW - SH6 Road Widening - Chevron - Dist	EL30000498-EDIU					\$0.00	COCGS has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. Pending the final conflict matrix from Lamb Star, there appears to be no conflicts at this overhead power line location.
CSB-5-S.22-M	E2-137	9/30/2026	10/01/26	Pole Staking & ROW - SH6 Road Widening - Living Hope - Dist	EL30000499-EDIU					\$30,000.00	COCGS has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. COCGS is patrolling this area to determine if the existing URD is in conflict with the new storm drains.
CSB-5-S.22-N				Pole Staking & ROW - SH6 Road Widening - Vision Mission - Dist	EL30000501-EDIU					\$0.00	COCGS has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. Pending the final conflict matrix from Lamb Star, there appears to be no conflicts at this underground power line crossing location.
CSB-5-S.22-O	OE2-145	10/1/2026	10/01/26	Pole Staking & ROW - SH6 Road Widening - Brethren - Dist OH	EL30000539-EDIO	\$18,500.00	\$16,396.94	\$2,103.06	88.63%	\$15,000.00	COCGS has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. MEI is designing an overhead Hendrix crossing to replace the existing overhead crossing.

McCord Engineering, Inc. Cost Summary for the Highway 6 Project at CSU as of February 1, 2025

MEI Job Code	TxDOT Utility Conflict ID	TxDOT required clearance date	MEI estimated clearance date	Project Name	CSU PO/Contract Number	CSU Approved Estimate	MEI Invoiced to Date	Balance	% Complete	Estimated additional amount to complete job by 2026	Notes
CSB-5-S.22-P				Pole Staking & ROW – SH6 Road Widening – Mile Dr. - Dist URD	EL30000540-EDIU					\$0.00	COCS has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. Pending the final conflict matrix from Lamb Star, there appears to be no conflicts at this underground power line crossing location.
CSB-5-S.22-Q	OE2-135	7/29/2025	12/15/25	Pole Staking & ROW - SH 6 Road Widening - Providence - Trans	EL30000543-ETOH	\$15,000.00	\$14,171.30	\$828.70	94.48%	\$10,000.00	COCS has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. This portion is the removal of the transmission line crossing SH 6 at Providence Parkway.
CSB-5-S.22-R	E2-108	12/8/2029		Pole Staking & ROW - SH 6 Road Widening - University Dr - Dist	EL30000542-EDIU	\$10,000.00	\$9,467.31	\$532.69	94.67%	\$20,000.00	COCS has requested that MEI assist with the required distribution system revisions due to the most recent Highway 6 improvement project. This portion of the project is any re-design required along University Drive and the potential looped underground east of SH 6 to allow the removal of the URD crossing at University Drive and SH 6. COCS is gathering the portion west of SH 6 to determine if there is any conflict with the new turn lane/road.
	E2-110	4/5/2029		URD across SH 6 south of University Drive to be abandoned						\$5,000.00	Need to add plans into URD contract
	E2-133	4/5/2029		URD Electric in conflict with proposed drainage at Southern Plantation Drive						\$20,000.00	COCS to pot hole to see if conflict indeed is present
	E2-138	4/5/2029		URD Electric in conflict with proposed drainage inlet at Barron Road						\$20,000.00	COCS to pot hole to see if conflict indeed is present.
	OE2-116	4/5/2029		Guyed pole between Harvey Road and Switch Station Road in conflict with shared use path						\$3,000.00	guy wire in conflict, so self-supported pole required.
	OE2-117	4/5/2029		Guyed pole between Harvey Road and Switch Station Road in conflict with shared use path						\$3,000.00	guy wire in conflict, so self-supported pole required.
	OE2-118	9/30/2026	10/01/26	Guyed pole between Harvey Road and Switch Station Road in conflict with shared use path						\$3,000.00	guy wire in conflict, so self-supported pole required.
	OE2-119	9/30/2026	10/01/26	Guyed pole between Harvey Road and Switch Station Road in conflict with shared use path						\$3,000.00	guy wire in conflict, so self-supported pole required.
	OE2-121	9/30/2026	10/01/26	Concrete tangent feeder riser pole in conflict with storm ditch near Scott and White						\$15,000.00	New pole and new 600A URD required
	OE2-122	9/30/2026	10/01/26	Wood guyed pole in shared path south of Scott and White two spans						\$3,000.00	New self-supported pole required
	OE2-141	4/14/2029		Concrete self-supported pole move in front of IHOP with riser to IHOP due to storm ditches						\$3,000.00	
	OE2-142	4/14/2029		Wood pole move in front of FFB/HEB with transformer due to storm ditches						\$3,000.00	
	OE2-143	4/14/2029		Wood pole move in front of HEB due to drainage due to storm ditches						\$3,000.00	
				construction contract for dist OH						\$10,000.00	
				construction contract for dist URD						\$10,000.00	
				material for dist OH						\$5,000.00	
				material for dist URD						\$5,000.00	
Totals						\$714,000.00	\$673,201.59	\$40,798.41	94.29%	\$325,000.00	

	Breakdown of total additional engineering required by year/contract
Initial contract for Transmission, and Holleman Drive, Harvey Road almost done, but includes construction management	\$86,000.00
URD contract for Jack Winslow Body Shop and SW Parkway URD plus OH Eagle and Hillier	\$75,000.00
2026 projects	\$84,000.00
2029 projects	\$80,000.00
	\$325,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2025

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

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

PRODUCER ANCO Insurance PO Box 3889 Bryan TX 77805		CONTACT NAME: Michele Stafford PHONE (A/C, No, Ext): 800-749-1733 E-MAIL ADDRESS: staffordm@anco.com		FAX (A/C, No): 979-774-5372
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Valley Forge Insurance Co.		20508
		INSURER B : Continental Casualty Co.		20443
		INSURER C : Texas Mutual Insurance Company		22945
		INSURER D : Hartford Underwriters Insuranc		30104
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1922078387 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7013633066	1/2/2025	1/2/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
A	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			7018208343	1/2/2025	1/2/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7013633083	1/2/2025	1/2/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001262414	1/2/2025	1/2/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			61SBABC0NFK	1/2/2025	1/2/2026	see below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 See note pad for Endorsement Form numbers

Certificate Holder Note:

WC Form #WC420601 - 30 Days NOC
 Additional Insured Form SB300120-C
 GL Blanket Additional Insured and Waiver of Subrogation - Form SB146968C (10-19)
 30 Days NOC Form SB147052C (6-16)
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of College Station
 ATTN: Risk Manager
 PO Box 9960
 College Station TX 77842-9960

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

Grant Graham

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2025

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.

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PRODUCER The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	CONTACT NAME: Deanna Dyer PHONE (A/C. No. Ext): 713-552-1900 E-MAIL ADDRESS: ddyer@risksspecialtygroup.com		FAX (A/C. No): 713-513-5411
	INSURER(S) AFFORDING COVERAGE		
INSURED McCord Engineering, Inc. 916 Southwest Parkway East College Station TX 77840	INSURER A : RLI Insurance Company		NAIC # 13056
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1091675127 **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability "claims made"			RDP0054998	6/25/2024	6/25/2025	Per Claim Limit \$2,000,000 Aggregate Limit \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability Retroactive Date - 01/01/1985, Deductible \$50,000

CERTIFICATE HOLDER City of College Station PO Box 9960 College Station TX 77842-7960	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY ANCO Insurance		NAMED INSURED McCord Engineering Inc. 916 Southwest Pkwy East College Station TX 77840	
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

Auto Blanket Additional Insured Form CA2048 (10-13)
 Auto Blanket Waiver of Subrogation Form CA0444 (10-13)
 WC Blanket Waiver of Subrogation - See Form #WC420304B



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date: 04/23/2024

Endorsement Expiration Date:

Policy No: BUA 7018208343

Policy Effective Date: 01/02/2024

Endorsement No: 25; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Amendment No. 2

Page 16 of 21

Contract No. 22300604

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND
BLANKET WAIVER OF SUBROGATION**

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
 - a. "**Bodily injury**" or "**property damage**"; or
 - b. Offense that caused the "**personal and advertising injury**";
 for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization 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:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf,
 in the performance of your ongoing operations specified in the written contract or written agreement; or
 - c. "**Your work**" that is specified in the written contract or written agreement, but only for "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**," and only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

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C. Under Businessowners Liability Conditions, the condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
 - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled Other Insurance of the BUSINESSOWNERS COMMON POLICY CONDITIONS is amended to delete paragraphs 2. and 3. and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs 1. through 4. above;

- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
 - (3) Providing or failing to provide professional health care services.
- F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph 2. and replace it with the following:
- 2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement 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 within the **"products-completed operations hazard."**

All other terms and conditions of the Policy remain unchanged.

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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 **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/2/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001262414 of Texas Mutual Insurance Company effective on 1/2/25

Issued to: MCCORD ENGINEERING INC



This is not a bill

Authorized representative

NCCI Carrier Code: 29939

1/6/25

June 26, 2025

Item No. 6.6.

Annual Price Agreement for Heavy Equipment / Machinery Rental or Lease

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action to award an Annual Price Agreement for the rental of Heavy Equipment and Machinery for an amount not to exceed \$170,000 between Mustang Rental Service of Texas and United Rentals, Inc.

Relationship to Strategic Goals:

Core Services and Infrastructure

Financially Sustainable City

Recommendation(s): Staff recommends award of this Annual Price Agreement for the Lease/Rental of Heavy Equipment/Machinery with Mustang Rental Services of Texas and United Rentals, Inc. This annual price agreement is comparable with quantities of previous fiscal years' history for city-wide heavy equipment and machinery rentals.

Summary: On April 28, 2025, Purchasing Staff formally solicited bids to establish City-wide annual price agreements for Heavy Equipment Rentals. Six (6) responses were received and were reviewed by Public Works Staff, to ensure compliance with the required specifications. Mustang Rental Services of Texas and United Rentals, Inc. are both considered the lowest responsible bidders offering the best value to the City. Both have local storefronts, ample local inventory, and a positive history of providing rental equipment services to the City.

The City of College Station Public Works Staff seeks approval to award the Annual Price Agreement for Heavy Equipment/ Machinery Lease/Rental to Mustang Rental Services of Texas, and United Rentals, Inc. as they provide the most options and quantities in equipment inventory and availability, and generally better monthly rental/lease pricing.

This annual price agreement may be renewed for up to two (2) additional one (1) year terms [for a total of three (3) years]. Upon Council approval blanket purchase orders will be issued to each vendor for the recommended award value not to exceed \$170,000 per year, between the two vendors.

Budget & Financial Summary: Funds are available and budgeted within each departments operational budget. Various projects may be expensed as equipment is rented or leased.

Attachments:

1. 25-048 BID TAB Annual Pricing_CC 06.26.25
2. ITB 25-048 with Addendum 1_ APA - Heavy Equipment Rental



25-048
ANNUAL PRICE AGREEMENT FOR HEAVY EQUIPMENT RENTAL
05/15/25 @ 2:00 P.M.

Item No.	Description	Mustang Rentals			United Rentals			Retail			HERC Rentals Inc.			KMC Forklift			Associated Supply Company			
		Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	
1	Backhoe/Loader & accessories; 78 HP	\$295.00	\$810.00	\$1,850.00	\$348.50	\$895.50	\$2,071.50	\$273.00	\$819.00	\$2,456.00	\$379.00	\$989.00	\$2,332.00					\$1,050.00	\$2,195.00	
2	Backhoe/Loader & accessories; 78 HP w/hyd thumb				\$348.50	\$895.50	\$2,071.50				NO BID	NO BID	NO BID							
3	Backhoe/Loader & accessories; 74 HP (4x4)	\$295.00	\$810.00	\$1,850.00	\$348.50	\$895.50	\$2,071.50	\$273.00	\$819.00	\$2,456.00	\$379.00	\$989.00	\$2,332.00					\$1,050.00	\$2,195.00	
4	Backhoe/Loader & accessories; 93HP (4x4)				\$348.50	\$895.50	\$2,071.50				NO BID	NO BID	NO BID							
5	Backhoe/Loader & accessories; 78 HP w/1000# Hammer	\$675.00	\$1,925.00	\$4,950.00	\$348.50	\$895.50	\$2,071.50	\$506.00	\$1,516.00	\$4,549.00	\$799.00	\$2,132.00	\$4,766.00					\$2,100.00	\$4,200.00	
Hammers																				
6	Backhoe/Loader and accessories; 78 HP w/Extendahoe	\$315.00	\$910.00	\$2,150.00	\$348.50	\$895.50	\$2,071.50				\$379.00	\$989.00	\$2,332.00					\$1,300.00	\$2,725.00	
7	Backhoe/Loader and accessories; 93 HP w/Extendahoe	\$350.00	\$1,095.00	\$2,795.00	\$348.50	\$895.50	\$2,071.50				\$528.00	\$1,512.00	\$3,895.00							
8	Backhoe/Loader and accessories /8HP w/Extendahoe, 18' 2" digging depth				\$348.50	\$895.50	\$2,071.50				\$379.00	\$989.00	\$2,332.00							
Loader Box Blade Tractors																				
9	Tractor w/1 yd. loader bucket & box blade				\$373.00	\$965.00	\$2,335.00				NO BID	NO BID	NO BID							
10	Tractor (4x4) w/1yd. Loader bucket & hyd box blade	\$325.00	\$850.00	\$1,975.00	\$373.00	\$965.00	\$2,335.00	\$236.00	\$707.00	\$2,121.00	\$424.00	\$1,189.00	\$2,767.00					\$350.00	\$1,000.00	\$2,250.00
Wheel & Track Mini Skid Loaders																				
11	Wheel skid steer - 62HP - Wt. 5700 lbs	\$245.00	\$685.00	\$1,695.00	\$252.00	\$731.00	\$1,619.00				\$246.00	\$615.00	\$1,589.00					\$1,150.00	\$2,350.00	
12	Mini track loader - 62 HP - wt. 6618	\$260.00	\$735.00	\$1,775.00	\$300.00	\$810.00	\$2,125.00				\$369.00	\$979.00	\$2,306.00					\$1,350.00	\$2,950.00	
13	Cat 259 Compact Track Loader/ Skid Steer	\$300.00	\$815.00	\$2,100.00	\$300.00	\$810.00	\$2,125.00	\$276.00	\$829.00	\$2,485.00	\$374.00	\$989.00	\$2,486.00	\$300.00	\$580.00	\$1,550.00		\$1,350.00	\$2,950.00	
14	72" SSL CTL Bucket				\$0.00	\$0.00	\$0.00				\$10.00	\$31.00	\$92.00							
Skid Steer Attachments																				
15	Cold planner (PM620)	\$342.00			N/A	N/A	N/A				NO BID	NO BID	NO BID							
16	Hydraulic auger	\$90.00	\$740.00	\$740.00	\$111.00	\$280.00	\$782.00	\$95.00	\$287.00	\$861.00	\$113.00	\$395.00	\$820.00					\$285.00	\$590.00	
17	Hydraulic hammer	\$150.00	\$1,575.00	\$1,575.00	\$111.00	\$324.00	\$1,298.00	\$168.00	\$503.00	\$1,505.00	\$231.00	\$661.00	\$1,430.00							
18	72" Angle Blade	\$125.00			\$150.00	\$380.00	\$1,490.00				\$123.00	\$379.00	\$789.00							
19	Grapple Bucket	\$80.00	\$793.00	\$793.00	\$93.00	\$237.00	\$721.00	\$174.00	\$523.00	\$1,566.00	\$87.00	\$261.00	\$574.00					\$350.00	\$750.00	
20	Grapple Forks	\$80.00									\$46.00	\$133.00	\$281.00							
Mini Excavators																				
21	Cat 301.6 (or equal) 6' 10" depth -11'10" Reach	\$240.00	\$715.00	\$1,550.00	\$283.00	\$660.00	\$1,760.00				\$318.00	\$866.00	\$1,814.00	\$300.00	\$450.00	\$1,200.00		\$300.00	\$950.00	\$2,200.00
22	Cat 303C-CR (or equal) 9' 11" depth - 16' 10" Reach	\$275.00	\$770.00	\$1,850.00	\$353.00	\$903.50	\$2,065.50	\$253.00	\$760.00	\$2,279.00	\$384.00	\$1,061.00	\$2,557.00					\$350.00	\$1,150.00	\$2,600.00
23	Cat 302.5 (or equal) 9' 7" depth - 15' 9" Reach	\$260.00	\$740.00	\$1,700.00	\$305.00	\$793.00	\$1,917.00	\$206.00	\$620.00	\$1,860.00	\$354.00	\$923.00	\$2,024.00					\$325.00	\$1,050.00	\$2,400.00
Excavators w/ Buckets																				
24	17,730 lbs - 22' 3" Reach 15' 5" Depth	\$425.00	\$1,175.00	\$3,050.00	\$456.00	\$1,340.00	\$3,684.00	\$540.00	\$1,620.00	\$4,860.00	\$559.00	\$1,430.00	\$3,685.00					\$1,650.00	\$3,450.00	
25	28,970 lbs - 28' 3" Reach - 19' 10" Depth				\$679.00	\$1,644.00	\$4,417.00				\$820.00	\$2,014.00	\$5,381.00					\$2,750.00	\$5,000.00	
26	36,930 lbs - 28' 8" Reach - 19' 19" Depth	\$595.00	\$1,725.00	\$4,250.00	\$697.00	\$1,841.00	\$5,543.00				\$820.00	\$2,014.00	\$5,381.00					\$2,800.00	\$5,250.00	
27	32,500 lbs - 28' 3" Reach - 19' 10" Depth	\$530.00	\$1,475.00	\$3,635.00	\$694.00	\$1,645.00	\$4,431.00				\$820.00	\$2,014.00	\$5,381.00					\$2,725.00	\$5,150.00	
28	47,400 lbs - 31' 10" Reach - 21' 7" Depth	\$705.00	\$1,950.00	\$5,035.00	\$698.00	\$1,841.00	\$5,543.00				\$1,010.00	\$2,552.00	\$6,570.00					\$2,975.00	\$6,150.00	
29	46,300 lbs - 31' 10" Reach - 21' 7" Depth w/thumb	\$983.00	\$2,650.00	\$7,510.00	\$698.00	\$1,841.00	\$5,543.00				\$1,092.00	\$2,757.00	\$6,929.00					\$4,975.00	\$9,650.00	
30	48,300 lbs - 32'4" Reach - 22'11" Depth w/thumb	\$983.00	\$2,650.00	\$7,510.00	\$698.00	\$1,841.00	\$5,543.00				\$1,092.00	\$2,757.00	\$6,929.00							
31	56,200 lbs - 32'5" Reach - 22'1" Depth w/thumb	\$1,175.00	\$3,210.00	\$9,535.00	\$760.00	\$2,063.00	\$5,834.00				\$1,420.00	\$3,326.00	\$8,262.00					\$5,500.00	\$10,500.00	
32	64,460 lbs - 35' Reach - 23' 11" Depth	\$1,010.00	\$2,835.00	\$7,390.00	\$1,007.00	\$3,473.00	\$8,965.00				NO BID	NO BID	NO BID					\$3,750.00	\$8,850.00	
33	79,700 lbs - 36' 1" Reach - 24' 7" Depth	\$1,210.00	\$3,410.00	\$8,705.00	\$1,241.00	\$3,529.00	\$9,098.00				\$1,722.00	\$4,090.00	\$11,275.00					\$4,000.00	\$9,350.00	
Wheel Excavators w/ Buckets																				



25-048
ANNUAL PRICE AGREEMENT FOR HEAVY EQUIPMENT RENTAL
05/15/25 @ 2:00 P.M.

Item No.	Description	Mustang Rentals			United Rentals			Redtail			HERC Rentals Inc.			KMC Forklift			Associated Supply Company			
		Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	
34	42,000 lbs - 169 HP - 30'1" Reach - 19'2" Depth	\$765.00	\$2,150.00	\$6,050.00	N/A	N/A	N/A				NO BID	NO BID	NO BID					\$6,500.00	\$12,500.00	
Specialty Excavators w/ Buckets																				
35	47,400 lbs - w/5000 lb hammer	\$1,895.00	\$5,400.00	\$15,000.00	\$1,201.00	\$3,012.00	\$9,219.00				\$1,933.00	\$5,022.00	\$12,208.00							
36	47,400 lbs w/Pin and thumb attachment	\$983.00	\$2,650.00	\$7,510.00	\$698.00	\$1,841.00	\$5,543.00				\$1,092.00	\$2,757.00	\$6,929.00							
37	Long Reach - w/60' Reach - 45' Depth	\$1,485.00	\$3,950.00	\$10,250.00	N/A	N/A	N/A				NO BID	NO BID	NO BID					\$3,850.00	\$8,250.00	
Dozers																				
38	74 HP Dozer w / 6-way Blade	\$425.00	\$1,150.00	\$2,850.00	\$441.00	\$1,150.00	\$4,115.00	\$460.00	\$1,380.00	\$4,140.00	\$671.00	\$1,778.00	\$4,408.00					\$2,175.00	\$5,250.00	
39	84 HP Dozer w / 6-way Blade	\$450.00	\$1,250.00	\$3,050.00	\$454.00	\$1,982.00	\$4,944.00				\$671.00	\$1,778.00	\$4,408.00					\$2,175.00	\$5,250.00	
40	96 HP Dozer w / 6-way Blade	\$550.00	\$1,650.00	\$4,525.00	\$454.00	\$1,982.00	\$4,944.00				\$815.00	\$2,178.00	\$5,535.00					\$2,400.00	\$5,550.00	
41	121 HP Dozer w / 6-way Blade	\$725.00	\$2,050.00	\$5,700.00	\$581.00	\$1,570.00	\$3,968.00				NO BID	NO BID	NO BID					\$2,225.00	\$6,250.00	
42	125 HP Dozer w / 6-way Blade	\$725.00	\$2,050.00	\$5,700.00	\$581.00	\$1,570.00	\$3,968.00				NO BID	NO BID	NO BID					\$3,300.00	\$7,250.00	
43	36,497 lbs - 150 HP Dozer w/6-way Blade				\$1,007.00	\$2,104.00	\$5,863.00				NO BID	NO BID	NO BID					\$4,950.00	\$12,500.00	
44	44,200 lbs - 175 HP Clearing Dozer Rake & Blade	\$1,330.00	\$3,765.00	\$10,365.00	\$1,862.00	\$4,357.00	\$12,499.00				NO BID	NO BID	NO BID					\$4,950.00	\$12,500.00	
45	200 HP Dozer w/Straight Blade w/Tilt 44,420 lbs				\$1,862.00	\$4,357.00	\$12,499.00				NO BID	NO BID	NO BID							
46	200 HP Cat D6K-XL Dozer (or equal) with Straight Blade w / Tilt				\$1,862.00	\$4,357.00	\$12,499.00				NO BID	NO BID	NO BID							
Low Ground Pressure Dozers																				
47	74 HP LGP Dozer w / 6-way Blade	\$515.00	\$1,425.00	\$3,650.00	\$441.00	\$1,150.00	\$4,115.00	\$460.00	\$1,380.00	\$4,140.00	NO BID	NO BID	NO BID					\$2,175.00	\$5,250.00	
48	84 HP LGP Dozer w/ 6-way Blade	\$575.00	\$1,600.00	\$4,350.00	\$454.00	\$1,982.00	\$4,944.00				NO BID	NO BID	NO BID					\$2,175.00	\$5,250.00	
49	96 HP LGP Dozer w/6-way Blade 19,700 lbs	\$625.00	\$1,825.00	\$4,625.00	\$454.00	\$1,982.00	\$4,944.00				NO BID	NO BID	NO BID					\$2,400.00	\$5,550.00	
50	125 HP LGP Dozer w / 6-way Blade	\$960.00	\$2,650.00	\$6,975.00	\$581.00	\$1,570.00	\$3,968.00				NO BID	NO BID	NO BID					\$3,300.00	\$7,250.00	
51	150 HP LGP Dozer w / 6-way Blade	\$1,425.00	\$3,975.00	\$10,500.00	\$1,007.00	\$2,104.00	\$5,863.00				NO BID	NO BID	NO BID					\$4,950.00	\$12,500.00	
52	200 HLGP Dozer w/ straight Blade w / Tilt				\$1,862.00	\$4,357.00	\$12,499.00				NO BID	NO BID	NO BID							
53	200 HP LGP Dozer w/straight Blade w/ Tilt CAB	\$1,800.00	\$4,900.00	\$13,950.00	\$1,862.00	\$4,357.00	\$12,499.00				NO BID	NO BID	NO BID							
Landscape Tractor																				
54	78 HP Tractor Box Blade / Front End Loader 4x4	\$325.00	\$850.00	\$1,975.00	\$268.00	\$647.00	\$1,737.00	\$236.00	\$707.00	\$2,121.00	NO BID	NO BID	NO BID					\$350.00	\$1,000.00	\$2,250.00
Wheel Loaders																				
55	2.3 Yard Bucket - 129 HP	\$485.00	\$1,375.00	\$3,750.00	\$566.00	\$1,431.00	\$4,658.00				NO BID	NO BID	NO BID							
56	2.6 Yard Bucket - 143 HP				\$622.00	\$1,633.00	\$4,659.00				NO BID	NO BID	NO BID							
57	3 Yard Bucket - 149 HP	\$650.00	\$1,825.00	\$4,650.00	\$622.00	\$1,633.00	\$4,659.00				\$815.00	\$2,147.00	\$5,894.00					\$2,500.00	\$5,450.00	
58	3.25 Yard Bucket - 160 HP	\$650.00	\$1,825.00	\$4,650.00	\$622.00	\$1,633.00	\$4,659.00				\$815.00	\$2,147.00	\$5,894.00					\$2,500.00	\$5,450.00	
59	4Yard Bucket - 196 HP	\$1,095.00	\$2,975.00	\$8,645.00	\$856.50	\$2,766.50	\$7,193.50				\$1,025.00	\$2,614.00	\$8,354.00					\$3,300.00	\$7,550.00	
Integrated Tool Carrier Wheel Loaders																				
60	2.3 Yard Bucket - 129 HP	\$485.00	\$1,375.00	\$3,750.00	N/A	N/A	N/A				NO BID	NO BID	NO BID							
61	3.0 Yard Bucket - 143 HP	\$650.00	\$1,825.00	\$4,650.00	N/A	N/A	N/A				NO BID	NO BID	NO BID							
62	3.3 Yard Bucket - 160 HP w/Cab	\$865.00	\$2,450.00	\$6,795.00	N/A	N/A	N/A				NO BID	NO BID	NO BID							
Scrapers																				
63	11 CY Self Loading				N/A	N/A	N/A				NO BID	NO BID	NO BID							
64	17 CY Self Loading				N/A	N/A	N/A				NO BID	NO BID	NO BID							
65	22 CY Self Loading				N/A	N/A	N/A				NO BID	NO BID	NO BID							
Pad Drum Compactors																				



25-048
ANNUAL PRICE AGREEMENT FOR HEAVY EQUIPMENT RENTAL
 05/15/25 @ 2:00 P.M.

Item No.	Description	Mustang Rentals			United Rentals			Reditail			HERC Rentals Inc.			KMC Forklift			Associated Supply Company			
		Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	
66	50" Single Vibratory Drum 83 HP	\$375.00	\$1,025.00	\$2,650.00	\$263.00	\$846.00	\$2,602.00				\$584.00	\$1,507.00	\$3,388.00							
67	66" Single Vibratory Drum - 100 HP	\$430.00	\$1,175.00	\$3,075.00	\$397.00	\$1,202.00	\$3,483.00	\$402.00	\$1,208.00	\$3,147.00	\$748.00	\$1,958.00	\$4,073.00					\$1,600.00	\$3,500.00	
68	84" Single Vibratory Drum - 150 HP	\$575.00	\$1,595.00	\$3,975.00	\$479.00	\$1,278.00	\$3,831.00				\$866.00	\$2,283.00	\$5,195.00					\$2,100.00	\$4,995.00	
	Smooth Drum Compactors																			
69	47" Single Vibratory Drum - 36.2 HP	\$350.00	\$985.00	\$2,375.00	\$312.00	\$891.00	\$2,161.00				\$513.00	\$1,297.00	\$2,875.00							
70	66" Single Vibratory Drum - 100 HP	\$430.00	\$1,165.00	\$2,875.00	\$397.00	\$1,202.00	\$3,483.00	\$402.00	\$1,208.00	\$3,147.00	\$610.00	\$1,563.00	\$3,342.00					\$1,600.00	\$3,500.00	
71	84" Single Vibratory Drum - 156 HP	\$525.00	\$1,485.00	\$3,700.00	\$479.00	\$1,278.00	\$3,831.00				\$697.00	\$1,871.00	\$4,279.00					\$2,100.00	\$4,995.00	
72	1.5 Ton Double Drum Smooth	\$265.00	\$750.00	\$1,975.00	\$261.00	\$563.00	\$1,957.00	\$184.00	\$552.00	\$1,656.00	\$220.00	\$625.00	\$1,538.00							
	Trench Compactors																			
73	Remote 24/33 Width - Diesel	\$325.00	\$750.00	\$1,850.00	\$262.59	\$1,932.17	\$1,932.17	\$299.00	\$897.00	\$2,196.00	\$425.00	\$958.00	\$2,024.00							
74	Walk Behind 24/33 Width - Diesel							\$299.00	\$897.00	\$2,196.00	NO BID	NO BID	NO BID							
	Asphalt Equipment																			
75	14 ton - 9 Wheel Pneumatic 100 HP	\$360.00	\$995.00	\$2,920.00	N/A	N/A	N/A				NO BID	NO BID	NO BID					\$2,200.00	\$5,650.00	
76	47" Static Steel Drum Roller	\$295.00	\$805.00	\$2,290.00	N/A	N/A	N/A				NO BID	NO BID	NO BID							
77	60" Static Steel Drum Roller	\$385.00	\$1,090.00	\$3,120.00	N/A	N/A	N/A				NO BID	NO BID	NO BID							
78	Asphalt Recycler	\$3,400.00	\$8,050.00	\$20,100.00	N/A	N/A	N/A				NO BID	NO BID	NO BID							
79	Pulver Mixer 335 HP - 8' Drum Soil Stabilizer	\$2,200.00	\$5,250.00	\$13,000.00	N/A	N/A	N/A				NO BID	NO BID	NO BID							
80	Water Truck 2000 Gallon	\$450.00	\$1,180.00	\$3,050.00	\$306.00	\$1,309.00	\$3,184.00				\$574.00	\$1,722.00	\$3,306.00							
81	Self Propelled Mechanical 7' 6" Broom Diesel	\$395.00	\$995.00	\$2,150.00	\$307.00	\$912.00	\$1,993.00				NO BID	NO BID	NO BID					\$550.00	\$1,200.00	\$2,450.00
82	Catepillar 815F Soil Compactor	\$1,650.00	\$4,800.00	\$14,050.00	N/A	N/A	N/A				NO BID	NO BID	NO BID							
	Motor Graders																			
83	Noram 65E/Leeboy686B 68 HP	\$585.00	\$1,660.00	\$4,900.00	N/A	N/A	N/A				NO BID	NO BID	NO BID							
84	Cat 120 (or equal) 125 HP - 12' Moldboard	\$885.00	\$2,350.00	\$6,850.00	\$514.00	\$1,538.00	\$4,613.00				NO BID	NO BID	NO BID							
85	Cat 135H 135 HP 14' Moldboard				\$536.00	\$1,993.00	\$4,960.00				NO BID	NO BID	NO BID							
86	Cat 12H 140 HP 14' Moldboard	\$1,050.00	\$2,675.00	\$7,975.00	\$536.00	\$1,993.00	\$4,960.00				NO BID	NO BID	NO BID							
87	Cat 140H 165 HP 14' Moldboard	\$1,100.00	\$3,050.00	\$9,450.00	\$536.00	\$1,993.00	\$4,960.00				NO BID	NO BID	NO BID							
	Articulated Off Road Trucks																			
88	25 Ton Off Road Truck	\$1,450.00	\$4,135.00	\$10,800.00	\$2,227.00	\$5,817.00	\$13,356.00				NO BID	NO BID	NO BID							
89	30 Ton Off Road Truck				\$2,227.00	\$5,817.00	\$13,256.00				NO BID	NO BID	NO BID							
	Forklifts																			
90	6000 lb. Straight Mast Rough Terrain w/ 21' Lift	\$450.00	\$1,050.00	\$2,100.00	\$221.00	\$539.00	\$1,805.00				\$400.00	\$1,015.00	\$1,999.00					\$325.00	\$950.00	\$1,750.00
91	7000 lb Tele Handler 44' Lift 30' Reach	\$475.00	\$1,125.00	\$2,200.00	\$494.50	\$1,221.00	\$3,097.00	\$307.00	\$922.00	\$2,500.00	\$472.00	\$1,235.00	\$2,665.00					\$450.00	\$1,500.00	\$3,500.00
92	9000 lb Tele Handler 43' Lift - 31.5' Reach	\$550.00	\$1,325.00	\$2,650.00	\$635.00	\$1,600.00	\$4,074.50				\$605.00	\$1,691.00	\$3,690.00	\$520.00	\$1,360.00	\$2,560.00		\$550.00	\$1,850.00	\$3,850.00
	Aerial Lift Rental																			
93	40'-50' Articulating	\$325.00	\$825.00	\$1,595.00	\$374.00	\$913.00	\$2,169.00	\$352.00	\$1,005.00	\$2,010.00	\$379.00	\$835.00	\$1,994.00	\$420.00	\$1,100.00	\$2,800.00		\$1,150.00	\$2,300.00	
94	45'-50' Telescopic 4WD	\$325.00	\$825.00	\$1,595.00	\$374.00	\$913.00	\$2,169.00				\$379.00	\$835.00	\$1,994.00					\$985.00	\$2,050.00	
95	65'-70' Telescopic	\$385.00	\$950.00	\$1,950.00	\$484.50	\$1,158.00	\$2,951.50	\$445.00	\$1,110.00	\$2,400.00	\$497.00	\$1,097.00	\$2,716.00	\$530.00	\$1,240.00	\$300.00		\$1,350.00	\$2,700.00	
96	125' Telescopicw/ Jib 4WD	\$1,235.00	\$3,050.00	\$6,660.00	\$1,077.00	\$2,545.00	\$8,086.00				\$1,563.00	\$3,741.00	\$8,303.00					\$3,550.00	\$8,200.00	



25-048
ANNUAL PRICE AGREEMENT FOR HEAVY EQUIPMENT RENTAL
05/15/25 @ 2:00 P.M.

Item No.	Description	Mustang Rentals			United Rentals			Redtail			HERC Rentals Inc.			KMC Forklift			Associated Supply Company		
		Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly
97	135' Telescopic w/ Jib 4WD	\$1,575.00	\$3,595.00	\$7,530.00	\$1,345.00	\$2,908.00	\$9,893.50				\$1,691.00	\$4,219.00	\$8,880.00					\$3,750.00	\$8,800.00
98	45'-50' Telescopic 4WD				\$374.00	\$913.00	\$2,169.00				\$379.00	\$835.00	\$1,994.00					\$1,050.00	\$2,150.00
	Scissor Lift Rental																		
99	Scissor Lifts 21' 30" wide	\$125.00	\$404.00	\$404.00	\$122.50	\$234.50	\$499.00	\$149.00	\$296.00	\$402.00	\$159.00	\$302.00	\$518.00	\$120.00	\$240.00	\$375.00	\$125.00	\$315.00	\$475.00
100	Scissor Lifts 25' 32" wide	\$165.00	\$695.00	\$695.00	\$150.00	\$299.00	\$690.00	\$163.00	\$326.00	\$651.00	\$174.00	\$359.00	\$712.00	\$180.00	\$380.00	\$940.00	\$200.00	\$415.00	\$750.00
101	Scissor Lifts 32'1" 46" wide	\$200.00	\$814.00	\$814.00	\$167.00	\$360.00	\$878.00	\$196.00	\$587.00	\$1,173.00	\$210.00	\$456.00	\$917.00	\$240.00	\$480.00	\$1,080.00	\$250.00	\$550.00	\$1,125.00
102	Scissor Lifts 38' 46" wide	\$250.00			\$298.00	\$612.00	\$1,496.00				\$272.00	\$656.00	\$1,348.00	\$260.00	\$540.00	\$1,180.00			
	Trash Pumps (Hoses Extra)																		
103	2" Gasoline	\$80.00	\$195.00	\$450.00	\$51.00	\$123.00	\$371.00	\$56.00	\$166.00	\$499.00	\$70.00	\$231.00	\$492.00					\$250.00	\$525.00
104	3" Gasoline	\$95.00	\$250.00	\$600.00	\$60.00	\$181.00	\$541.00	\$74.00	\$222.00	\$664.00	\$82.00	\$302.00	\$620.00					\$425.00	\$750.00
105	4" Diesel - Trailer Mounted				\$204.00	\$612.00	\$1,838.00				\$251.00	\$738.00	\$1,768.00						
106	6" Diesel - Trailer Mounted	\$305.00	\$825.00	\$2,040.00	\$239.00	\$719.00	\$2,159.00				\$301.00	\$846.00	\$2,229.00					\$775.00	\$2,000.00
	Air Compressors (Hoses Extra) and Light Towers																		
107	185 CFM - Diesel Trailer Mounted	\$140.00	\$325.00	\$650.00	\$173.00	\$429.00	\$892.00	\$106.00	\$319.00	\$955.00	\$159.00	\$338.00	\$794.00				\$225.00	\$550.00	\$1,150.00
108	400 CFM - Deisel Trailer Mounted	\$250.00	\$575.00	\$1,250.00	\$179.00	\$490.00	\$1,534.00				\$313.00	\$743.00	\$1,794.00				\$350.00	\$925.00	\$2,250.00
	Light Towers																		
109	Light Towers 4 KW Vertical Mast 23'5"				\$148.00	\$295.00	\$596.00				\$138.00	\$323.00	\$600.00				\$125.00	\$350.00	\$750.00
110	Light Towers 6KW Generator 23' Mast	\$115.00	\$285.00	\$505.00	\$148.00	\$295.00	\$596.00	\$117.00	\$352.00	\$1,055.00	NO BID	NO BID	NO BID						
111	Light Towers 7KW Generator 30' Mast 360 degrees				\$148.00	\$295.00	\$596.00				NO BID	NO BID	NO BID						
	Generators																		
112	3600 Watts				\$74.00	\$211.00	\$615.00	\$51.00	\$151.00	\$454.00	\$67.00	\$246.00	\$528.00						
113	6000 Watts	\$90.00	\$220.00	\$525.00	\$95.00	\$289.00	\$730.00	\$57.00	\$170.00	\$511.00	\$87.00	\$313.00	\$659.00						
114	20 KW - Trailer Mounted	\$230.00	\$595.00	\$1,195.00	\$207.00	\$481.00	\$1,121.00	\$218.00	\$659.00	\$1,670.00	\$231.00	\$507.00	\$1,189.00						
115	36 KW - Trailer Mounted	\$295.00	\$740.00	\$1,495.00	\$229.00	\$531.00	\$1,343.00				\$308.00	\$779.00	\$1,671.00					\$775.00	\$1,634.00
116	56 KW - Trailer Mounted	\$310.00	\$790.00	\$1,780.00	\$300.00	\$624.00	\$1,481.00				\$333.00	\$805.00	\$2,142.00					\$1,025.00	\$2,150.00
	Trenchers																		
117	Walk Behind 1030 Ditchwitch	\$235.00	\$625.00	\$1,295.00	\$228.00	\$601.00	\$1,684.00	\$180.00	\$542.00	\$1,625.00	\$236.00	\$666.00	\$1,179.00						
118	Ride-On Vermeer RT350	\$425.00	\$1,085.00	\$2,350.00	\$410.00	\$975.00	\$2,140.00	\$300.00	\$897.00	\$2,691.00	\$436.00	\$1,107.00	\$2,404.00						
	Rammers																		
119	Tamper - Multiquip MT5 / MT85 (or equal)	\$95.00	\$250.00	\$575.00	\$114.00	\$336.00	\$718.00	\$77.00	\$231.00	\$693.00	\$87.00	\$246.00	\$431.00				\$125.00	\$350.00	\$775.00
	Crawler Loaders																		
120	2.4 Yd Bucket 148 HP - 33,389 lbs				N/A	N/A	N/A				NO BID	NO BID	NO BID						
121	3.2 Yd Bucket 189 HP - 45,500 lbs				N/A	N/A	N/A				NO BID	NO BID	NO BID						
	Disc Plows - 36 Hinge Offset																		
122	Plow 20 x 30 w/Plow 16/32	\$265.00	\$760.00	\$1,785.00	N/A	N/A	N/A				NO BID	NO BID	NO BID						
	Vibratory Plate Compactors																		



25-048
ANNUAL PRICE AGREEMENT FOR HEAVY EQUIPMENT RENTAL
05/15/25 @ 2:00 P.M.

Item No.	Description	Mustang Rentals			United Rentals			Reditail			HERC Rentals Inc.			KMC Forklift			Associated Supply Company		
		Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly
123	3350 Centrifical For or Equivalent	\$95.00	\$250.00	\$575.00	\$111.00	\$295.00	\$698.00	\$58.00	\$173.00	\$517.00	\$92.00	\$282.00	\$492.00				\$125.00	\$300.00	\$725.00
	Reversible Vibratory Plate Compactors																		
124	Multiquip - MVH 200DA- 8 HP				\$123.00	\$367.00	\$866.00				NO BID	NO BID	NO BID						
	Welders																		
125	Lincoln 250 Amps & Multiquip 300 Amps	\$110.00	\$260.00	\$595.00	\$109.00	\$279.00	\$698.00	\$185.00	\$554.00	\$1,662.00	\$103.00	\$251.00	\$574.00						
	Hydraulic Cranes																		
126	Carry Deck Crane - 8 Ton	\$580.00	\$1,360.00	\$3,230.00	\$516.00	\$1,341.00	\$4,063.00				\$764.00	\$2,096.00	\$4,951.00					\$1,690.00	\$4,225.00
	Submersible Pumps (Trash and Centrifugal)																		
127	2" Electric Centrifugal				\$160.00	\$317.00	\$950.00				\$67.00	\$185.00	\$436.00						
128	2" Electrical Trash				\$58.00	\$173.00	\$395.00	\$34.00	\$98.00	\$296.00	NO BID	NO BID	NO BID						
	Paving Breakers (runs off air)																		
129	60 lbs				\$64.00	\$170.00	\$398.00	\$61.00	\$183.00	\$548.00	\$59.00	\$200.00	\$431.00				\$75.00	\$150.00	\$325.00
130	90 lbs				\$73.00	\$184.00	\$449.00	\$61.00	\$183.00	\$548.00	\$72.00	\$256.00	\$533.00				\$100.00	\$225.00	\$450.00
	Concrete Vibrators																		
131	2 HP (Furnished w/shaft & head)				\$41.00	\$133.00	\$324.00	\$52.00	\$155.00	\$465.00	\$72.00	\$251.00	\$528.00						
132	3 HP (Furnished w/shaft & head)				\$41.00	\$133.00	\$324.00				NO BID	NO BID	NO BID						
	Misc																		
133	Bike Rack				N/A	N/A	N/A				NO BID	NO BID	NO BID						
	Grand Total per column	\$60,011.00	\$162,001.00	\$412,101.00	\$55,099.59	\$147,266.67	\$394,863.67	\$9,041.00	\$26,533.00	\$73,730.00	\$39,859.00	\$102,228.00	\$245,136.00	\$2,870.00	\$6,370.00	\$11,985.00	\$5,250.00	\$138,090.00	\$305,954.00
	Delivery Charge	\$150/dovetail/ \$250			\$165.00			\$65.00			\$125 each way								\$150.00
	Pick Up Charge	\$150/dovetail/ \$250 RGN/Permit			\$165.00			\$65.00			\$125 each way								\$150.00
	Fuel Charge per gallon	\$10.00			\$6.00			\$7.99			\$11.99/gal	\$11.99/gal	\$11.99/gal						\$9.50
	Charge for Cleaning Equipment if Returned Dirty				N/A			\$100.00			\$75/per hour	\$75/per hour	\$75/per hour						\$50 per
	Delivery can be completed in ___ days After Receiving Order (ARO)							\$1.00			\$50/hour	\$50/hour	\$50/hour						same day
	Location of Nearest Branch	8206 W SH 21 Bryan, TX			2301 Tx Ave College Station, TX			3101 Longmire Dr. College Station, TX			2787 N E. Rudder Fwy Bryan, TX			6101 E State Hwy 21 Bryan, Tx			1875 N. Earl Rudder Fwy Bryan, TX		
		979-450-8710	dlazarine@mustangcat.com		Chris Foley	1-877-874-4444	govrents@ur.com	979-695-1984	adam@rercs.com		979-329-9025			Kevin Quinn	979-224-3765		979-779-8942	twilcox@ascoeq.com	
		Comments:			Comments:			Comments:			Comments:			Comments:			Comments:		



25-048
ANNUAL PRICE AGREEMENT FOR HEAVY EQUIPMENT RENTAL
 05/15/25 @ 2:00 P.M.

Item No.	Description	Mustang Rentals			United Rentals			Redtail			HERC Rentals Inc.			KMC Forklift			Associated Supply Company		
		Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly
	Loaders										Comments: GRAND TOTALS DO NOT INCLUDE DELIVERY AND PICKUP. OUTSIDE HAULING AND AFTER HOUR DELIVERY ARE NEGOTIATED LOCALLY, TOLLS AND PERMITS ARE NOT INCLUDED. PARTS OR DECALS THAT NEED TO BE REPAIRED OR REPLACED WILL INCUR CHARGES OF THE COST PLUS A 20% MARKUP.								



CITY OF COLLEGE STATION
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College Station, TX 77840
www.cstx.gov

**SPECIFICATIONS FOR AN ANNUAL PRICE AGREEMENT
FOR THE RENTAL OF HEAVY EQUIPMENT
BID NO. 25-048 ; *As modified by Addendum No. 1***

BID OPENING DATE: May 15, 2025 @ 2:00 P.M. CT

INTRODUCTION

Bids are solicited for an Annual Price Agreement for the Rental of Heavy Equipment with the following definitions, terms and conditions of bidding. Should this bid contain the City's standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A.

Electronic response packages, in the format prescribed herein, shall be uploaded to [Brazos Valley e-Marketplace](#) ("**Bidding Portal**") **until 2:00 p.m. CT on May 15, 2025**. Bidders are solely responsible for ensuring bids are uploaded to the Bidding Portal prior to the stated deadline. Bids not submitted by the time the Bidding Portal officially closes this ITB will not be accepted by any other means. Click [here](#) for an online response tutorial.

In order to ensure a fair and objective evaluation, all questions and inquiries related to this Request for Proposal shall be addressed **in writing** via the Q&A feature available through the **Bidding Portal**. The deadline for written questions is **2:00 p.m. CT on May 8, 2025**.

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

DEFINITIONS, TERMS AND CONDITIONS

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of College Station Purchasing Services Division, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:

BID vs. PROPOSAL – For the purpose of this ITB, the terms “Bid” and “Proposal” shall be equivalent.

CITY OF COLLEGE STATION – Same as City.

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

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

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

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

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

OWNER - City of College Station

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

SUPPLIER – Same as Contractor.

Acceptance

Upon acceptance and approval by the City Council, or their designated official, this bid effects a working contract between the City and the successful bidder for the period designated. A City of College Station Purchase Order is required prior to the delivery of any goods or services provided to the City.

All bids will remain subject to acceptance, for 90 days after the date of the Bid opening.

Receipt of Bids

Bid packages must be uploaded to the Bidding Portal prior to the specified time and date to be accepted. Do not wait until the last minute to upload bid packages. Please allow no less than one (1) hour before the submission deadline to begin the upload process. Bid packages not submitted by the time the Bidding Portal officially closes this ITB will not be accepted by any other means.

Addenda

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specification by Owner’s employees, unless such clarification of change is provided to bidders in written addendum form from the Purchasing Agent. Addenda will be transmitted to all that are known to have

received a copy of the bid documents and specifications. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda to check all avenues of document availability prior to the opening date and time. Bidder shall acknowledge receipt of all addenda.

Advertisement

The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.

Applicable Laws

All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of College Station. The laws of the state of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.

Assignments

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.

Award of Contract

Contract may be awarded to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider, but is not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. the purchase price, including payment discount terms;
- c. the reputation of the bidder and of the bidder's goods or services;
- d. the quality of the bidder's goods or services;
- e. the extent to which the goods or services meet the City's needs;
- f. the bidder's past relationship with the City;
- g. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- h. delivery terms;
- i. payment terms;
- j. availability of repair and maintenance parts;
- k. financial condition;
- l. products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
- m. the total long-term cost to the City to acquire the bidder's goods or services; and
- n. any relevant criteria specifically listed in this request for bid.

Although the cost of products to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost.

Bidder Conduct

To ensure a fair, equitable and competitive bid process for all participating Bidders, during the No-Contact Period Bidders and individual(s) acting on a Bidder's behalf are prohibited from

communicating with any City official, City employee or City agent other than the authorized contact person(s) in the Purchasing Division.

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

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

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

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

Brand Names

Whenever in this invitation, any particular materials, process and /or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal."

Business Practices

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Cancellation

The City reserves the right to cancel this contract or any portion thereof immediately should supplier's delivery or service be unsatisfactory or for supplier's failure to comply with terms stated in contract.

Certification

Bids must be completed and submitted on the forms included within the specifications of this bid. The Certification of Bid form must be fully completed and submitted with bids. Bids lacking the required Certification form may be considered non-responsive and may be rejected.

Collusion

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an

employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and potential bidder(s). Only written specifications and price quotations will be considered.

Confidentiality

Public agencies in Texas are subject to the Public Information Act.

Delivery

All prices quoted shall be F.O.B. City of College Station. No freight or delivery charges will be accepted unless shown on bid.

Electronic Documents

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

Exceptions

The bidder will note any exceptions to the conditions of this bid on company letterhead. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

Term of Contract

This contract shall become effective from date of acceptance and approval by the City of College Station. It shall remain in full force and effect with firm fixed bid prices for the period of one (1) year.

Extension of Contract

Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) year terms [three (3) years total]. The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than ten percent (10%) of the original contract price, unless such increase/decrease is pursuant to the Escalation/De-Escalation provisions contained herein. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Financial Condition

Contractor must provide audited financial statements, if requested, to the City.

Fiscal Funding

This contract includes fiscal funding provisions. If, for any reason, funds are not appropriated to continue this contract, said contract shall become null and void.

Forms

Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person signing the proposal. When discrepancies occur between words and figures, the words shall govern.

Indemnification

The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

Independent Contractor

Nothing in this bid is intended nor shall be construed to create an employer/employee relationship between the contracting parties.

Insurance

Successful bidder agrees to provide proof of insurance meeting the City's requirements as detailed in Exhibit A.

Interlocal Agreement

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

Notification

The City of College Station uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: City of College Station website or the City of College Station Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. City of College Station accepts no responsibility for the receipt or notifications of solicitations through any other source.

Management

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

Payment Terms

Invoices must be submitted by the vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. To submit invoices via electronic mail, please use the following address: vendorinvoiceentry@cstx.gov . If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before orders are placed. The City will not be liable for payment of invoices received six (6) months after order completion.

Prompt Payment

Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid proposal form. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

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. The City's decision to use the virtual card payment method will be discussed with the bidder recommended for award prior to the execution of an agreement or purchase order. The City may also choose by written agreement to use electronic funds transfers for payments. If so, vendors must complete an authorization form and submit it to our Accounts Payable Division. Forms may be requested from and submitted to Accounts Payable via email at vendorinvoiceentry@cstx.gov.

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.

Priority of Documents

In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the latter will take precedence.

Quantities

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit prices bid.

Reimbursements

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

Reservations

The City reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the City. The City reserves the right to reject any bid that does not fully respond to each specified item.

Samples

Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall upon request be returned at the bidder's expense.

Satisfaction

Acceptance of merchandise, work, or equipment provided shall be made by the City at the sole discretion of the City Council. All terms and conditions of the contract, and specifications must be satisfactorily met; including the submission to the City of any and all documentation as may be required before award recommendation will be submitted to City Council.

Severability

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

Standard Contracts

Should this bid include any of the City's Standard Contracts (Attachment A), all bidders shall be required to thoroughly read and understand the terms, conditions and provisions in these documents. The successful bidder shall be responsible for compliance with these terms and conditions. In the event that this bid is awarded to your company, the executed contract and purchase order subsequently issued will become the official documents to supply product(s) or services(s) to City. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to City Council. Any exceptions taken to City's standard contracts may cause bid to be considered non-responsive.

Tax Exempt

Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.

Title and Risk of Loss

Title and Risk of Loss of the goods shall not pass to the City until the City actually accepts and takes possession of the goods at the point or points of the delivery.

Unit Prices

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The Owner reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

Venue

Any resulting contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas

Withdrawal

Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal submitted to the Purchasing Agent in writing. Owner reserves the right to reject any and all bids by reason of this request.

Personal Interest

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

expressed or implied of the person or corporation contracting with the City shall render the contract voidable by the City Council or City Manager.

Disclosure of Interested Parties

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

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

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

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

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

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

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

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

Assembly

The unit(s) shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment installed, and the unit made ready for continuous operation unless otherwise specified in bid document.

Bid Literature

Bidders must submit with their bid or have on file the latest printed literature and detailed specifications on equipment or material the bidder proposes to furnish. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive-not restrictive and is indicative of the type and quality the City desires to purchase.

Delivery

All deliveries are to be made F.O.B. City of College Station, ATTN Central Receiving, 1601 Graham Road, College Station, TX 77845, during regular working days, and between the hours of 8:00 a.m. and 4:00 p.m., unless otherwise requested by the City.

Regulations and Standards

The unit(s) provided shall meet or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture.

Vendor's Sales Territory

City waives any responsibility or liability for vendors bidding products or services "outside" their authorized territory by manufacturer or product line. Any vendor bidding outside an approved manufacturer line does so at his own risk and discretion. Vendor shall comply with all sales terms according to original bid and purchase order regardless of claim or dispute with product line representatives.

Warranty

Warranty shall be for both labor and materials for a minimum period of one (1) year on any products or services provided to the City, unless specified and agreed upon otherwise.

Workmanship

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

Variations

Any variation from these specifications must be indicated on the Bid or on a separate attachment to the Bid. This sheet shall be labeled as such.

Scope and Intent

The City of College Station (City) is soliciting bids to establish an annual contract for the rental of heavy machinery. It is the intent of the City and participating entity to establish an annual contract with one or more vendors, to supply all commodities outlined in this bid, to be located within the Cities of Bryan and / or College Station city limits for quick accessibility of equipment. For informational purposes only, the City of College Station anticipates future rental of heavy machinery to be approximately \$85,000 or less per fiscal year.

Enter all bid responses using the provided Pricing Worksheet entitled “Exhibit B”.

- ❖ Please complete the Excel Worksheet (Exhibit B) and *upload* this Excel Worksheet document with your “*Line Item*” Pricing *within* [Brazos Valley e-Marketplace](#), Bid# 25-048, to be considered a responsive vendor. **Please Note:** Any response with “Line Item” Pricing, submitted without the completed Excel Worksheet in [Brazos Valley e-Marketplace](#), will be considered “Un-Responsive”.

- ❖ If you are suggesting a substitute, within the “Line-Item Pricing”, you can provide Notes, Manufacturer, Catalog #, Comments, as an Attachment.

CERTIFICATION OF BID

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

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

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

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

Federal Tax ID No.: _____

DUNS No.: _____

Date: _____

Number of Addenda is hereby acknowledged: _____

END OF BID #25-048

Exhibit A Insurance Requirements

During the term of this Agreement, Vendor's insurance policies shall provide evidence on the most current State of Texas Department of Insurance-approved certificate of liability insurance of the following insurance coverage:

Commercial General Liability
Business Automobile Liability
Workers' Compensation

I. General Policy Requirements

- A. Insurance Carriers must be licensed and authorized to do business in the State of Texas and must be A. M. Best-rated A- VIII or better.
- B. Coverage shall not be canceled, non-renewed or reduced in limits of liability until thirty (30) days prior written notice has been given to the City of College Station.
- C. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- D. Contractor shall be responsible for any deductibles on any policies.
- E. Policies (except Workers Compensation) shall be endorsed to name the City of College Station, its officers, agents, employees and volunteers, as Additional Insured.
- F. Policies shall be endorsed to show Contractor's policies are primary to the City's self-insurance or any insurance obtained by the City.
- G. An endorsement Waiving Subrogation Rights shall be provided in favor of the City on all policies
- H. Contractor is responsible for any deductibles which may exist on policies obtained in compliance with the terms of this Agreement.
- I. Certificates of Insurance and endorsements shall be attached hereto as Exhibit C, shall be furnished to the City's Representative at the time of execution of this Agreement, and shall be approved by the City before work commences.

II. Policy-specific Requirements

- A. Commercial General Liability
 - 1. Limit of liability of \$500,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$1,000,000.
 - 2. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage where appropriate.
- B. Business Automobile Liability
 - 1. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury & property damage.
 - 2. Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
 - 3. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
 - 4. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.
- C. Workers compensation insurance shall include the following terms:
 - 1. Employers' Liability minimum limits of \$500,000 for each accident/each disease/each employee.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04".
 - 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

TEAMS MEETING NOTICE for
BID#25-048 OPENING

Laura Perez is inviting you to a scheduled TEAMS meeting,
for Bid#25-048 Opening, May 15, 2025, at 2:00 P.M.C.T.

Join the meeting now

Meeting ID: 257 059 447 448 1

Passcode: AQ2nU39E

June 26, 2025

Item No. 6.7.

Wells 10,11,12 CMAR Contract Amendment No. 2 (GMP No. 2)

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an amendment to a Construction Manager at Risk (CMAR) Contract with Garney Construction., Inc. accepting the Guaranteed Maximum Price Amendment No. 2 (GMP No. 2) of \$3,198,870.93 for the second early works package for Wells 10, 11, and 12 project, plus the City's contingency in the amount of \$319,887.10 for a total appropriation of \$3,518,758.03. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This Amendment No. 2 (GMP No. 2) to the current construction manager at risk contract with Garney Construction includes scopes of work for clearing, and building internal access roads and well pads.

This 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, Variable Frequency drive, and a generator for backup power. The project will also include the construction of 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. Land acquisition will be needed for easements.

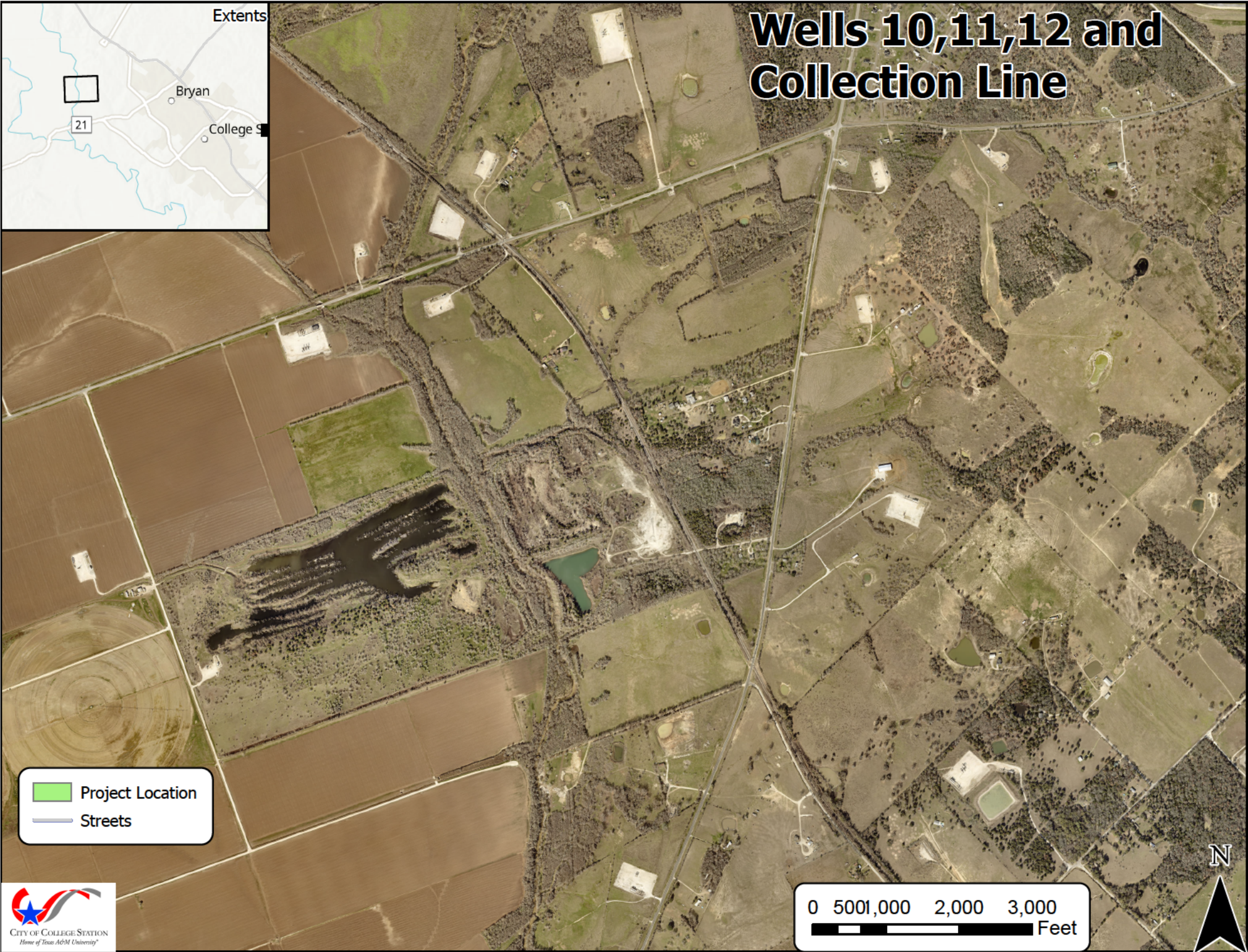
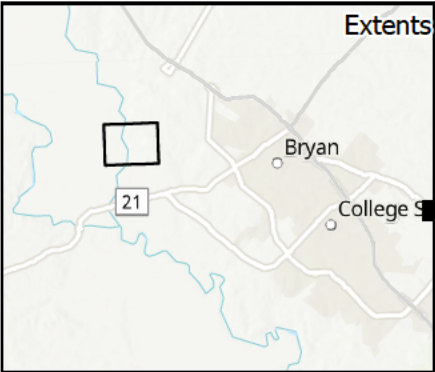
Garney Construction will provide pre-construction services (constructability reviews, materials coordination, cost estimating, etc.) during the design phase. Garney will also provide construction phase services. Construction will be bid out through the CMAR and presented to City Council for approval as a Guaranteed Maximum Price (GMP) for each construction phase(s) of the project. The project began construction in 2025 and will be complete before August 2028.

Budget & Financial Summary: A budget of \$69,300,000 is available in the Water Capital Improvement Projects Fund. A total of \$12,707,901.38 has been expended or committed to date, leaving a balance of \$56,592,099 for this CMAR amendment and any remaining project expenses.

Attachments:

1. Wells 10,11,12 and Collection Line Map
2. 25300059 GMP#2 -- BW

Wells 10,11,12 and Collection Line





CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 25300059 PROJECT#: WA2400 BID/RFP/RFQ#: _____

Project Name / Contract Description: GMP#2 - CMAR New Water Wells 10,11,12 for Access Roads and Pipelines

Name of Contractor: Garney Companies, Inc

CONTRACT TOTAL VALUE: \$ 6,895,977.28 **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 #** 2 **OTHER** _____

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

A budget of \$69,300,000 is available in the Water Capital Improvement Projects Fund. A total of \$12,707,901 has been expended or committed to date, leaving a balance of \$56,592,099 for this CMAR contract and any remaining project expenses.

CRC Approval Date*: 6/17/25 *(If required)** **Council Approval Date*:** 6/26/25 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

Original(s) sent to CSO on _____ *Scanned into Laserfiche on* _____ *Original(s) sent to Fiscal on* _____

**GUARANTEED MAXIMUM PRICE AMENDMENT NO. 2
TO THE STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONSTRUCTION MANAGER AT RISK**

This Guaranteed Maximum Price Amendment No. 2 to the Standard Form of Agreement Between City and Construction Manager At Risk (“Amendment No. 2” or “GMP No. 2”) is entered into by and between the City of College Station, Texas (“City” or “Owner”) and Garney Companies, Inc., (“Construction Manager”) for the construction of the following City Project: New Water Wells 10, 11, 12, Access Roads and Pipelines (the “Project”). This Amendment No. 2 amends the one certain Standard Form of Agreement Between the City and Construction Manager At Risk (the “Agreement”) entered into by and between the City of College Station, Texas and Construction Manager, dated October 25, 2024 (Contract No. 25300059), as further amended by Amendment No. 1, dated May 25, 2025, and further establishes the time for completion of the construction and a Guaranteed Maximum Price (“GMP”) for the construction of the following parts of the Project:

- (a) Bid Package 1.03 – ROW Clearing, Grubbing & Temporary Construction Gaps
- (b) Bid Package 1.04 – Well Site Access Road Construction

RECITALS

WHEREAS, City and Construction Manager entered into the Agreement dated as of October 25, 2024, for the construction of the City’s New Water Wells 10, 11, 12, Access Roads and Pipelines Project, as amended; and

WHEREAS, unless clearly provided otherwise herein, all terms, conditions, and phrases used herein shall have the same meaning as the terms, conditions, and phrases used in the Agreement, as amended; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement contemplates the delivery of a Construction Manager’s GMP Proposal or Proposals if the Project is split up into multiple GMP phases to City; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement requires that said proposal contain certain representations and documentation; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement provides that in the event City timely accepts the Construction Manager’s GMP Proposal, this GMP Amendment shall be executed; and

WHEREAS, the Construction Manager has delivered a Construction Manager’s GMP Proposal to City; and

WHEREAS, City desires to accept the Construction Manager’s GMP Proposal, subject to any amendments or revisions as set forth above and herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Construction Manager agree to modify and amend the Agreement as follows:

1. **Acknowledgments**. The Construction Manager acknowledges that this Amendment No. 2 does modify the original Project scope, budget, and time for completion set forth in the Agreement.
2. **Amendment is Cumulative**. The Construction Manager acknowledges that this Amendment No. 2 is cumulative and includes the costs for the payment bond, performance bond, any applicable bond riders, insurance, general and administrative costs.

3. **GMP Proposal**. City hereby accepts the Construction Manager’s detailed GMP Proposal for GMP Amendment No. 2 submitted by Construction Manager, dated June 6, 2025, a true and complete copy of which is attached hereto and incorporated herein by reference, marked as: Exhibit “A” and sub-Exhibits A-1 through A-8.
4. **Cost of Work for GMP No. 2**. Construction Manager’s GMP for the Cost of the Work for this GMP No. 2 is: **Two Million Seven Hundred Thirty-Four Thousand Thirty-Three and 63/100 Dollars (\$2,734,033.63)**, subject to additions and deductions by Change Order as provided in the Contract Documents as agreed by City and Construction Manager. GMP No. 2 is an amount that the Cost of the Work shall not exceed and is based on and detailed in the attached Exhibit “A” and sub-Exhibits A-1 through A-8.
5. **CMAR General Conditions for GMP No. 2**. The Construction Manager’s General Conditions for GMP No. 2 is a stipulated 8% of the Cost of the Work, as adjusted by a rounding correction from GMP No. 1. The sum of the General Conditions for GMP No. 2 is: **Two Hundred Eighteen Thousand Three Hundred Thirty-Five and 20/100 Dollars (\$218,335.20)**.
6. **CMAR Construction Services Fee for GMP No. 2**. The Construction Manager’s Fee (Construction Services Fee) for the Construction of the Work in GMP No. 2, as adjusted by a rounding correction from GMP No. 1, is hereby established in the sum of **Two Hundred Forty-Six Thousand Five Hundred Two and 10/100 Dollars (\$246,502.10)**, based on the product of 9% multiplied by the Cost of the Work.
7. **Total GMP No. 2 Amount**. The total amount for GMP No. 2, including the noted adjustments above is: **Three Million One Hundred Ninety-Eight Thousand Eight Hundred Seventy and 93/100 Dollars (\$3,198,870.93)**.
8. **All Costs Included in CMAR Fee**. All costs and expenses for those General Conditions, identified by the Construction Manager in its response to the RFP, as well as all overhead expenses and Cost of the Work for the construction are included in the above GMP totals. The Construction Manager acknowledges and agrees that City shall have no liability for any General Condition expenses beyond payment of the above noted amount, and Construction Manager agrees that it shall not be entitled to receive any additional compensation from City for the General Conditions beyond this amount unless expressly adjusted by a Change Order authorized in writing by the City.
9. **Substantial Completion for Bid Package 1.03 – ROW Clearing, Grubbing & Temporary Construction Gaps**. Pursuant to the terms of the Agreement and this GMP No. 2, the ROW Clearing, Grubbing & Temporary Construction Gaps portion of the Project will be substantially complete by October 4, 2025, so long as the Written Notice to Proceed is issued within two (2) weeks of final execution of this GMP No. 2, as defined in Section 2.15 of the Agreement.
10. **Agreement Terms and Conflict**. Except as modified herein, the terms and conditions of the Agreement, as amended, remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, as amended, City and Construction Manager agree that the terms of this Amendment shall take precedence.

Signature Page Immediately Follows

Exhibit “A”
Construction Manager’s GMP No. 1 Proposal

Submittal Letter, Executive Summary, and Supporting Documents
G GARNEY

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.460
Fax: 816.741.4488
www.garney.com

Casey Rhodes, PE
City of College Station
300 Krenek Tap Road
College Station, TX 77840

06/06/2025

RE: Wells 10, 11, 12 and Collection Line Bid Package 1.00 - Early Works Recommendation 02

Mr. Rhodes-

In accordance with the Agreement between Garney Companies, Inc. and the City of College Station, Garney is pleased to provide the below information and attached documentation to support pricing for Bid Package 1.00 - Early Works - ROW Clearing, Grubbing & Temporary Construction Gaps and Well Site Access Road Construction for the Wells 10, 11, 12 and Collection Line project.

Garney recommends to establish the pricing for this bid package at \$3,198,870.93. The scope of work included in this Bid Package 1.00 recommendation includes the procurement of the following construction services to support future GMP proposals and the installation of the permanent wells and collection pipeline.

- SOV 1.03 – ROW Clearing, Grubbing & Temporary Construction Gaps
- SOV 1.04 – Well Site Access Road Construction

This bid package pricing recommendation is for materials and construction services associated with the above-mentioned scopes. The above services will be paid for by Garney Construction within the requirements of the Agreement for the CMAR Project.

The scope included in this recommendation includes the above materials and construction services as identified in the plans and specifications made available to Garney for the purpose of early work procurement and bidding. These plans and specifications are generally referred to as the "Construction Plans for Wells 10, 11, 12 and Collection Pipeline Early Works Submittal" dated 02/20/2025 and "Technical Specifications for Wells 10, 11, 12 and Collection Line Early Works Package" dated 02/21/2025.

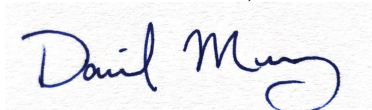
These plans and specifications were not final at the time of procurement and were intended for the sole purpose of early procurement of the above referenced items. It is both possible and likely that design revisions will be made as the project progresses from the 50% Design through Final Design for Construction. Any revisions to these plans and specifications, and cost adjustments associated with those revisions, will be captured either in the future GMP proposal or as a Change Order to any future GMP proposals, as directed by the City of College Station and in accordance with the Agreement.

This Bid Package 1.00 recommendation includes the Construction Manager at Risk's Fees and Expenses, the estimated Cost of the Work, Design Progression Allowance, and expenditures for contingencies as outlined in the Contract Documents and Agreement.

Please contact Garney directly if there are any questions regarding this proposal.

Sincerely,

GARNEY COMPANIES, INC.



Daniel Murray
Senior Project Manager
Garney Companies, Inc.

- Cc:
- Chad Sharbono – Garney
 - Ben Snider – Garney
 - Sam Parrack - Garney
 - Jason Ward – Freese and Nichols
 - David Hunn – Freese and Nichols

Attachments: City of College Station - Wells 10, 11, 12 and Collection Pipeline - Bid Package 01 - Initial Work Package

- Plan Sets:
- 50% – City of College Station Construction Plans for Wells 10, 11, 12 and Collection Pipeline Early Works
 - 50% - City of College Station Technical Specifications for Wells 10, 11, 12 and Collection Line Early Works Package

CITY OF COLLEGE STATION
WELLS 10, 11, 12 and
COLLECTION PIPELINE

Project No. CCL24267



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Recommendation #2
COCS Bid Package 1.00
Work Procurement

Tab-1 – Executive Summary



Casey Rhodes, PE
City of College Station
300 Krenek Tap Road
College Station, TX 77840

06/06/2025

RE: Wells 10, 11, 12 and Collection Line Bid Package 1.00 - Early Works Executive Summary

Mr. Rhodes,

In accordance with the Agreement between Garney Companies, Inc. and the City of College Station, Garney is pleased to provide the below information and attached documentation to establish the Recommended Price for The City of College Station CMAR Project No. CCL24267 Bid Packages 1.03 and 1.04 and associated work identified for the Wells 10, 11, 12 and Collection Pipeline Project.

Garney proposes to establish the Early Work recommendation for the Bid packages at **\$3,198,870.93**. This recommendation includes the Construction Manager at Risk's Fees and Expenses, General Conditions Fee and Expenses, the estimated Cost of the Work, Allowance(s) and Extra Work Items (EW), and expenditures for contingencies as outlined in the Contract Documents and Agreement.

SOV 1.03 – ROW Clearing, Grubbing & Temporary Construction Gaps
SOV 1.04 – Well Site Access Road Construction

This recommendation is for procurement of materials and construction services associated with the above-mentioned scope. The above material and construction services will be paid for by Garney Construction within the requirements of the Agreement for the CMAR Project.

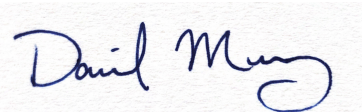
The scopes included in this recommendation includes the above materials and construction services as identified in the plans and specifications made available to Garney for the purpose of procurement as well as the assumptions/clarifications provided as an attachment hereto. These plans and specifications are generally referred to as the "Construction Plans for Wells 10, 11, 12 and Collection Pipeline Early Works Submittal" dated 02/20/2025 and "Technical Specifications for Wells 10, 11, 12 and Collection Line Early Works Package" dated 02/21/2025 and is also inclusive of any addendum(s) issued during the City of College Station - Wells 10, 11, 12 and Collection Pipeline - Bid Package 01 - Initial Work Package procurement process.

These plans and specifications at the time of procurement were intended for bidding purposes for the above referenced scope(s). It is both possible and likely that design revisions will be made as the project progresses and plans are identified and sealed as "For Construction." Any revisions to these plans and specifications, and cost adjustments associated with those revisions, will be captured either in the forthcoming GMP proposals or as a Change Order to any future GMP proposals, as directed by the City of College Station and in accordance with the Agreement.

This CMAR recommendation is critical towards maximizing time efficiencies for construction activities included in future GMP's. Please contact Garney directly if there are any questions regarding this Recommendation Proposal

Sincerely,

GARNEY COMPANIES, INC.



Daniel Murray
Senior Project Manager
Garney Companies, Inc.

Cc: Chad Sharbono – Garney
Ben Snider – Garney
Sam Parrack - Garney
Jason Ward – Freese and Nichols
David Hunn – Freese and Nichols

CITY OF COLLEGE STATION
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Project No. CCL24267



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CMAR Recommendation #2
COCS Bid Packages 1.00
Work Procurement

Tab-2 Contract Documents



Tab 2 – Contract Documents per Bid Package #1.00

The COCS Wells 10, 11, 12 and Collection Pipeline Bid Package #1 Re-Bid contract bid documents can be accessed via the following link. On this site, we have posted the following documents.

- Level 50% Drawings and Specifications
- Electronic (MS Excel) SOV Files
- Geotechnical Report
- Use of Reference Document Disclaimer
- Google Earth KMZ File
- Addendum #1

Level 50% Drawings and Specifications utilized at time of Bid.

To access the Bid Package 01 Contract Documents:

1. Navigate to the following Website:
<https://www.civcastusa.com/project/67fd303c6a2a4a8e619644bf/plans>
2. On the Home screen, click on the “Docs” link on the top left side of the screen. Then navigate throughout the various documents and files used at the time of public advertisement and solicitation.

Exhibit "A-2" - Cost Summary

CMAR Recommendation No. 02

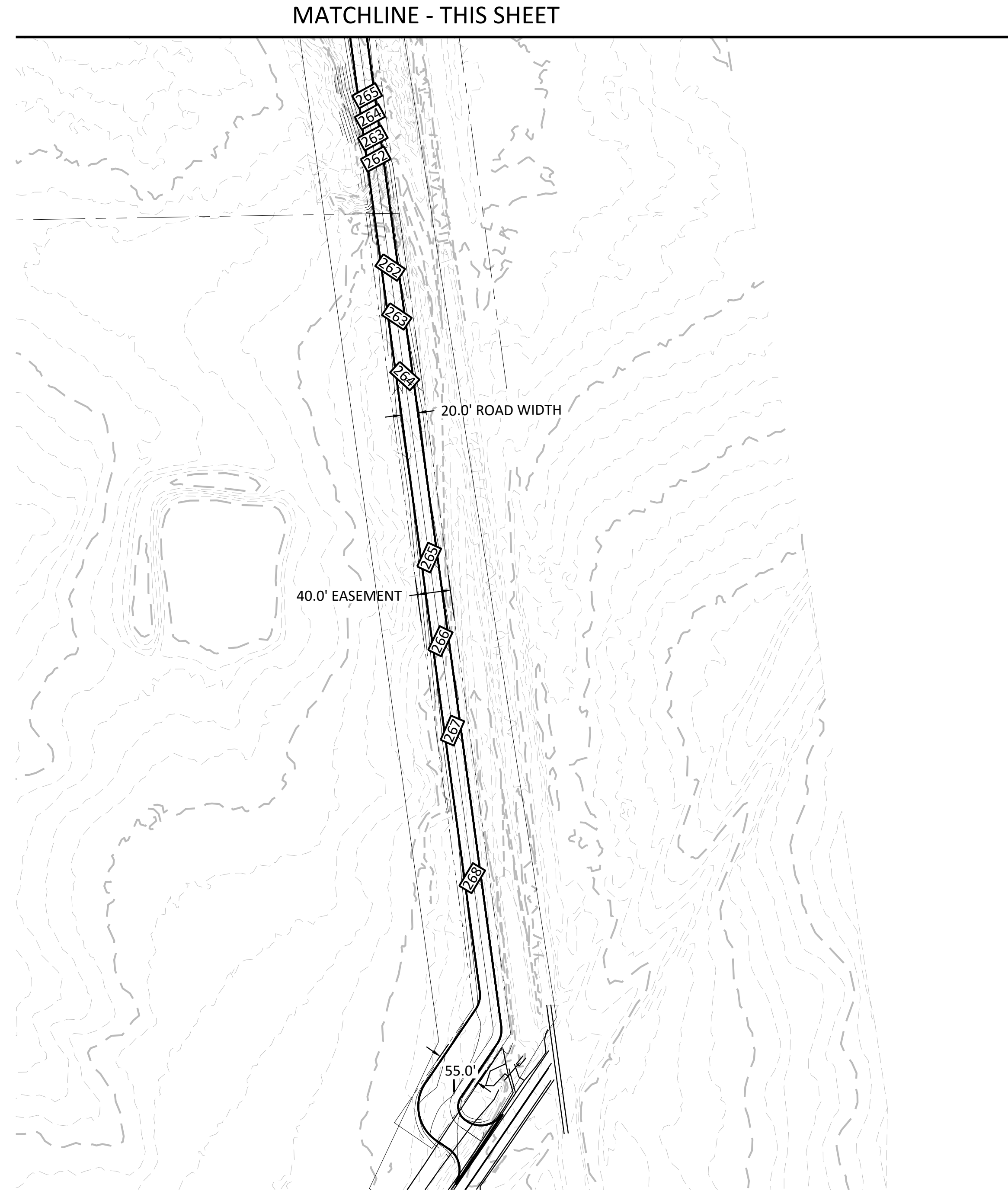
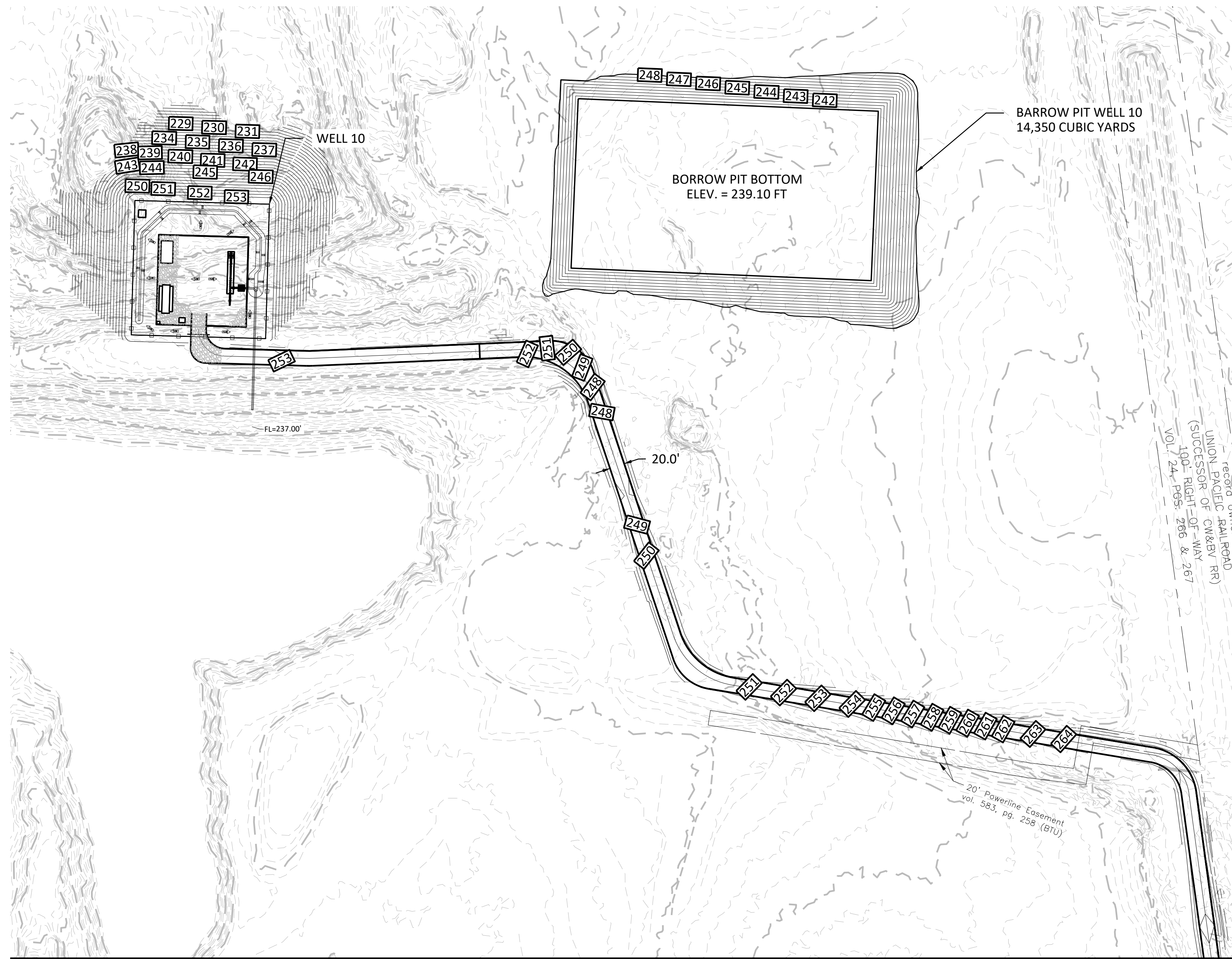
6/6/2025 3:16 PM

Water Wells 10, 11, 12 and Collection Line							6/6/25 3:56 PM
ITEM NUMBER	BID PACKAGE	SYSTEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			BID PACKAGES AND SCOPES OF WORK			\$ -	\$ -
1000	1.03		ROW Clearing and Temporary Gate Gaps	1.0	Lump Sum	\$ 465,775	\$ 465,775.00
1020	1.04		Access Roads and Elevated Well Pad Construction	1.0	Lump Sum	\$ 2,158,067	\$ 2,158,066.56
N/A	1.01		Bid Package 1.01 (Survey) - GMP 01 Correction	1.0	Lump Sum	\$ (20,000)	\$ (20,000.00)
			CONTINGENCIES			\$ -	\$ -
1220	CMAR	CMAR	CMAR Contingency (2% after 100% Design)	0%	Percent	\$ 2,603,842	\$ -
1230	CMAR	CMAR	Design Contingency	5.00%	Percent	\$ 2,603,842	\$ 130,192.08
			FEE's and GC's				
			SUBTOTAL COST OF WORK				\$ 2,734,033.63
2010	CMAR	CMAR	CMAR GC's	8%	Percent of Cost of Work	\$ 2,734,033.63	\$ 218,722.69
2010	CMAR	CMAR	CMAR GC's - ROUNDING CORRECTION	1.0	Lump Sum	\$ (387.49)	\$ (387.49)
2010	CMAR	CMAR	Construction Services Fee	9%	Percent of Cost of Work	\$ 2,734,033.63	\$ 246,063.03
2010	CMAR	CMAR	Construction Services Fee - ROUNDING CORRECTION	1.0	Lump Sum	\$ 439.07	\$ 439.07
			SUBTOTAL COW + CMAR				\$ 3,198,870.93
			TOTAL				\$ 3,198,870.93

Cost above are indicative of the drawings and specifications provided on 02/21/2025. Clarifications and assumptions are included herein.

COCS Wells Tracking Summary - GMP 01						
	COW - BP 1.00	GMP 01 - Direct Cost of Work / Material (1.01, 1.02 & 1.05)	1.0	Lump Sum	\$ 2,882,656.35	\$ 2,882,656.35
	CMAR Contract	Preconstruction Service Fee	1.0	Lump Sum	\$ 324,450.00	\$ 324,450.00
	CMAR Contract	CMAR General Conditions (Fee of 8%)	1.0	Lump Sum	\$ 231,000.00	\$ 231,000.00
	CMAR Contract	Construction Services (CMAR) Fee (9%)	1.0	Lump Sum	\$ 259,000.00	\$ 259,000.00
CMAR TOTAL CONTRACT AMOUNT TO DATE						\$ 3,697,106.35

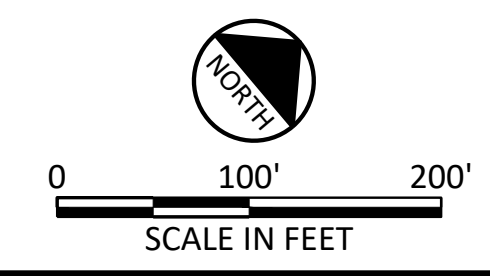
Exhibit "A-3" - Plans



1 WELL 10 GRADING PLAN
1"=100'

NOTES:

- DIMENSIONS FOR BORROW PIT ARE BASED ON THE FILL NEEDED TO BUILD THE WELL PAD SITE AND THE RAMPED ACCESS ROAD TO WELL 10.



Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

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FREES & NICHOLS
101 S. Locust Street, Suite 202
Denton, Texas 76201
Phone - (940) 220-4340
Web - www.freese.com

CITY OF COLLEGE STATION TEXAS
WELLS 10, 11, 12 AND COLLECTION PIPELINE

CIVIL
WELL 10 GRADING PLAN

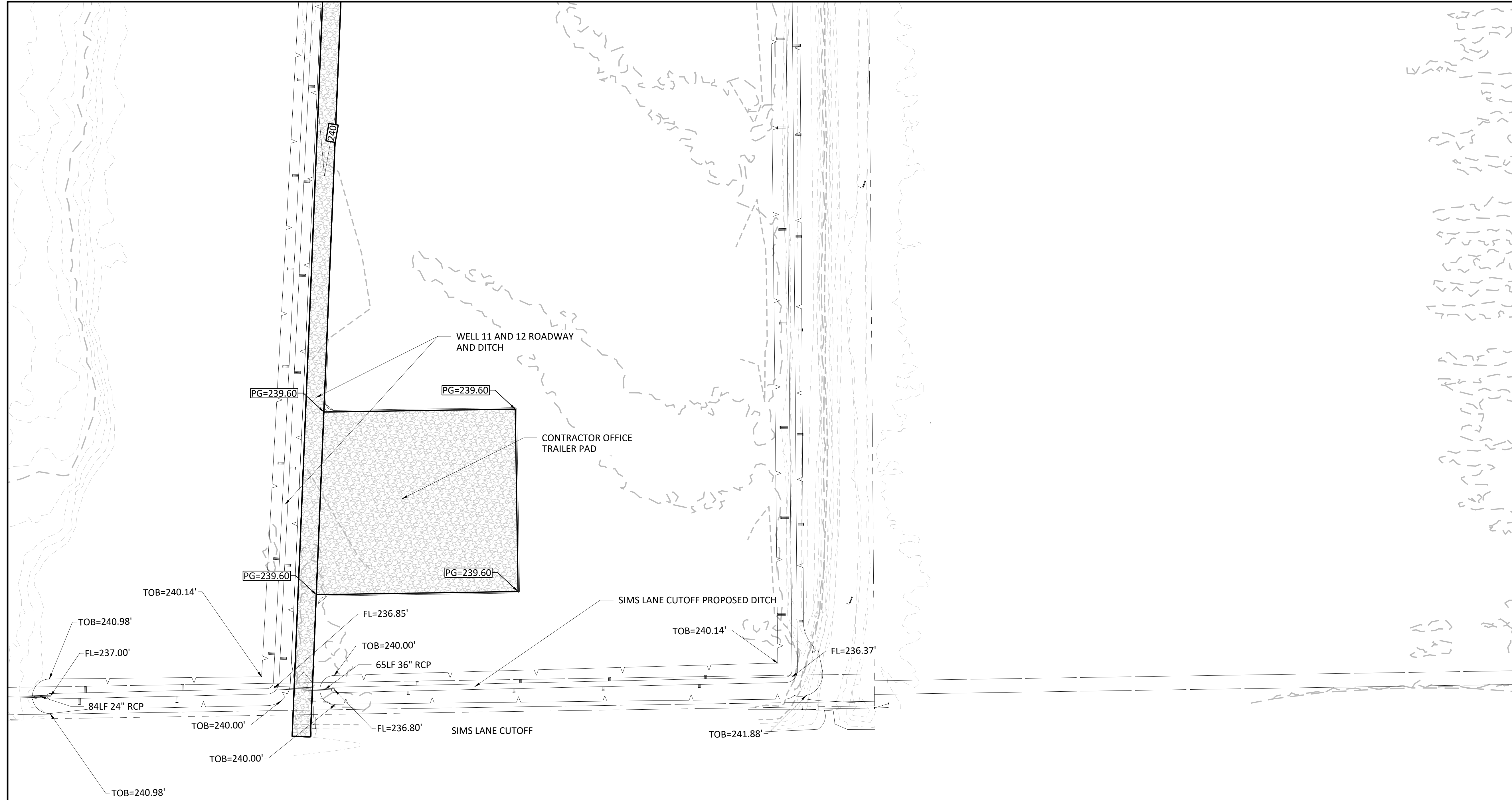
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				DATE
				FEB 2025
				DESIGNED
				BMB
				DRAWN
				ARL
				CHECKED
				DMH 03.05.2025
				APPROVED
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C-3

SEQ. 16 OF 109

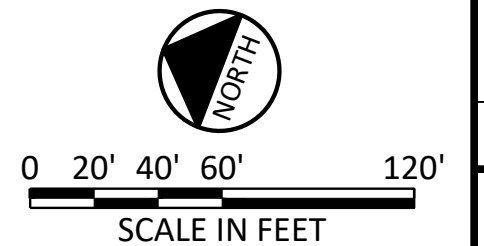
EWP

MATCHLINE SHEET C-14



1

SIMS LANE CUTOFF DITCH GRADING PLAN II
1"=60'



EWP

CITY OF COLLEGE STATION TEXAS
WELLS 10, 11, 12 AND COLLECTION PIPELINE

SIMS LANE CUTOFF DITCH GRADING PLAN II

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PERM. JOB NO.	CCL24476
DATE	FEB 2025
DESIGNED	JAE
DRAWN	WFA
CHECKED	JVM
APPROVED	
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SHEET C-15
SEQ. 28 OF 109

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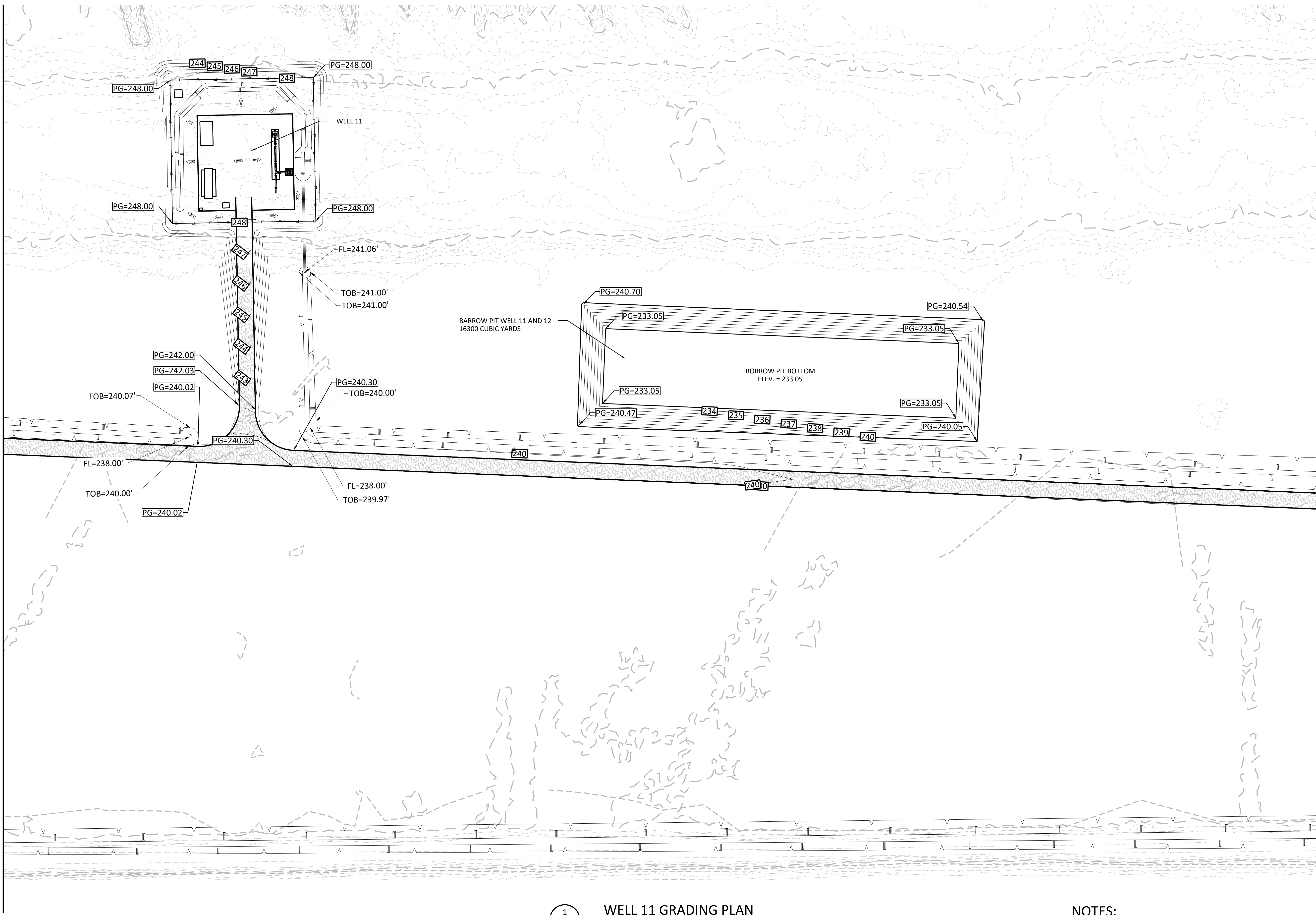
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101 S. Locust Street, Suite 202
Denton, Texas 76201
Phone - (940) 220-4340
Web - www.freese.com

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Texas Registered Engineering Firm F-2144

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MATCHLINE SHEET C-15

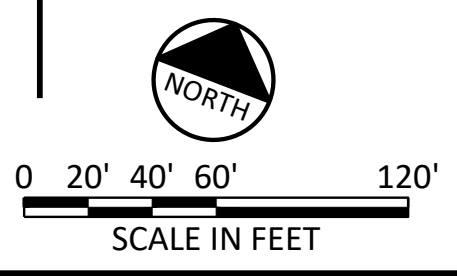
MATCHLINE SHEET C-18



1 WELL 11 GRADING PLAN
 1"=60'

NOTES:

- DIMENSIONS FOR BORROW PIT ARE BASED ON THE FILL NEEDED TO BUILD THE WELL PAD SITE AND THE RAMPED ACCESS ROAD TO WELL 11 AND 12.



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 Texas Registered Engineering Firm F-2144

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CITY OF COLLEGE STATION TEXAS
 WELLS 10, 11, 12 AND COLLECTION PIPELINE

CIVIL
 WELL 11 GRADING PLAN

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				DESIGNED
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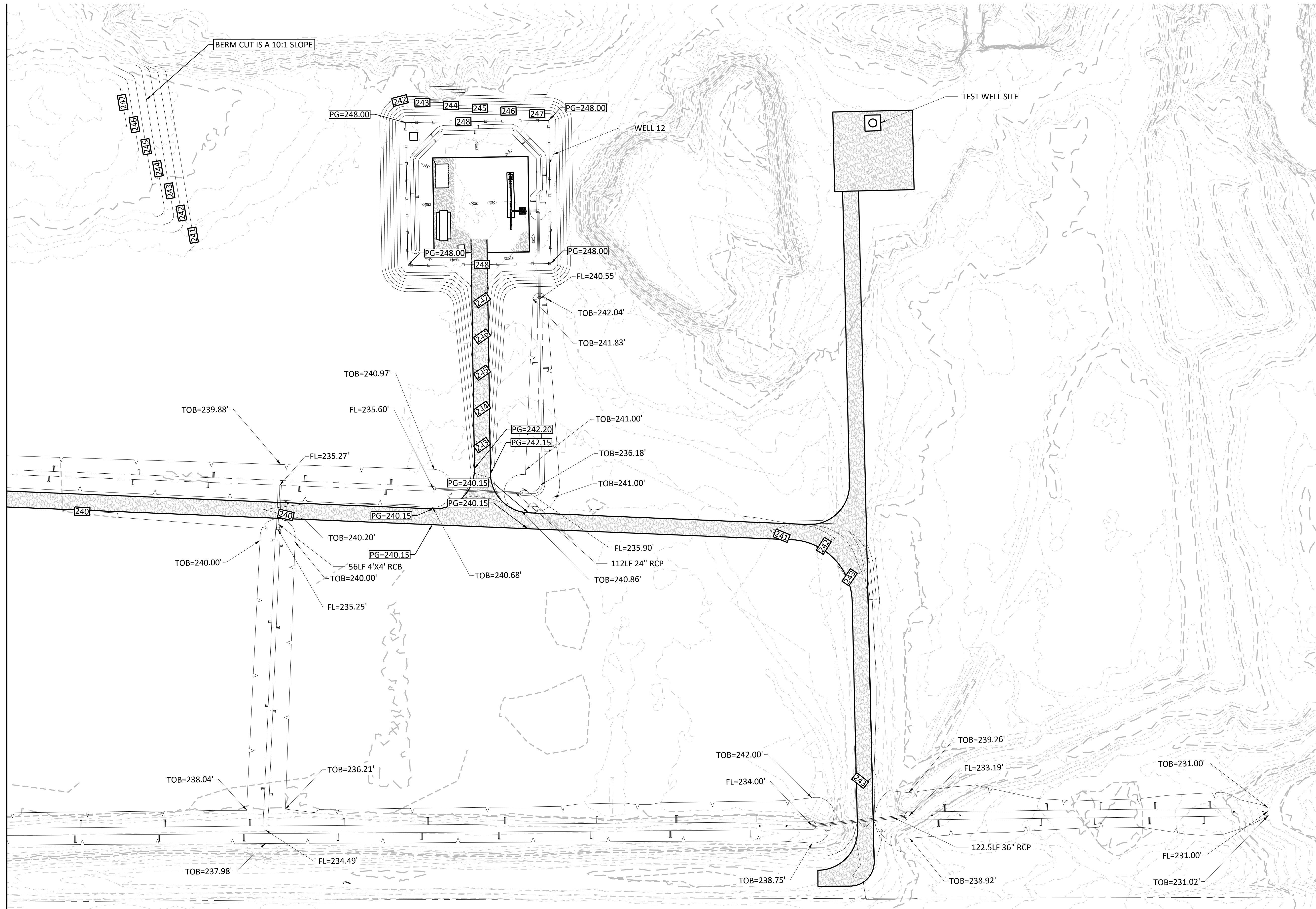
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SEQ. 29 OF 109

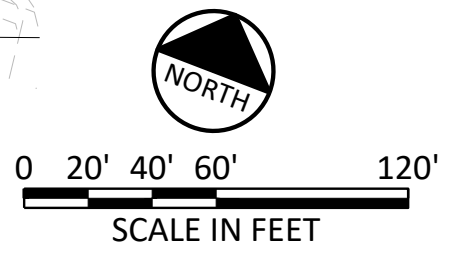
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MATCHLINE SHEET C-16



1 WELL 12 GRADING PLAN
 1"=60'



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 TEXAS NO. 101.009, ON DATE FEB 2025.
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 Web - www.freese.com

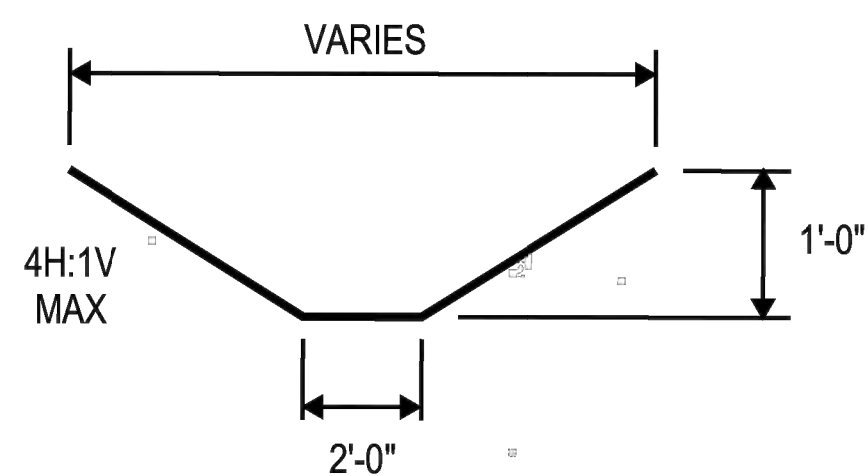
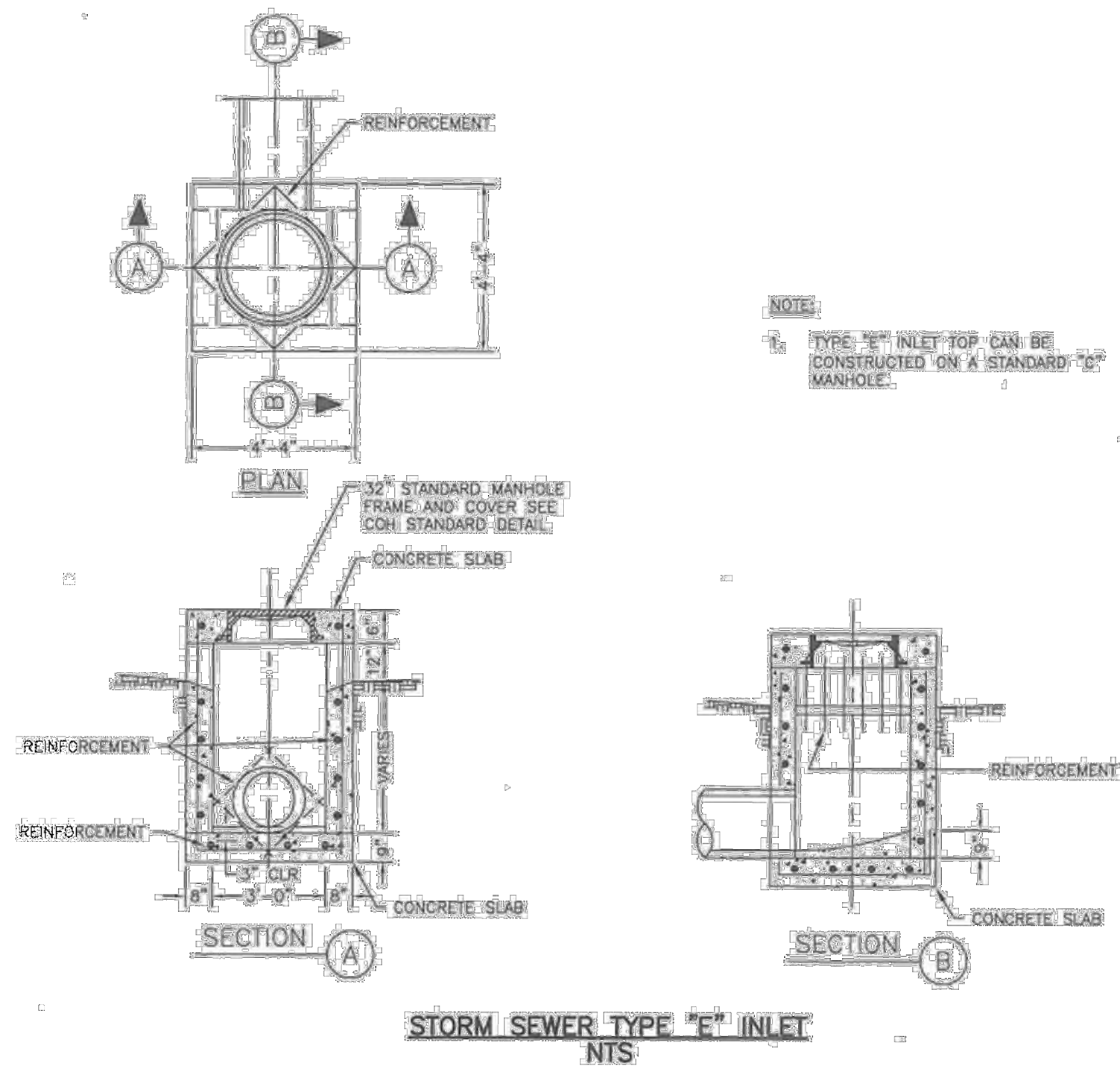
CITY OF COLLEGE STATION TEXAS
WELLS 10, 11, 12 AND COLLECTION PIPELINE

CIVIL
WELL 12 GRADING PLAN

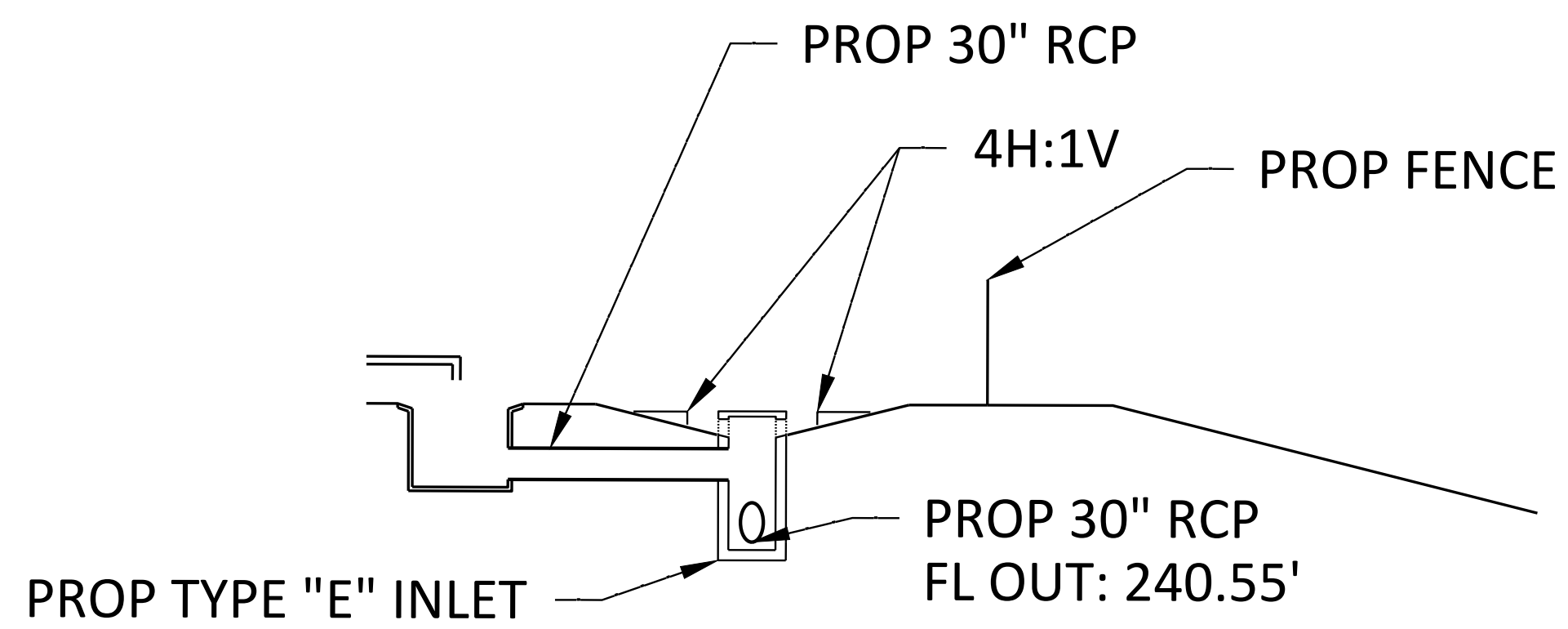
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SHEET C-18
 SEQ. 31 OF 109

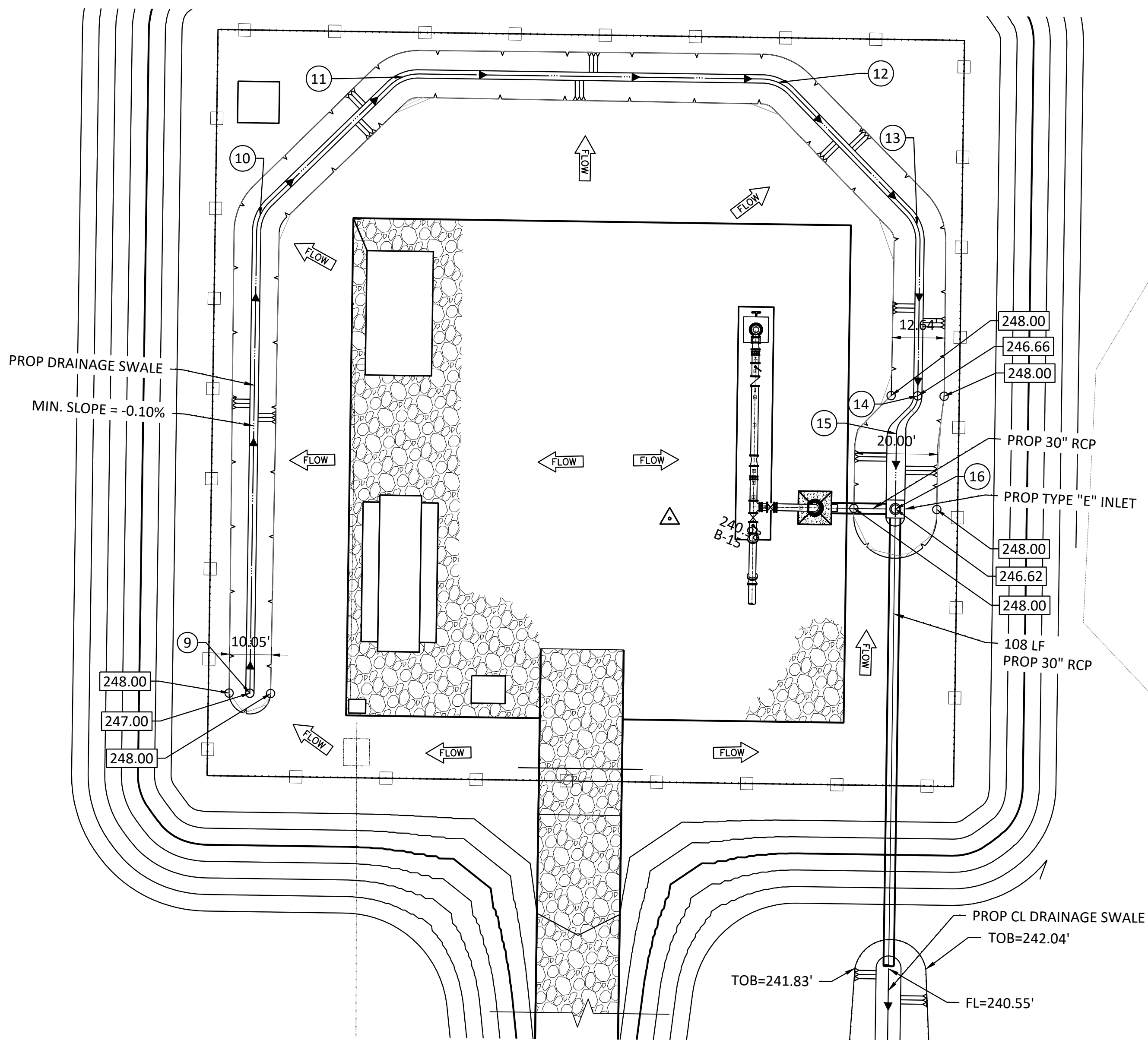
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TYPICAL SWALE CROSS-SECTION
NOT TO SCALE



SECTION A-A



POINT TABLE			
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17	10233827.25	3498594.41	247.00
18	10233934.36	3498551.92	246.88
19	10233978.65	3498570.70	246.84
20	10234012.55	3498654.56	246.75
21	10233993.77	3498698.84	246.70
22	10233955.92	3498714.96	246.66
23	10233945.52	3498713.78	246.64
24	10233924.31	3498722.35	246.62

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144



CITY OF COLLEGE STATION, TEXAS
WELLS, 10, 11, 12 AND COLLECTION PIPELINE

CIVIL
WELL SITE 12 DRAINAGE PLAN

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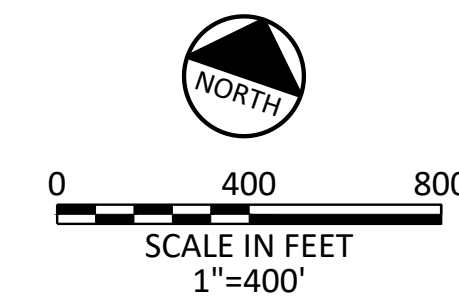
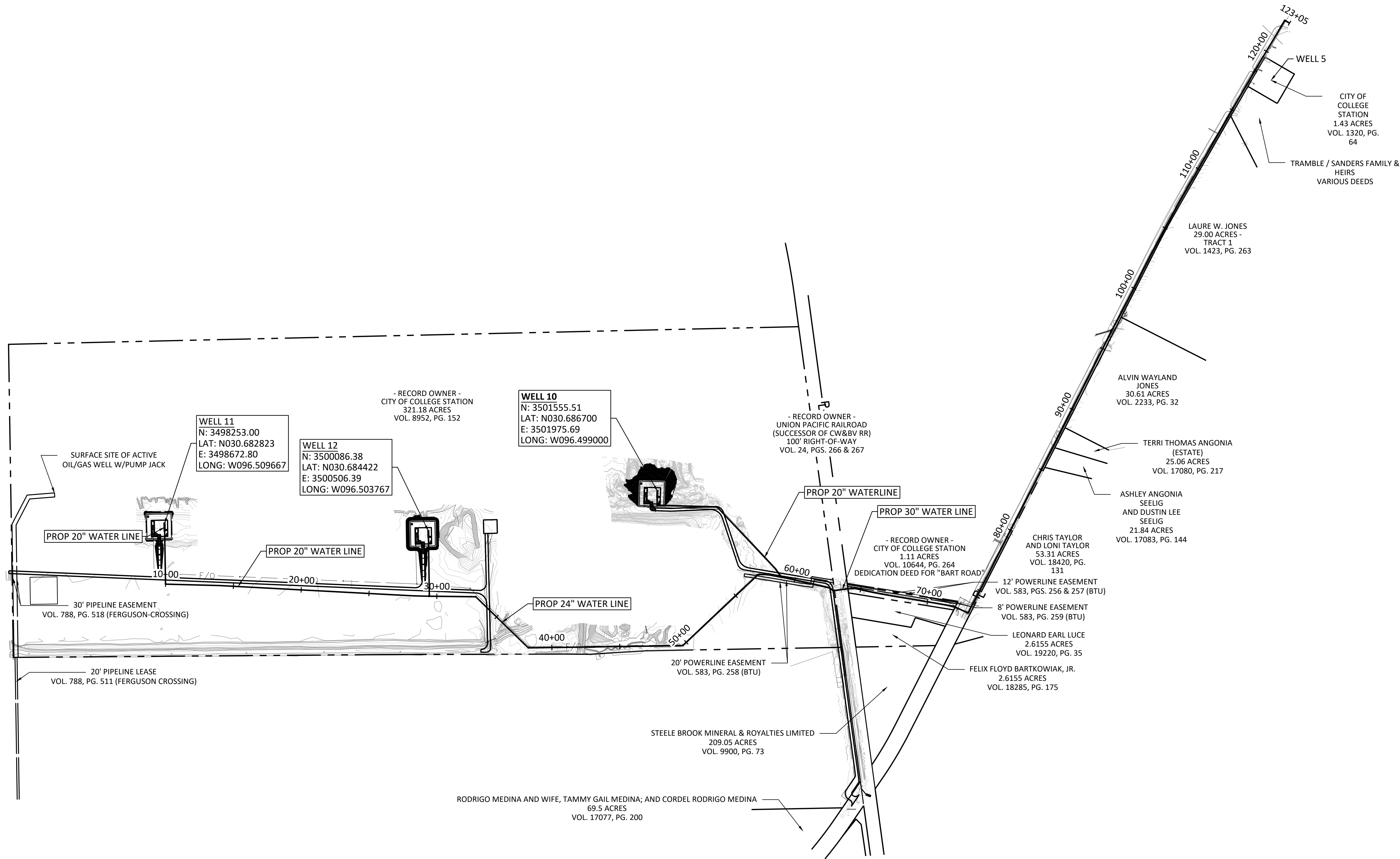
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50% SUBMITTAL

SEQ. # OF 109

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FREES & NICHOLS
 10497 Town and Country Way,
 Suite 500
 Houston, Texas 77024
 Phone - (713) 600-6800
 Web - www.freese.com

CITY OF COLLEGE STATION, TEXAS
WELLS, 10, 11, 12 AND COLLECTION PIPELINE

GENERAL
 SURVEY CONTROL

NO.	ISSUE	DATE	BY	DATE	DESIGNED	DRAWN	CHECKED	APPROVED
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 if not one inch on this sheet, adjust scale.

SHEET **G-7**
 SEQ. # OF 109

50% SUBMITTAL

Exhibit "A-4" - Addenda No. 1



City of College Station
Wells 10, 11, 12 and Collection Pipeline

**Bid Package ROW Clearing, Grubbing & Temporary Construction Gaps (Bid Package 1.03), Well Site
Access Road Construction (Bid Package 1.04)**

ADDENDUM No. 1

May 7th, 2025

TO BIDDER OF RECORD:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the purchase of materials and special services described in Bid Package 1.00 for the City of College Station Wells 10, 11, 12 and Collection Pipeline Project dated May 2025 as fully and completely as if the same were full set forth therein. This addendum includes changes, additions, and/or deletions to the Bid Package described above.

FRONT END SPECIFICATIONS:

1. Updated Table of Contents with new Technical Specification for 31 34 19.13 'Geogrid Soil Reinforcement'.

TECHNICAL SPECIFICATIONS:

1. 31 34 19.13 'Geogrid Soil Reinforcement'.

PLAN SHEETS:

1. None.

ATTACHMENTS:

1. Bid Package 1.03 & 1.04 Pre-Bid Meeting Agenda and Sign-In list for Non-Mandatory Pre-Bid Meeting on 04/29/2025.
2. Civcast Questions and Answers as of the 05/06/2025 Deadline.

CIVCAST UPLOADS:

1. Addenda No. 1 containing all documents herein.

END OF ADDENDA

CITY OF COLLEGE STATION
WELLS 10, 11, 12 and
COLLECTION PIPELINE

Project No. CCL24267



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CMAR Recommendation #2
COCS Bid Packages 1.00
Work Procurement

Assumptions and Exclusions



Tab 3 – Description of Variations, Substitutions Proposed

1. **Specifications** (See hyperlink provided in Tab 2 to gain access to the contract documents that accompanied Bid Package #1). Per this Early Work GMP #1, submittal is “as per specifications” at time of Bid Package #1.
 - a. Qualifications and Assumptions (See Below)
 - b. Exclusions (See Below)

2. **Assumptions and Clarifications**
 - a. This is strictly material procurement per plans and specifications available at time of bid.
 - b. GMP pricing exclusive of installation costs outside of the scopes of work outlined in Bid Package 1.
 - c. GMP pricing contingent upon COCS June 26th Board Approval.
 - d. There are no contingencies included to facilitate material storage at manufacturer (Pipe, fittings, valves, motors and any other component(s))
 - e. GMP based upon 6-day work weeks (Monday through Saturday).
 - f. GMP does not include standard nor overtime for Construction Inspection Fees that are provided by others.
 - g. GMP does not capture any additional scopes of work for each respective bid package outside of the scopes of work identified within the Schedule of Values attached to this document.
 - h. GMP does not include costs to improve county roads to accommodate construction deliveries, maintenance during construction, nor reimbursement funds. That is to be included in a future GMP if directed and or deemed necessary by the remainder of the Project Team.
 - i. GMP does not include permits, utility encroachment agreement, etc. to be obtained by Others. GMP based on timely procurement of these permits by others to avoid unforeseen construction delay.
 - j. GMP does not include costs to provide Rail Road flagging nor special settlement monitoring.
 - k. GMP assumes that access to all properties will remain constant for the duration of the project and all properties necessary for construction pertaining to Bid Packages 1.05 have access permissions at time of NTP.
 - l. GMP based on geotechnical reports available at time of CMAR Bid Package 1.00
 - m. GMP assumed all necessary materials testing, outside of those ‘special tests’ called out in the Test Well Specification are financially covered by others.
 - n. GMP Includes 8% cost of work per CMAR Contract (General Conditions)
 - o. GMP Includes 9% cost of work per CMAR Contract (Construction Services Fee)
 - p. GMP Includes 5% cost of work (Design/CMAR Contingency)(Per AACE Guidelines)

3. **Value Analysis**

4. **Allowance Schedule (Refer to Tab 2 – Design progression Allowance)**

5. **Schedule of Unit Prices (Not applicable)**

6. **All other information (Not applicable)**

Exhibit "A-6" - ROW Clearing

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 1.00 - SOV 1.03 - Clearing		ENTIRE PROJECT LIMITS - ACCESS ROAD, WELL SITES, COLLECTION PIPELINE			
Item	Description	Quantity	Units	Unit Price	Extension
1.00	Mobilization and Demobilization	1.00	Lump Sum	\$ 10,500.00	\$ 10,500.00
2.00	Right of Way Clearing and Grubbing (Leave Mulch in Place Specification 31-11-00) * Pricing to include all site mobilizations to clearing locations * Pricing to include all well collection, pipeline, access roads, well sites including test well, borrow pits and on site improvement areas (berm cutting and drainage ditches/swales) *200' x 200' office location to be included	1.00	Lump Sum	\$ 178,125.00	\$ 178,125.00
3.00	Right of Way Clearing and Grubbing (Leave Mulch in Place Specification 31-11-00) - CSU OHE Power pole Clearing, Ref. SHT E-3 * Pricing to include all site mobilizations to clearing locations - assume additional 20' swath for OHE easement clearing	1.00	Lump Sum	\$ 14,645.00	\$ 14,645.00
4.00	Additional Migratory Bird Treaty Act (MBTA) Survey - Environmental Survey prior to clearing (March 15th to September 15th)	12.00	Surveys/Week	\$ 5,035.00	\$ 60,420.00
5.00	Installation of Barrier Fence at Archeological and Environmentally sensitive areas	100.00	Linear Feet	\$ 15.00	\$ 1,500.00
6.00	Temporary Gate Installation and Fence Repairs for Easement Access	1.00	Lump Sum	\$ 8,750.00	\$ 8,750.00
TOTAL BASE BID:		1.00	Lump Sum	TOTAL:	\$ 273,940.00
EW1	Adder per Additional Clearing as Directed by CMAR	Per Each	Acre	\$ 5,075.00	TBD
EW2	Adder per Disposal of Clearing Debris Offsite	Per Each	Acre	\$ 15,000.00	TBD
EW3	Adder per Relocates as Requested by CMAR	Per Each	Each Relocate	\$ 6,500.00	TBD
EW4	Additional Barrier Fence for Archeological and Environmentally Sensitive Areas	20.00	Linear Feet	\$ 15.00	\$ 300.00
EW5	Additional Migratory Bird Treat Act (MBTA) Survey - Environmental Survey prior to Clearing (March 15th to September 15th)	1.00	Each Survey	\$ 5,035.00	\$ 5,035.00
EW6	Bonds: Performance and Payment	1.00	Lump Sum	\$ 3,050.00	\$ 3,050.00
Allow1	Special Easement Conditions Allowance	1.00	Lump Sum	\$ 50,000.00	\$ 50,000.00
TOTAL EXTRA WORK ITEMS:		1.00	Lump Sum	TOTAL:	\$ 58,385.00
TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK ITEMS):		1.00	Lump Sum	TOTAL:	\$ 332,325.00
Contractor "Write-In"	Confirm Estimated Duration and Acreage of Clearing for Access Roads, Well Pads, Ditches/Swales and Office Pad (City Property - Base Bid)	7	Working Shifts	28.5	Acres
Contractor "Write-In"	Confirm Estimated Duration and Acreage of Clearing for Acres not included on City Property (Pipeline ROW east of the Rail Road)	2	Working Shifts	2.1	Acres
Contractor "Write-In"	Confirm anticipated Duration and Acreage for Clearing of ROW for Well Collection and Pipeline (Base Bid)	3	Working Shifts	4.5	Acres
Notes: * Bidder's shall submit Technical Proposal in accordance with the bid documents. * Project approach shall at a minimum include list of similar projects, proposed key personnel, equipment, and overall project approach. * This is by all intents considered a "Unit Price Proposal". All Quantities herein are approximate. * The CMAR makes no guarantees regarding final quantities. * Final contract amount will be determined based on the actual quantities of work completed and extended at the agreed upon unit prices. * All Mobilizations required to execute the scope of work are to be captured under the Bid Item 1.00. * Notice to Proceed is contingent upon Texas Historical Commission archeological study approval. * Contractor to be held responsible for damages to the CMAR provided BMP's * Bidder understands CMAR Directed Construction Sequence: Beginning with Access Road Clearing at Station 40+12 to Station 36+00, then the Test Well Access Road Clearing followed by the Test Well Pad then followed by the Access Road Clearing and Pad Site Clearings for Wells 11 and 12 and office pad - once these are constructed, the Bidder may perform the remainder of work at their discretion.		Clearing of ROW, Well Sites and Access Roads Milestones			
		1.00	Due Date of Proposal	5/13/2025	
		2.00	Anticipated Contract Execution	6/10/2025	
		3.00	Anticipated Mobilization	7/8/2025	
		4.00	50% Easement Cleared (Wells 11 and 12)	8/5/2025	
		5.00	75% Easement Cleared (Well 10/Pipeline)	9/4/2025	
		6.00	Demobilization/Completion of Clearing	10/4/2025	
\$1,000 Per Day Penalty For Not Achieving Milestones					
Each bidder shall submit one (1) hard copy of SOV and one (1) digital copy of SOV in excel format as specified in Instructions to Bidders.		Company:	Cold Creek Construction, Ltd.		

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 1.00 - SOV 1.03 - ROW and Well Site Clearing

ITEM NUMBER	DESCRIPTION	MEASUREMENT AND PAYMENT
1.00	Mobilization	Item shall be measured as lump sum and include mobilization to the site, demobilization from the site, necessary licenses, permits, and temporary facilities. Mobilization shall be on a lump sum basis at the unit price allowed with a maximum of 5% total Bid amount. Amount of the lump sum Bid for mobilization available for payment shall be as follows: 25% of the lump sum Bid upon execution of contracts, certificate of insurance and insurance policies, bonds (if applicable), and the Notice to Proceed is Issued; 75% of the lump sum Bid upon initial equipment mobilization to the site; 100% of the lump sum Bid when 10% or more of the Bid/Contract amount is earned.
2.00	<p>Right of Way Clearing and Grubbing (Leave Mulch in Place Specification 31-11-00)</p> <p>* Pricing to include all site mobilizations to clearing locations</p> <p>* Pricing to include all well collection, pipeline, access roads, well sites including test well, borrow pits and on site improvement areas (berm cutting and drainage ditches/swales)</p> <p>*200' x 200' office location to be included</p>	<p>Item shall be measured per acre of timber, trees, and heavy brush cleared at the direction of the General Contractor. It shall be understood that the acreage is an estimate of the area requiring clearing along the pipeline route and that the acreage to be cleared and paid shall be agreed upon in writing prior to commencing work. The extended pay item for this work should be considered as a lump sum for completing clearing activities along the entirety of the pipeline route with the specific unit price established for convenience of billing and used in the event additional scope of work is required after commencement of this Contract. Payment made at Lump Sum bid shall include; materials, labor, equipment, and incidentals for the complete clearing and grinding of timber, trees, debris, stumps, culverted creek crossings, necessary tree protection, and other materials as listed in the Contract Documents, and any incidental work and materials not otherwise indicated in other pay items. Any damage to adjacent structures and facilities shall be repaired by the Bidder at no additional cost.</p> <p>Measurement and Payment of this item by the Lump Sum is understood to be full and complete compensation for the "turn-key" completion of all clearing activities along the entirety of the pipeline route. No additional compensation for on-site mobilizations will be made, as cost is to be carried for all on site mobilizations within this Lump Sum Price.</p> <p>Please reference Attachment 'B' within the Bidding Documents which displays the approximate area's of the project where clearing will be required. Generally, this Bid Item will capture all clearing necessary to construct the Pipeline(s), Access Roads, Well Pads (3), Office Area (200' x 200'), Berm Cut location and all Ditches/Swales not along the future Access Roads (reference Sims Lane Cutoff Ditches/Swales) to be constructed under a separate Bid Package (1.04). It will be the sole responsibility of the Bidder to quantify the anticipated Acreage and provide this information within the 'Write-In' portion of the Price Proposal within the SOV sheet.</p>
3.00	<p>Right of Way Clearing and Grubbing (Leave Mulch in Place Specification 31-11-00) - CSU OHE Power pole Clearing, Ref. SHT E-3</p> <p>* Pricing to include all site mobilizations to clearing locations - assume additional 20' swath for OHE easement clearing</p>	<p>Item shall be measured per acre of timber, trees, and heavy brush cleared at the direction of the General Contractor. It shall be understood that the acreage is an estimate of the area requiring clearing along the pipeline route and that the acreage to be cleared and paid shall be agreed upon in writing prior to commencing work. The extended pay item for this work should be considered as a lump sum for completing clearing activities along the entirety of the pipeline route with the specific unit price established for convenience of billing and used in the event additional scope of work is required after commencement of this Contract. Payment made at Lump Sum bid shall include; materials, labor, equipment, and incidentals for the complete clearing and grinding of timber, trees, debris, stumps, culverted creek crossings, necessary tree protection, and other materials as listed in the Contract Documents, and any incidental work and materials not otherwise indicated in other pay items. Any damage to adjacent structures and facilities shall be repaired by the Bidder at no additional cost.</p> <p>Measurement and Payment of this item by the Lump Sum is understood to be full and complete compensation for the "turn-key" completion of all clearing activities along the entirety of the pipeline route. No additional compensation for on-site mobilizations will be made, as cost is to be carried for all on site mobilizations within this Lump Sum Price.</p>
4.00	Additional Migratory Bird Treat Act (MBTA) Survey - Environmental Survey prior to clearing (March 15th to September 15th)	Payment will be made at the unit price bid and measured by each occurrence. Item includes all materials, equipment, subcontracted services and other incidentals to survey the totality of the necessary clearing scope to identify any active nests under federal protection. Item also includes providing the necessary report/survey to the CMAR no later than two (2) business days post survey. Item will also include the implementation of barriers, earlier identification/warning devices or similar to provide visual aid in identification and delineation of those area's needing to remain in place due to active nests. Per the MBTA - Migratory Bird Treaty Act, this survey is to be completed on a weekly basis from March 15th to September 15th each year.
5.00	Installation of Barrier Fence at Archeological and Environmentally sensitive areas	Payment made at unit price Bid shall be measured per each Linear Foot installed. Item includes materials, labor, equipment, and incidentals for installing 8' long t-posts and 6' tall chain link fence perimeter fence around environmentally sensitive area's as delineated by the Texas Historical Commission's site survey and finding. These locations will be identified under Bid Package 1.01 of this solicitation and therefore no surveying services or layout will be required or included within this cost of work. Bidder understands that the work included in this bid item will be coordinated with other subcontractors and installation contractors on the site and multiple mobilizations should not be required.

6.00	Temporary Gate Installation and Fence Repairs for Easement Access	<p>Installation Includes H-Brace on Easement Lines, Gate (per detail), and Closure Device Temporary H-Braces to be set in Concrete on Easement Line Prior to Cutting Fence Includes Repair / Replacement of Existing "Perpendicular" Fence Within Easement as Required Repair / Replacement of Existing Fence Lengths 120-200 Feet per crossing. Payment made at unit price Bid shall be measured per each installation. Item includes materials, labor, equipment, and incidentals for installing Temporary Gates and Fence Repair along the pipeline route and as required to gain access to the pipeline Easement. Bidder understands that the work included in this bid item will be coordinated with other subcontractors and installation contractors on the site and multiple mobilizations will be required.</p> <p>Item includes multiple components including fence repair / replacement with in the easement width, H-braces installed on each easement line, and as necessary to support temporary stretch gate opening. Closure device on stretch gate should be mechanical cam type device allowing the gate to be easily stretched tight and secure by a single person.</p>
EW1	Adder per Additional Clearing as Directed by CMAR	<p>Item shall be measured as a percentage of the Unit Cost per each acre for disposal of chips, mulch, and other waste, from areas cleared of timber, trees, and heavy brush cleared at the direction of the CMAR Team. It shall be understood that the acreage is the Contractors responsibility to estimate the area requiring clearing along the pipeline route and that the acreage to be cleared and paid shall be agreed upon in writing prior to commencing work. The extended pay item for this work should be considered as a lump sum for completing clearing activities along the entirety of the pipeline route. Payment made for the Lump Sum Bid shall include; materials, labor, equipment, and incidentals for the complete hauling and disposal of debris in accordance with Contract Documents, and any incidental work and materials not otherwise indicated in other pay items.</p> <p>Bidder to reference Attachment 'B' of the Bidding Documents which conveys the anticipated locations where this EW Line Item may possible be used. It is currently anticipated that this line item will be used to capture additional clearing as needed for the HDD under the Little Brazos River, but other area's may be desired upon commencement of construction.</p> <p>The Bidder is responsible for locating disposal site and paying all associated loading, hauling and disposal fees for the satisfactory disposal of this material.</p> <p>Measurement and Payment of this item by Per Each acre bid is understood to be full and complete compensation for the "turn-key" completion of all disposal along the entirety of the pipeline route.</p>
EW2	Adder per Disposal of Clearing Debris Offsite	<p>Item shall be measured as a percentage of the Unit Cost per each acre for disposal of chips, mulch, and other waste, from areas cleared of timber, trees, and heavy brush cleared at the direction of the CMAR Team. The extended pay item for this work should be considered as a lump sum for completing complete removal and disposal of all clearing debris to an offsite location selected by the Bidder. Payment made for the Lump Sum Bid shall include; materials, labor, equipment, and incidentals for the complete hauling and disposal of debris in accordance with Contract Documents.</p> <p>The Bidder is responsible for locating disposal site and paying all associated loading, hauling and disposal fees for the satisfactory disposal of this material.</p>
EW3	Adder per Relocates as Requested by CMAR	<p>All Site Moves Necessary to Perform the Work Are Considered Subsidiary and Shall Be Included In Service Provider's Unit Cost For Performing the Work. The Moves Associated With This Item (EW3) Will be Paid to Service Provider ONLY if CMAR Directs Service Provider To Move for CMAR's Convenience. Item shall be measured and paid per each at the Unit Price Bid. This item is reserved specifically for additional mobilizations required by the CMAR Team's convenience at their direction. Item to include mobilization of all equipment, personnel, and incidentals working as a "crew" ONE-WAY to a new work location. Separate, additional payment will be made again at the Unit Price Bid should the bidder be required to mobilize back to the original work location to complete their work.</p> <p>Submission of a project schedule, as required within the Bidding Documents will enable the CMAR and Bidder understand original work flow and provide the remainder of the Project Team confirmation of this CMAR Directed Relocate.</p>
EW4	Additional Barrier Fence for Archeological and Environmentally Sensitive Areas	<p>Payment made at unit price Bid shall be measured per each Linear Foot installed. Item includes materials, labor, equipment, and incidentals for installing 8' long t-posts and 6' tall chain link fence perimeter fence around environmentally sensitive area's as delineated by the Texas Historical Commission's site survey and finding. These locations will be identified under Bid Package 1.01 of this solicitation and therefore no surveying services or layout will be required or included within this cost of work. Bidder understands that the work included in this bid item will be coordinated with other subcontractors and installation contractors on the site and multiple mobilizations should not be required.</p> <p>This EW Bid Item is to capture any additional quantities of Barrier Fence needed and as identified by the THC's survey and report. Being this report has not been finalized, quantities are not known and therefore not guaranteed.</p>

EW5	Additional Migratory Bird Treat Act (MBTA) Survey - Environmental Survey prior to Clearing (March 15th to September 15th)	<p>Payment will be made at the unit price bid and measured by each occurrence. Item includes all materials, equipment, subcontracted services and other incidentals to survey the totality of the necessary clearing scope to identify any active nests under federal protection. Item also includes providing the necessary report/survey to the CMAR no later than two (2) business days post survey. Item will also include the implementation of barriers, earlier identification/warning devices or similar to provide visual aid in identification and delineation of those area's needing to remain in place due to active nests. Per the MBTA - Migratory Bird Treaty Act, this survey is to be completed on a weekly basis from March 15th to September 15th each year.</p> <p>the intent of this EW item is to capture any additional survey's required due to project schedules/delays - this EW item will not be billed against due to delays which are the sole responsibility of the clearing contractor.</p>
EW6	Bonds: Performance and Payment	Payment made at lump sum price Bid. Item includes furnishing performance and payment bonds in accordance with the Contract Documents.
Allow1	Special Easement Conditions Allowance	This item is included as an allowance to address easement conditions. This item will be only be used as reviewed and approved by the CMAR to address unique conditions encountered along the pipeline easement.

Exhibit "A-7" - Well Sites & Access Road Construction

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 1.00 - SOV 1.04 - Well Site Access Road Construction		PROJECT LIMITS - City of College Station Property/Well Sites			
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.00	Mobilization and Demobilization (Captures all Mobilizations to complete the following Scope of Work)	1.00	Lump Sum	\$ 150,000.00	\$ 150,000.00
2.00	Construction of Office Pad and Lay Down Yard/Storage Pad (200' x 200')(Exact Location to be coordinated with CMAR) * Additional 2 vertical feet of fill material will be necessary to balance office pad with access road elevation * 8" of Flexbase Material to be installed upon suitable subgrade with geogrid underlay, graded and compacted	4,444.44	Square Yards	\$ 25.00	\$ 111,111.11
3.00	Removal of Office Pad and Lay Down Yard/Storage Pad (200' x 200')(Exact Location to be coordinated with CMAR)	4,444.44	Square Yards	\$ 10.00	\$ 44,444.44
4.00	Construction of all Access Roads - Per Detail 2 or 3 on SHT C-1 & per Detail 2 of SHT C-61 * 6" of Flexbase Material to be installed, graded and compacted upon initial phase of work (ALL ACCESS ROADS) * 2" of Flexbase Material to be installed, graded and compacted at substantial completion of project or as directed by the CMAR (ALL ACCESS ROADS) * Well Site 10 Access Road Construction (Sta. 1+00 to Sta. 33+63)(SHT C-1 Detail 2, Typical Section) * Well Site 11 and 12 Access Road Construction (Sta. 31+30 to 40+12)(SHT C-1 Detail 2, Typical Section) * Well Site 11 and 12 Access Road Construction (Sta. 1+00 to 31+30)(SHT C-1 Detail 3, Typical Section w/Ditch) * Culverts, RCP and Box Culverts at roads are to be installed as part of this bid item * RipRap and S.E.T.'s installation as identified on updated plan sheets and details	1.00	Lump Sum	\$ 1,100,000.00	\$ 1,100,000.00
5.00	Construction of Elevated Well Site Pads; 10, 11, and 12 * Utilization of on-site material from Borrow Pit; Sites 11 and 12 -16,300 Cubic Yards to construct elevated pad/plateau * Utilization of on-site material from Borrow Pit; Site 10 -14,350 Cubic Yards to construct elevated pad/plateau * Installation of Elevated earthen pad and pad Drainage Swale at sites 10, 11 and 12 * 6" of Flexbase Material to be installed, graded and compacted upon initial phase of work/plateau construction * 2" of No. 67 Stone Material to be installed, graded and compacted at substantial completion of project * Installation of Type "E" Inlet and 30" RCP Assemblies acting as discharge for SOV Item 5.00; Well Sites 10, 11 and 12 (Per Applicable Well Site Drainage Plan Sheets) * RipRap and S.E.T.'s installation as identified on updated plan sheets and details	1.00	Lump Sum	\$ 550,000.00	\$ 550,000.00
6.00	Construction of Site Drainage Ditches/Swales and Culverts NOT associated with Access Road Construction or Well Pad Drainage * SHT G-8, C-1, C-13, C-14 and C-15 * RipRap and S.E.T.'s installation as identified on updated plan sheets and details	1.00	Lump Sum	\$ 65,000.00	\$ 65,000.00
7.00	Execution of Misc. Site Grading Requirements not captured above, as seen on SHT C-1, "Berm Cut" (10:1 slope/cut)	1.00	Lump Sum	\$ 16,000.00	\$ 16,000.00
8.00	Installation of "TxDOT" Construction Entrance; OSR (Well 10 - 2 Ea) and Sims Lane Cutoff	3.00	Each	\$ 3,500.00	\$ 10,500.00
TOTAL BASE BID:		1.00	Lump Sum	TOTAL:	\$ 2,047,055.56
EW1	Additional Remobilization at the Direction of the CMAR	1.00	Each	\$ 15,000.00	\$ 15,000.00
EW2	Additional Access Road Construction - Per Each SY	100.00	SY	\$ 40.00	\$ 4,000.00
EW3	Additional Ditch Construction per Detail on SHT C-1	1.00	Linear Foot	\$ 10.00	\$ 10.00
EW4	Installation of Grouted Rip-Rap (8"-12" Aggregate) at RCP Culvert Inlet/Outlet(s)	10.00	Square Yard	\$ 100.00	\$ 1,000.00
EW5	Additional Material Import, Suitable Pad and Road Subgrade Material Transported to Project - CMAR Directed	100.00	Cubic Yard	\$ 35.00	\$ 3,500.00
EW6	Additional Spoils Haul Off and Transportation off Project Site - CMAR Directed	100.00	Cubic Yard	\$ 25.00	\$ 2,500.00
EW7	Test Well Access Road Construction (See Specification Sheet labeled "EWP")(SHT C-1 Detail 2, Typical Sect)	1.00	Lump Sum	\$ 65,000.00	\$ 65,000.00
EW8	Provide and Install Flexible Base Crushed Limestone - CMAR Directed	500.00	Tons	\$ 40.00	\$ 20,000.00
EW9	Bonds, Performance and Payment	1.00	Lump Sum	\$ 1.00	\$ 1.00
TOTAL EXTRA WORK ITEMS:		1.00	Lump Sum	TOTAL:	\$ 111,011.00
TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK ITEMS):		1.00	Lump Sum	TOTAL:	\$ 2,158,066.56
Contractor "Write-In"	Confirm Acreage of Clearing Needed for Access Road Construction	18	Acres		
Contractor "Write-In"	Confirm Acreage of Clearing Needed for Elevated Well Pad Construction, Wells 10, 11 & 12	15	Acres		
Contractor "Write-In"	Confirm Linear Foot Take off per Bid Item No. 5.00 - Construction of Drainage Ditches/Swales not Associated with Access Roads	6500	Linear Feet		
Contractor "Write-In"	Confirm Duration of Access Road Construction, Completed (6" of Flexbase) at Wells 11 and 12	25	Working Shifts		
Contractor "Write-In"	Confirm Duration of Access Road Construction, Completed (6" of Flexbase) at Well 10	12	Working Shifts		
Contractor "Write-In"	Confirm Duration of Elevated Pads at all Well Sites, Inclusive of Earthwork, Drainage Earthwork and Piping and Well Pad Aggregate	25	10	10	Working Shifts
Contractor "Write-In"	Confirm Square Yardage of Each Access Road for the Respective Well Sites	8150	3500	7500	Square Yards
Note: 1		Bidder's project approach will be required to be turned in with the bid for evaluation by the Project Team.			
Note: 2		Reference Section Drawings for information related to this Bid Package.			
Note: 3		Bidder understands multiple mobilizations will be required (Estimated 24 mo. project duration). Notice to Proceed is contingent upon Texas Historical Commission archeological study approval.			
Note: 4		All work shall be coordinated with CMAR			
Note: 5		Extra Work Items (EW) Quantities are to be completed at the direction of the CMAR. EW Items, and Quantities are NOT Guaranteed			
Note: 6		Subcontractor is required to furnish liability insurance in accordance with the agreement and Section 00 72 00 - Standard General Conditions and 00 73 00 - Supplementary Conditions.			
Note: 7		Bidder understands CMAR Directed Construction Sequence: Beginning with Access road at Station 40+12 to Station 36+00, then the Test Well Access Road followed by the Test Well Pad then followed by the Access Road Clearing and Pad Site Clearings for Wells 11 and 12 and office pad - once these are constructed, the Bidder may perform the remainder of work at their discretion.			
Note: 8		Construction Staking will be provided by the CMAR, any level of Survey needed beyond Construction Staking to execute these works will be the responsibility of the bidder.			
Access Road and Earthwork Milestones					
1.00	Due Date of Proposal	5/13/2025			
2.00	Archeological Report - Approval	6/9/2025			
3.00	Anticipated Contract Execution	6/10/2025			
4.00	Notice to Proceed	6/23/2025			
5.00	Mobilization	7/7/2025			
6.00	Complete with Office Pad	7/25/2025			
7.00	Complete with Access Roads (wells 11,12)	9/19/2025			
8.00	Complete with Well Site Pads (Wells11,12)	10/3/2025			
9.00	Anticipation of Easement Condemnation (well 10)	10/31/2025			
10.00	Complete with Access Roads (well 10)	11/30/2025			
11.00	Complete with Well Site Pads (well 10)	11/30/2025			
12.00	Removal of Office Pad	Upon Final Completion			
\$1,000 Per Day Penalty For Not Achieving Milestones					
Company:		Garney Construction			

Each bidder shall submit one (1) hard copy of SOV and one (1) digital copy of SOV in excel format as specified in Instructions to Bidders.

City of College Station - Bid Package 1.04 - Access Road Construction - ADDENDUM No. 1

ITEM NUMBER	DESCRIPTION	MEASUREMENT AND PAYMENT
1.00	Mobilization and Demobilization (Captures all Mobilizations to complete the following Scope of Work)	Item shall be measured as lump sum and include mobilization to the site, demobilization from the site, necessary licenses, permits, and temporary facilities. Mobilization shall be on a lump sum basis at the unit price allowed with a maximum of 10% total amount Bid. Amount of the lump sum Bid for mobilization available for payment shall be as follows: 25% of the lump sum Bid upon execution of contracts, certificate of insurance and insurance policies, bonds (if applicable), and the Notice to Proceed is issued; 75% of the lump sum Bid upon initial equipment mobilization to the site; 100% of the lump sum Bid when 10% or more of the Bid amount is earned. It is the bidders responsibility to understand that multiple mobilizations will be required to fulfill this contract. while Site 11 and 12 are contained within one side of the project, Well 10 is divided from the others by the Little Brazos River, which is an impassible obstacle - Bidder should include this pricing within the Line Item.
2.00	Construction of Office Pad and Lay Down Yard/Storage Pad (200' x 200')(Exact Location to be coordinated with CMAR)	Measurement and payment for Office Pad Construction will be by the square yard. Payment made at the unit price bid shall include: materials, labor, equipment, and incidentals for completing subgrade prep, compaction of subgrade, earthwork, aggregate installation and compaction activities in accordance with the Contract Documents. Measurement per square yard shall include all work included into this bid item. Bidder understands that the work included in this bid item will be coordinated with other subcontractors.
3.00	Removal of Office Pad and Lay Down Yard/Storage Pad (200' x 200')(Exact Location to be coordinated with CMAR)	Measurement and payment for Office Pad Removal will be by the square yard. Payment made at the unit price bid shall include: materials, labor, equipment, and incidentals for removal and haul off of office pad and laydown yard materials in accordance with the Contract Documents. Measurement per square yard shall include all work included into this bid item. Bidder understands that the work included in this bid item will be coordinated with other subcontractors, and that scheduling this work with the CMAR will be necessary. Disposal Site to be an off site location which complies with all local, state and federal guidelines - it is the sole responsibility of the Bidder to include all costs associated with off site disposal within this Unit Cost Bid Item.
4.00	Construction of all Access Roads - Per Detail 2 or 3 on SHT C-1 & per Detail 2 of SHT C-61 * 6" of Flexbase Material to be installed, graded and compacted upon initial phase of work (ALL ACCESS ROADS) * 2" of Flexbase Material to be installed, graded and compacted at substantial completion of project or as directed by the CMAR (ALL ACCESS ROADS) * Well Site 10 Access Road Construction (Sta. 1+00 to Sta. 33+63)(SHT C-1 Detail 2, Typical Section) * Well Site 11 and 12 Access Road Construction (Sta. 31+30 to 40+12)(SHT C-1 Detail 2, Typical Section) * Well Site 11 and 12 Access Road Construction (Sta. 1+00 to 31+30)(SHT C-1 Detail 3, Typical Section w/Ditch) * Culverts; RCP and Box Culverts at roads are to be installed as part of this bid item * RipRap and S.E.T.'s installation as identified on updated plan sheets and details	Measurement and payment for Construction of All Access Roads will be at the unit price bid. Payment made at the unit price bid shall include: materials, labor, equipment, and incidentals for completing Access Road Construction activities in accordance with the Contract Documents. Material Testing will be provided by others however Bidder will be responsible for providing the necessary materials/submittals for approval prior to beginning work. Bid Item includes the preparation of subgrade to 95% or greater density and to -2 to 3% of optimum moisture, installation of 6" Lime Treated Base to the density and moisture requirements within the specifications and details and a final course of 6" Flex base per TxDOT 247. Geogrid Material will also be required under all flex base courses. It is the responsibility of the Bidder to provide any costs associated with reaching prescribed densities, compaction and moisture requirements. It will also be the responsibility of the Bidder to include costs associated with additional level of survey outside of those provided within Bid Package 1.01 as part of this Work Solicitation Package. Bidder also understands the following sequence of work will be required; beginning with the construction of access roads to Wells 11 and 12 then moving on to the access road at Well 10. At locations which prescribe a Ditch/Swale to be constructed along the Access Road, all costs associated with this are to be captured within this SOV Line Item. All RCP culverts, RCP and Box Culverts are to also be included as part of the bid item. Bidder is to also provide the necessary materials, labor, equipment, and incidentals for completing aggregate RipRap placement, at the locations and dimensions as seen on the plans.
5.00	Construction of Elevated Well Site Pads; 10, 11, and 12 * Utilization of on-site material from 'Borrow Pit'; Sites 11 and 12 -16,300 Cubic Yards to construct elevated pad/plateau * Utilization of on-site material from 'Borrow Pit'; Site 10 - 14,350 Cubic Yards to construct elevated pad/plateau * Installation of Elevated earthen pad and pad Drainage Swale at sites 10, 11 and 12 * 6" of Flexbase Material to be installed, graded and compacted upon initial phase of work/plateau construction * 2" of No. 67 Stone Material to be installed, graded and compacted at substantial completion of project * Installation of Type "E" Inlet and 30" RCP Assemblies acting as discharge for SOV Item 5.00; Well Sites 10, 11 and 12 (Per Applicable Well Site Drainage Plan Sheets) * RipRap and S.E.T.'s installation as identified on updated plan sheets and details	Measurement and payment for Site Drainage Ditches/Swales will be at the Lump Sum Bid. Payment made at the Lump Sum bid shall include: materials, labor, equipment, and incidentals for completing Ditch/Swale construction activities in accordance with the Contract Documents. The intent of this Line Item is to capture Ditches/Swales that are not associated with any Access Roads. In the event there is any discrepancy, or additional Ditches/Swales not captured within Bid Item No. 4.00, the balance is to be captured within this SOV Line Item. Material Testing will be provided by others however Bidder will be responsible for providing the necessary materials/submittals for approval prior to beginning work if required. It is the responsibility of the Bidder to provide any costs associated with reaching prescribed densities, compaction and moisture requirements. It will also be the responsibility of the Bidder to include costs associated with additional level of survey outside of those provided within Bid Package 1.01 as part of this Work Solicitation Package. It will also be responsibility of the Bidder to import/export material to an offsite location in the event the provided borrow pits do not encapsulate all of the material needed for this construction activity. The necessary drainage devices, culverts, ditches/swales, structures and incidentals will be captured within this Bid Item. Contractor to include all costs for labor, materials and equipment to perform this work. Bidder is to also provide the necessary materials, labor, equipment, and incidentals for completing aggregate RipRap placement, at the locations and dimensions as seen on the plans.
6.00	Construction of Site Drainage Ditches/Swales and Culverts NOT associated with Access Road Construction or Well Pad Drainage * SHT G-8, C-1, C-13, C-14 and C-15	Measurement and payment for Site Drainage Ditches/Swales will be at the Lump Sum Bid. Payment made at the Lump Sum bid shall include: materials, labor, equipment, and incidentals for completing Ditch/Swale construction activities in accordance with the Contract Documents. Material Testing will be provided by others however Bidder will be responsible for providing the necessary materials/submittals for approval prior to beginning work. Bid Item includes the preparation of subgrade to Project Specifications, inclusive or density and moisture requirements within the specifications. It is the responsibility of the Bidder to provide any costs associated with reaching prescribed densities, compaction and moisture requirements. It will also be the responsibility of the Bidder to include costs associated with additional level of survey outside of those provided within Bid Package 1.01 as part of this Work Solicitation Package. While the majority of this Bid Item's quantity is located off of Sims Lane Cutoff, it is the bidders sole responsibility to quantify all applicable footages/volumes based off of the Bidding Documents and include these quantities within this Line Item. Any locations of Ditches and Swales not included within other bid items are to be captured within this SOV Line Item. It will also be responsibility of the Bidder to import/export material to an offsite location in the event the provided borrow pits do not encapsulate all of the material needed for this construction activity. All RCP culverts, RCP and Box Culverts if required are to also be included as part of the bid item. Bidder is to also provide the necessary materials, labor, equipment, and incidentals for completing aggregate RipRap placement, at the locations and dimensions as seen on the plans.
7.00	Execution of Misc. Site Grading Requirements not captured above, as seen on SHT C-1, "Berm Cut" (10:1 slope/cut)	Measurement and payment for Misc. Site Grading (singular Berm Cut Location) will be at the Lump Sum Bid. Payment made at the Lump Sum bid shall include: materials, labor, equipment, and incidentals for completing Berm Cutting (creating channel to redirect flow of water due to new pad construction/proximity) construction activities in accordance with the Contract Documents. It is the responsibility of the Bidder to provide any costs associated with reaching prescribed densities, compaction and moisture requirements. It will also be the responsibility of the Bidder to include costs associated with additional level of survey outside of those provided within Bid Package 1.01 as part of this Work Solicitation Package. It will also be responsibility of the Bidder to import/export material to an offsite location in the event the provided borrow pits do not encapsulate all of the material needed for this construction activity.
8.00	Installation of "TxDOT" Construction Entrance; OSR (Well 10) and Sims Lane Cutoff	Measurement of this item will be per Each. This bid item includes all costs for material, labor, equipment, and incidentals for all work related to all required to install TxDOT compliant Construction Entrances at the direction of the CMAR. Bidder to assume a minimum dimension of 50' in length, 25' wide and no less than 8" deep of 3"x5" Bull Rock' materials or similar, underlay to consist of geogrid with topsoil being stripped and segregated as part of the installation process. Payment will be based on Each additional Construction Entrance installed "Complete in Place" at the direction of the CMAR. Quantities for this line item, like others, are not guaranteed.

EW1	Additional Remobilization at the Direction of the CMAR	<p>All Site Moves Necessary to Perform the Work Are Considered Subsidiary and Shall Be Included In Service Provider's Unit Cost For Performing the Work. The Moves Associated With This Item (EW3) Will be Paid to Service Provider ONLY if CMAR Directs Service Provider To Move for CMAR's Convenience. Item shall be measured and paid per each at the Unit Price Bid. This item is reserved specifically for additional mobilizations required by the CMAR Team's convenience at their direction. Item to include mobilization of all equipment, personnel, and incidentals working as a "crew" ONE-WAY to a new work location. Separate, additional payment will be made again at the Unit Price Bid should the bidder be required to mobilize back to the original work location to complete their work.</p> <p>Submission of a project schedule, as required within the Bidding Documents will enable the CMAR and Bidder understand original work flow and provide the remainder of the Project Team confirmation of this CMAR Directed Relocate.</p>
EW2	Additional Access Road Construction - Per Each SY	<p>Measurement and payment for Construction of Additional Access Roads will be at the unit price bid. Payment made at the unit price bid shall include; materials, labor, equipment, and incidentals for completing Access Road Construction activities in accordance with the Contract Documents. Material Testing will be provided by others however Bidder will be responsible for providing the necessary materials/submittals for approval prior to beginning work. Bid Item includes the preparation of subgrade to 95% or greater density and to -2 to 3% of optimum moisture, installation of 6" Lime Treated Base to the density and moisture requirements within the specifications and details and a final course of 6" Flex base per TxDOT 247. Geogrid Material will also be required under all flex base courses. It is the responsibility of the Bidder to provide any costs associated with reaching prescribed densities, compaction and moisture requirements. It will also be the responsibility of the Bidder to include costs associated with additional level of survey outside of those provided within Bid Package 1.01 as part of this Work Solicitation Package.</p> <p>This activity will be at the direction of the CMAR, and quantities are not guaranteed.</p>
EW3	Additional Ditch Construction per Detail on SHT C-1	<p>Measurement and payment for Extra Ditch/Swale Construction will be at the Lump Sum Bid. Payment made at the Lump Sum bid shall include; materials, labor, equipment, and incidentals for completing Ditch/Swale construction activities in accordance with the Contract Documents. Material Testing will be provided by others however Bidder will be responsible for providing the necessary materials/submittals for approval prior to beginning work. Bid Item includes the preparation of subgrade to Project Specifications, inclusive of density and moisture requirements within the specifications. It is the responsibility of the Bidder to provide any costs associated with reaching prescribed densities, compaction and moisture requirements. It will also be the responsibility of the Bidder to include costs associated with additional level of survey outside of those provided within Bid Package 1.01 as part of this Work Solicitation Package.</p> <p>It will also be responsibility of the Bidder to import/export material to an offsite location in the event the provided borrow pits do not encapsulate all of the material needed for this construction activity.</p> <p>All RCP culverts, RCP and Box Culverts if required are to also be included as part of the bid item.</p>
EW4	Installation of Grouted Rip-Rap (8"-12" Aggregate) at RCP Culvert Inlet/Outlet(s)	<p>Measurement and payment for grouted rip-rap will be at the unit price bid. Payment made at the unit price bid shall include; materials, labor, equipment, and incidentals for completing placement of rip-rap and grout material activities in accordance with the Contract Documents. This Bid Item quantity is not a guarantee, and work will be only be executed at the direction of the CMAR.</p>
EW5	Additional Material Import, Suitable Pad and Road Subgrade Material Transported to Project - CMAR Directed	<p>Measurement and payment for Additional Import Material shall be at the lump sum bid. Payment made at the lump sum bid shall include; materials, labor, equipment, and incidentals for completing "turn-key" material trucking, transportation to the site, acquisition of material activities in accordance with the Contract Documents. This Bid Item quantity is not a guarantee, and work will be only be executed at the direction of the CMAR.</p> <p>It is the bidders responsibility to comply with all local, state and federal requirements related to the importation of surplus material to the project site. It will also be the sole responsibility of the Bidder to verify that the imported material will comply and perform with the project specifications.</p>
EW6	Additional Spoils Haul Off and Transportation off Project Site - CMAR Directed	<p>Measurement and payment for Additional Spoils Haul Off shall be at the lump sum bid. Payment made at the lump sum bid shall include; materials, labor, equipment, and incidentals for completing "turn-key" material trucking, haul off and disposal activities in accordance with the Contract Documents. This Bid Item quantity is not a guarantee, and work will be only be executed at the direction of the CMAR.</p> <p>It is the bidders responsibility to comply with all local, state and federal requirements related to disposal of any surplus material to an off-site location at the choosing of the Bidder.</p>
EW7	Test Well Access Road Construction (See Specification Sheet labeled 'EWP')(SHT C-1 Detail 2, Typical Sect)	<p>Measurement and payment for Temp Well Access Road shall be at the lump sum bid. Payment made at the lump sum bid shall include; materials, labor, equipment, and incidentals for completing subgrade preparation, geogrid underlay and flexible base installation activities in accordance with the Contract Documents. This Bid Item quantity is not a guarantee, and work will be only be executed at the direction of the CMAR.</p>
EW8	Provide and Install Flexible Base Crushed Limestone - CMAR Directed	<p>Measurement and Payment for Flexible Base Crushed Limestone to be at the unit price bid. Payment to be made based on the quantity installed by verification of load/delivery tickets. Item to include all applicable labor, materials and equipment to furnish, deliver, prepare subgrade, compact and grade flex base material in accordance with the Project Documents. Geogrid underlay to also be installed atop prepared subgrade and beneath the flexible base material.</p>
EW9	Bonds, Performance and Payment	<p>Payment made at lump sum price Bid. Item includes furnishing performance and payment bonds in accordance with the Contract Documents.</p>

Exhibit “A-8”
Bond Riders for Payment and Performance Bonds

INCREASE PENALTY RIDER

BOND NO. 30236819/ 674224407

To be attached and form a part of Bond No. 30236819/ 674224407 dated the 2nd Day of May, 2025, executed by The Continental Insurance Company / Liberty Mutual Insurance Company as surety, on behalf of Garney Companies, Inc. as current principal of record, and in favor of City of College Station, TX, as Obligee for JOB 7488: New Water Wells 10,11,12 Access Roads and Pipelines Project, and in the amount of Three Million Six Hundred Ninety Seven Thousand One Hundred Six Dollars and 35/100 (\$3,697,106.35).

In consideration of the agreed premium charged for this bond, it is understood and agreed that The Continental Insurance Company/ Liberty Mutual Insurance Company hereby consents that effective from the 26th Day of June, 2025, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED: (GMP Amendment 2 - \$3,198,870.93)

FROM: Three Million Six Hundred Ninety Seven Thousand One Hundred Six Dollars and 35/100 (\$3,697,106.35)

TO: Six Million Eight Hundred Ninety Five Thousand Nine Hundred Seventy Seven Dollars and 28/100 (\$6,895,977.28)

The INCREASE of said bond penalty shall be effective as of the 26th Day of June, 2025, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 26th Day of June, 2025

Garney Companies, Inc.

PRINCIPAL

BY

BW

William D. Williams, Executive Vice President

The Continental Insurance Company/ Liberty Mutual Insurance Company

SURETY

BY

K. Zerounian, ATTORNEY-IN-FACT

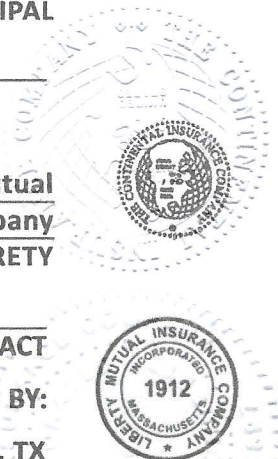
THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

City of College Station, TX

OBLIGEE

By _____

TITLE



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

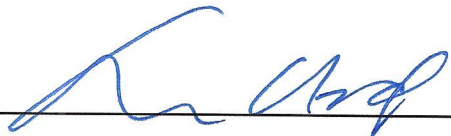
On JUNE 26, 2025 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared K. Zerounian,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Thuyduong Le, Brittany Kavan, Misty R Hemje, Courtney Chew, Maria De Los Angeles Reynoso, Tina K Nierenberg

of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of November, 2023.



The Continental Insurance Company,

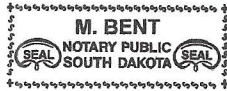
Larry Kasten

Larry Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of November, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 26th day of June, 2025.



The Continental Insurance Company

D. Johnson

D. Johnson

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”). Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213019 - 024125

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Courtney Chew, Forrest Chamberlain, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maria D. Reynoso, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of June, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

June 26, 2025

Item No. 6.8.

Protection & Controls Engineering Services for Substation Emergencies

Sponsor: Glenn Gavit

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on a professional services contract with Stanley Consultants for an amount not-to-exceed \$400,000 for protection and controls engineering and emergency call-out services for substation emergencies.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract in an annual amount not-to-exceed \$400,000 with Stanley Consultants, over a three-year term, for protection and controls engineering, including call-out services during substation emergencies.

Summary: RFQ 25-058 was issued on April 1st and closed on April 16th, 2025, for engineering services specific to substation protective devices and controls, as well as call-out services during substation emergencies. Nine (9) responses were received. Through evaluation, Stanley Consultants was determined to best meet the needs of the department. This contract, with an annual amount not-to-exceed \$400,000, will be for an initial term of one (1) year with two (2) possible one-year renewals.

Budget & Financial Summary: Funds are budgeted and available in the Electric Operating & Maintenance and Capital Improvement Budgets.

Attachments:

1. Stanley Consultants_25300566--LKP



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300566 PROJECT #: N/A BID/RFP/RFQ#: 25-058

Project Name / Contract Description: Protection & Controls Engineering Services
CSU Substations

Name of Contractor: Stanley Consultants, Inc.

CONTRACT TOTAL VALUE: \$ 400,000.00 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)
Funds are available in Electric O&M Budget

(If required)*
CRC Approval Date*: 05/17/22 Council Approval Date*: 06/26/25 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

William Glenn Garrit 6/11/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

[Signature] 6/11/2025
ASST CITY MGR – CFO DATE

John A. Haislet 6/11/2025
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 Stanley Consultants, Inc., an Iowa 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”):

Protection and Controls Engineering Services, other design, engineering and consulting services in support of College Station Utilities Electric Facilities as defined in RFQ# 25-058.

ARTICLE II
Payment and Term

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:

Four Hundred Thousand and 00 /100 Dollars
(\$ 400,000).

2.02 Term. Except as may be expressly provided for otherwise elsewhere in this Agreement, the term of this Agreement shall be for one (1) year from the Effective Date hereof which is the date of approval by both parties. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions for up to two (2) additional one (1) year terms for a combined total of no more than three (3) one-year terms. If, for any reasons, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

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): June 26, 2025 - June 25, 2026.

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 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.

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.

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: Tim Homeyer

P.O. Box 9960

College Station, Texas 77842

Consultant:

Stanley Consultants, Inc.

Attn: Lisa Donnelly

6836 Austin Center Boulevard, Suite 350

Austin, TX 78731

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.

List of Exhibits

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

STANLEY CONSULTANTS, INC.

CITY OF COLLEGE STATION

By: Lance Sulzen
Printed Name: Lance Sulzen
Title: Vice President, Market Leader
Date: 6/11/2025

By: _____
City Manager
Date: _____

APPROVED:

John A. Haislet
City Attorney
Date: 6/11/2025

[Signature]
Assistant City Manager/CFO
Date: 6/11/2025

**EXHIBIT A
SCOPE OF SERVICES**

Contract No. 25300566
A&E Professional Services without Construction
Form 01-01-2025

SCOPE OF WORK

It is the City's intent that the successful Firm to assist City of College Station with Engineering/Consulting Services as requested for a variety of projects. The estimated budget for these services is approximately \$400,000, on an annual basis.

The scope of this project is to assist COCS with Engineering/Consulting Services as requested to perform the following or similar/related tasks:

- Load flows, fault current, arc flash, and related ERCOT and system studies of the electric transmission and distribution systems using software compatible with CSU (SEL AcSELeRator, Doble RTS, PSSE, ASPEN).
- Conduct system evaluation and protective device coordination studies with recommendations for improvements to the systems.
- Develop engineering plans, designs, and specifications for, but not limited to relay settings; protective device coordination; arc flash analysis; ground grid analysis; testing, commissioning, and start up procedures.
- Experience with legacy and proposed equipment associated with protection schemes such as main-tie-main, fast bus, reclosing stall, line differential, and POTT scheme.
- RTAC settings and logic diagrams utilizing Mirrored Bits protocol.
- Development of specifications for equipment procurement for transmission, substation, and distribution system protection and control equipment and standards (i.e., manufacturers including SEL, ABB, HVB).
- Development of construction specifications for protection and control equipment.
- Design and implementation of new or existing NERC compliance documentation relating to PRC-005, PRC-023, PRC-027 or any other applicable standards.
- Assistance in relay mis-operation analysis from microprocessor relays and investigate SOE data for PRC-004 documentation.
- Assistance in various phases of project and construction management oversight related to line, bus, transformer, and distribution relay protection.
- Substation control house relay panel design.
- Provide personnel to complete field surveys and inspection of in-service electric plant facilities.
- Development of field commissioning test packages of substation protective devices and entire substations.



Stanley Consultants INC

► Connect. Create. Contribute.

Statement of Qualifications

*City of College Station
Engineering for Protection and Controls
Services in Support of College Station Utilities
RFQ No. 25-058*

April 16, 2025

April 16, 2025

City of College Station, Purchasing Division – City Hall
1101 Texas Avenue, College Station, TX 77842

RE: Qualifications for Engineering for Protection and Controls Services in Support of CSU | RFQ #25-058

Dear Members of the Selection Committee:

The City of College Station (COCS) is looking for an engineering partner to perform the necessary evaluation, design and related engineering functions required for various tasks related to protection and controls (P&C) in support of College Station Utilities (CSU). Stanley Consultants (Stanley) is that firm. We provide services that prioritize responsiveness, reliability, safety, affordability, sustainability and risk minimization. Our proven experience covers all aspects of these requirements. We have been providing consulting engineering services to electric utilities since the 1930s, as demonstrated in the attached qualifications. Over the years, we have worked for many companies in Texas and continue to do so today. Our 90+ percentage of repeat business attests to our ability to consistently deliver excellent results on time and within budget. COCS will receive the following from the Stanley:

- » **National Expertise Delivered Locally:** Our firm’s experience working with local entities such as Brazos Electric Cooperative and Texas A&M University emphasize our understanding of the engineering and environmental landscape in Brazos and Burleson Counties. This local expertise combined with our proximity positions us to provide responsive and tailored engineering solutions for COCS’s P&C projects.
- » **Extensive Experience with P&C for Substation, Transmission and Distribution Projects:** With experience in projects ranging from 12.5 kV to 765 kV, encompassing over 50,000 miles of transmission and over 1,500 new or upgraded substations nationwide, our firm brings a wealth of knowledge and practical insights. This experience demonstrates our capabilities in handling small to large-scale and complex projects. We can apply lessons learned from collaborating with diverse clients, enabling us to quickly identify and understand any issues you may face.
- » **Responsive Project Team:** Our firm has shown repeatedly our willingness to go “all out” to please our clients. The team members are dedicated to making your projects a success and will become an extension of COCS to keep your projects on course—working seamlessly toward project completion and providing reliable services to you. We will utilize our project manager, Eli Eralles, PE, PMP, and other key personnel and when necessary, our Austin office staff can call on additional resources from within the greater Stanley organization.
- » **Commitment to Cost-Effective and Sustainable Solutions:** Our national presence as a leading engineering firm is complemented by a strong commitment to delivering cost-effective and sustainable solutions tailored to the specific needs of each client. For COCS, we are prepared to leverage our advanced technologies and industry best practices to study, analyze and design infrastructure that meets today’s demands while accommodating future growth and challenges in the utility sector.

Stanley is willing to utilize the City’s Standard Agreement for Professional Services. By selecting the Stanley team, COCS can be confident in our ability to successfully provide customized solutions aligned with your P&C project objectives. If you have any question regarding our qualifications, please reach out to me at DonnellyLisa@stanleygroup.com or contact me directly at 303.649.7833.

Sincerely,


Lisa Donnelly, Client Service Manager
Stanley Consultants, Inc.

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A. Firm Introduction

FIRM SUMMARY

Solving Problems Since 1913

Exceptional service, quality and strong client relationships have helped Stanley Consultants become a leader in the utilities and infrastructure markets. For 112 years, we have had a definitive focus on answering the world's engineering challenges in power, water, transportation, energy and the environment. We work extensively with utilities, developers and constructors to plan, design, procure, manage, commission and help permit capital projects. Our long history reflects the firm's commitment to excellence and its ability to adapt and innovate over time. The City of College Station (COCS) will receive tailored, integrated solutions from our multidiscipline, full lifecycle project services.

Committed to an Exceptional Client Experience

Stanley understands our clients look for partners who serve as an extension of their staff and comprehend their goals and performance expectations. COCS will benefit from our adherence to the highest ethical standards and commitment to safety, service and excellence. As an employee-owned firm with 800+ members in 22 offices worldwide—including a well-established Austin team—our global resources, size and structure offer you flexibility for quick response and mobilization of manpower and resources wherever and whenever you need us.

Responsive Local Presence

Stanley's Austin office has been serving Texas clients for more than 25 years, providing local support across utilities, public infrastructure and higher education sectors. Our team members are readily available to assist COCS by conducting site visits, attending stakeholder meetings and providing hands-on project leadership.

Proven Electric Utility Expertise

Since the 1930s, Stanley has been involved in design of substation, transmission and distribution, power generation and system control facilities for electric utilities. More than 200 utilities with systems ranging from distribution-only to over 15,000 MW in generating capacity have benefited from our customized services. Substation and transmission projects have ranged in voltage from 12.5 kV to 765 kV. We have provided design, construction management and inspection services for over 50,000 miles of transmission and distribution facilities. Substation projects range from 500 kVA up to 1500 MVA. By applying our comprehensive expertise, Stanley will enhance the value and efficiency of COCS's projects by achieving successful outcomes that meet your strategic objectives.

50,000+

Miles of Transmission and Distribution



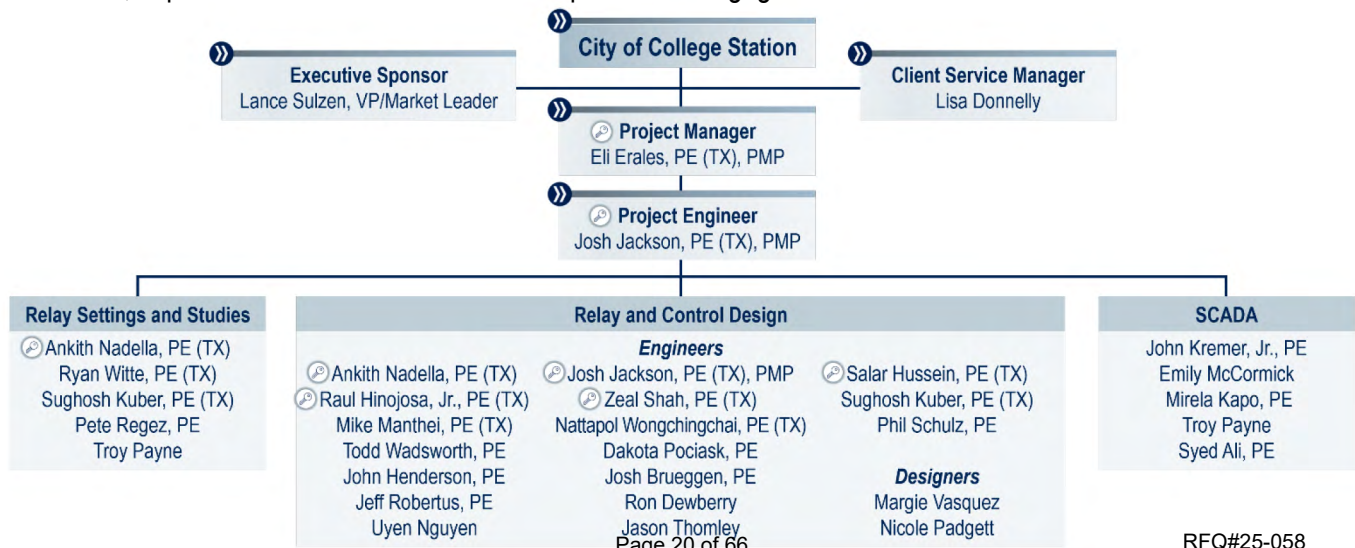
1,500+

Substations



ORGANIZATIONAL CHART

We have identified the key team members that will perform work for this engagement in the organizational chart below. Stanley has substantial experience with protection and controls services throughout the state of Texas. Eli Erales, PE, PMP, will be the project manager for this contract. He will collaborate with COCS to plan resources for upcoming projects, so the most effective, experienced team is available to complete each engagement.



B. Project Manager Qualifications



ELI ERALES, PE, PMP

Role: Project Manager

Stanley Consultants

25 Total Years of Experience

PROJECT LEADERSHIP EXPERIENCE

Eli combines leadership, problem-solving and innovative design skills to deliver projects within schedule and budget constraints. Through his project management experience with 30+ design projects and lessons learned, Eli maintains key contacts with all major stakeholders and helps them stay on schedule. His experience in leading power delivery projects, his communication skills, attention to details, ability to establish priorities and manage change means he will deliver projects that fully satisfy COCS's requirements.

SPECIALIZED DESIGN EXPERTISE

Eli has extensive expertise with substation, transmission and distribution design. His technical capabilities include providing project management and engineering, design and analysis for a variety of transmission, distribution and renewable interconnect substation projects. Projects have included both greenfield installations and brownfield upgrades and additions up to 500 kV.

PROJECT EXPERIENCE EXAMPLES

138 kV Rattler Substation; Lower Colorado River Authority; San Marcos, TX

Project Manager responsible for managing all activities related to project scope, schedule, cost, quality, communications, resources, procurement and risk elements to optimize client service, quality and fiscal responsibility for this substation upgrade. Stanley provided design services for 138 kV greenfield substation that features a 12.5 kV distribution center, enhancing capacity on the city's east side. The project included extending two 138 kV transmission lines and adding a compact six-breaker 138 kV ring bus.

Bakersfield to Big Hill Transmission Line; Lower Colorado River Authority; TX

Project Manager responsible for managing all activities related to project scope, schedule, cost, quality, communications, resources, procurement and risk elements to optimize client service, quality and fiscal responsibility. Stanley designed substation upgrades to accommodate the second 345 kV circuit from Big Hill to Bakersfield, which included cut-ins at Cedar Canyon, Noelke and Schneeman Draw substations. Twenty 345 kV 63 kA gas circuit breakers and forty-two 345 kV 4000A switches were added to the substations.

Spanish Oak Substation Addition; Lower Colorado River Authority; Cedar Park, TX

Project Manager responsible for managing all activities related to project scope, schedule, cost, quality, communications, resources, procurement and risk elements to optimize client service, quality and fiscal responsibility for this substation upgrade. Stanley designed substation improvements to upgrade it to a three-breaker ring bus configuration. The work included three 138 kV 3000A 40 kA GCBs, eight 3000A VAB switches, six CCVTs, seven surge arresters, one 138 kV 50 kVA PVT, Tier 3 security measures, one 21-foot by 27-foot control house, eight static towers, one polevator and two-yard termination cabinets. Stanley performed grounding system and lightning protection analysis as part of the electrical scope.

Technical Title

Vice President/
Senior Project Manager

Education

Bachelor of Science,
Mechanical Engineering,
University of Texas-
El Paso

Registrations

Mechanical Engineering:
TX, 94758, 09/30/25
AZ, 53451, 06/30/27
CA, 35999, 09/30/26
LA, PE.0037309, 03/31/27
OK, 27928, 01/31/26

Professional Engineering:
AR, 15213, 12/31/25
KS, PE22309, 04/30/26
NM, 21133, 12/31/25

NCEES Record Holder,
47401

Project Management Training

Project Management
Professional, 1445833,
08/18/26

TSI Project Management
Institute PMP Boot
Camp, June 2011

Technical Publications

» Not applicable

Professional Societies

» Institute of Electrical
and Electronics
Engineers and Power
Engineering Society

Rim Rock Substation Upgrade; Lower Colorado River Authority; Kerrville, TX

Project Manager responsible for managing all activities related to project scope, schedule, cost, quality, communications, resources, procurement and risk elements to optimize client service, quality and fiscal responsibility for this substation upgrade. The scope of work included installation of one 138 kV, 3000A, bus-tie switch with a motor operator and SEECO interrupters and added four additional motor operators on existing 138 kV switches to facilitate sectionalizing of the station 138 kV bus.

Enterprise Substation and 12.5 kV Electrical Distribution; Texas A&M University; College Station, TX

Lead Substation Engineer responsible for providing design of a new 138 kV six-breaker ring bus with three 40 MVA transformers, three underground transmission lines and a 12.5 kV switchgear line-up. Stanley provided design services for a greenfield 138 kV electrical substation with a 12.5 kV distribution center on the west campus. Project provided extensions of two underground 138 kV transmission lines, a substation with 138 kV ring bus and two 138/12.5 kV 40 MVA transformers with provisions for a third.

Rainey Street Gas Insulated Switchgear (GIS) Substation; Austin Energy; Austin, TX

Lead Substation Engineer responsible for providing design of a new GIS that includes three 138:35 kV 70-MVA power transformers, three 35 kV switchgear units and nine distribution circuits, and provisions for up to four additional circuits.

138 kV Substation Protective Relay System Upgrades; Lower Colorado River Authority; TX

Project Manager responsible for managing all activities related to project scope, schedule, cost, quality, communications, resources, procurement and risk elements to optimize client service, quality and fiscal responsibility. Stanley provided design services to replace protective relays at four substations.

Colton Substation Circuit Breaker Addition; Lower Colorado River Authority; TX

Project Manager responsible for all activities related to project scope, schedule, budget, quality, communications, resources, procurement and risk elements to optimize client service. The scope consisted of a 138 kV ring bus conversion to an existing station. The relay protection scope added line differential (LCD)/distance relay protection and DCB/POTT via mirrored bits for transmission lines. The relay protection design also incorporated breaker control, breaker failure protection, SCADA and a transformer bus differential.

138 kV Butler Substation Upgrade; Lower Colorado River Authority; Elgin, TX

Project Manager responsible for managing all activities related to project scope, schedule, cost, quality, communications, resources, procurement and risk elements to optimize client service, quality and fiscal responsibility for this substation upgrade. Stanley provided design services for upgrading the in-line station to a three-breaker ring bus configuration. Relay protection work consisted of adding line distance relay protection, including DCB and DTT over mirrored bits for transmission lines.

138 kV Tahitian Village Substation Ring Bus Addition; Lower Colorado River Authority; Bastrop, TX

Project Manager responsible for providing breaker addition upgrading to an existing 138 kV station to a three-breaker ring bus. The relay protection scope added line distance relay protection, including DCB & DTT over mirrored bits for transmission lines, breaker control, a transformer bus differential, breaker failure protection and SCADA additions.

Specialized Training

- » SPX Regional Technical Seminar, June 2015
- » SIEMENS Transformer Technical Seminar, April 2011
- » Waukesha Regional Technical Seminar, May 2011
- » Doble Laboratory Diagnostics Seminar, October 2010
- » EPP Protective Relay and Control Panels Seminar, March 2009
- » TEC Designing Underground Distribution for Large Subdivisions Course, March 2008
- » ABB Static Var Compensation Fundamentals, Sept. 2007
- » Megger Substation Maintenance Best Practices, Sept. 2007
- » Waukesha Regional Technical Seminar, July 2007
- » SIEMENS Surge Protection Technical Seminar, Sept. 2006
- » SES Advanced User's Group for Grounding and Electromagnetics, June 2006
- » ABB Capacitor Applications Technical Seminar, Sept. 2005
- » ABB Transformer Technical Seminar, March 2001
- » Substation Design Course

C. Project Team Members Qualifications



JOSH JACKSON, PE, PMP

Role: Project Engineer/Relay and Control Design
Stanley Consultants
28 Total Years of Experience

SPECIALIZED DESIGN EXPERTISE

Josh engineers and designs electrical substation and switching stations including providing equipment specification, station arrangement, lightning shielding and grounding. He has performed as a project manager for special projects to implement technology for NERC CIP compliance including document management, substation access control, transmission system outage management and design of new utility transmission facilities for additions and upgrades associated with CREZ. He also provides engineering support for MV switchgear circuit breaker replacements; conducts feasibility studies at request of customer for points of interconnect at transmission voltages; assesses utility-owned substation facilities for sale or retirement; holds a commercial operation certification for utility-interconnected wind generation; designs, lays out and creates construction drawings for lighting, power, fire alarm and communication systems for educational, commercial and medical facilities in compliance with NEC and NFPA standards utilizing AutoCAD.

PROJECT EXPERIENCE EXAMPLES

Bakersfield to Big Hill Transmission Line; Lower Colorado River Authority; TX

Lead Electrical Engineer. Stanley designed substation upgrades to accommodate the second 345 kV circuit from Big Hill to Bakersfield, which included cut-ins at Cedar Canyon, Noelke and Schneeman Draw substations. Twenty 345 kV 63 kA gas circuit breakers and forty-two 345 kV 4000A switches were added to the substations.

Rainey Street Gas Insulated Switchgear (GIS) Substation; Austin Energy; Austin, TX

Electrical Engineer. Project involved design of a new GIS that includes three 138:35 kV 70 MVA power transformers, three 35 kV switchgear units and nine distribution circuits, and provisions for up to four additional circuits.

Spanish Oak Substation Addition; Lower Colorado River Authority; Cedar Park, TX

Electrical Engineer responsible for performing QA/QC of station electrical design and engineering.

Enterprise Substation and 12.5 kV Electrical Distribution; Texas A&M University; College Station, TX

Electrical Engineer responsible for providing new substation QA/QC for electrical design.

138 kV Substation Protective Relay System Upgrades; Lower Colorado River Authority; TX

Electrical Engineer. Project involved design to replace protective relays at four substations.

138 kV Butler Substation Upgrade, Lower Colorado River Authority, Elgin, TX

Electrical Engineer responsible for performing QA/QC of station electrical design and engineering. Project involved design for upgrading the in-line station to a three-breaker ring bus configuration.

Technical Title

Principal Electrical Engineer

Education

Bachelor of Science, Electrical Engineering, Texas Tech University

Bachelor of Science, Computer Science, Texas Tech University

Registrations

Electrical Engineering:
TX, 100055, 09/30/25
AZ, 53657, 06/30/27
CA, 19969, 06/30/26
NV, 022235, 06/30/25

Professional Engineering:
AL, PE51778, 12/31/25
NM, 23954, 12/31/26
SD, 11573, 01/31/27

Project Management Professional, 2163558

Technical Publications

» Not applicable

Professional Societies

» Project Management Institute

Specialized Training

» Integrated Grounding System Design and Testing; Georgia Tech; Atlanta, Georgia; March 2004



ANKITH NADELLA, PE

Role: Relay & Control Design/Settings & Studies
Stanley Consultants
8 Total Years of Experience

SPECIALIZED DESIGN EXPERTISE

Ankith is experienced in power system protection and control (P&C). His background includes projects across the utility and manufacturing industries. As a project engineer, Ankith has the experience needed to be solely responsible for managing technical drawings and details involving arc flash studies, protection scheme evaluation, protective relay upgrade, field commissioning and testing and troubleshooting. He has experience in QA/QC for all stages of project drawing packages, system NEC evaluation and coordination.

PROJECT EXPERIENCE EXAMPLES

Ultium Substation and Transmission Line; Lansing Board of Water & Light; MI

Electrical Engineer responsible for designing substation P&C package utilizing client standards including bill of materials, control building arrangements, auxiliary AC and DC power systems, relay panel arrangements, single lines, three lines, AC schematics, equipment wiring, relay panel wiring and cable schedule.

System Line Relay Coordination Study; McKenzie Electric Cooperative, Inc.; ND

Task Lead responsible for performing system-wide coordination analysis (PRC-027) on 115 kV transmission line protection relays using ASPEN Oneliner for fault simulations and coordination evaluations.

PRC-027 Compliance, Phase 1; Confidential Client; FL

QA/QC Engineer responsible for performing coordination analysis on 115 kV and 138 kV transmission line protection relays on the bulk electric system (BES) to confirm PRC-027 compliance. Used ASPEN Oneliner for fault simulations and evaluations. Calculated and recommended relays setting changes to distance (phase and ground) and ground overcurrent relays as needed.

138 kV Substation Protective Relay System Upgrades; Lower Colorado River Authority, TX

QA/QC Engineer responsible for the QA/QC of substation P&C schematic and wiring drawings. Project involved design to replace protective relays at four substations.

138 kV Distribution Studies; Holland Board of Public Works; MI

Project Manager responsible for technical execution, specifically focusing on coordinating and analyzing system-wide 138 kV transmission line protection relays (PRC-027) using ASPEN Oneliner software.

Transmission Planning Support; City of Tallahassee; FL

Electrical Engineer responsible for substation drawing review to identify non-redundant BES protection elements and perform fault simulations per the NERC TPL-001-5 standard, P5 contingency evaluations.

Remote Terminal Units Updates and Configuration; Confidential Client; IA

QA/QC Electrical Engineer responsible for the QA/QC of substation P&C schematic and wiring drawings as part of RTU upgrades. Project included detailed design packages (comm block diagrams, schematics, wiring diagrams and I/O points lists) and construction support.

Technical Title

Substation Section
Manager

Education

Master of Science,
Electrical Engineering,
New Mexico State
University

Registrations

Electrical Engineering:
TX, 139886, 09/30/25
ID, P-21697, 12/31/25

Professional Engineering:
AR, 21933, 12/31/25
FL, 91678, 02/28/27
GA, PE046710, 12/31/25
OH, PE.87540, 12/31/25
TN, 124898, 04/30/25

NCEES Record Holder,
15-349-94

Technical Publications

- » S. Bukowski, J. Tabarez, S. J. Ranade, A. Nadella and P. Jain, "Decentralized energy scheduling of distributed resources using Lagrangian relaxation," 2016 North American Power Symposium, pp. 1-5, doi: 10.1109/NAPS.2016.7747898
- » Y. Ma, S. J. Ranade, A. Nadella, N. Pragallapati, J. Tabarez and W. Liu, "Stochastic distributed energy resource management," 2017 7th Int'l Conference on Power Systems, pp. 470-477, doi: 10.1109/ICPES.2017.8387339



SALAR HUSSEIN, PE

Role: Relay & Control Design
Stanley Consultants
21 Total Years of Experience

SPECIALIZED DESIGN EXPERTISE

Salar works with design teams to provide technical analysis, evaluation and engineering solutions to resolve design challenges. His experience includes varying aspects of gas and thermal power plants, substations, turbine generators, HV/MV grid system, SCADA installation and programming, electrical and control protection systems for gas power plants, fire protection systems and communication equipment (PLC, MUX, radio). He also has experience in control systems including I&C, switch gear, H.T/L.T cables and backup systems. Salar performs electro-mechanical technical functions and activities such as checkout, fabrication, modification, troubleshooting and assembling electronics and electro-mechanical systems, tools and test fixtures. Working with the client's scope and requirements, he develops reports, specifications and drawings in adherence to industry standards and jurisdictional guidelines. Salar coordinates technical elements with other disciplines, follows standards for quality assurance and quality control, and assists with project controls including calculating quantities, pricing and estimates.

PROJECT EXPERIENCE EXAMPLES

138 kV Substation Protective Relay System Upgrades; Lower Colorado River Authority, TX

Electrical Engineer. Project involved design to replace protective relays at four substations.

Highways 141 and 44 - Install Second 161-13.8 kV Transformer and Switchgear Addition EPC Project; Confidential Client; IA

Electrical Engineer. Project involved design install a new 161-13.8 kV, 20-26.7-33.3 MVA transformer and associated switchgear at an existing substation.

New 69-13.2 kV Glenwood East Substation EPC Project; Confidential Client; IA

Electrical Engineer. Project involved design for a new 69 kV ring bus substation, including remote end upgrades at two existing substations for the new substation.

Marry SCADA; Electrical Project Company; Baghdad

Communication and Automation Engineer responsible for programming and configuration of RTUs, MUX and power line carriers.

60 Substation SCADA; EPC (Electrical Project Company); Baghdad

Communication and Automation Engineer responsible for programming and configuration of RTUs, MUX, power line carrier and HMI.

South Substation Switchgear; Aman Electrical Distribution Company; Aman, Jordan

MV and Protection Engineer responsible for working with the electrical design team for development of medium voltage switchgear.

Jumera Substation Switchgear; S.R. Electrical Company; Jumera, AUE

MV and Protection Engineer responsible for working with the electrical design team for medium and low voltage switchgear.

Technical Title

Principal Electrical Engineer

Education

Bachelor of Science, Electrical Engineering, University of Technology-Baghdad

Registrations

Electrical Engineering: TX, 132465, 09/30/25

Technical Publications

» Not applicable

Specialized Training

- » Intercom system, intruder system and PABX
- » Fire alarm and firefighting systems
- » Data analysis and statistics
- » Electrical, control and protection (MV/HV/LV)
- » Battery and UPS systems
- » RTU and SCADA system
- » Power line carrier
- » Microwave system
- » Data multiplexers
- » PCB design
- » Programming microcontrollers
- » Integrated circuit manufacturing tools
- » Programming: visual basic, C/C++, programmable logic controller (FBD, LAD)
- » Distribution control system



ZEAL SHAH, PE

Role: Relay & Control Design
Stanley Consultants
13 Total Years of Experience

SPECIALIZED DESIGN EXPERTISE

Zeal leads design tasks for the generation, transmission and distribution of electrical power. She is experienced in radial power distribution system analysis, automation and control, as well as relay P&C design for electrical power transmission and distribution systems. She has designed and managed P&C panels ranging from \$10k to \$2M for utility, water and wastewater treatment plants. She understands equipment selection processes and performs tasks for selection of programmable logic controllers, uninterrupted power supplies, relays, control switches, lock-out relays, test switches and fuses. Zeal has experience leading and supporting procurement, manufacturing, construction, installation, testing and commissioning services of protection panels for breaker, transformer as well as relay replacement projects for various industries and utilities ranging from distribution to transmission voltages (4 kV, 34.5 kV, 69 kV, 138 kV and 230 kV).

PROJECT EXPERIENCE EXAMPLES

Bakersfield to Big Hill Transmission Line; Lower Colorado River Authority; TX

Electrical Engineer responsible for providing electrical and relaying engineering and design services to add CBS controls to SCADA, review existing RTU, installing panel boards, CCVT manifold and cable and conduit for new equipment, rewiring and relocating circuit breaker CT cable and control house layout. Also provided QA/QC review of P&C design packages.

Rim Rock Substation Upgrade; Lower Colorado River Authority; Kerrville, TX

Electrical Engineer responsible for conducting point to point (QA/QC) for relay P&C design package. This included performing in depth internal QA/QC for various submittal packages as well as in person final QC with the client. Stanley provided design services for installing as well as upgrading existing equipment to facilitate sectionalizing of the 138 kV station bus.

138 kV Substation Protective Relay System Upgrades; Lower Colorado River Authority; TX

Electrical Engineer responsible for providing relaying engineering and design services for protective relay upgrades across four substations. This included generating design packages as well as project relevant calculations as a sealing engineer for two substations. Also, provided QA/QC review of P&C design packages for the other two substations.

Cedar Canyon Substation Circuit Breaker Addition; Lower Colorado River Authority; San Marcos, TX

Electrical Engineer responsible for providing relaying engineering and design services to convert the existing ring bus configuration to accommodate a new POI at a 345 kV substation. The package included design modifications five 345 kV, 5000A, center break switches and four 345 kV 5000A gas circuit breakers to facilitate this upgrade.

69 kV to 138 kV Substation Conversion; Pedernales Electric Cooperative; TX

Electrical Engineer responsible for providing substation physical and design engineering services for the transmission line upgrade from 69 kV to 138 kV across three substations. This included generating design packages, project relevant calculations as well as grounding study using CDEGS for the existing substations.

Technical Title

Senior Electrical Engineer

Education

Master of Science, Electrical Engineering, Drexel University

Registrations

Electrical Engineering: TX, 143128, 09/30/25

Technical Publications

» Not applicable

Professional Societies

» Institute of Electrical and Electronics Engineers

Specialized Training

» Microprocessor based relays, Enervista, AcSEerator, Power World, Auto CAD Electrical
» Construction Safety and Health (10-hour), OSHA



RAUL HINOJOSA, JR., PE

Role: Relay & Control Design
Stanley Consultants
14 Total Years of Experience

SPECIALIZED DESIGN EXPERTISE

Raul's focus is on high voltage substations, protection relaying and control systems, SCADA and electrical studies. He primarily manages projects, supervises compliance of engineering design criteria, and maintains schedule. Raul is also accustomed to overseeing the project team and team activities so that contract obligations are met and clients are satisfied.

PROJECT EXPERIENCE EXAMPLES

Bakersfield to Big Hill Transmission Line; Lower Colorado River Authority; TX

Electrical Engineer responsible for creating as-built drawings based on-site visit photos and field markups for multiple substations (Noelke, Schneeman Draw and Big Hill).

Rim Rock Substation Upgrade; Lower Colorado River Authority; Kerrville, TX

Electrical Engineer. Project involved design for installation of one 138 kV, 3000A, bus-tie switch with a motor operator and SEECO interrupters and added four additional motor operators on existing 138 kV switches to facilitate sectionalizing of the station 138 kV bus.

138 kV Substation Protective Relay System Upgrades; Lower Colorado River Authority, TX

Electrical Engineer responsible for providing engineering design to replace protective relays at four substations.

Switch Yard; Pacific Soda LLC; WY

Technical Lead for P&C responsible for creating relay one lines, schematics and wiring diagrams for the protection of a new single breaker substation and two 34.5/4.16 kV transformers. Design also included a new control enclosure building equipped with protection panels and a battery room.

Substation Engineering Design, Procurement Support and Construction; Black & Veatch; TX, OK and OH

Electrical Engineer responsible for managing physical and protection design for multiple projects in Texas, Oklahoma and Ohio. Project examples include: 138/12 kV transformer bank addition at Joslin, IPP interconnection for new 138 kV line at Joslin, 138 kV breaker replacement at Tupelo, sectionalizing scheme install at Jay and Weatherford, new 138 kV box bay at Kiamichi Tap, new 138 kV POP switch at Fort Towson, 69 kV breaker replacement at Valliant, new 138 kV ring bus and DICM at Hugo, 69 kV breaker replacement and new DICM at East Lancaster, 69 kV breaker replacement and new DICM at Lancaster. Also responsible for the supervision of all projects previously listed. Provided support to field personnel during physical construction and the testing and commissioning phase of the project. Responsibilities included project management, construction oversight, procurement tracking, oversight of conceptual and detail designs and assisting the client with outage planning and construction sequencing.

RTU and Relay Protection Installations; Mott MacDonald; Various Locations, TX

Electrical Engineer responsible for the design and engineering for substation, RTU and relay protection panel installations at multiple Texas substations.

Technical Title

Senior Electrical Engineer

Education

Bachelor of Science, Electrical Engineering, Texas A&M University

Bachelor of Arts, International Affairs, Texas A&M University

Registrations

Electrical Engineering: TX, 112945, 09/30/25

Technical Publications

» Not applicable

D. Firm's Similar Project Experience



138 kV Rattler Substation

Lower Colorado River Authority | San Marcos Electric Utility »
San Marcos, Texas

Stanley provided engineering design services for the greenfield Lower Colorado River Authority (LCRA) and San Marcos Electric Utility (SMEU) Rattler Substation, a joint endeavor between LCRA and SMEU. It supplies load to downtown San Marcos and Texas State University. The facility is a 138 kV electrical substation with a 12.5 kV distribution center and expands SMEU's infrastructure on the east edge of town.

The LCRA high voltage scope included extending two 138 kV transmission lines and a six-breaker 138 kV ring bus in a distinctive box structure design to reduce the footprint for the limited space available. On the low voltage side for SMEU, a 138/12.5 kV 30 MVA transformer was installed to feed a 12.5 kV metal-clad switchgear in a distribution center with six feeders, two tie breakers and a main breaker. The ultimate design allows for three 30 MVA transformers and three switchgear line ups tied together in a ring configuration.

Stanley performed civil and structural engineering, which involved site grading along with designing foundations and steel for the box structure, breakers, switches, CCVTs and surge arresters and bus supports. Our team provided architectural design of the control building, including a utility basement for termination of the 12.5 kV switchgear.

Our team provided construction oversight, inspection services and commissioning support for the SMEU equipment including substation transformer switchgear and control enclosure.

The 138 kV ring bus utilized a compact box structure design to reduce the footprint for the limited space available. The switchgear were located inside the control enclosure for a compact, reliable installation.

Team Leader

Eli Erales

Firm's Role

As prime firm, provided engineering, construction oversight, inspection and commissioning services.

Project Cost

Engineering fee: \$1,720,135
Construction cost: \$7,750,000

Year Work Completed

2023

Agency Contact

LCRA Reference:
Brad Melnar
Director of Engineering
512.578.4518

SMEU Reference:
Raymond Nutall, PE
Electric Engineering Services
Manager-Utilities
512.393.8326

Project Applicability

- » Load flows, fault current and arc flash studies
- » Relay settings and protective device coordination
- » Detailed design of protection and control and SCADA systems
- » RTAC settings and programming
- » Equipment and construction specifications
- » Cost estimating
- » Project and construction management
- » Testing and commissioning support; review commissioning test plans
- » Field surveys and as-builts/record drawings



Bakersfield to Big Hill Transmission Line Addition

Lower Colorado River Authority » Multiple Stations in West Texas

LCRA provided eight new points of interconnection (POI) for South Texas Electric Cooperative (STEC) with a second circuit from Big Hill to Bakersfield. The POIs are located at the first transmission dead-end structure (STEC-owned) outside Bakersfield (one POI), Cedar Canyon (two POI), Noelke (two POI), Schneeman Draw (two POI), and Big Hill (one POI) substations.

Stanley designed the substation upgrades to add the second 345 kV circuit from Big Hill to Bakersfield with cut-ins at Cedar Canyon, Noelke and Schneeman Draw substations. All substation equipment connected in series with the new transmission line was sized to support minimum rating of 4000A on the new transmission line at 110 deg. F ambient temperature. A total of twenty 345 kV 63-kA gas circuit breakers and forty-two 345 kV 4000A switches were added as part of this project including additions of new bays, and conversions of some existing bays to double-bus double breaker or breaker-and-a-half configurations.

We provided engineering support including monthly reports; project administration, pre-design site visit and final completion walk through; periodic team meeting participation; documentation and records; bidding support and attendance at the pre-construction meeting. A complete conceptual design document was provided for internal LCRA review and confirmation of project scope before detailed design activities. We also developed substation civil, structural, physical, and P&C general arrangement, and substation and relay one-line drawings.

The project design deliverables for substation physical, P&C and structural included but were not limited to detailed construction drawings, a project drawing list, a material list and equipment vendor drawings; MLSE Data Tables; a grounding study; a static coverage analysis; drawings for phase construction or temporary configurations that helped to maintain continued operation during construction; and as-built drawings.

Due to complex outage constraints, multiple stations required temporary relaying designs to limit the amount of time busses or critical line segments would be out of service.

Team Leader

Eli Erales

Firm's Role

As prime firm, provided design and engineering support services including monthly reports, project administration, predesign and final completion walk-through, bidding support and attendance at pre-construction meeting.

Project Cost

Engineering fee: \$2,540,537
Construction cost: \$25,000,000

Year Work Completed

2025

Agency Contact

Brad Melnar
Director of Engineering
512.578.4518

Project Applicability

- » Detailed design of protection and control and SCADA systems
- » Construction specifications
- » Cost estimating
- » Project management
- » Construction sequence planning support
- » Testing and commissioning support
- » Field surveys and as-builts/record drawings



Rainey Street GIS Substation

Austin Energy » Austin, Texas

Stanley and our subconsultants provided community involvement, engineering and professional services for the design, procurement and construction support for the Rainey Street GIS substation. Developing this new substation was critical to serving the recent development in the downtown area. Also, this new substation will support load transfers necessary to complete upgrades at the Brackenridge substation and facilitate the future conversion of some of the 69 kV facilities in this area to 138 kV operation.

The GIS substation is on property owned by the City of Austin and includes three 138:35 kV 70 MVA power transformers, three 35 kV switchgear units and nine distribution circuits, and provisions for up to four additional circuits. The new substation was cut into the existing Seaholm to Pedernales 138 kV transmission line (Circuit 1015) utilizing high voltage underground transmission risers. The range of engineering services offered encompassed preliminary feasibility studies and alternative layout options, environmental assessments, engineering and architectural design, equipment specifications, permitting assistance, bid and award support, project management, community engagement, construction phase services, record drawings and warranty services.

Stanley provided the duct bank and manhole layout designs, plan and profiles and detailed designs for the cable risers. We were responsible for designing field equipment and transmission pole foundations, determining pole heights and loading and coordinating plan and profiles for crossing I-35, considering future highway elevations. Our team incorporated community feedback into the exterior design scheme of the building panels, fence and low-profile design of the substation so the aesthetics of the neighborhood were taken into consideration.

The design had to be compact due to the small footprint of the site. The site also accommodated a 40-foot storm water easement which additionally constricted the usable area. The GIS equipment and the 35 kV switchgear were installed in the control building. A basement was developed to facilitate the 138 kV cable entries/exits into and out of the GIS equipment. The substation is in an urban area and very visually sensitive. The architecture of the site enclosure and building façade had to be unique to comply with the surrounding neighborhood requirements. Significant community involvement was solicited to arrive at the final design.

Team Leader

Sonny Krause/Eli Erales

Firm's Role

As prime firm, provided engineering design, community involvement services, procurement services and construction support.

Project Cost

Engineering fee: \$2,895,631

Construction cost: \$30,000,000

Year Work Completed

2022

Agency Contact

Scott Bayer, PE

(formerly with Austin Energy)

Bayer Engineering, LLC

512.636.7076

Project Applicability

- » Arc flash studies
- » Detailed design of protection and control and SCADA systems
- » RTAC settings and programming
- » Equipment and construction specifications
- » Cost estimating
- » Project management
- » Construction sequence planning support
- » Testing and commissioning support
- » Field surveys and as-builts/record drawings



138 kV Ultium Substation and Transmission Line

Lansing Board of Water & Light » Lansing, Michigan

Stanley led the EPC team for Lansing Board of Water & Light (BWL) on the Ultium substation and transmission line project and was responsible for the engineering, procurement, construction, startup and commissioning of the new facilities. The substation has a six-position breaker-and-a-half configuration with three 138 kV-13.8 kV 66 MVA power transformers, two 138 kV line exits, a 138 kV capacitor bank, nine 138 kV circuit breakers, four 138 kV circuit switchers and a fully integrated control enclosure housing all P&C and monitoring equipment. The engineering scope included relay settings (not limited to line differential, POTT, transformer differential, breaker failure and capacitor bank protection schemes), RTAC settings development and DFR programming.

BWL owns and operates the 138 kV yard and General Motors owns and operates the 13.8 kV portion of the yard. The new Ultium 138 kV transmission lines are connected to an existing BWL substation and ties into another utility's transmission line. We coordinated the transmission tie-ins between the two utilities. The transmission line structures are a combination of custom steel monopoles on designed foundations and directly embedded. The infrastructure addition was needed to provide reliable power to a new \$2.6 billion battery manufacturing plant owned by a joint venture of General Motors and LG Energy Solutions Investing in Lansing, Michigan.

This project had a fast-track schedule and we achieved substantial completion certification in less than 30 months. Stanley relied on our knowledge of BWL's standards and organizational expectations, and our experience as an engineering partner on dozens of similar EPC projects. Collaboration between Stanley and BWL was essential from the outset. Every step was planned, tracked and executed, with adjustments made proactively to keep within budget and schedule.

There were many construction challenges as the substation was within the footprint of the customer's battery plant, which required extensive engineering, construction and commissioning coordination. We also had to coordinate with numerous third parties such as the Michigan Department of Transportation for an interstate crossing, environmental agencies around delineated wetlands and with the Canadian National Railroad to work within their property. We developed a phased construction schedule to match the customer's phased energization.

Team Leader

Tom Lothspeich

Firm's Role

As prime firm, provided engineering, procurement, construction, startup and commissioning.

Project Cost

Confidential

Year Work Completed

2024

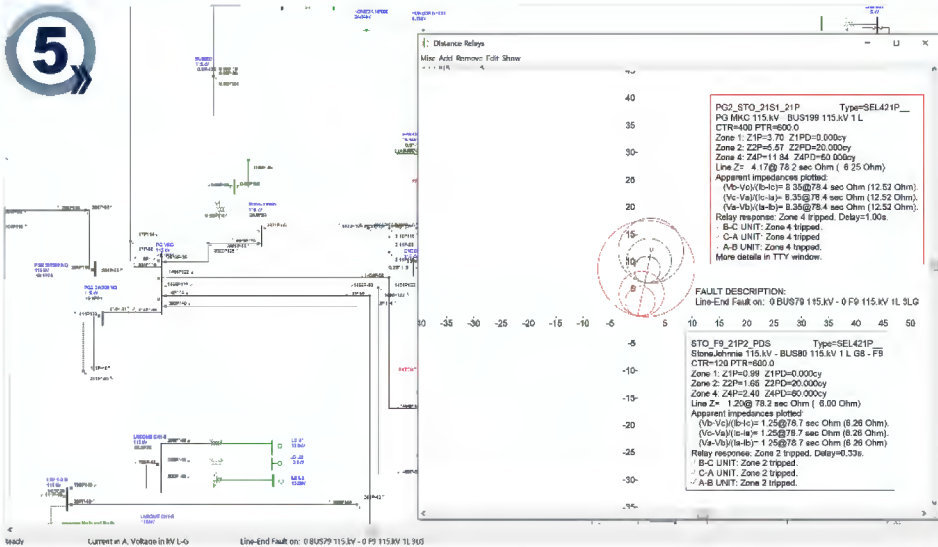
Agency Contact

Bryan Gehrcke, PE
Manager, Electric T&D
Engineering and Technical
Services
517.702.7190

Project Applicability

- » Relay settings and protective device coordination
- » Detailed design of protection and control and SCADA systems
- » RTAC settings and programming
- » Equipment and construction specifications
- » Project and construction management
- » Testing and commissioning support
- » Review relay test plans
- » Field surveys and as-builts/record drawings

The collaboration between Stanley, BWL and BWL's customer not only met but exceeded expectations, enhancing the region's power infrastructure and supporting economic growth. The project's success demonstrated the power of effective collaboration and the importance of a well-executed, comprehensive solution in meeting critical infrastructure needs.



System Line Relay Coordination Study

McKenzie Electric Cooperative, Inc. » Watford City, North Dakota

McKenzie Electric Cooperative had experienced rapid expansion of its system over the past five years and some of the system protection settings have been in the process of being updated. Stanley reviewed the coordination of McKenzie Electric Cooperative's BES line protection settings. The scope of the system to be studied included all 115 kV line terminals (approximately 100 terminals and 126 line segments).

Our team updated the topology and line impedances in McKenzie Electric Cooperative's ASPEN model for all 115 kV lines. We analyzed the line protection relays using the settings philosophy (including NERC PRC-023 and PRC-027 compliance), as-left protection relay settings and updated line impedances to determine which, if any, relay settings needed to be updated. A table comparing as-left and recommended relay settings tables was developed, an ASPEN update log was maintained and SEL RDB files for the relays to be updated were provided. For relays not needing updates, Stanley verified the protection settings in those relays match the values in ASPEN.

In addition, our team regularly assists with any ad-hoc requests from McKenzie Electric Cooperative for all relay trip operations to evaluate sequence of events and any mis-operation analysis.

While the system was being operated with sources in a radial mode, McKenzie Electric Cooperative requested Stanley evaluate bi-directional (non-radial) coordination on source locations where applicable. Since it was unknown at the time how many source locations would need these multiple coordination evaluations, it was assumed 94 of the 100 terminals would need this bi-directional (non-radial) operation. Deliverables included an updated ASPEN model, updated switching diagram, coordination study report, creation of SEL RDB files, test plan and proposal for settings commissioning and testing support.

Team Leader
Mark Lancaster

Firm's Role
As prime firm, performed system-wide coordination analysis.

Project Cost
Engineering fee: \$127,200

Year Work Completed
2022

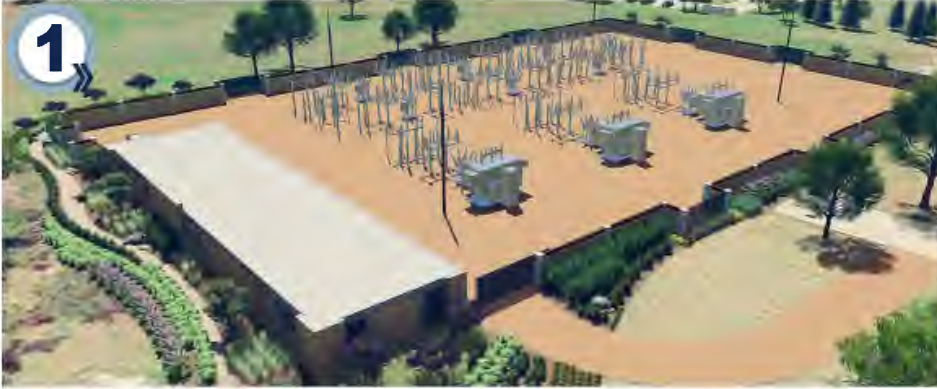
Agency Contact
Jacob Omdalen
Power Engineer II
701.444.6746

Project Applicability

- » System evaluation and protective device coordination studies
- » Experience with legacy and proposed equipment associated with protection schemes
- » Design and implementation of new or existing NERC compliance documentation relating to PRC-005, PRC-023, PRC-027 or other applicable standards
- » Assistance in relay mis-operation analysis from microprocessor relays and investigate SOE data for PRC-004 documentation

The study deliverables helped to develop a more accurate system model and improve the system's reliability so that the system protection is setup to operate in the intended sequence during fault events, which minimizes downtime and associated costs.

E. Firm's Record of Performance



Enterprise Substation and 12.5 kV Electrical Distribution

Texas A&M University | Bryan Texas Utilities » College Station, Texas

Texas A&M University (TAMU) is growing, particularly in the research arena. To enable past and anticipated growth during the next 15 years, the university called on Stanley for conceptual and detailed design, bidding and construction support services for a new 138 kV substation. This project was funded in part by the university and by Bryan Texas Utilities (BTU). BTU paid for the high voltage segment, while the university paid for the switchgear and control building design. That meant there were design, bid and construction documents that were a collaborative work product based on standards provided by both owners.

Aesthetics were crucial in the design of the substation located in the campus research area, necessitating low-profile structures, appealing landscaping and architecturally designed walls and buildings to meet strict campus standards. The design underwent a thorough visual and architectural review, including several 3D renderings, to meet all university criteria.

The design consisted of a six-breaker 138 kV ring bus with three transmission lines and three 40 MVA transformers. Two of the line positions were fed by a nearby BTU underground transmission line, which was cut and extended 0.5 miles into the station. The switchgear was enclosed in a jointly owned 150- by 50-foot control building, housing separate rooms for the utility's relay and control panels and the university's switchgear, relay and control panels.

The initial installation was two 138/12.5 kV, 40 MVA transformers. The transformers fed a 12.5 kV metal-clad switchgear line-up with 18 breakers and a main-tie-main configuration. Designers also drew plans for a third underground transmission line to be constructed as part of the future transmission capacity growth plan.



Responsiveness Throughout the Project Lifecycle: Stanley developed the conceptual and detailed design and prepared cost estimates and bidding and construction documents. We also provided construction support services through project completion. Stanley delivered the project within the specified schedule.

Innovative Solutions

The substation was a low-profile design with underground transmission feeds to the substation ring bus, underground feeds to the transformers and underground feeds to the distribution equipment. The control building, fencing, gates and landscaping were used to integrate the substation into the campus aesthetic.



Team Leader

Eli Erales

Firm's Role

As prime firm, provided conceptual and detailed design, bidding and construction support services for a new 138 kV substation, while coordinating with BTU.

Project Cost

Engineering fee: \$1,495,390

Construction cost: \$13,058,805

Year Work Completed

2018

Agency Contact

TAMU Reference:

Bob Henry

Manager for Technical Services

979.862.4604

BTU Reference:

Michael McMillan

Senior Engineer

979.821.5904

Change Orders

There were no changes orders issued on this project.



Rim Rock Substation Upgrade

Lower Colorado River Authority » Kerrville, Texas

Stanley performed design services for the Rim Rock Substation, which included installation of one 138 kV, 3000A, bus-tie switch with a motor operator and SEECO interrupters and added four additional motor operators on existing 138 kV switches to facilitate sectionalizing of the station 138 kV bus. The 138 kV, 1200A high-side switches on both transformers were upgraded to 3000A and the Transformer #1 1200A circuit switcher was replaced with a 2000A circuit switcher. The station service for Transformer #1 was replaced with a 138 kV, 50 kVA station service transformer and a stand-alone battery enclosure with a second battery bank will be installed near the existing control house enclosure.

The overhead shield wires were replaced by two dynaspheres for lightning protection. Six 138 kV surge arresters at the A-frame dead-end were replaced and a new 138 kV surge arrester was installed for the 50 kVA power voltage transformer. Obsolete 15 kV current and potential transformers at the distribution bays were also replaced. All new equipment was grounded to the existing ground grid with 19#7 copper clad steel.

Relay scope included design of battery bank #2 system, battery bank #2 FDS, battery charger #2, DC panelboard #2-1, LSC1 junction box, differential panels for transformer T1, T2 And bus 1, MOS panel, UF/load shed panels, and manifolds for PVT1, PT1 and CT1. Revisions were made for relay and metering one lines, yard conduit layout, cable and conduit schedules, AC/DC systems, AC/DC panelboards, metering, ANN/PT/UF panels, CB8850 and CB8860 line relay panels and SIP and RTU cabling. Removal consisted of SS1 and associated cables, all secondary relays and trips from DC panelboards #1, #2 and #3, panel 5 (T1 diff), panel 7 (T2 diff), UF equipment (panel 6), panel 8 (B1 diff), 12.5 KV PT1, CT1 manifold, associated cables and conduits, all ion-8600 meter subpanels, 74PF1 and isolation relays from panel 3 and 4.



Responsiveness Throughout the Project Lifecycle: Stanley developed the detailed design and prepared construction documents. We also provided construction support services through project completion. Stanley delivered the project within the specified schedule.

Innovative Solutions

When unmarked conduit runs on the record drawings risked the feasibility of the original design, Stanley quickly provided an alternate design that was implemented to replace the existing control cables with minimal outage time.



Team Leader

Eli Erales

Firm's Role

As prime firm, provided substation upgrade design.

Project Cost

Engineering fee: \$641,732

Construction cost: \$2,000,000

Year Work Completed

2024

Agency Contact

Brad Melnar

Director of Engineering

512.578.4518

Change Orders

Four change orders were issued to our contract due to additional scope added by client.



Spanish Oak Substation Addition

Lower Colorado River Authority » Cedar Park, Texas

Stanley successfully executed design services for the Spanish Oak Substation, aligning with the project objectives and program requirements. Our design for the greenfield substation featured a three-breaker ring bus configuration situated next to Pedernales Electric Cooperative's distribution yard, maintaining optimal integration and functionality.

The project included installation of three 138 kV 3000A 40 kA GCBs, eight 138 kV 3000A VAB switches, and six 138 kV CCVTs, along with seven 138 kV surge arresters and one 138 kV 50 kVA PVT. These components were chosen to meet the high standards required for efficient and reliable substation operations. Additionally, the design incorporated Tier 3 security measures, a 21' x 27' control enclosure, eight static towers, a polevator and two-yard termination cabinets, which collectively enhance the safety and control capabilities of the substation.

Our team also addressed the electrical requirements by performing a thorough grounding system and lightning protection analysis. The civil and structural scope involved site grading and the design of foundations and steel structures for breakers, switches, CCVTs, surge arresters, static poles and bus supports. Additionally, the relay and protection scope added line distance relay with carrier (DCB and DTT over mirrored bits) protection for the Ridgemar and Round Rock transmission lines. This included breaker control protection, transformer bus differential and breaker failure protection, along with metering, annunciator, SIP and RTU.

Coordination with the neighboring utility was needed to interface on the protection schemes. Our familiarity with both clients' standards allowed us to anticipate the required interface points and use the correct design info to make the design work the first time and minimize iterations impacting schedule or budget.



Responsiveness Throughout the Project Lifecycle: Stanley developed the detailed design and prepared construction documents. We also provided construction support services through project completion. Stanley delivered the project within the specified schedule.

Innovative Solutions

To improve the contract amount, we optimized the station layout to minimize the footprint and adhered to the client's standard designs as much as possible.



Team Leader

Eli Erales

Firm's Role

As prime firm, provided design services for greenfield 138 kV substation.

Project Cost

Engineering fee: \$318,280
Construction cost: \$5,000,000

Year Work Completed

2021

Agency Contact

Brad Melnar
Director of Engineering
512.578.4518

Change Orders

Two change orders were issued to our contract due to a change in the size of the property and additional scope added by client.



PRC-027 Compliance

Confidential Client » Florida

Stanley was engaged by the client to provide engineering services in support of compliance with NERC Standard PRC-027-1, System Protection Coordination. This standard requires transmission owners, generator owners and distribution providers to establish and maintain a documented process so protection systems across BES elements operate in the intended sequence during system faults.

Our team assisted the client in developing a formal procedure for creating and reviewing new or revised protection system settings. This process was based on an authenticated ASPEN model and served as the foundation of a new protection settings handbook, which included modeling protocols, peer reviews, coordination procedures and clear guidelines for applying settings to various types of relays.

We also performed a comprehensive protection system coordination study tailored to the client's BES infrastructure, which included 28 BES busses, 24 substations and approximately 40 transmission lines. The study involved short-circuit analysis, updates to the ASPEN model, coordination checks and protection setting revisions. A thorough review and recommendation were provided on the most appropriate compliance option under PRC-027-1, and the system was divided into manageable portions to facilitate the analysis and adhere to regulatory deadlines. Final deliverables included the updated ASPEN model, a summary report highlighting recommended settings changes and formal documentation to confirm internal and external coordination, verification and compliance.



Responsiveness Throughout the Project Lifecycle: Stanley provided engineering services to support the client's compliance with NERC Standard PRC-027-1, including developing standard procedures and preparing a coordination study. Stanley delivered the project within the specified schedule.

Innovative Solutions

By developing a streamlined process for creating and reviewing protection system settings to comply with NERC Standard PRC-027-1, Stanley facilitated efficient analysis and adherence to regulatory deadlines, which will help reduce operational costs by minimizing unnecessary system downtime.



Team Leader
Mark Lancaster

Firm's Role

As prime firm, provided engineering services to support compliance with NERC Standard PRC-027-1.

Project Cost

Engineering fee: \$349,945

Year Work Completed

2021

Agency Contact

Confidential

Change Orders

There were no changes orders issued on this project.

F. Accuracy of Cost Estimates and Ability to Perform Within Budget

RECORD OF PROJECTED COST ESTIMATES

COCS is dedicated to providing exceptional customer service while keeping costs low. We recognize that COCS expects a project that meets cost and schedule control objectives while providing improved infrastructure for the residents, workers and visitors to the area. We deliver these results by understanding the detailed plans and specifications and by planning, organizing and coordinating the construction processes through effective administration, control and communication. The costs of construction have spiraled upwards the last few years. The current market conditions are significantly impacting the cost of labor and materials. Several natural disasters across the nation (materials and workers have flowed toward these areas of need), with more construction happening everywhere, inflation and funding deadlines are major factors influencing the volatility of construction costs.

Supply chain issues have also been a major concern for owners and contractors over the past several years, and there is no indication that these issues are going away anytime soon. Construction change orders, therefore, can significantly impact COCS and cause other projects to be postponed. We will control costs, reduce change orders and help to eliminate scope creep by following the plans and specifications closely, monitoring risks, schedule and potential issues and communicating with the contractor and COCS often.

Our estimating record for the past 20 years is highlighted below, which contrasts estimates prepared with the low and average bids received.

Years	Value of Estimates	Value of Low Bids	Value of Average Bids
2020-2023	\$317,390,025	\$305,625,442	\$321,523,865
2017-2019	\$825,234,173	\$681,666,959	\$892,366,299
2014-2016	\$53,389,148	\$50,752,687	\$54,136,329
2009-2013	\$193,662,951	\$173,022,851	\$178,418,021
2005-2008	\$114,815,586	\$109,268,766	\$117,100,912

The list below includes known project budgets, pre-bid cost estimates and bid ranges for projects listed in Consideration Items D or E.

Client Name	Project Name	Project Budget	Pre-Bid Cost Estimate	Low Bid	High Bid
LCRA/SMEU	Rattler Substation	\$7,750,000	\$7,600,000	\$5,800,000	\$9,000,000
LCRA	Bakersfield to Big Hill Transmission Line Addition	\$25,000,000	Note 1	Note 1	Note 1
Austin Energy	Rainey Street GIS Substation	\$30,000,000 (Note 3)	\$9,600,000	\$10,891,000	\$13,500,000
Lansing BWL	Ultium Substation and Transmission Line	Note 2	Note 2	Note 2	Note 2
McKenzie Electric	System Line Relay Coordination Study	\$127,200	Note 1	Note 1	Note 1
TAMU/BTU	Enterprise Substation and 12.5 kV Electrical Distribution	\$15,000,000	\$14,477,000	\$10,550,554	\$12,858,805
LCRA	Rim Rock Substation Upgrade	\$2,000,000	Note 1	Note 1	Note 1
LCRA	Spanish Oak Substation Addition	\$5,000,000	Note 1	Note 1	Note 1
Confidential Client	PRC-027 Compliance	\$349,945	Note 1	Note 1	Note 1

Notes:

1. Stanley's scope of work did not include preparation of cost estimate and bid evaluation.
2. Project budget information is not available.
3. Included owner-furnished materials.

MEASURES INITIATED TO PERFORM PROJECT WITHIN BUDGET CONSTRAINTS

Stanley's systematic cost estimating process defines a focused range and expected cost of a project. The process is important from a budgetary planning, as well as project control perspective once project activities commence. Cost estimates are more accurate when developed in concert with project design activities. However, cost estimating can and often begins in concept stages. Our efficient and proven cost estimating process helps our clients estimate and manage project costs. This process is summarized below.



We implement various cost estimation strategies throughout the project lifecycle to be responsive to budget constraints, helping to keep projects financially feasible and in-line with COCS's expectations. Below are some common strategies:

- » **Detailed Cost Breakdowns:** Providing itemized cost breakdowns to help our clients understand where their money is going and identify potential areas for cost savings.
- » **Phased Estimating:** Implementing phased estimating throughout the project lifecycle allows for more accurate budgeting as the project scope becomes clearer.
- » **Value Engineering:** This process involves suggesting alternative solutions that achieve the same project goals at a lower cost, without compromising on quality or performance.
- » **Use of Historical Data:** Leveraging data from past projects helps in making more accurate cost predictions based on real-world outcomes.
- » **Risk Analysis:** Incorporating risk analysis in the cost estimating process helps identify potential financial overruns early, allowing for contingency planning.
- » **Regular Reviews and Updates:** Continuously updating the cost estimates as the project progresses from planning to project completion helps the budget reflect any changes or unforeseen challenges.
- » **Efficiency in Planning and Design:** Optimizing project plans and designs not only for performance but also for cost efficiency can significantly reduce expenses.
- » **Collaborative Procurement Strategies:** Working closely with suppliers and subcontractors to negotiate better prices or find cost-effective alternatives.

G. Workload Capacity and History of Performing Within a Schedule

(A) TEAM CAPABILITIES AND APPROACH FOR HANDLING MULTIPLE PROJECTS SIMULTANEOUSLY

With 800+ employees handling around 1,000 projects annually, Stanley utilizes strategic planning, effective communication, advanced technology and a skilled, flexible team to manage multiple simultaneous projects. For instance, for each of your projects, project timelines and resource commitments are managed using Deltek Vantagepoint Resource Management software. This system provides real-time dashboards and reports, allowing department managers to monitor team schedules and critical deadlines. Key resources are allocated the most hours, with technical advisors and reviewers scheduled around key review periods. The company aims to schedule engineers and technical staff for no more than 85 percent of their time to accommodate any project delays. The software also facilitates workload prioritization, internal review coordination and the identification of additional resources with necessary skills to help meet project milestones efficiently. Regular updates on project progress and resource reallocation are communicated to maintain alignment with project requirements and timelines.

COCS's projects will be performed by our team of experienced subject matter experts with experience in substation relay and control design, system protection, SCADA and transmission and distribution line studies. Our team is experienced with the latest relay products and designs that include complicated logic and trip schemes. We are proficient with projects that have stringent performance criteria, require the integration of improvements within congested facilities and must be completed with minimal disturbance to adjacent activities.

(B) FIRM'S ABILITY TO DELIVER PROJECTS WITHIN A SPECIFIED SCHEDULE

If COCS's project requires extra resources, our team can leverage our extensive staff to handle increased workloads or specific expertise needs. We monitor and manage workloads across all our offices, which allows project managers to accurately predict and manage resource allocation, hours and costs for each project. For COCS, this means a balanced team that enhances project management efficiency, aligns staff better across projects, and improves overall project results.

The projects listed in Consideration Item (D) and Consideration Item (E) were successfully completed within the respective clients' required schedules. Some examples of measures we used to maintain the project's schedule include the following:

- » **TAMU/BTU Enterprise Substation and 12.5 kV Electrical Distribution:** Some high value equipment such as the power transformer was purchased directly by TAMU. This minimized the schedule and cost impact to the project.
- » **LCRA Spanish Oak Substation Addition:** To improve project schedule, we performed the requested change order scope within the original baselined schedule's durations.
- » **BWL Ultium Substation and Transmission Line:** Stanley developed a phased design and construction schedule that aligned with BWL's customer's phased energization. This strategic approach allowed for the timely and efficient completion of each phase, maintaining the project's momentum and meeting all deadlines.

(C) CONTINGENCY PLAN AND ABILITY OF FIRM TO SUSTAIN LOSS OF KEY TEAM MEMBERS

Unforeseen personnel changes are accounted for in our risk management strategy to help complete COCS's distribution projects professionally and on time. Our contingency plan includes a deep bench strength with a robust team ready to fill in as needed, coordinated by the project manager, Eli Erales, who works with departments to select qualified replacements. We also have structured succession planning where each key team member has a designated backup familiar with the project, supported by our standardized project delivery model that simplifies transitions. Additionally, our team engages in continuous training and uses robust project management tools to provide real-time updates, promoting smooth operations and maintaining project quality. Regular communication and client involvement are key, keeping all stakeholders informed and involved throughout the project lifecycle.



I am always impressed with the quality of Stanley's engineering, their ability to meet tight schedules and the people skills of their staff. I have been working with them for over 18 years and it's been a pleasure. I can always count on them to go the extra mile to satisfy our needs.

— Bob Henry, Manager for Technical Services, Texas A&M University



RFQ#25-058

H. Proposed Approach for the Design Project or Study

(A) ORGANIZATION AND STRUCTURE OF THE PROJECT TEAM

Stanley's project team (shown in the organizational chart on page 2) has a broad background in analyzing, planning, designing and modifying all types of substation and transmission systems, as well as substantial protection and controls study and design experience. We strive to have an intimate understanding of all aspects of your projects and will provide COCS with continuous delivery of services, performance and quality. Our job is to serve as an extension of COCS's staff to provide seamless integration, ease your workload, drive the schedule and achieve a smooth process.

No subconsultants are anticipated. Stanley has the resources to self-perform the work described. If additional scope not described in the request for qualifications is required, we have several partners that may be utilized if needed.



LCRA TSC has partnered with Stanley Consultants for several years on substation projects. Throughout our partnership, Stanley Consultants has been collaborative and communicative. Their attention to detail during planning, design, construction support, and as-built consistently leads to the successful implementation of our projects. The projects they have engineered for our organization have varied in scope and complexity, but Stanley Consultants meets the needs of our organization while maintaining aggressive schedules.

— *Amanda Travieso, PE, Substation Engineering Supervisor, LCRA*



(B) WORK PLAN

Our team is dedicated to collaborating with COCS to incorporate design ideas, functionality and level of service. This collaboration will be key to delivering projects that meet COCS's desired schedule and budget objectives. Eli's leadership will facilitate proactive communication and quality control resulting in high-quality projects. Throughout each study or design project, our role is to maintain a process that efficiently analyzes risks and opportunities, helps COCS to make informed decisions and continually balance decisions versus project budget while keeping the process on track to meet schedule milestones. We will work together to determine the preferred materials techniques and incorporate stakeholder outreach.

Each COCS project will have effective and customized services applied to it based on our established approach. Stanley embraces a methodology that not only outlines our standard practices for project management and execution but also integrates proposed solutions from previous engagements. The following approaches are typical for studies and design projects. The tasks are organized so there is a uniform workflow from project kickoff through project completion.

Approach for System Study Project

Kickoff Meeting: The project will commence with a kickoff meeting and site visit involving Stanley and representatives from COCS. This session serves as the foundation for the entire system study and will focus on understanding the project scope, defining the primary objectives and identifying any special considerations. These may include contingency conditions, operational constraints or unique system procedures that could affect the study results. During the site visit, Stanley's team will collect comprehensive data on the existing infrastructure, equipment and operational practices. This data will be essential for building an accurate and reliable system model. We will also maintain detailed notes of the kickoff meeting, capturing all key discussions, action items and decisions for reference throughout the project lifecycle.

Preliminary Model Review Meeting: Once a preliminary system model has been developed using the data collected, Stanley will host a review meeting with COCS stakeholders. The goal is to validate the model's accuracy, review the study methodology and align expectations on how the system will be evaluated. This meeting will also provide a forum to discuss any outstanding data needs, such as follow-up questionnaires or clarification of system details. Special attention will be given to modeling unique operating scenarios and configurations to ensure the study captures all system conditions. Feedback from this session will be used to refine the model before full system analysis begins.



COCS will receive a comprehensive approach that optimizes outcomes and aligns with your strategic goals, so the project is efficiently executed and meets regulatory, schedule and budget requirements.

System Analysis and Draft Report: After the system model has been reviewed and approved, Stanley will carry out detailed system studies as outlined in the project scope—these may include load flow analysis, fault studies, protective coordination reviews and more, depending on the project’s requirements. Our team will prepare a comprehensive draft report, including all modeling assumptions, data sources, system analysis results and preliminary recommendations. This document will form the basis for technical review and stakeholder feedback.

Draft Report Meeting: Upon completion of the draft report, our team will conduct a draft review meeting with COCS. The purpose of this meeting is to walk through the findings, discuss recommendations and gather feedback from stakeholders. Any concerns or suggestions raised will be noted and considered for incorporation into the final report. This collaborative step aligns the final deliverable with client expectations and addresses relevant operational considerations.

Final Report and Presentation: Based on feedback from the rough copy meeting, Stanley will finalize the report, incorporating necessary revisions and updates. The final document will serve as a definitive reference for future planning, operations and system improvements. If desired, our team will prepare and deliver a formal presentation of the study’s findings and recommendations to key stakeholders, providing a clear summary of the project’s outcomes and actionable next steps.

Approach for Design Project

Kickoff Meeting: Our team will meet with COCS to confirm scope and design criteria and project approach. We will start by discussing the overall project approach, including review of any previous designs, reports and recommendations. Our team will also review:

- » COCS needs, goals, risks and other concerns.
- » Confirm schedule and project budget.
- » Confirm communication preferences including type and frequency.

Data Collection: Our team will review existing design drawings, system models, event recorder data and relay settings and program files.

Preliminary Design: During this stage, we will discuss data collected, review costs and schedule, gain input, identify any additional requirements, discuss concerns and the next steps forward and prepare preliminary design.

Detailed and Final Design: After the preliminary design review, our team will incorporate feedback and collaborate with operations to identify outage, construction, maintenance, and safety requirements and design specifics and proceed with the detailed design for 60 percent and final design deliverables. The detailed design will include plans, specifications and construction cost estimate. Proposed projects will engage our subject matter experts in their knowledge of PRC standards, relay settings and protection equipment specifications.

Bidding Services: Stanley will provide bidding documents per COCS’s standards, organize and conduct a pre-bid meeting, respond to requests for information and review the bid results and provide a recommendation.

Construction Phase Services: Coupled with experience on over 1,800 construction management projects, Stanley brings comprehensive support experience and a deep understanding of the specific construction needs during this phase of the project. During the construction phase, we will leverage Eli, engineers and specialty inspectors to monitor construction progress and quality. Our team will monitor work progress and quality control and respond to field related questions.

Critical components of construction management that will be beneficial to COCS include:

- » Field Supervision: Our experienced team provides on-site supervision, closely monitoring construction activities to maintain adherence to project specifications and regulatory requirements.
- » Coordination and Communication: We excel in facilitating effective communication and coordination among project stakeholders, fostering collaboration and minimizing conflicts. We understand that our inspectors will be the field representatives for COCS while on-site and that the upstreaming and down-streaming of information is key to COCS making informed decisions.
- » Health and Safety: We prioritize the well-being of all project participants, including residents, workers and visitors near the construction sites. We will monitor the contractor’s safety plans and protocols to help maintain a secure working environment.
- » Commissioning: Our team’s expertise enables us to closely oversee the commissioning process, diligently monitoring systems and components to confirm thorough testing and full operational readiness. Through our unwavering commitment, we will meet your needs and minimize the likelihood of any potential operational issues in the future.

(C) APPROACH TO PROJECT MANAGEMENT

Stanley has developed strong relationships with our clients and improved lives over the course of our rich history. We are focused on the future and recognize the need to create competitive advantages in building a connected, sustainable and enriched world. As Stanley continues to grow and evolve, we continuously manage our project delivery process more closely and consistently. A single approach to project management improves how we deliver quality results to our clients.

Key Elements of a Successful Project Management Approach

- » Having a responsive, collaborative team.
- » Establishing communication methods to be used throughout the project as well as the file sharing processes COCS desires.
- » Monitoring overall progress/schedule and providing regular reports.
- » Holding periodic meetings and review sessions between the study or design team and COCS staff to facilitate decision-making and maintain alignment with project objectives.
- » Resolving issues quickly. If a problem arises, we will address the situation so the best interests of COCS are carried out. We will handle potential issues directly and openly.

Our approach is based on the Project Management Institute (PMI) methodology, providing a structure for successful project completion. The PMI format standardizes expectations, work products, quality control, and streamlines communication practices, enabling COCS to rely on our team to deliver quality services on every project.

COCS will receive a tailored approach from Stanley that optimizes outcomes and aligns with your strategic goals. We are committed to working collaboratively with COCS to clearly



define project objectives, develop a plan and closely monitor progress to achieve the desired results. Our team will maintain close coordination with COCS's engineering, operations and management teams to maintain a unified approach to the project goals and enable swift resolution of any issues. As project manager, Eli will facilitate the seamless flow of critical data and information, thereby reducing delays and improving decision-making processes.

To effectively manage the project execution, Stanley uses a work breakdown structure to delineate the project into manageable tasks and components. These elements will define project management procedures while prioritizing quality and risk mitigation, leading to more predictable and successful project outcomes.

Regular monitoring of the project's progress against the planned schedule and budget allows our team to promptly identify and address deviations or potential concerns, which minimizes impacts and keeps COCS informed. By aligning our budget planning with the project scope and schedule, we provide accurate cost control, promoting financial efficiency throughout the project lifecycle.

Quality is paramount in our services. We integrate quality assurance checks and approvals into each task, conducting these reviews before submitting deliverables to COCS. This process not only upholds high standards but also reduces the time COCS spends on reviews. Our project manager will continuously oversee and maintain quality standards throughout the project's duration.

Risk management is handled with transparency and proactive communication. We identify potential project risks, such as critical timing for COCS's decision-making and possible schedule impacts. After conducting qualitative and quantitative risk analyses, we provide risk responses to the higher impact and higher probability items. We monitor and control those risks by keeping COCS informed about the risks and our mitigation strategies throughout the project, which provides a responsive project environment.

(D) APPROACH TO PERFORMING COMMISSIONING OR ACTING AS OWNER'S ENGINEER

Stanley is committed to delivering comprehensive support throughout the entire project lifecycle to facilitate successful design and commissioning of the system. As owner's engineer, we will provide independent, expert oversight across all phases of the project, including system studies, substation design, construction and commissioning. Our team will work closely with COCS, so the project aligns with your goals, budget and schedule while maintaining the highest technical and safety standards.

In the role of owner's engineer, we will act as a dedicated technical advisor, serving as the primary liaison between COCS, contractors and other stakeholders to foster collaboration that leads to clear and consistent designs and high-quality outcomes. Stanley will coordinate the overall project, providing efficient execution and adherence to technical requirements. Our team will review all design documentation, specifications and plans for compliance with relevant industry regulations and best practices. During construction, we will provide guidance, so the design is implemented accurately and safely. Additionally, Stanley will oversee the commissioning process to confirm that all systems are tested and validated to meet the desired standards.

Throughout the entire project, Stanley will continuously monitor progress and help to manage project risks and adherence to quality standards. We will provide regular progress updates to COCS, coordinate with contractors and stakeholders to avoid delays and proactively manage risks to keep the project within scope and on schedule.

Stanley is dedicated to supporting COCS through every phase of the project, from planning and design to commissioning. Our approach is designed to deliver the project successfully, meet regulatory requirements and adhere to industry standards. Through careful coordination, expert oversight and a commitment to quality and safety, we will help achieve COCS's goals.

CERTIFICATION

The undersigned affirms that they are duly authorized and qualified to submit this SOQ. The undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement for Professional Services without modification.

Signed By: Lisa Donnelly Title: Client Service Manager

Typed Name: Lisa Donnelly Company Name: Stanley Consultants, Inc.

Phone No.: 303.649.7833 Fax No.: 512.427.3699

Email: donnellylisa@stanleygroup.com

Bid Address: 6836 Austin Center Boulevard, Suite 350, Austin, TX 78731
P.O. Box or Street City State Zip

Order Address: 6836 Austin Center Boulevard, Suite 350, Austin, TX 78731
P.O. Box or Street City State Zip

Remit Address: 225 Iowa Avenue, Muscatine, IA 52761
P.O. Box or Street City State Zip

Federal Tax ID No.: 421320758

DUNS No.: 00-798-9056 (Muscatine Corporate)

Date: April 15, 2025

Number of Addenda Acknowledged: N/A

END OF RFQ No. 25-058

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

Hourly Fees and Charges

FISCAL YEAR 2025-2026

Rates April 1, 2025, through March 29, 2026

Compensation for office-based personnel in the United States for time in the performance of the work shall be in accordance with the following hourly fees:

<u>Hourly Fee</u>	<u>Labor Classification / Position Title</u>
\$84.50	CAD Student Intern
\$98.50	Student Intern - Engineer, CAD Technician 1
\$113.00	Architect Intern 1, Senior CAD Technician 1
\$126.50	Associate (E1), Architect Intern 2, Associate Scientist 1, Senior CAD Technician 2, Project Administrator 1, Cost Estimating 1
\$140.00	Engineer in Training 1, Associate (E2), Associate Scientist 2, CAD Designer 1
\$154.50	Engineer in Training 2, Scientist 1, Senior Land Acquisition Agent 1, CAD Designer 2, Senior Project Administrator 1, Project Controls Specialist 1, Cost Estimating 2
\$169.00	Consultant (E1), Architect 1, Scientist 2, Senior CAD Designer 1, Senior GIS Analyst 1
\$182.50	Engineer 1, Consultant (E2)
\$195.50	Senior Consultant (E1), Resident Project Rep 1, Principal GIS Analyst
\$208.50	Engineer 2, Senior Consultant (E2), Senior Architect 1, Senior CAD Designer 2, Senior Project Controls Specialist 1
\$220.50	Senior Engineer 1, Senior Consultant (E3), Senior Architect 3, Principal CAD Designer, Cost Estimating 3
\$233.00	Principal Consultant (E1), Principal Architect 1, Senior Resident Project Rep 1, Project Manager 1
\$246.50	Senior Engineer 2, Principal Consultant (E2), Senior Planner 1
\$259.50	Senior Engineer 3, Principal Scientist 2, Principal Planner 1, Principal Land Acquisition Agent, Project Manager 2
\$270.50	Principal Architect 3, Principal Scientist 3, Senior Project Controls Specialist 2
\$280.50	Principal Engineer 1, Principal Engineer 3, Project Manager 3
\$299.00	Principal Engineer 2, Senior Project Manager 1, Principal Project Controls Specialist

Construction management and construction inspection service pricing varies based on duration of assignment and will be hourly fee and expenses as specified in individual purchase order.

Office-based personnel involved in professional consulting services that require advanced experience and expertise—such as roles in studies, program management, senior management oversight and portfolio management—will be compensated either through hourly fees or a mutually agreed-upon fixed fee, as outlined in individual purchase orders.

Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule. Included in our hourly fees are cost to cover benefits, indirect costs, administration cost, overhead and profit.

Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	IRS Rates
Four-Wheel Drive Vehicles	IRS Rates
Ground Transportation (rental car, taxi, etc.)	Cost plus 10%
Air Travel (commercial and charter)	Cost plus 10%
Equipment Rental	Cost plus 10%
Laboratory Work	Cost plus 10%
Soils Testing and Analysis	Cost plus 10%
Outside Photographic Work	Cost plus 10%
Duplicating Work	(schedule supplied upon request)
Technical Testing and Surveying Equipment	(schedule supplied upon request)
Subcontractors	Cost plus 10%

1. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost.
2. Stanley Consultants determines our rate increases based on market conditions, market factors and benefit costs. Rates will be subject to revision on or after March 29, 2026.

EXHIBIT B
PAYMENT SCHEDULE FOR EACH PHASE:

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.

Schedule of Payment for each phase: Each Project will be paid upon negotiated Milestones and Percentages between City of College Station Electric Utilities and Stanley Consultants, Inc. The following is an example of suggested Milestones, Percentages and Payments:

PROJECT X	PROJECT DEADLINE	PROJECT COST
Project Approval and Orientation Meeting		10% payment
Milestone 1 Update-Reports and draft Drawings		10% payment
Milestone 2 Revised Drawings & Discussion		20% payment
If needed:		
Milestone 3 Revised Drawing & Discussion		20% Payment
Milestone 4 Final Drawings & Discussion		40% Payment
Project Total		100% Project Cost

Note: Payments will occur upon receipt of invoice, approval by COCS Electric and within COCS Payment Terms & Conditions.

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

Contract No. 25300566
A&E Professional Services without Construction
Form 01-01-2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 220 Emerson Place Suite 200 Davenport IA 52801	CONTACT NAME: Julie Brockert PHONE (A/C, No, Ext): 563-316-3418 E-MAIL ADDRESS: julie_brockert@ajg.com	FAX (A/C, No): 563-322-1046
	INSURER(S) AFFORDING COVERAGE	
INSURED Stanley Consultants, Inc. 225 Iowa Avenue Muscatine IA 52761	INSURER A : Charter Oak Fire Insurance Company	
	INSURER B : Travelers Property Casualty Co of America	
	INSURER C : Navigators Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 402743181

REVISION NUMBER:

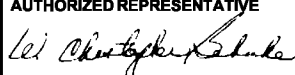
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	P-630-4885B479-COF-25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-2L649784-25-43-G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-9S313559-25-NF	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8J736329-25-43-G	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			CH25EXRZ0G0YAIV	1/1/2025	1/1/2026	Each Occ \$5,000,000 Aggregate \$5,000,000

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

RE: "RFQ#25-058 Protection and Controls Engineering Services - SCI Opp. R0005.13.40." The City of College Station shall be named as additional insured on a primary and noncontributory basis with respect to General Liability and Auto Liability as respects to the written contract with the named insured. Waiver of Subrogation granted re General Liability, Auto Liability, and Workers Compensation. 30 day Notice of Cancellation.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station P.O. Box 9960 College Station TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 06 U9 (00)

POLICY NUMBER: UB-8J736329-25-43-G

**TEXAS NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED
PERSONS OR ORGANIZATIONS**

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:

Number of Days Notice:

30

All other terms and conditions of this policy remain unchanged.

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 1/01/2025

DATE OF ISSUE: 1/01/2025

Countersigned by _____

ST ASSIGN:

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice:	10
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	10
MATERIAL LIMITATION OF COVERAGE:	Number of Days Notice:	10

PERSON OR ORGANIZATION: City of College Station

ADDRESS:
P.O. Box 9960
College Station, Texas
77842

PROVISIONS

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

- C. If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
 - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
 - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Personal injury":
 - (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

- (3) "Property damage" to property:
 - (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice:	10
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	10
MATERIAL LIMITATION OF COVERAGE:	Number of Days Notice:	10

PERSON OR ORGANIZATION:

ADDRESS:

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

- C.** If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

June 26, 2025
Item No. 7.1.
Legislative Update

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action relating to a summation of the City's legislative activities during the 89th legislative session.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): N/A

Summary: Legislative consultant Jennifer Rodriguez will provide a review of the 89th legislative session, including legislation impacting City operations and management.

Budget & Financial Summary: N/A

Attachments:

None

June 26, 2025
Item No. 7.2.
Wolf Pen Creek Master Plan

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a Wolf Pen Creek Master Plan.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): N/A

Summary: Presentation and update related to Wolf Pen Creek Park.

Budget & Financial Summary: N/A

Attachments:

None

June 26, 2025
Item No. 7.3.
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 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

June 26, 2025

Item No. 7.4.

Parks and Recreation Department Annual Update

Sponsor: Kelsey Heiden

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action related to a Parks and Recreation department annual update.

Relationship to Strategic Goals:

Core Services and Infrastructure

Good Governance

Recommendation(s): N/A

Summary: Staff will provide an update on Parks and Recreation Department services.

Budget & Financial Summary: N/A

Attachments:

None

June 26, 2025
Item No. 8.1.
The Range College Station

Sponsor: Bekha Blasingame, Staff Planner

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 to CI Commercial Industrial for approximately 19.33 acres at 2855 Graham Road North, generally located at the intersection of Graham Road and Old Wellborn Road.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): Staff is recommending approval of the rezoning request. This item was heard at the June 5th Planning and Zoning Commission meeting where the Commission voted 6-0 to recommend approval.

Summary: This request is to rezone approximately 19.33 acres of land generally located at the intersection of Graham Rd North and Old Wellborn Road, also adjacent to Union Pacific Railroad and FM 2154 (Wellborn Rd), from R Rural to CI Commercial Industrial. The tract proposed to be rezoned consists of an unplatted property and is currently vacant. The property was assigned the zoning district of A-O Agricultural Open, later renamed R Rural, upon annexation in 1996. This zoning request is in an effort to allow the applicant to develop the property as a use not currently allowed under the R Rural zoning district. The applicant's intent is to develop a commercial amusement use consisting of a driving range and other entertainment such as outdoor games and snacks. Though the zoning district of R Rural allows for the use of a driving range, it does not allow for the use of commercial amusement.

REZONING REVIEW CRITERIA

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

The subject tract is designated as Business Center on the Comprehensive Plan Future Land Use & Character Map.

For the Business Center land use, the Comprehensive Plan provides the following:

Areas that include office, research, or industrial uses that may be planned and developed as a unified project. Generally, these areas need convenient access to arterial roadways.

The intent of the Business Center land use is to accommodate: a variety of large footprint buildings and commercial and service uses within Business Centers; pedestrian, bicycle, and transit connectivity to and within Business Centers; and provide buffering through landscaping and building placement where large-scale employment sites are adjacent to residential areas.

The zoning districts that are generally appropriate within the Business Center land use include: Business park, industrial, and commercial industrial zoning.

The proposed rezoning request from R Rural to CI Commercial Industrial aligns with the Comprehensive Plan.

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

The subject property is surrounded by the remainder of the original tract to the south, which is zone R Rural and is currently undeveloped. Properties across Graham Rd N, Union Pacific Railroad, and Wellborn Rd to the northeast and northwest, are zoned GC General Commercial, C-3 Light Commercial, BPI Business Park Industrial and PDD Planned Development District. These properties are currently developed as wholesales/services, retail sales and services, office, medical clinic, and storage facility, with some of the properties being undeveloped. The proposed zoning district is appropriate in the context of the area as it would allow for further commercial use adjacent to FM 2154 (Wellborn Road).

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 uses allowed within the CI Commercial Industrial zoning district. The site has adequate space to meet the minimal dimensional standards for the proposed zoning district.

The use of driving range is allowed with the following specific use standards:

- a minimum of ten (10) acres and have a minimum field size of two hundred seventy-five (275) yards;
- be classified as a commercial enterprise and must comply with the Buffer Requirements Section of Article 7 of the Unified Development Ordinance;
- all balls must remain on the property through proper orientation of the tee boxes, adequate buffering or screening, and barrier nets;
- no building, structure, or outdoor activity of a driving range shall be located within one hundred (100) feet of residentially zoned property;
- all ground-level lighting of a driving range's landing area shall be directed away from adjacent properties and screening shall be provided with plantings, berms, or other means to limit nuisances associated with lighting and resulting glare.

The commercial amusement use is allowed with the following specific use standards:

- All outdoor activity must be located a minimum of three hundred (300) feet from an existing residential use.

With the proposed lot having a depth of over 1,200 feet, and a lot width of approximately 630 feet, the site has adequate space to meet the specific use standards of both uses 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 at the intersection of Graham Rd North and Old Wellborn Road, which are both identified as local streets, and adjacent to Union Pacific Railroad and FM 2154 (Wellborn Rd), which is identified as a 3-lane major arterial. Right of Way alignments and dedications would be determined

during the preliminary plan. After reviewing the TIA exemption letter, city staff and the administrator have determined that a TIA will not be required at this time.

5. The marketability of the property:

The existing zoning of R Rural is highly restrictive to development. The desired zoning district is more marketable.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Aerial and Small Area Map
3. Background Information
4. Rezoning Exhibit
5. Applicant's Supporting Information
6. Existing Future Land Use Map
7. Rezoning 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 TO CI COMMERCIAL INDUSTRIAL AFFECTING APPROXIMATELY 19.33 ACRES AT 2855 GRAHAM ROAD NORTH GENERALLY LOCATED AT THE INTERSECTION OF GRAHAM ROAD NORTH AND OLD WELLBORN ROAD; 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 to CI Commercial Industrial:

	<p style="text-align: center;">FIELD NOTES DESCRIPTION OF A 19.33 ACRE TRACT ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54 COLLEGE STATION, BRAZOS COUNTY, TEXAS</p>
<p>A FIELD NOTES DESCRIPTION OF 19.33 ACRES IN THE ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 166.117 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HGH OPERATIONS, LLC RECORDED IN VOLUME 14973, PAGE 157 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 19.33 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:</p>	
<p>BEGINNING at a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found at the intersection of N. Graham Road (a variable width prescriptive right-of-way) and Old Wellborn Road, on the southwest side of the Union Pacific Railroad (formerly the Houston & Texas Central Railway Co., 100' wide right-of-way, 'U'/387 DRBCT & 9483/79 OPRBCT), at the north corner of said 166.117 acre tract, from which the City of College Station geodetic control station 'MON 10' bears N 76° 38' 14" W, a distance of 2,497.95 feet;</p>	
<p>THENCE, with the common line of said 166.117 acre and said railroad right-of-way, S 47° 05' 08" E, a distance of 1,227.60 feet to point for the east corner hereof, from which a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found at a point of curvature in said line bears S 47° 05' 08" E, a distance of 737.42 feet;</p>	
<p>THENCE, leaving said line and through said 166.117 acre tract, the following six (6) courses and distances:</p>	
<ol style="list-style-type: none"> 1) S 42° 30' 22" W, a distance of 739.66 feet to a point for the south corner hereof; 2) N 47° 55' 11" W, a distance of 361.19 feet to a point; 3) N 42° 04' 49" E, a distance of 75.00 feet to a point; 4) N 47° 55' 11" W, a distance of 501.56 feet to a point; 5) with a curve to the left, having a radius of 480.00 feet, an arc length of 155.60 feet, a delta angle of 18° 34' 24", and a chord which bears N 38° 37' 59" W, a distance of 154.92 feet, to a point; 6) N 47° 55' 11" W, a distance of 169.67 feet to a point; 7) N 02° 57' 41" W, a distance of 35.38 feet to a point; 8) N 48° 27' 58" W, a distance of 5.60 feet to a point on the southeast line of N. Graham Road, in the northwest line of said 166.117 acre tract, for the west corner hereof, from which a 1/2 inch iron rod with 	
<p>24-1514.docx</p>	<p style="text-align: right;">1 Page</p>

a yellow plastic cap stamped 'RPLS 1430' found at the west corner of said 166.117 acre tract bears S 41° 32' 02" W, a distance of 1,498.07 feet;

THENCE, with the northwest line of said 116.117 acre tract, along the southeast side of N. Graham Road, **N 41° 32' 02" E**, for a distance of **632.59 feet** to the **POINT OF BEGINNING** hereof and containing **19.33 acres**, more or less.

Surveyed on the ground November 2024 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00009669365921 (calculated using GEOID12B). Reference drawing: 24-1514-Exhibit.

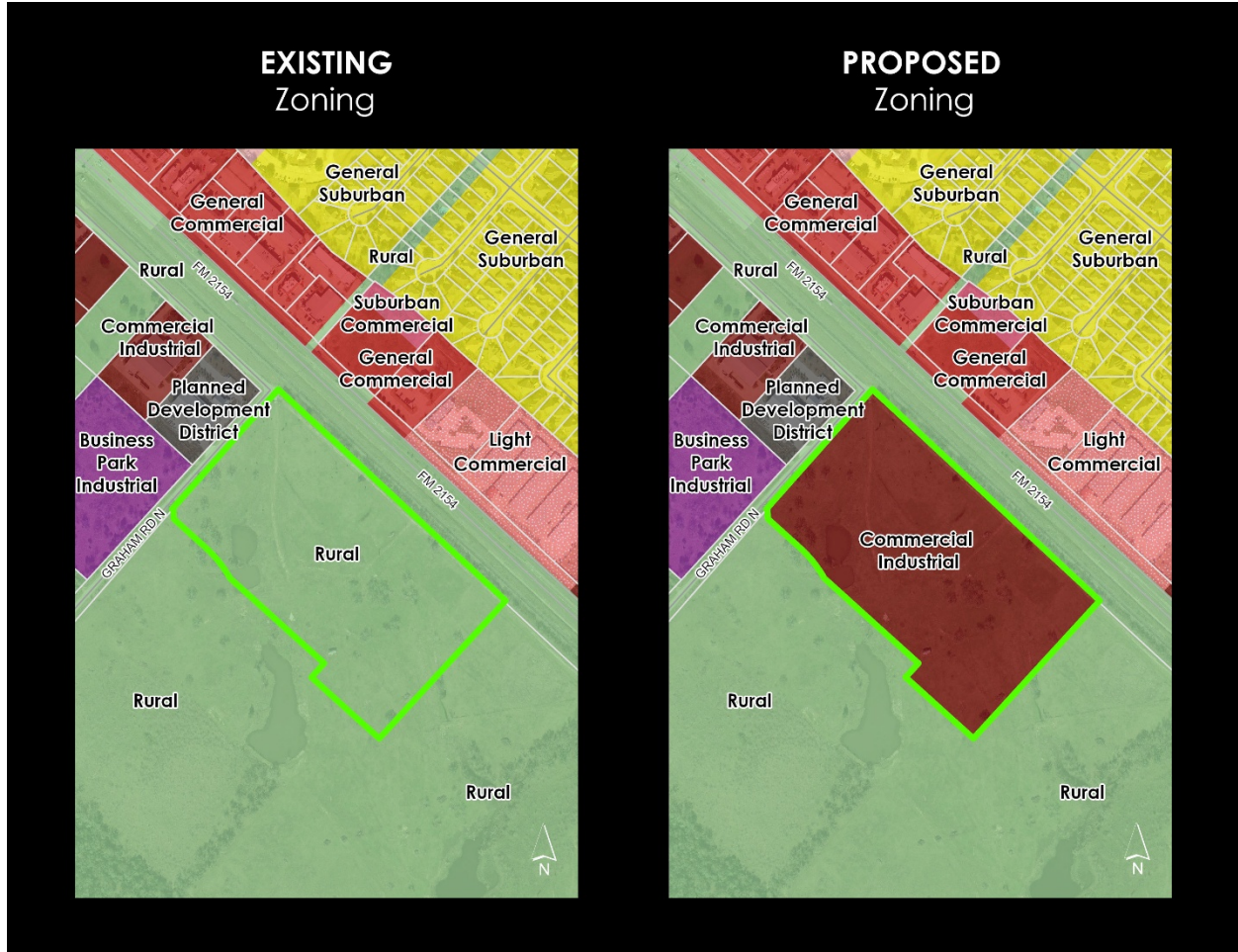
Michael Konetski 2/11/25
Michael Konetski
Registered Professional Land Surveyor No. 6531
Revised 02-11-2025

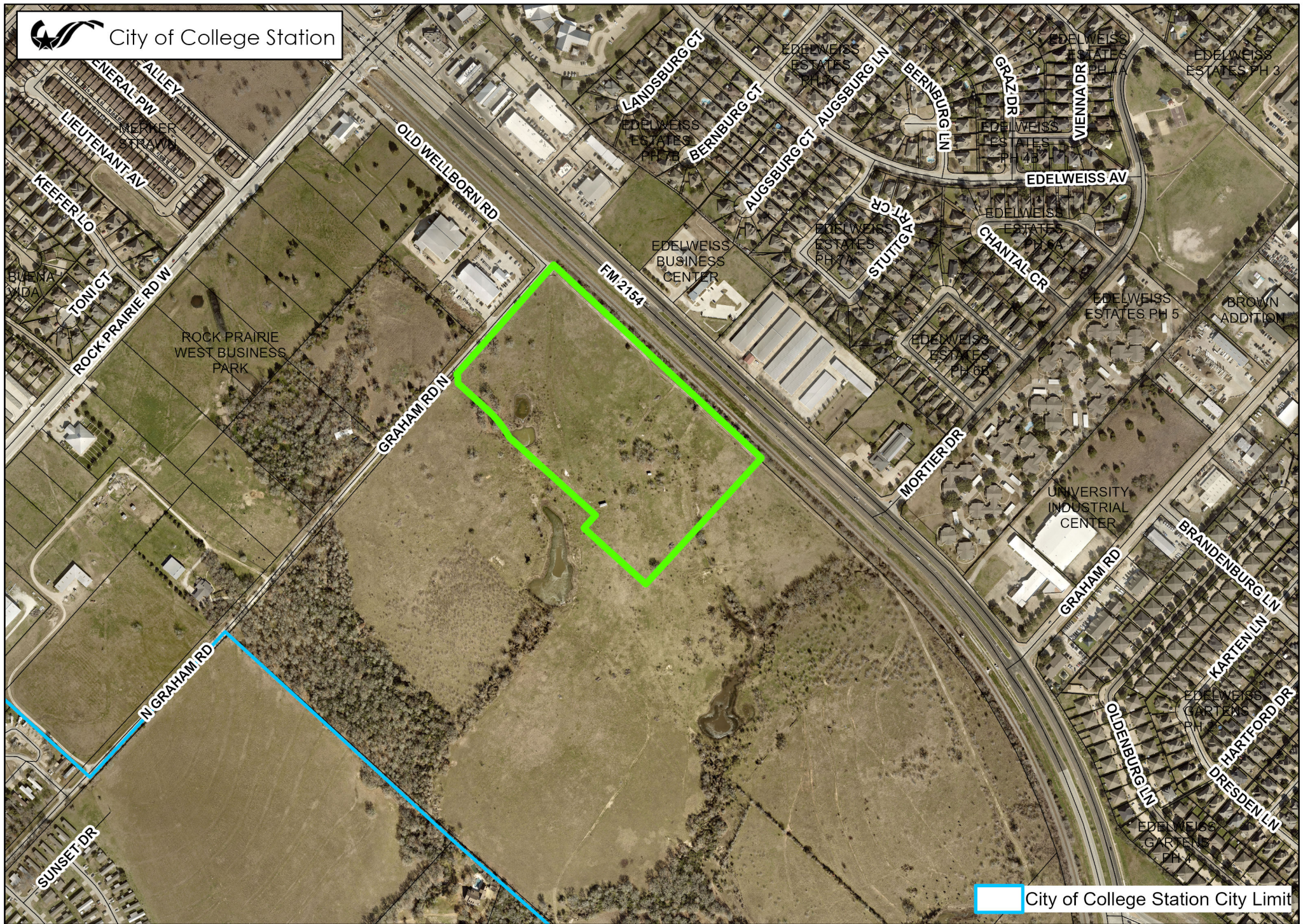


KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Exhibit B





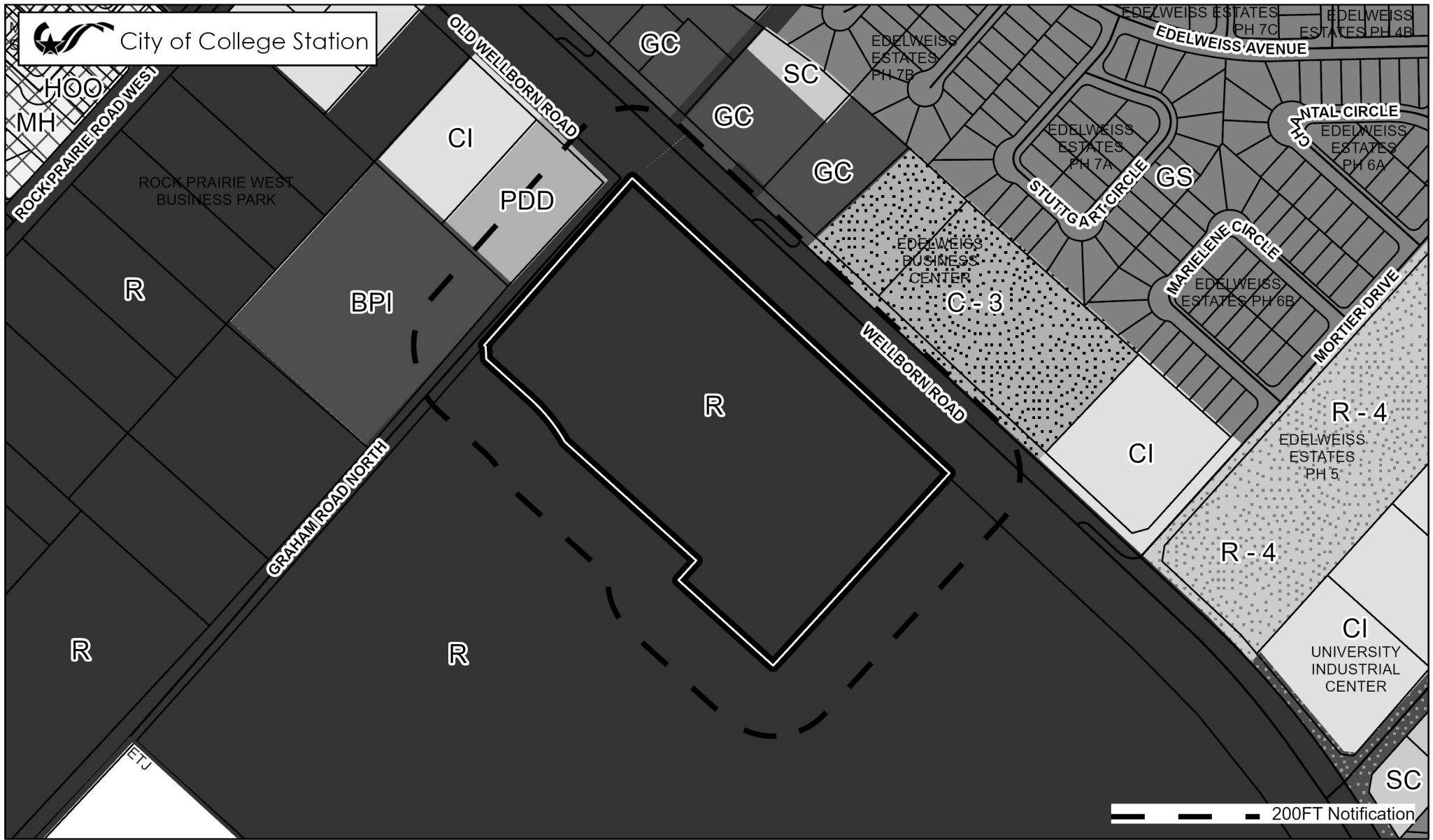
City of College Station City Limit



THE RANGE COLLEGE STATION

Case: REZ2025-000003

REZONING



ZONING DISTRICTS (In Grayscale)

Residential	MH	Middle Housing
R	Rural	MF Multi-Family
WE	Wellborn Estate	MU Mixed-Use
E	Estate	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



THE RANGE COLLEGE STATION

Case: REZ2025-000003 **REZONING**
Page 230 of 230

NOTIFICATIONS

Advertised Commission Hearing Date: June 5, 2025
Advertised Council Hearing Dates: June 26, 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:
None

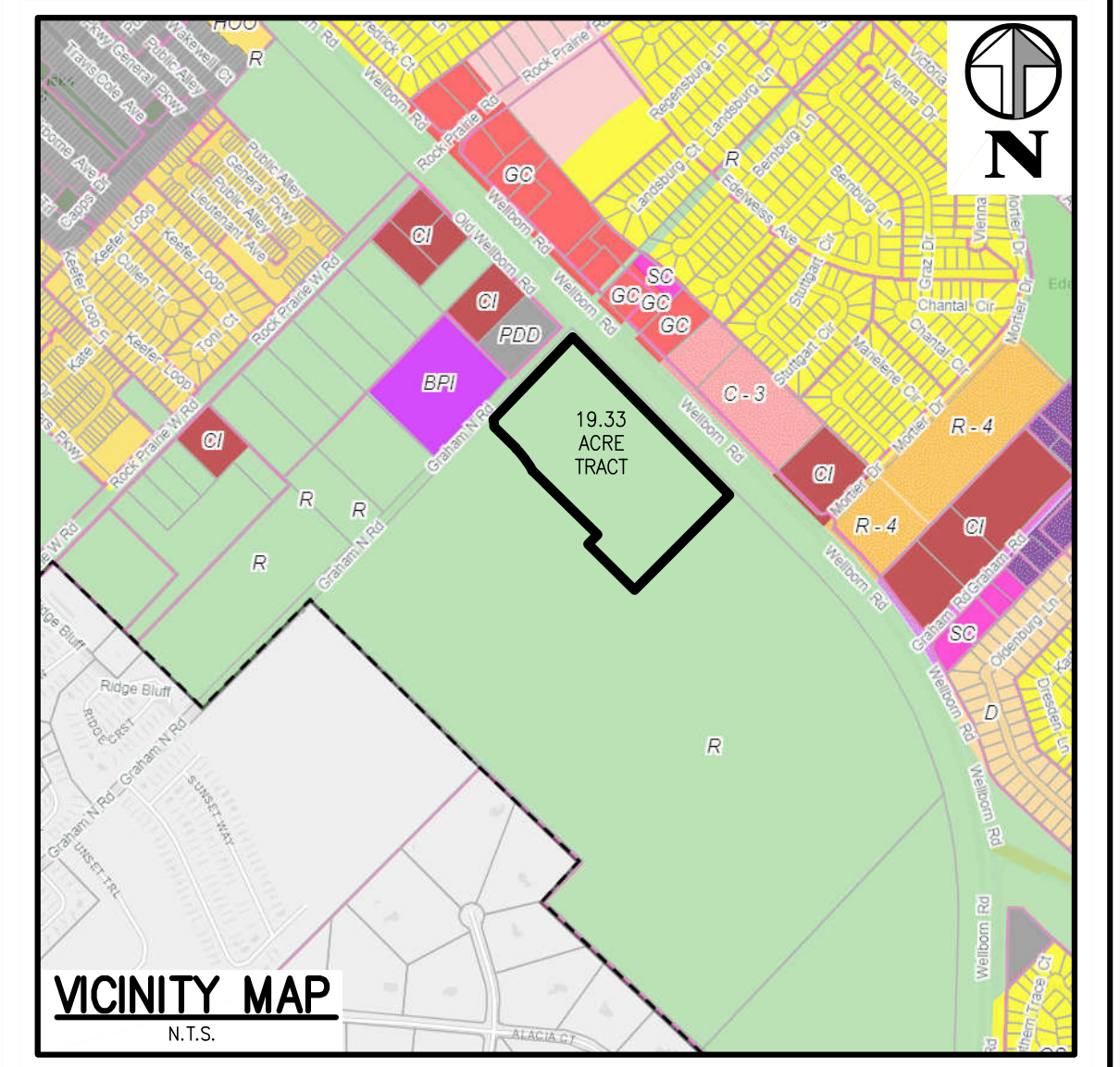
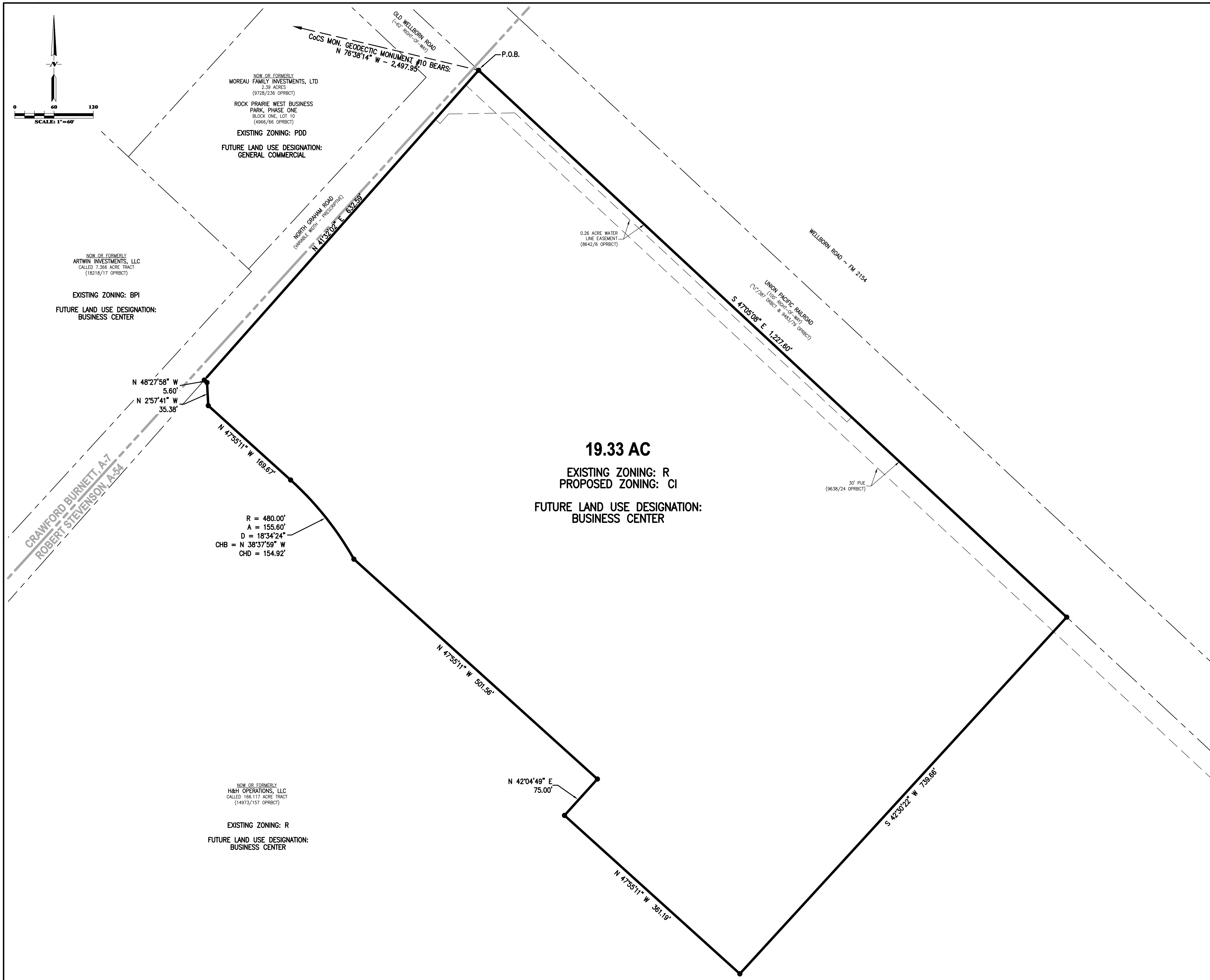
Property owner notices mailed: 6
Contacts in support: None at the time of this report
Contacts in opposition: 1 – concerns regarding drainage and lighting
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Commercial, Right of Way, Railroad	PDD Planned Development District	Graham Rd N (local street)
South	Business Center	R Rural	Undeveloped
East	Right of Way, Railroad	R Rural	Union Pacific Railroad, FM 2154 (3 - lane major arterial)
West	Business Center	R Rural, BPI Business Park Industrial	Undeveloped

DEVELOPMENT HISTORY

Annexation: 1996
Zoning: A-O Agricultural Open upon annexation
A-O Agricultural Open renamed to R Rural (2013)
Final Plat: The property is currently unplatted.
Site development: The property is currently undeveloped.



REZONING NOTES:

1. BASIS OF BEARING: BEARING SYSTEM SHOWN HEREON IS BASED ON TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00009669365921 (CALCULATED USING GEOD12B).
2. ALL CORNERS, ANGLE POINTS, AND POINTS OF CURVATURE IN R.O.W.S ARE MONUMENTED BY 1/2 INCH IRON RODS, WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING", UNLESS OTHERWISE NOTED.
3. BOUNDARY DATA SHOWN WAS SURVEYED AND PROVIDED BY KERR SURVEYING, LLC (BRYAN, TX) UNDER THE DIRECTION OF MR. MICHAEL KONETSKI, RPLS (6531).
4. THE EXISTING TRACT IS UNDEVELOPED AND VACANT AND ITS CURRENT USE IS AGRICULTURAL.
5. ZONING NAME CONVENTION:
R = RURAL
BPI = BUSINESS PARK INDUSTRIAL
PDD = PLANNED DEVELOPMENT DISTRICT
CI = COMMERCIAL INDUSTRIAL

DRAINAGE NOTES:

1. THIS TRACT LIES WITHIN FLOOD ZONE "X" UNSHADED AND DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOODPLAIN) ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL No. 48041C 0310F, REVISED DATE: 04-020214 AND PANEL No. 48041C 0325F, REVISED DATE: 05-15-2012.
2. SITE DEVELOPMENT OF THIS TRACT WILL REQUIRE DETENTION TO ADEQUATELY DISCHARGE SITE RUNOFF TO PRE-DEVELOPMENT RUNOFF RATES.

UTILITY NOTES:

1. DOMESTIC WATER SUPPLY WILL BE PROVIDED BY WELLBORN SUD. FIRE FLOW PROJECT WILL BE PROVIDED BY THE CITY OF COLLEGE STATION.
2. SITE DEVELOPMENT OF THIS TRACT WILL REQUIRE THE INSTALLATION OF AN ON-SITE SEWAGE FACILITY (OSSF) APPROVED BY THE BRAZOS COUNTY HEALTH DEPARTMENT.
3. ELECTRIC WILL BE SUPPLIED BY CSU.

REZONING EXHIBIT
FOR
19.33 ACRE TRACT
BEING A PORTION OF A CALLED 166.117 ACRE TRACT
VOLUME 14973, PAGE 157 OPRBCT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

LANDOWNER:
H&H OPERATIONS, LLC
c/o MARK HOMEYER
17189 ROCK PRAIRIE ROAD
COLLEGE STATION, TX 77845

DEVELOPER:
RANGE COLLEGE STATION, LLC
c/o TODD CARNES
2501 SHADY ROUTE LANE
BRYAN, TX 77803
PH: (979) 704-6102
EMAIL: tcarnes70@gmail.com

POST OFFICE BOX 9253
COLLEGE STATION, TX 77842
PH: (979) 219-4174
EMAIL: civil@rmengineer.com
TEXAS FIRM REGISTRATION No. F-4695

RME CONSULTING ENGINEERS
CLIENT NO. PROJECT NO.
171 - 0855

SHEET **1** OF 1

FILENAME: 0855R21A	SCALE: 1"=150'
SUBMITTED DATE: TBD	
DRAWN BY: R.A.M.	CHECKED BY:
FIELD BOOK: N/A	PAGES: N/A



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: THE RANGE COLLEGE STATION (REZ2025-000003)

Address: 2855 GRAHAM RD N

Legal Description: A005401, R STEVENSON (ICL), TRACT 29, 166.0941 ACRES

Total Acreage: 19.33

Applicant:: RME CONSULTING ENGINEERS

Property Owner: H&H OPERATIONS LLC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The desired zoning change would allow for the development of a driving range facility with an entertainment venue (including food and beverage services).

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

Yes. The proposed CI (Commercial Industrial) conforms to the current Land Use (Business Center).

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 zoning is "R" rural which would allow for the development of a driving range. However, with an entertainment venue (including food and beverage services) a zoning change is mandated.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The proposed development is a compatible fit for the existing uses adjacent and comparable to the surrounding existing developments, both existing and future, which generally adhere to the Future Land Use Designation (Business Center).

Explain the suitability of the property for uses permitted by the current zoning district.

The proposed development is a compatible fit for the existing uses adjacent and comparable to the surrounding existing developments, both existing and future, which generally adhere to the Future Land Use Designation (Business Center).

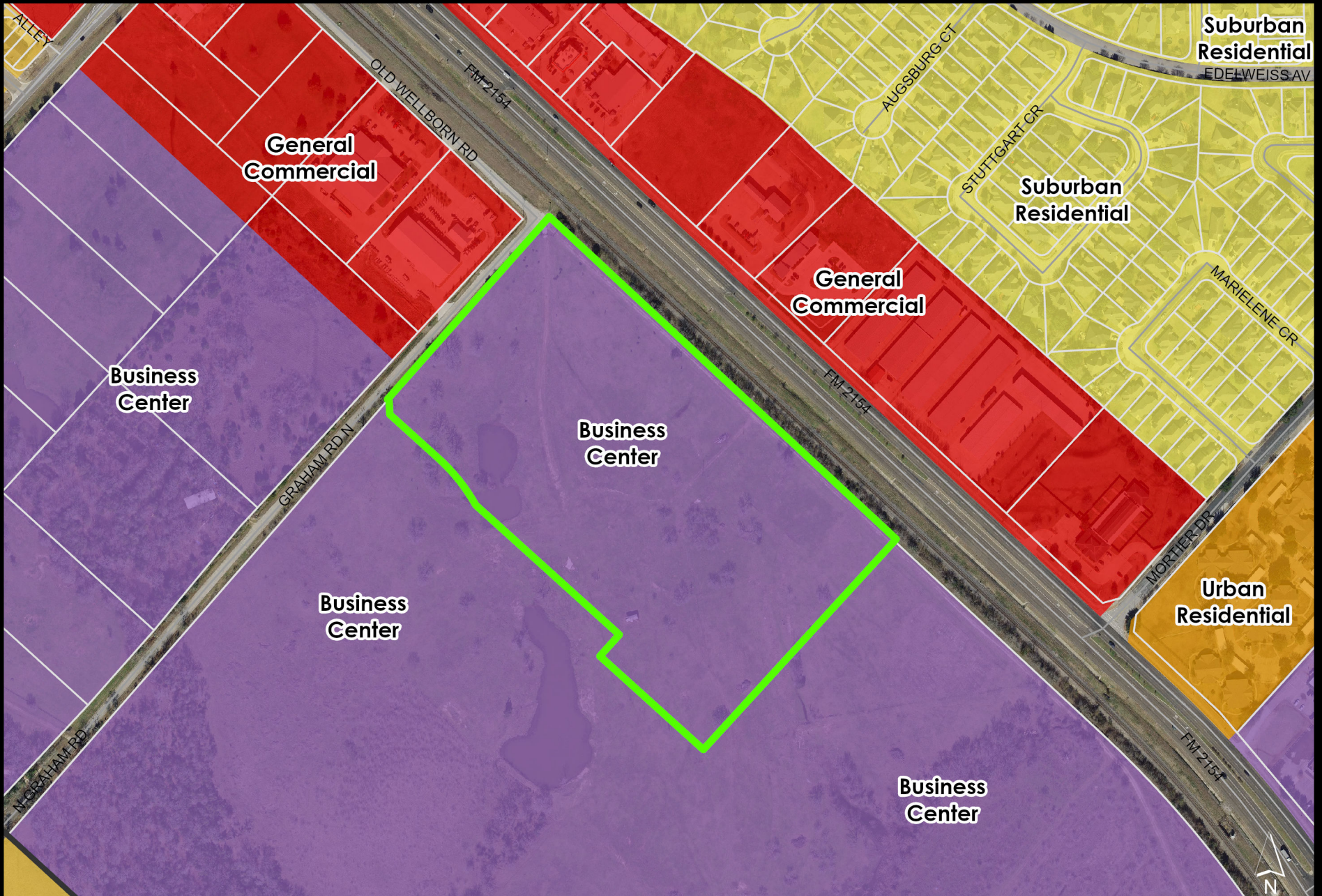
Explain the marketability of the property for uses permitted by the current zoning district.

With the current zoning "R" the property is designated with a land use that is not in adherence to the Future Land Use Designation (Business Center). Development of the property would be highly restrictive with this current zoning.

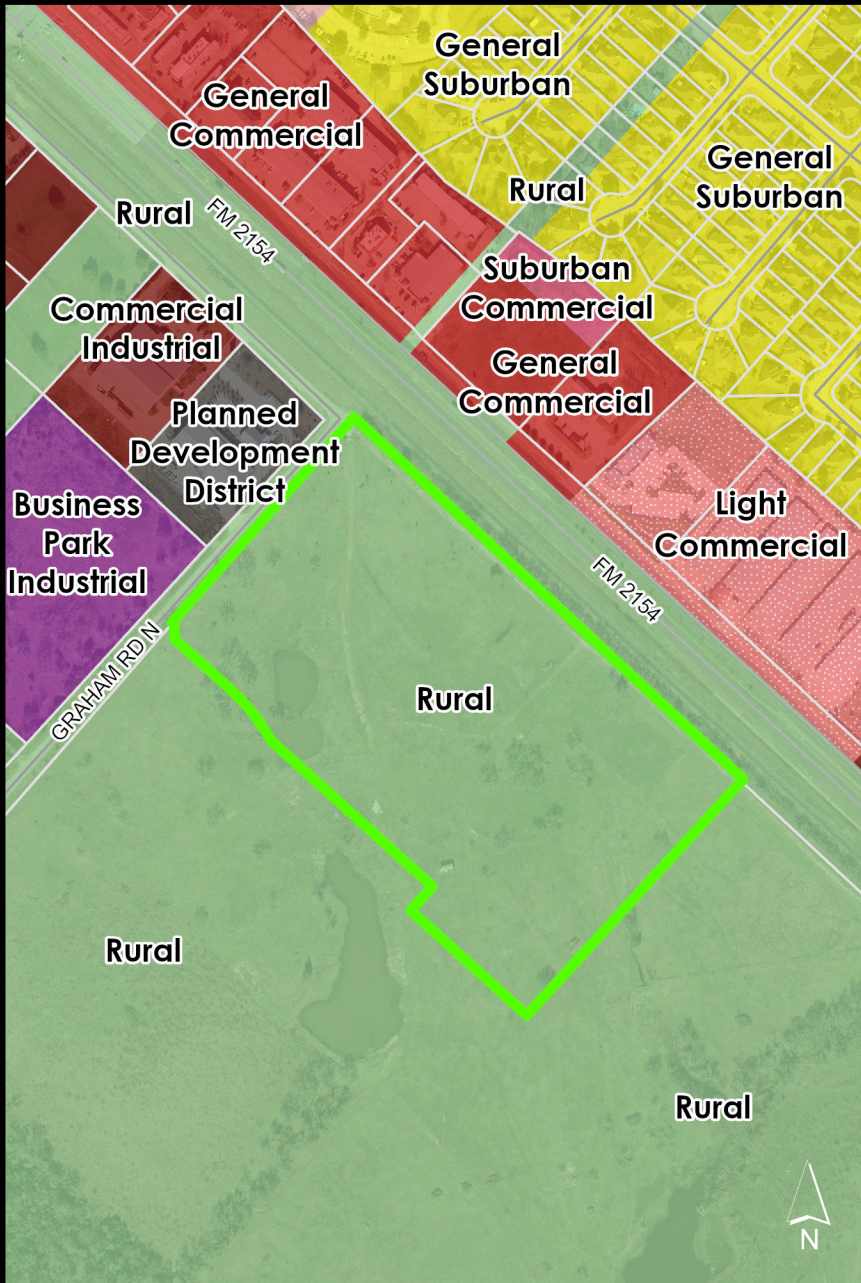
List any other reasons to support this zone change.

Development of the proposed project will incorporate a 100' wide buffer zone along a portion of its southwest boundary and all its southeast boundary.

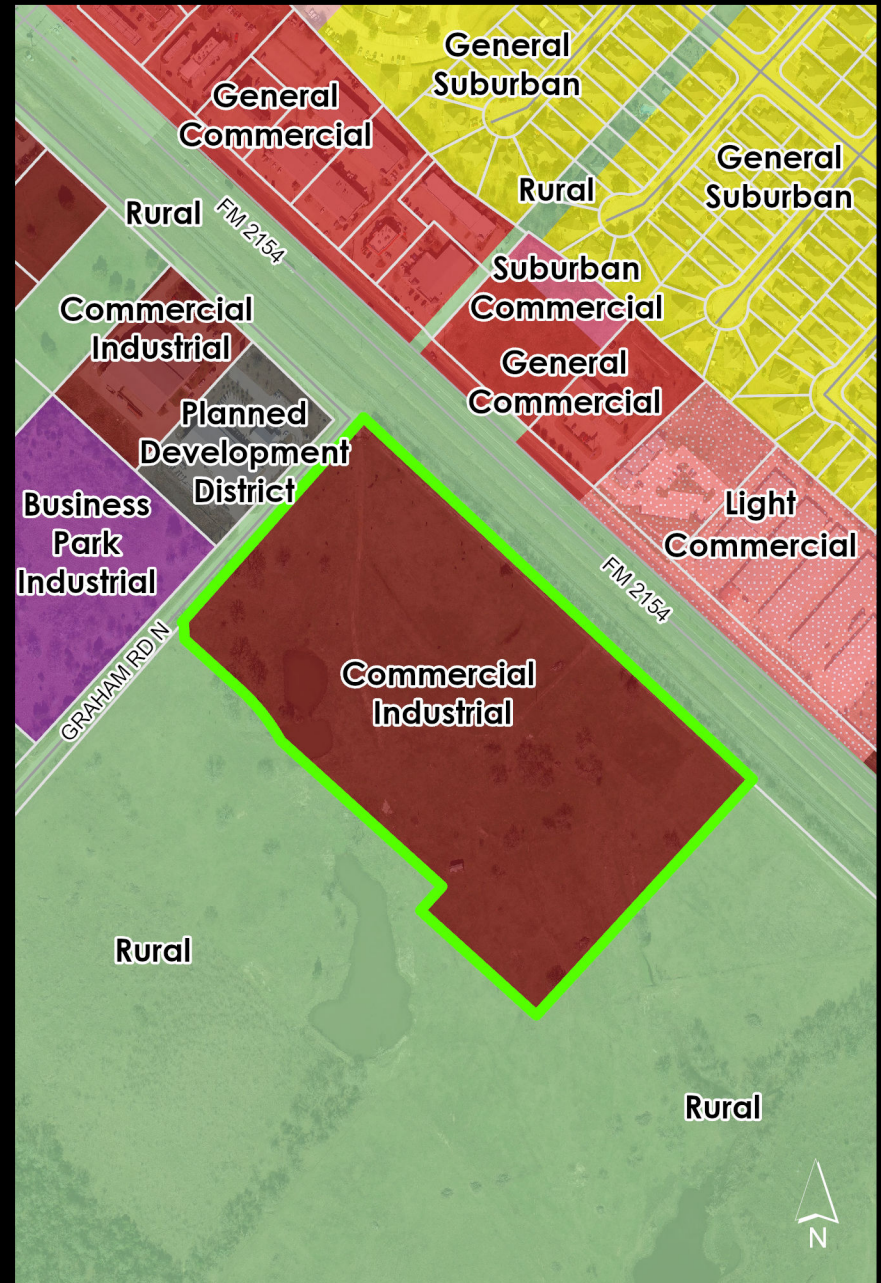
EXISTING Future Land Use



EXISTING Zoning



PROPOSED Zoning



June 26, 2025
Item No. 8.2.
Settlement Agreement - TAMUS v. BVGCD

Sponsor: Adam Falco, City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a settlement agreement regarding Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County, Texas.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff recommends approval of the settlement agreement.

Summary: The Texas A&M University System ("TAMUS") filed a lawsuit against the Brazos Valley Groundwater Conservation District ("BVGCD") and their General Manager seeking injunctive relief, claiming that certain groundwater operating permits and a transport permit issued by the BVGCD to a group of landowners were not properly issued and should be sent to the State Office of Administrative Hearings ("SOAH") for contested case hearings.

Upwell Brazos Valley Farms is developing a groundwater export project in collaboration with the other seven landowners to produce and export Simsboro groundwater in a manner consistent with the terms of the settlement agreement.

The landowners intervened in the lawsuit to defend the District's prior issuance of the above-referenced permits; and the City of College Station, the City of Bryan, and Brazos County ("Brazos County Entities") intervened in the lawsuit to support TAMUS's position.

Before the lawsuit, in June 2024, TAMUS and the Brazos County Entities filed contested case hearing requests on landowners' seven other transport applications for the project, which remain pending at SOAH.

All parties mediated their disputes and came to an agreement on resolving the disputes, pending final approval by the BVCGD board, each city's city council, and other duly authorized bodies for each of the other parties in this dispute.

The parties wish to compromise and settle the lawsuit and the SOAH proceeding, including any and all asserted claims, and all other matters at issue in the lawsuit and SOAH proceeding with approval of the settlement agreement.

Budget & Financial Summary: N/A

Attachments:

None

June 26, 2025

Item No. 9.1.

Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of June 27th thru July 10th:

June 27 - BCS Chamber Founders Night
June 30 - Council Compensation & Benefits Committee Meeting
July 1 - Zoning Board of Adjustments
July 2 - B/CS MPO Policy Board Meeting (FY 2025)
July 2 - Legislative Affairs Committee Meeting
July 2 - Housing Plan Advisory Committee Meeting
July 4 - City Offices Closed - Independence Day
July 4 - I Heart America Celebration
July 7 - Special City Council Meeting
July 7 - Historic Preservation Committee Meeting
July 8 - Parks Board Meeting
July 10 - Rock Prairie Management District No. 2
July 10 - City Council Meeting Day
July 10 - Business After Hours - Parc at Traditions

Budget & Financial Summary: None.

Attachments:

None

June 26, 2025

Item No. 10.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None