

**March 25, 2021**

**Item No. 4.7.**

**James Pkwy & Puryear Dr. Rehabilitation Design**

**Sponsor:** Emily Fisher, Assistant Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a professional services contract with Binkley & Barfield in the amount of \$646,642.50 for the Design of James Parkway and Puryear Drive Rehabilitation and Design of Mabel Clare Thomas Park Improvements and resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure
2. Improving Mobility

**Recommendation(s):** Staff recommends approval.

**Summary:** This project includes the rehabilitation of James Parkway and Puryear Drive from Francis Dr. south to Kyle Street. It includes design of concrete curb and gutter streets while protecting the existing trees in the area. Utility infrastructure will be replaced where necessary within the project limits. Drainage improvements are included along the streets and throughout the park. A phased park improvement plan for the south side of Thomas Park will also be part of this design contract with assistance from landscape architects, an arborist and public engagement consultants. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt that is projected to be issued for this project has not yet been issued. The debt for this project is scheduled to be issued later this fiscal year.

**Budget & Financial Summary:** A combined budget in the amount of \$1,366,000 is currently appropriated in the Streets and Parks Capital Improvement Projects Funds. A combined total of \$137,307 has been expended or committed to date, leaving a combined balance of \$1,228,693 for this contract and related expenditures.

**Reviewed & Approved by Legal:** No

**Attachments:**

1. James Puryear Scope and Fee 3.5.21
2. ST2003 DRR



March 1, 2021 Revised March 5, 2021

Ms. Susan Monnat, PE  
Project Manager - City of College Station  
300 Krenek Tap Road  
College Station, TX 77840

**RE: Proposal for Professional Services – James Parkway and Puryear Drive Rehabilitation Project**

Dear Susan:

Binkley & Barfield, Inc. (BBI) is pleased to submit this proposal to The City of College Station (City) for professional services in connection with the James Parkway and Puryear Drive Rehabilitation Project. We are excited that you have selected us for this assignment! It is our understanding the project scope includes rehabilitating James Parkway and Puryear Drive from Francis Drive to Kyle Avenue (approx. 3,250 LF) and conceptual park design for Thomas Park and generally includes topographic surveying, geotechnical engineering, tree services, landscape architecture, public engagement, project management, engineering design, traffic engineering, ADA registration/plan review/site inspection, construction materials testing, and bidding and construction phase services.

**A. Services to be provided by BBI:**

BBI will provide project management, engineering design, traffic engineering, public engagement, and bidding and construction phase services.

***Project Management***

BBI will provide project management services including arranging and attending meetings, production management, sub consultant management, monthly project invoicing, and QA/QC efforts for the project.

***Engineering Design***

BBI will prepare engineering design plans for the James Parkway and Puryear Drive rehabilitation project (from Francis Drive to Kyle Avenue). The plans will be prepared in accordance with the City of College Station B/CS Unified Standard Specifications. BBI will attend the project kickoff meeting and prepare meeting minutes.

The design plans will include the following tasks and deliverables:

1. General plan sheets including the Title Sheet, Project Layout/Alignment Data Sheets, General Construction Notes, and Quantity Summary Sheets. (9 sheets total)

2. Two-phase traffic control plan including Phase Overviews, Phase Detour Layouts, and Phase TCP Layouts. (14 sheets total)
3. Removal layouts including identification of existing features to be removed. (4 sheets total)
4. Roadway design including Existing and Proposed Typical Section Sheets, Roadway Plan and Profile sheets, & Intersection Layouts. (15 sheets total)
5. Roadway Contour Layouts (4 sheets total)
6. Shared Use Path Layouts (4 sheets total)
7. Storm Sewer Plan and Profile sheets, Lateral Profiles, Drainage Area Maps, and Hydrologic and Hydraulic Calculations. (13 sheets total)
8. Culvert Layouts, Drainage Area Maps, and Hydrologic and Hydraulic Calculations. (3 sheets total)
9. Waterline Plan and Profile Sheets (1,100 LF) including Lateral Layouts (4 sheets total)
10. Sanitary Sewer Plan and Profile Sheets (450 LF) including Laterals Layouts (2 sheets total)
11. Signing and Striping Layouts including proposed pavement and intersection tie-ins. (4 sheets total)
12. Storm Water Pollution Prevention Sheets (4 sheets total)
13. Tree Data Sheets (To include tree inventory summary, trees identified for removal and structural/critical root zone determination). (4 sheets total)
14. Miscellaneous detail sheets (To include driveway, roadway, and culvert end treatments) (4 sheets total)
15. Design standards (to include TCP, Roadway, Drainage, Utilities, Traffic, SW3P, and Tree Protection). (42 sheets total)
16. Opinion of probable construction costs (to be submitted with 30%, 60%, and 90% submittals).

BBI will submit design plans for City review at 30%, 60% and 90% completion and will attend meetings with City staff to discuss any comments. Final deliverables will include all electronic Microstation DGN and Adobe PDF project files.

#### *Conceptual Park Design – Civil*

Binkley & Barfield will support Design Workshop (DW) in the development of three Master Plan concepts and provide input on pedestrian improvements and stormwater management/detention. After a preferred Master Plan concept is selected, Binkley & Barfield will review the Master Plan and suggest revisions to conceptual grading, pedestrian improvements, and drainage plans and suggest locations for onsite detention if required, including the provision of related drainage calculations.

Scheduled meetings will include up to six (6) meetings with the City of College Station and / or project team. Meeting minutes for the civil engineering elements will be prepared to summarize key discussion issues.

#### ***Traffic Engineering***

Pending the conceptual parks design results and public engagement efforts, traffic data collection and analysis services may be provided, at the City's discretion, to explore and support design recommendations. The specific traffic engineering scope will be better defined, pending the conceptual design findings, but a preliminary budget is included in the scope of services should the City desire to include traffic services within the design scope.

#### ***Public Engagement***

BBI will assist in the preparation for and attendance of up to three (3) public meetings in support of CD&P's public engagement efforts as summarized in *Attachment F*.

#### ***Bidding and Construction Phase Services***

BBI will assist the City during the bidding and construction process by attending the pre-bid meeting and providing engineering support services during construction to include attending the preconstruction meeting, shop drawing review, and resolution of contractor's requests for information (RFI's), if required. A total of 26 site visits/progress meetings (bi-weekly construction meetings for 12 months + two site visits) are included in this scope and will be provided as requested by the City for review of the contractor's general conformance with the construction documents. BBI will also prepare record drawings (based on the contractor's redlines) and provide them in Microstation DGN and Adobe PDF formats.

#### **B. Services to be provided by Joe Orr (JO):**

JO will provide topographic surveying services per *Attachment A: Joe Orr Proposal for Surveying Services dated February 18, 2021*.

#### **C. Services to be provided by Terracon Consultants, Inc (TCI):**

TCI will provide geotechnical engineering and construction materials testing services per *Attachment B: Terracon Consultants, Inc. Proposal for Geotechnical Engineering Services dated*

*February 19, 2021 and Attachment C: Terracon Consultants, Inc. Proposal for Construction Materials Testing Services dated February 18, 2021.*

**D. Services to be provided by Plant People, LLC (PPL):**

PPL will provide tree services per *Attachment D: Plant People, LLC, Proposal for Tree Services dated February 25, 2021.*

**E. Services to be provided by Design Workshop (DW):**

DW will provide landscape architecture and public engagement services per *Attachment E: Design Workshop Proposal for Professional Services dated March 5, 2021.*

**F. Services to be provided by CD&P:**

CD&P will provide public engagement services per *Attachment F: CD&P Proposal for Public Engagement Services dated March 4, 2021.*

**G. Services to be provided by Eddie Hare Accessibility Specialists (EHAS):**

EHAS will provide ADA registration, plan review, and site inspection services per *Attachment G: Eddie Hare Accessibility Specialist Standard Services and Fees.*

**H. To Be Provided by the City:**

- The City will facilitate the provision of existing data (including copies of plats, utility plans, property boundary data, as-built plans, traffic studies, HEC RAS and HEC HMS drainage models, etc.) and any other available project related documentation, which would assist in the completion of the project.
- The City will review the 30%, 60%, and 90% plan submittals and will provide comments to BBI as part of the City's internal review process. BBI will respond to the City comments as part of the review process.
- The City will be primarily responsible for coordinating with private utility providers with support from BBI staff.
- The City will provide the street lighting design for inclusion in the construction drawings.
- The City will advertise and bid the project per the City's current procurement process.
- The City will provide construction inspection services.
- The City will issue public meeting press releases and notices.

**I. Schedule:**

Upon receiving the Notice to Proceed (NTP) from the City of College Station, BBI will provide 30% conceptual design plans, including the Parks Conceptual designs, for review within 120 calendar days (50 calendar days for data collection and 70 calendar days for conceptual design), 60% design plans, including the final Parks Master Plan, within 60 calendar days, 90% design plans within 45 calendar days, and 100% plans within 45 calendar days. The project will have an overall schedule of 315 calendar days, including City review and internal QA/QC.

**J. Assumptions:**

- A Preliminary Engineering Report is not required for this assignment.
- Overhead utility poles and guy wires will not require adjustment.
- The following services are not included in the scope of services:
  - Electrical and fiber optic duct bank design
  - Storm Water Quality Management Plan
  - Cathodic Protection
  - Private Utility Design
  - Environmental services
- The existing culverts under Francis Drive and Kyle Avenue will not require replacement. However, the culvert end treatments may be replaced to accommodate the bicycle and pedestrian design.
- The City will provide existing HEC HMS and HEC RAS models and Binkley & Barfield will update the models to reflect the proposed conditions, ensure there are no adverse impacts, and provide a summary memo stating the analysis results. It is assumed approval from the City’s floodplain administrator will be sufficient and FEMA coordination and approval will not be required.

**K. Reimbursable Expenses:**

Reimbursable expenses including mileage, reproduction, and delivery services are included within Binkley & Barfield’s lump sum fee or as indicated in the sub consultant Attachments.

**L. Compensation:**

We propose to provide the specific services described above as follows:

***BBI Fees***

Project Management (Lump Sum)	\$33,845.50
Engineering Design (Lump Sum)	\$254,725.00
Conceptual Parks Design – Civil (Lump Sum)	\$23,674.00
<b>Optional</b> - Traffic Engineering (Lump Sum)	\$9,000.00

Public Engagement (Lump Sum)	\$8,000.50
Bidding and Construction Phase Services (Lump Sum)	\$27,740.00
<i>Total BBI Fee</i>	<i>\$356,985.00</i>
<b><i>Joe Orr (Baseline) Fees</i></b>	
Topographic Survey (Lump Sum)	\$60,000.00
<i>Total Joe Orr (Baseline) Fee</i>	<i>\$60,000.00</i>
<b><i>Terracon Fees</i></b>	
Geotechnical Engineering Services (Estimated NTE)	\$10,550.00
Materials Testing Services (Unit Rate)	\$44,005.00
<i>Total Terracon Fee</i>	<i>\$54,555.00</i>
<b><i>Plant People LLC Fees</i></b>	
Tree Inventory (Hourly)	\$2,980.00
Design Phase (Hourly)	\$17,400.00
Construction Phase (Hourly)	\$7,600.00
<i>Total Plant People Fee</i>	<i>\$27,980.00</i>
<b><i>Design Workshop Fees</i></b>	
Project Start-Up and Conceptual Design (Lump Sum)	\$36,500.00
Finalizing the Master Plan (Lump Sum)	\$46,200.00
<b>Optional</b> - Grant Opportunities Assessment (Lump Sum)	\$6,900.00
<i>Total Design Workshop Fee</i>	<i>\$89,600.00</i>
<b><i>CD&amp;P Fees</i></b>	
Project Management and Coordination (Lump Sum)	\$3,880.00
Community Engagement Plan (Lump Sum)	\$3,430.00
Project Materials and Outreach Tools (Lump Sum)	\$16,570.00
Stakeholder Communications (Lump Sum)	\$8,140.00
Meetings (Lump Sum)	\$20,845.00
Other Direct Expenses	\$2,657.50
<i>Total CD&amp;P Fee</i>	<i>\$55,522.50</i>
<b><i>EHAS Fees</i></b>	
ADA Registration, Plan Review, Site Inspection (Estimated NTE)	\$2,000.00
<i>Total EHAS Fee</i>	<i>\$2,000.00</i>
<b>Total Project Fee</b>	<b>\$646,642.50</b>

All Terracon work to be completed on a unit rate basis will be in accordance with **Attachment B** and **Attachment C**. Please note that our fees are based on the project being implemented based on the assumptions of this proposal with regards to its scope, without major changes or unforeseen conditions. In the event the scope of work requires additional hours to be spent



above the budgeted amount, we will discuss this with the Client prior to exceeding the budget amount stated above.

**M. Additional Services:**

We have made our best effort to prepare a thorough and complete proposal to successfully complete this project. However, there may be additional services we are not currently aware of that may be required or that the Client may desire we provide. Should such a situation occur, a separate proposal would be submitted to the Client for approval prior to our beginning the additional services.

Please call should you have any questions. Thank you again for selecting Binkley & Barfield, Inc. for this assignment and we look forward to working with the City of College Station.

Sincerely,  
**Binkley & Barfield, Inc.**  
Consulting Engineers

A handwritten signature in blue ink that reads 'Brandon Boatcallie'.

Brandon M. Boatcallie, P.E.  
Project Manager



**Attachment A**  
Joe Orr Proposal for Surveying Services

February 18, 2021

Greg Lanting, PE  
Binkley & Barfield – Brazos Valley Region  
1701 Southwest Pkwy, Suite 111  
College Station, Texas 77840

**Re: Fee Proposal for Professional Services  
Topographic Survey – Thomas Park area in College Station, Texas**

Baseline-Joe Orr (JO) appreciates the opportunity to provide this Scope and Fee Proposal for surveying services to Binkley & Barfield (Client), the prime contractor on this City of College Station (City) project, for the street reconstruction and utility improvements in the area generally bounded by Francis Ave., James Pkwy., Kyle Ave. and Puryear Dr. and including the sections of Thomas Park southeast of Francis Ave. in College Station, Texas (Project Site).

**Survey Scope:**

JO will perform the following survey-related scope items:

Right-of-Entry

Coordinate with Client and contracted arborist to notify and seek landowner and resident permission in private properties where on-the-ground access is needed, prior to beginning any work on fenced private property.

Survey Control

Install accurate horizontal and vertical survey control, referenced to City GPS control monuments and datums (NAD83 / NAVD88).

8-1-1 / City Coordination

Request 8-1-1 utility locations and coordinate with the City to have necessary utility marks, probes and/or potholes. Locate the utility marks as well as all additional above-ground features discovered (valves, poles, manholes, etc.).

Topographic Survey

Perform a comprehensive Topographic Survey of the Project Site including a minimum of 10 feet beyond the right-of-way lines opposite Thomas Park, plus adjoining, existing public easements, where private owner permission is not declined. Also, requested utility features outside of the Project Site will be located where necessary and requested. All pertinent surface features, sufficient elevation points, fences, walls, visible and marked utility features and lines, and trees identified by arborist. Tree canopy edge points on ID'd trees will also be located. Depths in sanitary and storm sewer manholes and accessible drain pipes and structures will be obtained.

Records Research

Gather existing easement documents, plats, deeds, utility plans, GIS files and various maps in the Project Site. Plot these in CAD and best-fit them together and to the surveyed points. Comprehensive title research is not included in this scope, nor are right-of-way parcel or easement surveys. Any record data provided from the Client and City will be 'best-fitted'.

Existing Right-of-Way and Easements

Find and locate property corners, R.O.W. points and physical features needed to fit existing plats, deeds, known easements into the topographic survey drawing. This step should obtain a close approximate fit of the property lines but will not be considered a Boundary Survey of the adjoining properties. If more accurate line determination is needed, it may require survey services outside of the scope of this proposal. This can be discussed when better property line determination in specific locations of the Project Site are identified.

Topo CAD Files with surface model

Create 3d CAD file(s) w/ digital surface model (TIN) of the comprehensive surveying work with most recent aerial imagery fitted as background.

**Deliverables:**

JO will create and maintain the CAD files in AutoCAD Civil 3d software, but .dgn and .xml output files will also be generated as deliverables. A digital surface model with 'spot' elevation points, breaklines and contours will be included. Survey control points will be identified with coordinates and elevations referenced to City GPS control monuments and current datums (NAD83/NAVD88).

**Compensation:**

The lump sum total fee for the above scope of work will be **\$ 60,000**. Sales tax is not collected on topographic surveying. As the job progresses, monthly invoices for the percentage of work completed will be invoiced to the Client.


**Client Provided Services:**

The Client shall provide Joe Orr the following, if necessary for completion of survey:

- A signed copy of this proposal or other contract including the agreed scope and fees.
- Any documentation available, such as existing utility plans and maps, which will aid Joe Orr in completing the Scope of Services.

Any questions, comments or concerns shall be directed to Henry Mayo, RPLS at (979) 693-2777, (979) 777-1426 (cell), or by email at hmayo@baselinesurveyors.net.

Sincerely,

  
 \_\_\_\_\_  
 Henry P Mayo, RPLS

Accepted,

\_\_\_\_\_  
 Client / Date

**Attachment B**

Terracon Consultants, Inc. Proposal for Geotechnical  
Engineering Services

February 19, 2021



Binkley & Barfield  
1710 Seamist Drive  
Houston, Texas 77008

Attn: Mr. Greg Lanting, P.E.  
P: 979.703.1809  
E: GLanting@BinkleyBarfield.com

Re: Proposal for Geotechnical Engineering Services  
James Parkway and Puryear Drive Reconstruction  
James Parkway & Puryear Drive  
College Station, Texas  
Terracon Proposal No. PA1215020

Dear Mr. Lanting:

We appreciate the opportunity to submit this proposal to Binkley & Barfield to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data

Our base fee to perform the Scope of Services described in this proposal is \$10,050. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,  
**Terracon Consultants, Inc.**

Joseph D. Hill, P.E.  
Office Manager / Senior Associate

Alton G. Rogers, P.E.  
Senior Engineer / Senior Associate

Terracon Consultants, Inc. 6198 Imperial Loop College Station, Texas 77845  
P [979] 846 3767 F [979] 846 7604 terracon.com

**AGREEMENT FOR SERVICES**

This **AGREEMENT** is between Binkley & Barfield ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the James Parkway - Puryear Drive Reconstruction project ("Project"), as described in Consultant's Proposal dated 02/19/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**  
By: \_\_\_\_\_ Date: **2/19/2021**  
Name/Title: **Joseph D. Hill, P.E. / Office Manager**  
Address: **6198 Imperial Loop**  
**College Station, TX 77845-5765**  
Phone: **(979) 846-3767** Fax: **(979) 846-7604**  
Email: **Joe.Hill@terracon.com**

Client: **Binkley & Barfield**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **Greg Lanting**  
Address: **1710 Seamist Dr**  
**Houston, TX 77008-3119**  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: **glanting@binkleybarfield.com**

## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Binkley & Barfield and the expected subsurface conditions as described below. We have not recently visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

### Site Location and Anticipated Conditions

Item	Description
<b>Parcel Information</b>	The project is located along James Parkway and Puryear Drive between their intersections with Kyle Avenue and Francis Drive in College Station, Texas. 30.624588° N, 96.322855° W (approximate) (See Exhibit D)
<b>Existing Improvements<sup>1</sup></b>	Existing roadways and utilities along the existing alignments. Thomas Park is located between the two alignments.
<b>Current Ground Cover<sup>1</sup></b>	Asphaltic roadway surface with primarily open flow ditches, some portions of the alignment have curb and gutter along the roadway edges.
<b>Existing Topography<sup>1</sup></b>	Relatively level
<b>Site Access</b>	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment. Traffic control will be required for our field operations.
<b>Expected Subsurface Conditions</b>	Our experience near the vicinity of the proposed development or geologic maps indicates subsurface conditions consist of fat and lean clay with varying amounts of sand.

<sup>1</sup> From Google Earth Imagery

### Planned Construction

Item	Description
<b>Information Provided</b>	Information was provided by Mr. Greg Lanting via email on February 11, 2021.
<b>Project Description</b>	The project consists of the proposed reconstruction of James Parkway and Puryear Drive between their intersections with Kyle Avenue and Francis Drive in College Station, Texas. The section of James Parkway that is planned to be reconstructed is about 1,600 feet in length. The section of Puryear Drive that is planned to be reconstructed is about 1,700 feet in length.



**Proposal for Geotechnical Engineering Services**

James Parkway and Puryear Drive Reconstruction ■ College Station, Texas

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Item	Description
<b>Pavements</b>	We understand that rigid (concrete) pavement sections are to be considered. We anticipate an Average Annual Daily Traffic (AADT) value of 4,500 vehicles per day. The pavement design period is 20 years.

## EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) <sup>1</sup>	Planned Location
4	10 or auger refusal	Along James Parkway alignment
5	10 or auger refusal	Along Puryear Drive alignment

1. Below ground surface.

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

**Subsurface Exploration Procedures:** We will advance soil borings with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Five samples will be obtained in the upper 10 feet of each boring. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

**Property Disturbance:** We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

## Proposal for Geotechnical Engineering Services

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### Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Texas 811. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

**Site Access and Safety:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

### Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- Laboratory Determination of Density (Unit Weight) of Soil Specimens

## Proposal for Geotechnical Engineering Services

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- Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- Determining the Amount of Materials Finer than No. 200 Sieve in Soils by Washing
- Particle-Size Analysis of Soils
- Unconfined Compressive Strength of Cohesive Soil
- Soluble sulfates

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

### Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

## Proposal for Geotechnical Engineering Services

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- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended pavement options and design parameters

### Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

**Perform Environmental Assessments:** Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration	\$4,150
Laboratory Testing	\$2,200
Geotechnical Consulting & Reporting	\$1,200
Traffic Control (1 day at a rate of \$2,500/day)	\$2,500
<b>Total</b>	<b>\$10,050</b>

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service <sup>1</sup>	Cost + 15%	
Plans and Specifications Review	\$500	
Construction Materials Testing Services	TBD	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

### Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission

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to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

<b>GeoReport® Delivery</b>	<b>Posting Date from Notice to Proceed <sup>1, 2</sup></b>
Project Planning	2 working days
Site Characterization	15 working days
Geotechnical Engineering	25 working days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.



**EXHIBIT D – SITE LOCATION PLAN**

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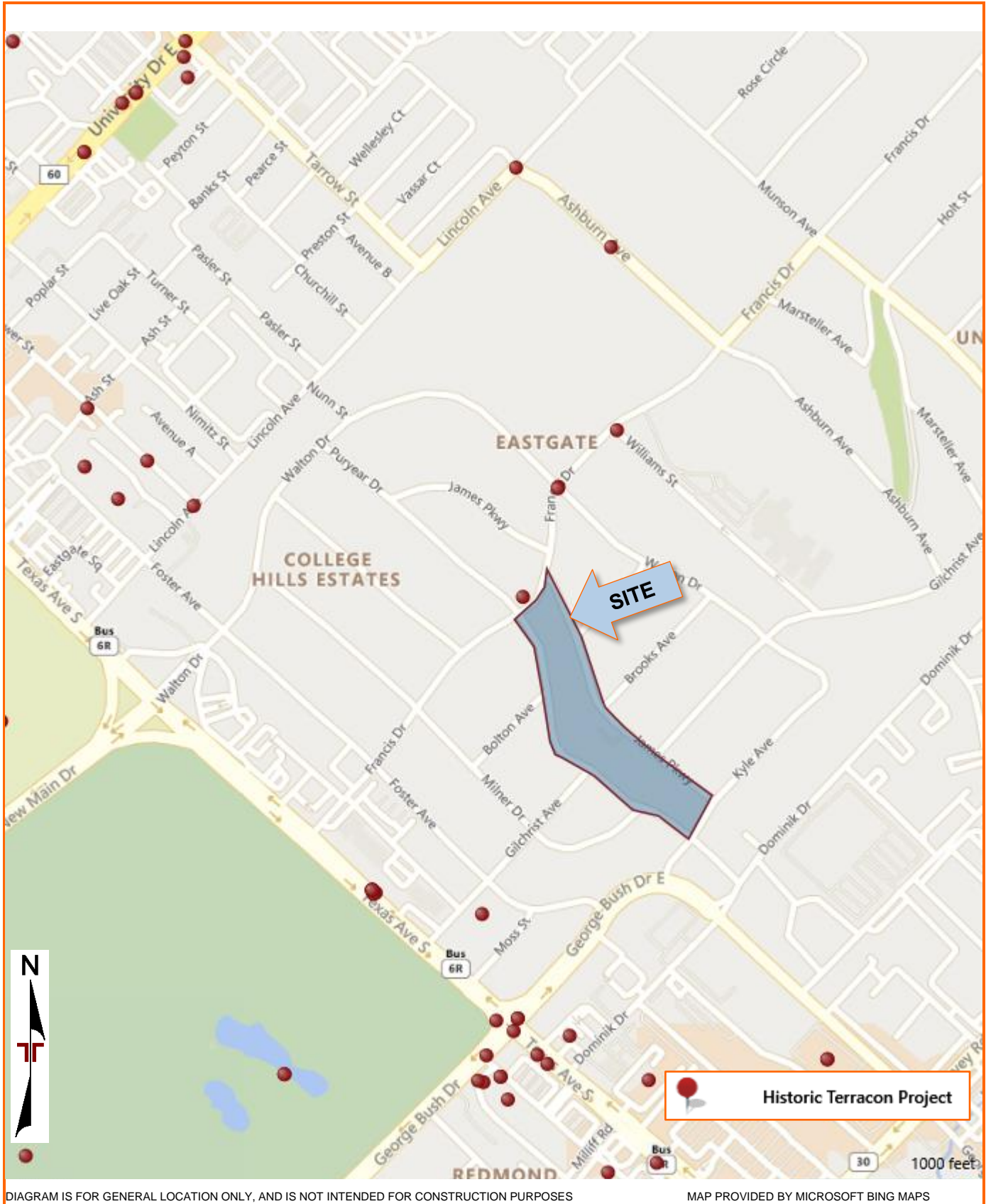


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



**Attachment C**

Terracon Consultants, Inc. Proposal for Construction Materials  
Testing Services

## SCOPE OF SERVICES

**Field Services** Terracon's approach to providing materials engineering services is to assign qualified engineering technicians, directed by Professional Engineers licensed in the state of Texas, to perform the requested testing and observations for your project. The technicians assigned to the project will be qualified and equipped to perform the following field services:

### Earthwork Observation and Testing

- a) Sample sidewalk subgrade and utility trench backfill and chemically stabilized paving subgrade material. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Percent Passing the No. 200 Sieve for classification in accordance with USCS. Recommended one test per 500 cubic yards (or 10,000 square feet) for every one foot of fill. Prepare and test soil samples for moisture-density relationship in accordance with ASTM D698 (or applicable procedure).
- b) Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory.
- c) Perform stabilization evaluation of subgrade soil for proposed chemically treated paving subgrade.
- d) Perform field gradation tests of chemically stabilized subgrade at a frequency of 1 test per 200 linear feet.
- e) Observe proof rolling operations of the paving subgrade, and perform density tests of the sidewalk subgrade, utility trench backfill and chemically stabilized paving subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials at a frequency of 1 test per 200 linear feet.
- f) Upon meeting compaction and moisture requirements, perform depth checks of chemically stabilized subgrade at a frequency of 1 test per 200 linear feet.
- g) Provide additional testing upon written request and approval by the Client.

### Cast-in-Place Concrete Observations and Testing

- a) Sample and test the fresh concrete for each mix. Perform tests including slump, air content, unit weight, concrete temperature, and cast test specimens (ASTM C31, C138, C143, C172, C173, and C1064).
- b) Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for paving and sidewalk concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
- c) Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, one cylinder will be tested at 7 days, two cylinders will be tested at 28 days and one cylinder will be marked for a 56-day HOLD. When 4" x 8" cylinders are prepared, one cylinder will be tested at 7 days, three cylinders will be tested at 28 days and one cylinder will be marked for a 56-day HOLD.



## **Proposal for Construction Materials Testing Services**

James Parkway and Puryear Drive Reconstruction ■ College Station, Texas  
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### **Project Management/ Administration**

A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will monitor the project budget and will oversee the preparation of the final letter and daily reports.

### **Final Letter**

Upon completion of our services, a final letter will be prepared. The letter will list services we performed and if our results and/or observation were in compliance. A copy of our test reports will be available with the final letter if requested.

### **Scheduling Retests**

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

### **Additional Services**

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.



Service	Quantity	Unit	Unit Rate	Estimate
<b>PURYEAR DRIVE PACKAGE</b>				
<b>EARTHWORK</b>				<i>General Fill, Trenches, Utilities</i>
<b>Estimate: 1,700 LF @ 4' depth of compacted backfill (total lifts: 4)</b>				
<b>Estimate: 1 nuclear density test every 200 LF of backfill @ every 1' depth</b>				
<b>Estimate: (12) 3-hour days for density testing</b>				
<b>Estimate: (5) 1-hour trips for sample pickup</b>				
Engineering Technician Level I	5	hour	\$ 50.00	\$ 250.00
NICET/Senior Engineering Technician	36	hour	\$ 60.00	\$ 2,160.00
Vehicle Charge	17	day	\$ 25.00	\$ 425.00
Nuclear Density Gauge Fee	12	day	\$ 75.00	\$ 900.00
Standard Proctor (ASTM D-698) (4" mold)	5	each	\$ 150.00	\$ 750.00
Compressive Strength Points - Cement Stabilized Sand	5	each	\$ 300.00	\$ 1,500.00
Percent Passing the No. 200 Sieve	5	each	\$ 30.00	\$ 150.00
Atterberg Limit	5	each	\$ 55.00	\$ 275.00
			<b>Sub-total</b>	<b>\$ 6,410.00</b>
<b>PROOF ROLLING</b>				
<b>Estimate: (4) 3-hour days for proof rolling</b>				
NICET/Senior Engineering Technician	12	hour	\$ 60.00	\$ 720.00
Vehicle Charge	4	day	\$ 25.00	\$ 100.00
			<b>Sub-total</b>	<b>\$ 820.00</b>
<b>SUBGRADE</b>				<i>Lime-Treated Fill</i>
<b>Estimate: 1,700 LF @ 8" depth of lime treated fill (total lifts: 1)</b>				
<b>Estimate: 1 test every 5,000 SF of fill</b>				
<b>Estimate: (3) 3-hour days for density testing and depth checks</b>				
<b>Estimate: (3) 3-hour trips for gradations/sample pickup</b>				
NICET/Senior Engineering Technician	18	hour	\$ 60.00	\$ 1,080.00
Vehicle Charge	6	day	\$ 25.00	\$ 150.00
Nuclear Density Gauge Fee	3	day	\$ 75.00	\$ 225.00
Lime Series	2	each	\$ 150.00	\$ 300.00
Field Gradations	9	each	\$ 25.00	\$ 225.00
Lime Treated Subgrade Depth Checks	9	each	\$ 25.00	\$ 225.00
Standard Proctor (ASTM D-698) (4" mold)	5	each	\$ 150.00	\$ 750.00
Atterberg Limit	9	each	\$ 55.00	\$ 495.00
pH Tests	9	each	\$ 30.00	\$ 270.00
			<b>Sub-total</b>	<b>\$ 3,720.00</b>
<b>CAST-IN-PLACE CONCRETE TESTING</b>				<i>Paving</i>
<b>Estimate: 1,000 CY of concrete @ 5 pours</b>				
<b>Estimate: 1 set of 5 cylinders per 50 CY</b>				
<b>Estimate: (5) 5-hour days for concrete testing</b>				
<b>Estimate: (5) 1-hour trips for sample pickup</b>				
Engineering Technician Level I	30	hour	\$ 50.00	\$ 1,500.00
Vehicle Charge	10	day	\$ 25.00	\$ 250.00
Compressive Strength (Includes Temp, Slump, Air, and UW)	20	per set	\$ 60.00	\$ 1,200.00
			<b>Sub-total</b>	<b>\$ 2,950.00</b>



Service	Quantity	Unit	Unit Rate	Estimate
<b>PURYEAR DRIVE PACKAGE (Continued)</b>				
<b>CAST-IN-PLACE CONCRETE TESTING</b>				<i>Drainage Structures</i>
<i>Estimate: 1 set of 5 cylinders per 50 CY</i>				
<i>Estimate: (5) 3-hour days for concrete testing</i>				
<i>Estimate: (5) 1-hour trips for sample pickup</i>				
Engineering Technician Level I	20	hour	\$ 50.00	\$ 1,000.00
Vehicle Charge	10	day	\$ 25.00	\$ 250.00
Compressive Strength (Includes Temp, Slump, Air, and UW)	5	per set	\$ 60.00	\$ 300.00
			<b>Sub-total</b>	<b>\$ 1,550.00</b>
<b>PROJECT MANAGEMENT</b>				
Project Manager	15	hour	\$ 125.00	\$ 1,875.00
Vehicle Charge	1	day	\$ 25.00	\$ 25.00
			<b>Sub-total</b>	<b>\$ 1,900.00</b>
<b>Puryear Drive Package Total:</b>				<b>\$ 17,350.00</b>



Service	Quantity	Unit	Unit Rate	Estimate
<b>JAMES PARKWAY PACKAGE</b>				
<b>EARTHWORK</b>				<i>General Fill, Trenches, Utilities</i>
<b>Estimate: 1,600 LF @ 4' depth of compacted backfill (total lifts: 4)</b>				
<b>Estimate: 1 nuclear density test every 200 LF of backfill @ every 1' depth</b>				
<b>Estimate: (12) 3-hour days for density testing</b>				
<b>Estimate: (4) 1-hour trips for sample pickup</b>				
Engineering Technician Level I	4	hour	\$ 50.00	\$ 200.00
NICET/Senior Engineering Technician	36	hour	\$ 60.00	\$ 2,160.00
Vehicle Charge	16	day	\$ 25.00	\$ 400.00
Nuclear Density Gauge Fee	12	day	\$ 75.00	\$ 900.00
Standard Proctor (ASTM D-698) (4" mold)	4	each	\$ 150.00	\$ 600.00
Compressive Strength Points - Cement Stabilized Sand	4	each	\$ 300.00	\$ 1,200.00
Percent Passing the No. 200 Sieve	4	each	\$ 30.00	\$ 120.00
Atterberg Limit	4	each	\$ 55.00	\$ 220.00
			<b>Sub-total</b>	<b>\$ 5,800.00</b>
<b>PROOF ROLLING</b>				
<b>Estimate: (4) 3-hour days for proof rolling</b>				
NICET/Senior Engineering Technician	12	hour	\$ 60.00	\$ 720.00
Vehicle Charge	4	day	\$ 25.00	\$ 100.00
			<b>Sub-total</b>	<b>\$ 820.00</b>
<b>SUBGRADE</b>				<i>Lime-Treated Fill</i>
<b>Estimate: 1,600 LF @ 8" depth of lime treated fill (total lifts: 1)</b>				
<b>Estimate: 1 test every 5,000 SF of fill</b>				
<b>Estimate: (3) 3-hour days for density testing and depth checks</b>				
<b>Estimate: (3) 3-hour trips for gradations/sample pickup</b>				
NICET/Senior Engineering Technician	18	hour	\$ 60.00	\$ 1,080.00
Vehicle Charge	6	day	\$ 25.00	\$ 150.00
Nuclear Density Gauge Fee	3	day	\$ 75.00	\$ 225.00
Lime Series	2	each	\$ 150.00	\$ 300.00
Field Gradations	8	each	\$ 25.00	\$ 200.00
Lime Treated Subgrade Depth Checks	8	each	\$ 25.00	\$ 200.00
Standard Proctor (ASTM D-698) (4" mold)	4	each	\$ 150.00	\$ 600.00
Atterberg Limit	8	each	\$ 55.00	\$ 440.00
pH Tests	8	each	\$ 30.00	\$ 240.00
			<b>Sub-total</b>	<b>\$ 3,435.00</b>
<b>CAST-IN-PLACE CONCRETE TESTING</b>				<i>Paving</i>
<b>Estimate: 900 CY of concrete @ 5 pours</b>				
<b>Estimate: 1 set of 5 cylinders per 50 CY</b>				
<b>Estimate: (5) 5-hour days for concrete testing</b>				
<b>Estimate: (5) 1-hour trips for sample pickup</b>				
Engineering Technician Level I	30	hour	\$ 50.00	\$ 1,500.00
Vehicle Charge	10	day	\$ 25.00	\$ 250.00
Compressive Strength (Includes Temp, Slump, Air, and UW)	18	per set	\$ 60.00	\$ 1,080.00
			<b>Sub-total</b>	<b>\$ 2,830.00</b>



Service	Quantity	Unit	Unit Rate	Estimate
<b>JAMES PARKWAY PACKAGE (Continued)</b>				
<b>CAST-IN-PLACE CONCRETE TESTING</b>				<i>Drainage Structures</i>
<i>Estimate: 1 set of 5 cylinders per 50 CY</i>				
<i>Estimate: (5) 3-hour days for concrete testing</i>				
<i>Estimate: (5) 1-hour trips for sample pickup</i>				
Engineering Technician Level I	20	hour	\$ 50.00	\$ 1,000.00
Vehicle Charge	10	day	\$ 25.00	\$ 250.00
Compressive Strength (Includes Temp, Slump, Air, and UW)	5	per set	\$ 60.00	\$ 300.00
			<b>Sub-total</b>	<b>\$ 1,550.00</b>
<b>PROJECT MANAGEMENT</b>				
Project Manager	12	hour	\$ 125.00	\$ 1,500.00
			<b>Sub-total</b>	<b>\$ 1,500.00</b>
<b>James Parkway Package Total:</b>				<b>\$ 15,935.00</b>



Service	Quantity	Unit	Unit Rate	Estimate
<b>PARK MISC PACKAGE</b>				
<b>EARTHWORK</b>			<i>General Fill, Trenches, Utilities</i>	
<b>Estimate: 1,100 LF of 8" waterline @ 4' depth of compacted backfill (total lifts: 4)</b>				
<b>Estimate: 450 LF of 6" sewer line @ 4' depth of compacted backfill (total lifts: 4)</b>				
<b>Estimate: 1 nuclear density test every 200 LF of backfill @ every 1' depth</b>				
<b>Estimate: (8) 3-hour days for density testing</b>				
<b>Estimate: (2) 1-hour trips for sample pickup</b>				
Engineering Technician Level I	2	hour	\$ 50.00	\$ 100.00
NICET/Senior Engineering Technician	24	hour	\$ 60.00	\$ 1,440.00
Vehicle Charge	10	day	\$ 25.00	\$ 250.00
Nuclear Density Gauge Fee	8	day	\$ 75.00	\$ 600.00
Standard Proctor (ASTM D-698) (4" mold)	2	each	\$ 150.00	\$ 300.00
Percent Passing the No. 200 Sieve	2	each	\$ 30.00	\$ 60.00
Atterberg Limit	2	each	\$ 55.00	\$ 110.00
			<b>Sub-total</b>	<b>\$ 2,860.00</b>
<b>SUBGRADE</b>			<i>Sidewalk Subgrade</i>	
<b>Estimate: 3,300 LF @ 6" depth of lime treated fill (total lifts: 1)</b>				
<b>Estimate: 1 test every 200 LF of fill</b>				
<b>Estimate: (4) 3-hour days for density testing and depth checks</b>				
<b>Estimate: (2) 1-hour trips for gradations/sample pickup</b>				
NICET/Senior Engineering Technician	14	hour	\$ 60.00	\$ 840.00
Vehicle Charge	6	day	\$ 25.00	\$ 150.00
Nuclear Density Gauge Fee	4	day	\$ 75.00	\$ 300.00
Standard Proctor (ASTM D-698) (4" mold)	2	each	\$ 150.00	\$ 300.00
Percent Passing the No. 200 Sieve	2	each	\$ 30.00	\$ 60.00
Atterberg Limit	2	each	\$ 55.00	\$ 110.00
			<b>Sub-total</b>	<b>\$ 1,760.00</b>
<b>CAST-IN-PLACE CONCRETE TESTING</b>			<i>Sidewalk</i>	
<b>Estimate: 500 CY of concrete @ 5 pours</b>				
<b>Estimate: 1 set of 5 cylinders per 50 CY</b>				
<b>Estimate: (10) 3-hour days for concrete testing</b>				
<b>Estimate: (10) 1-hour trips for sample pickup</b>				
Engineering Technician Level I	80	hour	\$ 50.00	\$ 4,000.00
Vehicle Charge	20	day	\$ 25.00	\$ 500.00
Compressive Strength (Includes Temp, Slump, Air, and UW)	10	per set	\$ 60.00	\$ 600.00
			<b>Sub-total</b>	<b>\$ 5,100.00</b>
<b>PROJECT MANAGEMENT</b>				
Project Manager	8	hour	\$ 125.00	\$ 1,000.00
			<b>Sub-total</b>	<b>\$ 1,000.00</b>
<b>Park Misc Package Total:</b>				<b>\$ 10,720.00</b>
<b>Puryear Drive Package Total:</b>				<b>\$ 17,350.00</b>
<b>James Parkway Package Total:</b>				<b>\$ 15,935.00</b>
<b>Park Misc Package Total:</b>				<b>\$ 10,720.00</b>
<b>Project Total:</b>				<b>\$ 44,005.00</b>



**Attachment D**

Plant People LLC, Proposal for Tree Services

# Thomas Park Project

**PREPARED FOR:**

Binkley & Barfield Consulting Engineers  
1701 Southwest Parkway, Suite 111  
College Station, TX 77840  
Phone: 979-703-1809

**February 25, 2021**

**PREPARED BY:**

Jeffrey N. Lehde, M.S., BCMA  
ISA Board-Certified Master Arborist #TX-1113B  
Plant People, LLC  
P.O. Box 30  
Wellborn, TX 77881  
(Off.) 979-224-3916



# PLANT PEOPLE, LLC

P.O. Box 30 Wellborn, TX 77881 – Office 979.224.3916

## Summary of Proposals

Client:	Binkley & Barfield	Date:	Feb. 25, 2021
Mailing Address:	1701 Southwest Parkway, Suite 111 College Station, TX 77840	Arborist:	Jeff Lehde
Contact #:	Brandon Boatcallie (979) 703-1809	License #:	TX1113B
		BMB@binkleybarfield.com	

Work Location: Thomas Park, College Station, TX

### Proposal Summary

<b>Tree Inventory</b>	<b>\$ 2,980.00</b>
<b>Design Phase</b>	<b>\$ 17,400.00</b>
<b>Construction Phase</b>	<b>\$ 7,600.00</b>
	<b>Total \$ 27,980.00*</b>

\_\_\_\_\_  
Owner's Approval

\_\_\_\_\_  
Arborist Signature

\*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days.  
All accounts are net payable upon receipt of invoice.



# PLANT PEOPLE, LLC

P.O. Box 30 Wellborn, TX 77881 – Office 979.224.3916

## Proposal

Client:	Binkley & Barfield	Date:	Feb. 25, 2021
Mailing Address:	1701 Southwest Parkway, Suite 111 College Station, TX 77840	Arborist:	Jeff Lehde
Contact #:	Brandon Boatcallie (979) 703-1809	License #:	TX1113B
		BMB@binkleybarfield.com	

Work Location: Thomas Park, College Station, TX

### Tree Inventory

Collect tree data for approximately 200 trees that may be impacted by construction. Data collection will include tree diameter, species, and other descriptive attributes to help determine tree preservation requirements. Each tree will be tagged with a unique numerical identification marker for the surveyor to locate. The tree data will be submitted electronically in spreadsheet format. It is assumed that right of entry to access trees on private property will be provided by the project owner.

\$ 2,880.00

**Option** - Custom "Thomas Park Tag" in Brass or Black Aluminum

\$ 100.00

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

**Total \$ 2,980.00\***

\_\_\_\_\_  
Owner's Approval

\_\_\_\_\_  
Arborist Signature

\*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days.  
All accounts are net payable upon receipt of invoice.



# PLANT PEOPLE, LLC

P.O. Box 30 Wellborn, TX 77881 – Office 979.224.3916

## Proposal

Client:	Binkley & Barfield	Date:	Feb. 25, 2021
Mailing Address:	1701 Southwest Parkway, Suite 111 College Station, TX 77840	Arborist:	Jeff Lehde
Contact #:	Brandon Boatcallie (979) 703-1809	License #:	TX1113B
		BMB@binkleybarfield.com	

Work Location: Thomas Park, College Station, TX

### Design Phase Work Scope

<b>Public Meetings</b> – Attend three public meetings, provide advice regarding tree impacts, and submit written recommendations to the design firm to address the tree related concerns from each meeting. (billed hourly assuming 3 meetings.)	\$ 1,800.00
<b>Preliminary Walkthrough</b> – Review initial alignment plans and attend on site meetings to discuss installation impacts and tree preservation requirements.	\$ 1,200.00
<b>30% Design Review</b> – Review tree survey and alignment plans to identify impacted trees. Make onsite inspections to confirm conflicts and provide tree protection/treatment recommendations for individual trees impacted.	\$ 9,000.00
<b>60% Project Walkthrough</b> – Attend on site meetings to discuss recommendations in 30% design review and resolve any conflicts related to tree protection recommendations.	\$2,400.00
<b>Technical Drawings &amp; Specifications</b> – Provide tree protection treatment drawings and specifications for this project. (Binkley & Barfield will format drawings for the plans).	\$ 1,600.00
<b>Budget Estimate</b> – Provide budget estimates for tree protection/treatment recommendations.	\$ 600.00
<b>Final Review</b> – Review any City comments and provide finalized tree protection measures, special specifications, and cost estimates.	\$ 800.00

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

**Total \$ 17,400.00\***

\_\_\_\_\_  
Owner's Approval

\_\_\_\_\_  
Arborist Signature

\*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days.  
All accounts are net payable upon receipt of invoice.



# PLANT PEOPLE, LLC

P.O. Box 30 Wellborn, TX 77881 – Office 979.224.3916

## Proposal

Client:	Binkley & Barfield	Date:	Feb. 25, 2021
Mailing Address:	1701 Southwest Parkway, Suite 111 College Station, TX 77840	Arborist: License #:	Jeff Lehde TX1113B
Contact #:	Brandon Boatcallie (979) 703-1809	BMB@binkleybarfield.com	

Work Location: Thomas Park, College Station, TX

### Construction Phase Work Scope

<b>Attend Pre-Bid Meeting.</b> (billed hourly assuming 2 hrs.)	\$ 400.00
<b>Attend Pre-Construction Meeting.</b> (billed hourly assuming 2 hrs.)	\$ 400.00
<b>Submittal Review</b> – Review tree protection submittals from Contractor and provide feedback to Design firm in required. (billed hourly assuming 4 hrs.)	\$ 800.00
<b>Site Consultation</b> – Meet with contractor during the construction phase monthly, or as requested to address construction conflicts with tree preservation requirements. (billed hourly assuming 20, call outs.)	\$ 6,000.00

Work not included in the scope of this proposal or required as a result of a change order will require an additional proposal.

**Total    \$ 7,600.00\***

\_\_\_\_\_  
Owner's Approval

\_\_\_\_\_  
Arborist Signature

\*Prices do not include tax. Sales tax will be added where applicable. Prices quoted are valid for thirty days.  
All accounts are net payable upon receipt of invoice.

## **Attachment E**

### Design Workshop Proposal for Professional Services

## PROJECT DESCRIPTION

Design Workshop will provide master planning services for the Binkley & Barfield, Inc. team and the City of College Station for the rehabilitation of James Parkway and Puryear Drive, from Francis Drive to Kyle Street, into a concrete curb and gutter section with storm sewer system and sidewalks and/or multi-use paths adjacent the road or within the park.

Protection of existing trees in the area is essential. The project will include some small utility adjustments and relocations for area infrastructure. Drainage improvements along the streets and throughout the park are critical for this design. Phased park improvements will also be part of this design contract. These improvements include lighting, potential parking, drinking fountains, ADA accessible paths to existing elements. Future park phasing shall include historical markers, benches, shade structures for existing amenities, disc golf course, landscaping, etc. The public will be engaged in community conversations to determine the programming and master plan level design of future phases.

## SCOPE OF SERVICES

The following narrative describes a comprehensive list of services required to prepare Master Planning, Community Engagement and Design Concepts for the property. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.

The scope of work to be performed by Design Workshop (DW) in connection with this agreement is as follows:

### TASK 1 – PROJECT START-UP AND CONCEPTUAL DESIGN (16 WEEKS)

The general objective for this task of the work is to develop a thorough understanding of the work that has been completed to date, become familiar with the site, and develop a preliminary understanding of the development program. In addition, DW will test program goals and site program against site conditions, and to explore design ideas. Based on the current program, Design Workshop will work with the planning and design team to develop a Conceptual Master Development Plan for the property

The specific tasks to be completed are as follows:

1. Review pertinent codes, current entitlements, and conditions of approval, which may impact the site development concepts.
2. Meet with the client and consultant team to review/develop project goals, design criteria and site program.
3. Obtain understanding of target site improvement budget with the client.
4. Review the geotechnical report and topographic survey.
5. Visit the site to become familiar with the site conditions such as soils, slopes, views, and context surrounding the site. Field-verify survey information, including the limits of existing improvements. This will be done on the same day as the kickoff (if in person).
6. Prepare a detailed project schedule/work plan.
7. Attend up to two (2) meetings (in addition to kickoff) with the Client and/or other consultants. It is assumed all meetings for the duration of the project will be virtual unless explicitly stated otherwise.
8. Establish program requirements and develop Design Principles to guide decision making.
9. Prepare a Site Analysis/Framework plan, summarizing major influences upon design.
10. Prepare a Conceptual Design Plan.
11. Prepare image character boards or bound booklets to convey the landscape design intent.
12. Based on the conceptual design plan, prepare an opinion of the range of probable costs. This range is an opinion only and will need to be verified by a retained cost estimation specialist or by a contractor in the bidding and negotiation process.
13. Attend up to six (6) meetings with the Client and/or other consultants to the work. Produce material for and attend one (1) public meeting. These meetings are assumed to be virtual. If in person, additional fee will be required to cover travel time.
  - a. Public Meeting 1 (“Vision and Ideas Workshop”): Present initial analysis, gain feedback on vision, goals, analysis, programming ideas and concepts.



*The following products will be prepared/delivered:*

1. *Statement of understanding of client's budget to which project will be designed.*
2. *Meeting notes and pictures from site visit.*
3. *Project schedule/work plan.*
4. *One (1) Site Analysis/Framework plan*
5. *Up to three (3) Conceptual Design Plans*
6. *Up to four (4) image character boards*
7. *Conceptual level opinion of probable site/landscape construction cost.*

## **TASK 2 – FINALIZING THE MASTER PLAN (8 WEEKS)**

The general objective for this task of work is to solidify public feedback on the park master plan options into a plan that would move forward into future implementation. Design Workshop will work with the planning and design team to formalize the concepts into a master plan, with a roadmap for implementing the plan, including timeline and costs.

The specific tasks to be completed are as follows:

1. Prepare a Master Plan, including illustrative sections and elevations.
2. Prepare image character boards or bound booklets to convey the landscape design intent.
3. Prepare up to three (3) 3D renderings showing the character of the landscape spaces.
4. Based on the master plan, prepare an opinion of the range of probable costs that will help people understand future capital costs and phasing. This range is an opinion only and will need to be verified by a retained cost estimation specialist or by a contractor in the bidding and negotiation process.
5. Attend up to four (4) meetings with the Client and/or other consultants to the work.
6. Produce material for, and attend one (1) public meeting in this Task:
  - b. Public Meeting 2 (“Implementation Workshop”): Present final master plan and gain feedback on implementation prioritization. This meeting is assumed virtual. If in person, additional fee will be required to cover travel time.

*The following products will be prepared/delivered:*

1. *One (1) Master Plan.*
2. *Up to two (2) illustrative sections/elevations*
3. *Up to three (3) 3D renderings.*
4. *Booklet that assembles the analysis, master plan concepts, final plan, opinions of probable cost and implementation steps.*

## **TASK 3 – GRANT OPPORTUNITIES ASSESSMENT (OPTIONAL)**

DW will help with a high-level grant opportunity assessment to aid in finding potential avenues of funding for future park improvements. This summary will be included as part of the final master plan document for reference in applying for grants in the future.

The specific tasks to be completed are as follows:

1. Opportunity assessment - catalog local, regional, and national grant opportunities that may apply to this work. (this matrix may include grant application deadlines, funding amounts and priorities, granting organization, timeline, and level of involvement/reporting requirements)
2. Funding Resources/Recommendations - a more in-depth description of up to 3 opportunities that seem the most viable for the project.

Any specific grants that are to be applied with DW's assistance will have a separate fee proposal submitted at the time of application.

## INITIAL INFORMATION

Client shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by client and shall not be liable for errors or omissions therein, but may rely on the accuracy of the information provided by Client. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as additional services.

In order to begin services, Design Workshop will require the following information:

1. Topographic field surveys of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, etc.
2. A copy of soils/geology reports.
3. A copy of current architectural, structural, civil engineering, plumbing and electrical engineering, paving, lighting and interiors plans and details.

## PROJECT CONDITIONS

1. Client/Client Rep. coordination may need extra time if Design Workshop has to coordinate with multiple stakeholders.
2. Owner project delivery model is assumed to be design-bid-build with single prime General Contractor. Other delivery models may affect Design Workshop fees (Design-Bid-Build, GMP, Design Build, etc.)
3. In case of water features and swimming pools at grade or over amenity decks, water feature design and engineering services are generally provided by specialty subconsultants which are not included in this proposal.
4. Site improvements including roads, parking areas, curbs and gutters, underground utilities, final grading and connections to the engineering drainage plan are designed and documented by Civil Engineers.
5. Design Workshop uses Autodesk Civil 3D® for design modeling and drawing production. All CAD products shall be provided to Design Workshop in AutoCAD-compatible formats and Design Workshop shall not be responsible for inaccuracies in such base data or lack of coordination of such. Therefore, BIM modeling and drawing production except in Civil 3D is excluded from Design Workshop's scope.
6. Design Workshop does not perform construction administration, but will observe progress and quality of construction, provide interpretations of design documents and advise the Client accordingly. The term "construction administration" if used in the master agreement shall not apply to Design Workshop or its subconsultants.

## PROJECT EXCLUSIONS

The following exclusions are not part of Design Workshop's base scope of services and shall be considered Additional Services. Design Workshop will endeavor to solicit approval from the client prior to commencing services however failure to obtain prior approval does not inhibit Design Workshop from being compensated at Design Workshop standard hourly rates for producing the associated work.

1. Revisions to site area or project scope of work
  - a. Design and engineering scope of services required because of changes to the Project including but not limited to changes in size or location of project area, quality and complexity, schedule, program, or budget;
2. Additional Graphic Deliverables
  - a. Alternate Design directions and/or alternate solutions after the completion of the schematic design package;
  - b. Preparation of marketing, fundraising, promotional and collateral material such as renderings, graphics, etc. not listed herein;
  - c. Production of fully-rendered 3D (or physical) model or fly-through;
3. Meetings and Site Visits
  - a. In person, web and site meetings in addition to the number indicated in base scope of services of this agreement;
  - b. It is assumed all meetings for the duration of the project will be virtual unless explicitly stated otherwise.
4. Sub-Consultant Services

- a. Only subconsultants listed herein are part of the scope of services.
- b. Cost estimating/Opinion of Probable Construction Cost services unless included herein as a base scope of service.

## SCHEDULE

Design Workshop is prepared to begin services immediately upon receipt of a signed copy of this proposal from an authorized owner's representative. At this time, the following generalized schedule is anticipated:

Task 1 – Project Startup and Conceptual Design	16 weeks
Task 2 – Finalizing the Master Plan	8 weeks
Task 3 – Grant Opportunities Assessment	4 weeks

## FEES AND EXPENSES

### 1. BASIC SERVICES

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of \$89,600.

The estimated fees are as follows:

Task 1	Project Start-up and Conceptual Design	\$ 36,500
Task 2	Finalizing the Master Plan	\$ 46,200
Task 3	Grant Opportunities Assessment	\$ 6,900 (optional)

Total Professional Fees (labor only)	\$ 82,700 (not including Task 3)
Total Professional Fees (labor only)	\$ 89,600 (including Task 3)

### 2. REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to, travel, photography, telephone charges, video conference charges, and printing expenses shall be billed at Design Workshop's cost, plus fifteen percent (15%).

### 3. ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop provided the change was in fact approved and ordered by the Client.

## PAYMENT TERMS

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

## ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and Binkley & Barfield, Inc. owner or reputed

owner of the property to be benefited by Design Workshop's services.

2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

**DESIGN WORKSHOP, INC.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED BY CLIENT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment F**  
CD&P Proposal for Public Engagement Services



# James Parkway and Puryear Drive

## Public Involvement Scope of Services

March 4, 2021

CD&P will provide public engagement for the James Parkway and Puryear Drive rehabilitation design project, as a part of the Binkley & Barfield team. The goal of this effort is to reach out to the community and involve them in the process to develop a plan that fits within the context of the community and is supported by the public. CD&P will work with the team so that efforts are coordinated with the City of College Station.

### Task 1: Project Management and Coordination

CD&P will participate in project coordination and status meetings throughout the project to allow the PI team to keep current on project progress and identify opportunities to engage or inform stakeholders of upcoming activities, milestones, and project status. A 12-month schedule is assumed.

#### Tasks and Deliverables:

- Attendance in progress meetings and/or written updates (up to 12)
- Progress reports and invoicing (up to 6)

### Task 2: Community Engagement Plan

CD&P will develop a Community Engagement Plan that outlines the objectives, tools, and timeline of the engagement process. The overall approach will be to inform, update, and define methods for collecting input from stakeholders through two rounds of outreach.

**First Round:** Goals/visioning/existing conditions for Park Master Plan, present concept for public feedback, and share overview of road improvements

**Second Round:** Share draft plan and gain feedback on prioritization beyond initial construction phase and any updates or changes to the roadway plans

**Key Message Development** – As a part the Public Engagement Plan, we will work with the City to develop key messages for the project. These messages will include background information on the need for the project and considerations in the design phase. An overview of previous commitments from public input on the pool and park will be outlined along with a clear explanation of the limited phase 1 park scope and funding constraints for future amenities. It will also summarize how public input will be collected and used during the project. Key messages will be updated as needed and shared with the City and project team to help communicate in a consistent manner.

#### Tasks and Deliverables:

- Community Engagement Plan (draft and final)
- Community Engagement schedule
- Key Message development and updates

## Task 3: Project Materials and Outreach Tools

CD&P will develop informational materials to relay information about the purpose of the project, project development details, timeline, and status, and contact information. Information will be represented in an easy to follow format and when possible in a graphic representation. Materials will be created in English and if Spanish translation is needed CD&P can provide Spanish translation through a supplement to the contract. Materials may include but are not limited to a handouts, fliers, or fact sheets. Signage promoting participation in surveys and other engagement activities will be developed for posting at the park. Signage will include QR codes for online participation opportunities and may include comment and survey collection boxes for those who prefer paper. Content will be developed for use on the City's website and the City will be responsible for uploading content. CD&P will also develop content and images for use on social media to be posted by the City and other stakeholders as well as information for media releases to be distributed by the City.

CD&P will work with the team and City representatives to identify the most effective tools for gathering meaningful input at each phase. Tools may include surveys, mapping exercises, facilitated discussions, online forums, and others. Tools may be implemented in person or virtually.

### Tasks and deliverables:

- Handouts (factsheets, FAQs, etc.) (up to 2 rounds)
- Website content (up to 3 updates)
- Social media content (up to 3 rounds of content)
- Media release content (up to 3)
- Signage for the park
- Content and development for surveys or other public input tools

## Task 4: Stakeholder Communications

A stakeholder database will be developed and updated throughout the project and include neighborhood contacts, park visitors and user groups, nearby businesses, and any interested individuals. We will build off the City's contact list from previous efforts. Project status updates, meeting notices, and notices of opportunities to participate will be emailed to stakeholders in the database. CD&P will assist the City in providing responses to stakeholder inquiries by phone or email. It is assumed that a contact phone number and email will be provided by the City and communication will be shared with CD&P as needed.

### Tasks and Deliverables:

- Stakeholder database and updates
- Stakeholder communications
- Email content for project updates and notices (up to 8)

## Task 5: Meetings

### Small Group and Property Owner Meetings

Our team will reach out to and make presentations to community groups such as neighborhood associations or groups that regularly use the park. We will also reach out to and meet with impacted property owners and other stakeholders as needed. CD&P will arrange, facilitate, and document meetings.

**Public Meetings** – CD&P will plan, schedule, conduct, and facilitate up to 2 public meetings to share project information and collect feedback from community members and stakeholders. Tasks may include, but are not limited to meeting logistics, meeting announcements, holding meeting rehearsals, and facilitating meetings. CD&P will develop informative and appropriate meeting materials such as displays, presentation slides, and project handouts. CD&P will provide a meeting summary and documentation of community input.

Public meetings may be held virtually or in person as circumstances allow. For virtual meetings, CD&P has several tools to facilitate meaningful engagement including live Zoom or Team meetings, recorded videos, and several online meeting platforms. We will work with the City and remain flexible to identify the best tools for each situation.

### Tasks and Deliverables:

- Plan, coordinate, facilitate small group/owner meetings (up to 10)
- Provide small group/owner meetings meeting summaries
- Plan, promote, facilitate public meetings (up to 2 virtual or in person)
- Develop meeting materials and exhibits
- Provide summaries of public meetings and community input



## **Attachment G**

### Eddie Hare Accessibility Specialist Standard Services and Fees

**EDDIE HARE-ACCESSIBILITY SPECIALIST**  
**TDLR/TAS Registered Accessibility Specialist #0008**  
**5855 Foster Road \* Bryan, Texas 77807**  
[ehare@eddiehare.com](mailto:ehare@eddiehare.com)

(979) 775-6850 office \* (979) 820-0149 cell

REVISED

December 2018

**What and How to Submit a Project for Registration and/or Review**

- I. Any project with an estimated cost of \$50,000.00 or more is required to be registered, reviewed and inspected to ensure compliance with the Architectural Barrier Free Act. *Texas Department of Licensing and Regulation under the authority of Texas Government Code, Chapter 469.*
- II. A complete submittal consist of the following:
  - a. Complete set of construction documents (**Architectural/Civils/Mechanical/Specifications**), all in electronic pdf content.
  - b. A check made out to EDDIE HARE-ACCESSIBILITY SPECIALIST (see the fee schedule below)\*\*
  - c. Please submit project registration or the completed form, owners designated form and proof of submission, see the TDLR website to download or email us for the forms needed for your project.
  - d. Forms and copies of the TAS Standards and/or Administrated Rules can be downloaded from the TDLR web site @ [www.tdlr.texas.gov/ab/ab.htm](http://www.tdlr.texas.gov/ab/ab.htm)

III. Fee schedule is as follows:

Cost of Project	Registration fee	Plan Review	Inspection (100 total miles included)
\$50,000.00-199,999.00	\$175.00	\$315.00	\$375.00
\$200,000.00-499,999.00	\$175.00	\$380.00	\$425.00
\$500,000.00-999,999.00	\$175.00	\$445.00	\$475.00
\$1,000,000.00-4,999,999.00	\$175.00	\$575.00	\$575.00
\$5,000,000.00-9,999,999.00	\$175.00	\$625.00	\$625.00
\$10,000,000.00-14,999,999.00	\$175.00	\$725.00	\$725.00
\$15,000,000.00-24,999,999.00	\$175.00	\$825.00	\$825.00

Over \$25,000,000.00 call for quote.

**\*\*We now accept all major credit cards please add 3.5% to the total\*\***

The inspection fee may be prepaid but not recommended.

Inspection service fees include a 50-mile radius of the Bryan/College Station area in excess of the 100 mile round trip is per quote. Upon request, re-inspection of a Disapproved project is \$175.00 an hour plus expenses. Preliminary Plan Review or an Accessibility Survey or a Plan Revision Review is also \$175.00 an hour plus expenses or travel.

If urgent attention is needed please call my mobile @ 979-820-0149. You may reach us via e-mail @ [ehare@eddiehare.com](mailto:ehare@eddiehare.com) or [jhare@eddiehare.com](mailto:jhare@eddiehare.com) .

THE TEXAS DEPARTMENT OF LICENSING AND REGULATION CAN BE REACHED AT THE FOLLOWING:

P.O. Box 12157 Austin, Texas 78711 or 512-463-6599 \* 800-803-9202 or at the TDLR Web-site

[www.tdlr.texas.gov/ab/ab.htm](http://www.tdlr.texas.gov/ab/ab.htm), or email [techinfo@license.state.tx.us](mailto:techinfo@license.state.tx.us)

*THE REVIEW OF DOCUMENTS AS CONTRACT DOCUMENTS AND FIELD INSPECTIONS, BY THIS REGISTERED ACCESSIBILITY SPECIALIST, EDDIE HARE, FOR THE TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR), AUSTIN, TEXAS, IS BASED ON BEST EFFORTS ENDEAVOR FOLLOWING INSTRUCTION AND CERTIFICATION BY BOTH TDLR AND ICBO. PLAN REVIEW AND INSPECTION IN NO WAY WARRANTS COMPLETE COMPLIANCE TO THE TEXAS ACCESSIBILITY STANDARDS. THIS BUSINESS, THE PROFESSIONAL, HIS EMPLOYEES, AND CLIENT FOR WHOM THE REVIEW OR INSPECTION IS MADE AGREES TO HOLD HARMLESS AND INDEMNIFY THE REGISTERED ACCESSIBILITY SPECIALIST, EDDIE HARE, AND THE TDLR FROM AND AGAINST ANY LIABILITY ARISING FROM THE PERFORMANCE OF THE WORK*

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$2,540,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 25th DAY OF March, 2021.

\_\_\_\_\_  
Karl Mooney, Mayor

ATTEST:

\_\_\_\_\_  
Tanya Smith, City Secretary

(Seal)

APPROVED:

A handwritten signature in blue ink, consisting of stylized initials and a long horizontal stroke extending to the right.

---

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

## Exhibit "A"

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

### **James Parkway and Puryear Drive (\$2,540,000)**

This project includes the rehabilitation of James Parkway and Puryear Drive from Francis Dr. south to Kyle Street. It includes design of concrete curb and gutter streets while protecting the existing trees in the area. Utility infrastructure will be replaced where necessary within the project limits. Drainage improvements are included along the streets and throughout the park. A phased park improvement plan for the south side of Thomas Park will also be part of this design contract with assistance from landscape architects, an arborist and public engagement consultants.