

**September 14, 2023**

**Item No. 7.3.**

**Marion Pugh Design Contract - Luther St. to George Bush Dr.**

**Sponsor:** Jennifer Cain, Director Capital Projects

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a Professional Services Contract with Binkley & Barfield | DCCM, Inc. in the amount of \$709,136 for professional services for the Marion Pugh Rehabilitation Project - Luther Street to George Bush Drive.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

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

**Summary:**

The project scope includes rehabilitating Marion Pugh Drive from George Bush Drive to 300' south of Luther Street West and replacing the existing 18" water main from George Bush Drive to the interconnect south of Holleman Drive West.

The City received six (6) Statements of Qualifications (SOQ). Following the review process, Binkley & Barfield|DCCM was selected as the most qualified firm for the project.

**Budget & Financial Summary:**

Funds in the amount of \$1,280,000 are currently budgeted for this project in the Streets Capital Improvement Projects and Water Services Fund. A total of \$1,309 has been expended or committed to date, leaving a balance of \$1,278,691 for this design contract and remaining project expenses.

**Attachments:**

1. Marion Pugh Design Vendor Signed Contract
2. Marion Pugh Project Location Map



# CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 23300449 PROJECT#: ST1902 WA2301 BID/RFP/RFQ#: 23-055

Project Name / Contract Description: Marion Pugh Rehabilitation - Luther St. to George Bush Dr.

Name of Contractor: Binkley & Barfield, Inc. | DCCM

CONTRACT TOTAL VALUE: \$ 709,136.00 Grant Funded Yes  No   
If yes, what is the grant number:

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

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

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

Six (6) Statements of Qualifications (SOQ) were submitted.

Combined Funds in the amount of \$1,280,000 are currently budgeted for this project in the Streets and Water Capital Improvement Projects Fund.

A total of \$1,309 has been expended or committed to date, leaving a balance of \$1,278,691 for this design contract and remaining project expenses.

(If required)\*  
CRC Approval Date\*: N/A Council Approval Date\*: 9/14/2023 Agenda Item No\*: TBD

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

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

### SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 8/14/2023  
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

Jim Costa 8/14/2023  
ASST CITY MGR – CFO DATE

John D. Haislet 8/14/2023  
LEGAL DEPARTMENT DATE

### APPROVED & EXECUTED

\_\_\_\_\_  
CITY MANAGER DATE

N/A

\_\_\_\_\_  
MAYOR (if applicable) DATE

N/A

\_\_\_\_\_  
CITY SECRETARY (if applicable) DATE

Original(s) sent to CSO on \_\_\_\_\_

Scanned into Laserfiche on \_\_\_\_\_

Original(s) sent to Fiscal on \_\_\_\_\_

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

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

**ARTICLE I  
SCOPE OF SERVICES**

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

RFQ-23-055 Marion Pugh Rehab

**ARTICLE II  
PAYMENT**

**2.01** In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed Seven Hundred Nine Thousand One Hundred Thirty-Six and 00 /100 Dollars (\$709,136.00).

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

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

- (a) Conceptual Design: 180 calendar days after the authorization to commence planning.
- (b) Preliminary Design: 105 calendar days after authorization to commence PPD.
- (c) Final Design: 140 calendar days after authorization to commence final design.

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

September 30th, 2026.

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

(a) **Liquidated Damages.**

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

sustain and shall be deducted by the City from current amounts owed to Consultant for payment or from final payment.

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

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

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

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

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

**3.08** The construction budget for this Project, which is established as a condition of this Contract is \$\$6,450,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

#### **ARTICLE IV CONCEPTUAL DESIGN**

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

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

**4.03** The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

#### **ARTICLE V PRELIMINARY DESIGN**

**5.01** The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary

Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

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

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

## **ARTICLE VI FINAL DESIGN**

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

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

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

**6.04** The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon

request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

## **ARTICLE VII BID PREPARATIONS & EVALUATION**

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

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

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

## **ARTICLE VIII CONSTRUCTION**

**8.01** The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

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

**8.03** The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers



or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IX CHANGE ORDERS, DOCUMENTS & MATERIALS**

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

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

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

**9.04** Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such

**additional services shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

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

## **ARTICLE X WARRANTY, INDEMNIFICATION & RELEASE**

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

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

**10.03** In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract.

The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

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

**10.05 Indemnity.**

- (a)** To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. **IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.**
- (b)** To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.
- (c)** Consultant shall procure liability insurance covering its obligations under this section.

- (d) It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

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

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

## **ARTICLE XI INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) The workers' compensation/Employer's Liability insurance shall include the following terms:
  - i. Employer's Liability limits of \$1,000,000 for each accident is required.
  - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
  - iii. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:
  - i. Definitions:

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

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

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

- ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- v. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends



during the duration of the project.

- vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - 4. obtain from each other person with whom it contracts, and provide to the Contractor:
    - A. a certificate of coverage, prior to the other person beginning work on the project; and
    - B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the

provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
- x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

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

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

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

**12.01** Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents)

("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

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

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

**12.04** The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

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

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

**ARTICLE XIII  
TERMINATION**

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

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

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

**ARTICLE XIV  
MISCELLANEOUS TERMS**

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

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

**City of College Station**

**Binkley & Barfield, Inc. | DCCM**

Attn: Raquel Gonzales

Attn: Brandon Boatcallie

PO BOX 9960

1701 Southwest Parkway

1101 Texas Ave

Suite 111

College Station, TX 77842

College Station, TX 77840

rgonzales@cstx.gov

bmb@binkleybarfield.com

**14.03** No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party

to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

**List of Exhibits**

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

**BINKLEY & BARFIELD, INC. | DCCM**

**CITY OF COLLEGE STATION**

By: Brandon M. Boatcallie

By: \_\_\_\_\_  
City Manager

Printed Name: Brandon M. Boatcallie

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

Title: Corporate Vice President

Date: 8/14/2023

**APPROVED:**

John R. Haislet  
City Attorney  
Date: 8/14/2023

JM Curtis  
Assistant City Manager/CFO  
Date: 8/14/2023

**EXHIBIT A**  
**SCOPE OF SERVICES**



August 3, 2023

Via: E-Mail

Raquel Gonzales, PE, CFM  
Project Manager  
City of College Station  
300 Krenek Tap Road  
College Station, TX 77840

**RE: Proposal for Professional Services – Marion Pugh Drive Rehabilitation Project**

Dear Raquel:

Binkley & Barfield, Inc. (BBI) is pleased to submit this proposal to The City of College Station (City) for engineering and surveying services in connection with the Marion Pugh Rehabilitation Project. We are excited that you have selected us for this assignment. It is our understanding the project scope includes rehabilitating Marion Pugh Drive from George Bush Drive to 300' south of Luther Street West (approx. 2,550 LF) and replacing the existing 18" water main from George Bush Drive to the interconnect south of Holleman Drive West (3,800 LF) and generally includes topographic and right-of-way surveying, geotechnical engineering, utility coordination, tree services, project management, engineering design, traffic engineering, public engagement, 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 utility coordination, project management, engineering design, traffic engineering, public engagement, and bidding and construction phase services.

***Utility Coordination***

BBI will assist the City with utility coordination efforts by developing and updating a utility conflict matrix, attending utility field and coordination meeting (12 hours), and reviewing utility owner relocation plans (24 hours - 6 utilities, 4 hours each).

***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 Marion Pugh Drive Rehabilitation project. 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. (7 sheets total)
2. Three-phase Traffic Control Plan including Phase Overviews, Phase Detour Layouts, and Phase TCP Layouts. (21 sheets total)
3. Removal layouts including identification of existing features to be removed (including pavement, sidewalks, structures, trees, etc.). (4 sheets total)
4. Roadway Design including Existing and Proposed Typical Section Sheets, Roadway Plan and Profile sheets, & Intersection Layouts. (10 sheets total)
5. Roadway Contour Layouts (4 sheets total)

6. Drainage plan and profile sheets, lateral profiles, drainage area maps, and hydrologic and hydraulic calculations. (11 sheets total)
7. Water plan and profile sheets and lateral profiles. (14 sheets total)
8. Sewer lateral profiles. (1 sheet total)
9. Illumination Layout sheets. (3 sheets total)
10. Signing and Striping Layouts including proposed pavement and tie-ins at existing intersections. (3 sheets total)
11. Storm Water Pollution Prevention Sheets including design of pollution prevention measures (silt fence, construction entrance, rock filter dams, etc. as required). (3 sheets total)
12. Tree Data Sheets (To include tree inventory summary, trees identified for removal and structural/critical root zone determination). (3 sheets total)
13. Miscellaneous detail sheets as required (To include roadway, drainage, water, tree protection, etc.) (5 sheets total)
14. Design standards (to include TCP, Roadway, Drainage, Utilities, Lighting, Traffic, SW3P, and Tree Protection). (40 sheets total)
15. Opinion of probable construction costs (to be submitted with 30%, 60%, 90%, and 100% 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.

### ***Traffic Engineering***

BBI will provide the following traffic engineering services:

1. Coordination
  - a. BBI will coordinate with TxDOT and the City's Traffic Engineering staff on the overall scope of the Traffic Impact Analysis to ensure that any issues or concerns are covered in the report.
2. Data Collection / Traffic Counts
  - a. BBI will coordinate collection and review of traffic count data.
  - b. BBI will collect weekday AM and PM peak hour turning movement counts (7 AM - 7 PM) at the following study intersections:
    - i. Gorge Bush Drive at Marion Pugh Road
    - ii. Luther W Street at Marion Pugh Road
  - c. BBI will collect 24-hour bi-directional volume counts with classification for the following roadways:
    - i. Marion Pugh Road (between George Bush and Luther Street)
  - d. BBI will review the traffic data and report by TxDOT in conjunction with the improvements along George Bush Drive.
3. Traffic Impact Study
  - a. Study Assumptions
    - i. Analysis Time Periods
      1. Weekday AM Peak Hour (between 7am-9am)
      2. Weekday PM Peak Hour (between 4pm-6pm)
    - ii. Analysis Scenarios
      1. Opening Year (2025)
      2. 20-year (2045)
      3. 30-year (2055)

- iii. Study Intersections
  - 1. The study intersections will include the counted intersections described above.
- b. Analysis
  - i. Traffic Forecasts
    - 1. Traffic forecasts will be prepared for each of the study intersections based on the analysis time periods for each analysis scenario, each as described above.
  - ii. Crash Analysis
    - 1. BBI will conduct a crash analysis for each of the study intersections for five years, each as described above.
    - 2. BBI will conduct a crash analysis for the roadway segments between intersections.
  - iii. Intersection Capacity Analysis
    - 1. BBI will conduct the level of service analysis for each of the study intersections based on the analysis time periods for each analysis scenario, each as described above.
  - iv. Turn Lane Analysis
    - 1. BBI will evaluate the need for dual right turn lanes at the intersection of Gorge Bush Drive at Marion Pugh Road
    - 2. BBI will evaluate the operations of the proposed turn lanes to ensure no issues are anticipated.
  - v. All Way Stop and Traffic Signal Warrant Analysis
    - 1. BBI will evaluate peak hour warrant, as presented in the latest edition of the TxMUTCD, for the installation of an all-way stop control and a traffic signal based on the analysis time periods for each analysis scenario, as described above at the following study intersections:
      - a. Luther W Street at Marion Pugh Road
- c. Report
  - i. BBI will prepare a report summarizing the work tasks and findings of this study as well as any geometric and/or traffic control improvements that may be recommended. The final report will be submitted to the city review unless otherwise requested.
- 4. Deliverable
  - a. Final Report – Electronic Format

### **Public Engagement**

BBI will present at public meetings where the public is notified of the proposed project and will prepare meeting materials including sign in sheets, handouts, and exhibits. The project scope includes preparation for, and attendance at, up to two (2) public meetings and twenty-four (24) hours of one-on-one meetings.

BBI will assist the City with coordinating with TxDOT representatives for the Bush Wellborn Interchange project (CSJ 3138-01-020). The project scope includes preparation for, and attendance at, up to four (4) coordination meetings, and incorporating the TxDOT design into the plans including tie point for roadway, sidewalks, drainage, and other infrastructure as designed by TxDOT (50 hours).

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

BBI will assist the City during the bidding process by attending the pre-bid meeting and assisting in the opening and tabulation of bids for construction of the project. BBI will provide engineering support services during construction to include attending the preconstruction conference, reviewing of shop drawings and resolution of contractor's request for information (RFI's), if required. A total of twenty-six (26) site visits/progress meetings (bi-weekly construction meetings for 12 months) 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. If a site visit is requested and completed, BBI's representative will prepare notes of the visit for distribution to all required parties. BBI will provide monthly 360 GoPro videos (12 total) as part of the progress meeting deliverable. Videos are provided for reference only to assist the City in processing monthly pay apps. (Note: This is not to be considered onsite Construction Observation.) BBI will also prepare record drawings (based on the contractor's redlines) and provide them in 24x36 mylar (utility sheets only), Microstation DGN, and Adobe PDF formats.

**B. Services to be provided by Baseline Corporation (BL):**

BL will provide topographic and right-of-way surveying services per *Attachment A: Baseline Corporation Proposal for Surveying Services dated June 30, 2023*.

**C. Services to be provided by Terracon:**

Terracon will provide geotechnical engineering and construction materials testing services per *Attachment B: Terracon Proposal for Geotechnical Engineering Services dated July 7, 2023*, and *Attachment C: Terracon Proposal for Construction Materials Testing Services June 30, 2023*.

**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 July 5, 2023*.

**E. Services to be provided by Eddie Hare Accessibility Specialist (EHAS):**

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

**F. 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, etc.) and any other available project related documentation, which would assist in the completion of the project.
- The City will review and coordinate a TxDOT review of 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 and TxDOT comments as part of the review process.
- The City will be primarily responsible for coordinating with private utility providers with support from BBI staff as outlined above.
- 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.

**G. Schedule:**

Upon receiving the Notice to Proceed (NTP) from the City of College Station, BBI will provide 30% conceptual design plans for review within 180 calendar days (60 calendar days for data collection and 120 calendar days for conceptual design), 60% design plans within 105 calendar days, 90% design plans within 105 calendar days, and 100% plans within 35 calendar days.

**H. Assumptions:**

- A Storm Water Quality Management Plan is not included in the work scope.
- A Preliminary Engineering Report (PER) is not required.
- A formal drainage report / study and off-stie detention analysis and design is not required.

- Private utility design services are not included in the scope of services and will be the responsibility of the respective utility companies.
- Luminaires will be added to existing power poles per College Station Utility direction. Pole loading and lighting calcs are not included in the scope of services.
- The water interconnect design on TAMU property is not included in the scope of work.
- City review time is not included in the schedule.

**I. Reimbursable Expenses:**

Reimbursable expenses including mileage, reproduction, and delivery services are included within the lump sum fee.

**J. Compensation:**

We propose to provide the specific services described above as follows (*water services portion is roughly 20-33% of various items since the water line rehabilitation does not fall within the roadway footprint but extends beyond*):

**Design**

Utility Coordination (Lump Sum)	\$ 17,652.00
Project Management & Engineering Design Services (Lump Sum)	\$ 406,912.00
Traffic Engineering Services (Traffic Study) (Lump Sum)	\$ 21,107.50
Public Engagement Services (Lump Sum)	\$ 28,960.00
Topographic Surveying Services (Lump Sum)	\$ 45,000.00
Misc. Topographic Surveying Services (Hourly)	\$ 8,000.00
ROW/Easement Surveys (Hourly)	\$ 12,990.00
Geotechnical Engineering Services (Estimated NTE)	\$ 25,000.00
Tree Inventory and Design Services (Lump Sum)	\$ 11,940.00
ADA Registration, Plan Review, Site Inspection (Estimated NTE)	\$ 2,500.00
<b>Design Subtotal</b>	<b>\$ 580,061.50</b>
Water Services Design Portion (included above)	\$154,738.00
Water Engineering	\$149,363.00
Sewer Engineering	\$ 5,375.00

**Bidding and Construction**

Bidding and Construction Phase Services (Lump Sum)	\$ 48,542.00
Construction Materials Testing Services (Unit Rate)	\$ 65,842.50
Tree Construction Phase Services (Hourly)	\$ 14,690.00
<b>Bidding and Construction Subtotal</b>	<b>\$ 129,074.50</b>
Water Services Bidding and Construction Portion (included above)	\$28,761.50

**Total Project Fee** **\$ 709,136.00**  
 Water Services Portion \$183,499.50

All work to be completed on a unit rate basis will be in accordance with their respective rate sheets provided within this proposal. 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.

**K. 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 for this assignment and we look forward to working with the City of College Station.

Sincerely,  
**Binkley & Barfield**



Brandon M. Boatcallie, P.E.  
*Project Principal*  
[bmb@binkleybarfield.com](mailto:bmb@binkleybarfield.com)



## Binkley & Barfield, Inc. 2023 Billable Rates by Classification

Classification	Unit	Billable Rate
Principal	Hour	\$318.00
Sr. Project Manager	Hour	\$290.00
Project Manager	Hour	\$225.00
Structural Engineer	Hour	\$225.00
Construction Manager	Hour	\$225.00
Sr. Project Engineer	Hour	\$190.00
Project Engineer	Hour	\$161.00
Field Engineer	Hour	\$175.00
Electrical & Instrumentation Engineer	Hour	\$190.00
Engineer Technician	Hour	\$158.00
EIT II	Hour	\$145.00
Graduate Engineer/EIT I	Hour	\$127.00
Structural Inspector	Hour	\$145.00
Construction Observer/Sr. Inspector III	Hour	\$145.00
Construction Observer/Inspector II	Hour	\$135.00
Construction Observer/Inspector I	Hour	\$110.00
Sr. Designator	Hour	\$122.00
Designator	Hour	\$105.00
Sr. Utility Coordinator	Hour	\$176.00
Utility Coordinator	Hour	\$154.00
Production Manager	Hour	\$237.00
Production Technician	Hour	\$99.00
Sr. Electrical Designer	Hour	\$165.00
Sr. CADD/Designer	Hour	\$157.00
CADD/Designer	Hour	\$142.00
CADD Technician	Hour	\$117.00
GIS Manager	Hour	\$150.00
GIS Analyst	Hour	\$107.00
Sr. Clerical/Administrator/Document Specialist/Recordkeeper	Hour	\$100.00
Clerical/Administrator	Hour	\$92.00
3D Modeling	Day	\$955.00

*\*These rates are subject to a Consumer Price Index (CPI) adjustment.*

### Direct Expenses

1. Subconsultant, reproduction, delivery, and other associated expenses shall be reimbursed at cost plus 10%.
2. Mileage shall be reimbursed at the current federal rate as published by the IRS.

Revised: 1/11/2023

## **Attachment A**

### Baseline Corporation Proposal for Surveying Services



June 30, 2023

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

**Re: Fee Proposal for Professional Services  
Topographic & Easement Surveying – Marion Pugh Drive in College Station, Texas**

Baseline (BL) appreciates the opportunity to provide this Scope and Fee Proposal for Topographic and R.O.W./Easement surveying services to Binkley & Barfield (Client), the prime contractor on this City of College Station (City) project, for the design of street and reconstruction and utility relocations on Marion Pugh Drive, generally between George Bush Drive and W. Luther Street, but extending to W. Holleman Drive for some utilities (Project Route).

**Survey Scope:**

Topographic survey w/ SUE surveying and LiDAR scan

Utilizing new and previous field and record data, BL will prepare a comprehensive Topographic survey of the Project Route. All pertinent surface and utility and drainage features within the public rights-of-way and adjacent easements will be located. Trees and upstream and downstream utilities and drainage structures pertinent to the project or specifically requested by Client, will be included. Depths of utilities (including storm drains) in manholes and potholes will be measured. Project control and benchmarks will be established through the Project Route and referenced to the City's GPS Control monuments and their current datums (NAD83 & NAVD88). BL will coordinate with any Subsurface Engineering designators and/or arborists contracted by Client, as well as City of College Station, Wellborn SUD and Texas 8-1-1 utility locators, to survey their buried utility marks, potholes and associated buried utility features, as needed and requested by the Client.

Miscellaneous Surveying throughout duration of project design

Upon requests of Client, BL will locate additional utility features, surface features, trees, etc... which are discovered or constructed by others as the project design phase progresses. These may include offsite topographic and utility features that were not included in the initial Topographic Survey scope and deliverable or features and utilities that are later installed by others within or adjacent to the Project Route (i.e. utilities installed for the TXDOT project).

Right-of-Way (R.O.W.) Parcel & Easement Surveys

BL will prepare requested R.O.W. Parcel and Easement Surveys for the project. It is currently estimated by Client that 3 such surveys may be requested.

**Deliverables:**

BL will create and maintain CAD files in AutoCAD Civil 3d software, with deliverables being .dwg .dgn .xml and .txt exported files. Existing R.O.W., property and easement lines will be best-fitted in the Topographic survey deliverables to an accuracy of 0.5 ft. or better. Where R.O.W. Parcel or Easement Surveys are requested, the property and easement lines will be determined accurately and any proposed R.O.W.'s will be monumented. R.O.W. and Easement Survey deliverables will comply with City requirements and be delivered as .pdf 'prints', first as drafts for

City review. Final versions will bear the signature and seal of a Texas Registered Professional Land Surveyor (RPLS).

**Compensation:**

TOPO with SUE, LiDAR and Trees: the topographic scope of work detailed above will be invoiced on a by-the-hour basis per the attached Rate Sheet.

The total fee shall not exceed **\$ 45,000**.

Misc. Surveying: the miscellaneous scope of work detail above will be invoiced on a by-the-hour basis per the attached Rate Sheet. The total fee shall not exceed **\$ 8,000**.

R.O.W./Esmt.Surveys: the scope of work detail above will be invoiced on a by-the-hour basis per the attached Rate Sheet. The total fee shall not exceed **\$ 12,000 plus 8.25% tax**, unless more than four separate surveys (unique landowners) are requested. The Client will be notified if their requests are going beyond the scope included in this proposal.

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.

**Schedule:**

BL will deliver the Topo survey files within 60 days of receiving a Notice to Proceed. Interim deliverables of high-priority areas, historic topo files, LiDAR data, etc... can be delivered before the comprehensive Topo files are finished.

BL will coordinate the surveying schedule with the Client and its other contractors to locate utilities and other features in a timely manner. At least 1 day of notice is required to ensure that BL will be able to locate utilities that will be exposed only on a specific date. Typically, BL will perform location fieldwork within 3 work days of the Client's request.

BL will deliver draft R.O.W./Easement surveys within four weeks of being requested. Final deliverables will be delivered within two weeks after being provided with review comments.

**Client Provided Services:**

The Client shall provide Baseline 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 Baseline in completing the Scope of Services.
- Title Reports for R.O.W. / Easement Surveys, if the City requires them.

The attached Terms and Conditions apply to this proposal and/or contracts which reference it.

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](mailto:hmayo@baselinesurveyors.net).

Sincerely, Henry P Mayo

Accepted, \_\_\_\_\_

Date: June 30, 2023

Date:

## Baseline Corporation

### 2023 Billable Rates by Classification

Classification	Unit	Billable Rate
<b>Field Personnel</b>		
One (1) Member Survey Crew	Hour	\$110.00
Two (2) Member Survey Crew	Hour	\$175.00
Three (3) Member Survey Crew	Hour	\$215.00
<b>Office Personnel</b>		
Principal (PE and/or RPLS)	Hour	\$250.00
Professional LSLS/CFedS	Hour	\$250.00
Sr. GIS Manager	Hour	\$140.00
Sr. Project Manager (RPLS)	Hour	\$175.00
Project Manager (RPLS)	Hour	\$160.00
Project Surveyor	Hour	\$140.00
Sr. Survey Technician	Hour	\$115.00
Survey Technician	Hour	\$100.00
Administrative Assistant	Hour	\$80.00
<b>Expert Consultant/Witness</b>		
Expert Witness and Testimony	Hour (8 hours min.)	\$300.00
<b>Other Direct/Indirect Expenses</b>		
Mileage	Hour	Current federal rate
Terrestrial Laser Scanner	Hour	\$80.00
UAS-Drone LiDAR	Hour	\$600.00
Boat with Motor	Day	\$160.00
All-Terrain Vehicle	Day	\$120.00
Professional Abstractor/Deeds, Plats	--	At cost plus 10%
Outside Copies/Mailing/Deliveries/Materials	--	At cost plus 10%
Lodging	Night	\$125.00 per person
Meals (for overnight stays only)	Day	\$46.00 per person

*\*These rates are subject to a Consumer Price Index (CPI) adjustment.*

#### **Direct Expenses**

1. Field personnel rates include standard surveying equipment and other standard materials such as stakes, iron rods, flagging, and paint.
2. Mileage is not charged for survey field crews unless specifically specified within agreements.
3. Cost for lodging is subject to change dependent on the geographic location of the work.
4. Reimbursable (out-of-pocket) expenses are charged at cost plus 10%.

## **Terms and Conditions**

The following Terms and Conditions shall apply to this proposal (Agreement).

### **1. Authorization for Work to Proceed**

Signing of this Agreement shall be authorization by the Client for Baseline to proceed with the work.

### **2. Standard of Care**

Services performed by Baseline under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

### **3. Billing and Payment**

The Client shall pay Baseline for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Baseline on a monthly basis and shall be due upon receipt. If payment is not received within thirty (30) calendar days from the date of the invoice, Baseline reserves the right to charge one-and-one-half percent (1.5%) interest (or the maximum percentage allowed by law, whichever is lower) in addition to the invoiced amount. If Client fails to pay an invoice within sixty (60) calendar days of the invoice date, Baseline reserves the right to suspend work on the project until invoices are paid. In the event any invoice or portion thereof is disputed by the Client, the Client shall notify Baseline within ten (10) calendar days of receipt of the invoice in question. The Client and Baseline shall work together to resolve the matter within forty-five (45) days of its being called to Baselines' attention.

### **4. Consequential Damages**

The Client shall not be liable to Baseline and Baseline shall not be liable to the Client for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or whether it was committed by the Client or Baseline, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

### **5. Termination**

If termination becomes necessary, the Client or Baseline shall so notify the other party in writing and termination will become effective upon receipt of the termination notice. Regardless which party requests termination or the cause of termination, the Client shall pay Baseline within thirty (30) calendar days of termination for services rendered and costs incurred up to the effective time of termination.

### **6. Governing Law**

The laws of the State of Texas will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought to the courts of that State.

### **7. Hazardous Materials – Suspension of Services**

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both parties acknowledge that Baseline's scope of services does not include any

services related to the presence of any hazardous or toxic materials. In the event Baseline or any other party encounters any hazardous or toxic materials, or should it become known to Baseline that such materials may be present on or near the project site that may affect the performance of Baseline's services, Baseline may, at its sole option and without liability for consequential or other damages, suspend performance of the services within this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

**8. Right to Rely on Client-Provided Information**

Baseline may rely upon the accuracy and completeness of all instructions, reports, data, and other information furnished by Client or any of its consultants if a reasonably prudent surveyor would rely on the same. Baseline may use such instructions, reports, data, plans and information in performing or furnishing services under this Agreement.

**9. Severability**

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

**10. Assignment**

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to payments that are due or payments that may be due, without the prior written consent of the other party.

## **Attachment B**

### Terracon Proposal for Geotechnical Engineering Services



6198 Imperial Loop Drive  
College Station, Texas 77845  
P (979) 846-3767  
**Terracon.com**

July 7, 2023

Binkley & Barfield  
1701 Southwest Parkway, Suite 111  
College Station, Texas 77840

**Attn:** Ms. Eleanor Rivera, P.E., ENV SP  
P: (979) 703-1809 ext. 1608  
E: erivera@binkleybarfield.com

**RE:** Cost Estimate for Geotechnical Engineering Services  
Marion Pugh Drive Reconstruction  
Marion Pugh Drive from George Bush Drive to Holleman Drive  
College Station, Texas  
Terracon Document No. PA1235052.Revision1

Dear Ms. Rivera:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on our qualifications to provide Geotechnical Engineering services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services. The following are exhibits to the attached MSA Task Order.

- |           |                                   |
|-----------|-----------------------------------|
| Exhibit A | Project Understanding             |
| Exhibit B | Scope of Services                 |
| Exhibit C | Compensation and Project Schedule |
| Exhibit D | Site Location                     |
| Exhibit E | Anticipated Exploration Plan      |

Our base fee to perform the Scope of Services described in this document is \$25,000. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.



Your authorization for Terracon to proceed in accordance with this document can be issued by signing and returning a copy of the attached MSA Task Order to our office. The Task Order refers to the previously signed Master Services Agreement between Terracon and Binkley & Barfield dated July 29, 2021.

Sincerely,

**Terracon**

(Terracon Firm Registration No.: F-3272)



Stephanie D. Lowry  
Project Manager – College Station



David G. Haynes, P.E.  
Department Manager – College Station



Kierstyn M. Burrell, P.E.  
Geotech Services Manager - Houston



**MASTER SERVICES AGREEMENT**

**TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 07/29/2021 between Binkley & Barfield ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Marion Pugh Drive Rehabilitation project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 07/07/2023 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

**1. Project Information**

See Proposal No. PA1235052.Revision1, dated July 7, 2023

**2. Scope of Services** The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

See Proposal No. PA1235052.Revision, dated July 7, 2023

**3. Compensation** Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

See Proposal No. PA1235052.Revision1, dated July 7, 2023

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**  
 By:  Date: **7/7/2023**  
 Name/Title: **Kierstyn M. Burrell, P.E. / Office Manager**  
 Address: **6198 Imperial Loop**  
**College Station, TX 77845-5765**  
 Phone: **(979) 846-3767** Fax: **(979) 846-7604**  
 Email: **Kierstyn.Burrell@terracon.com**

Client: **Binkley & Barfield**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

## 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 visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Binkley & Barfield and/or the design team verify all information prior to our initiation of field exploration activities.

### Planned Construction

Item	Description
<b>Information Provided</b>	An email request for proposal was provided by Ms. Eleanor Rivera, P.E., ENV SP on June 22, 2023. The request included a site map as well as an outline of the requested scope.
<b>Project Description</b>	The project involves the proposed reconstruction of approximately 2,500 linear feet of the existing Marion Pugh Drive (From George Bush Drive to about 270 feet south of Luther Street). New waterline installations are planned to run parallel to Marion Pugh Drive, with roadway and driveway crossings. A sanitary sewer crossing, and storm sewer replacement are also planned.
<b>Proposed improvements</b>	<ul style="list-style-type: none"> <li>■ Replacement of approximately 2,500 linear feet of existing roadway</li> <li>■ Waterline, sanitary sewer, and storm sewer installation                             <ul style="list-style-type: none"> <li>○ We understand both trenchless and open-cut methods are being considered</li> </ul> </li> </ul>
<b>Pavements</b>	We understand jointed reinforced and conventionally reinforced rigid (concrete) pavement sections are being considered for the proposed roadway reconstruction. We request the proposed pavement section or anticipated traffic counts be provided to us. We assume the roadway is classified as a major collector and that traffic is planned to consist of a combination of passenger vehicles, light duty trucks, tractor-trailers, and delivery trucks. 20-year and 30-year pavement section life spans are being considered.

## Site Location and Anticipated Conditions

Item	Description
<b>Parcel Information</b>	<p>The project is located along Marion Pugh Drive from its intersection with George Bush Drive to its intersection with Holleman Drive in College Station, Texas. The roadway reconstruction portion of the project begins and George Bush Drive and ends 270 feet south of the Marion Pugh Drive and Luther Hill Road intersection. The apron of Luther Hill Drive is also included in the planned roadway improvements. Marion Pugh Drive roadway improvements extend approximately ½ mile. The waterline installation extends approximately ¾ mile. (See Exhibit D)</p>
<b>Existing Improvements</b>	<p>The roadway to be replaced is currently paved with asphaltic concrete with concrete curbs and sidewalks on both sides. Overhead powerlines run along a major portion of the west side of Marion Pugh Drive. We understand underground utilities are in the area for the entire length of Marion Pugh Drive.</p>
<b>Current Ground Cover</b>	<p>Asphalt and concrete pavement, with concrete sidewalks, grass, trees and weeds along each side of the roadway.</p>
<b>Existing Topography</b>	<p>Relatively level. Marion Pugh Drive gently slopes downwards to the southeast from its intersection with George Bush Drive to its intersection with Holleman Drive.</p>
<b>Site Access</b>	<p>We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment. Traffic Control services will be necessary as part of our site access.</p>
<b>Expected Subsurface Conditions</b>	<p>Our experience in the vicinity of the proposed development indicates subsurface conditions consist of layered clays and sands with varying silt content.</p>



## 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 proposed field program consists of the following boring depths and locations:

Number of Borings	Planned Boring Depth (feet) <sup>1</sup>	Planned Location <sup>2,3</sup>
8	15 (B-1 through B-8)	Proposed roadway reconstruction and utility installation area
<b>8</b>	<b>120</b>	<b>TOTAL</b>

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. Borings B-1 through B-5 will be drilled through the existing asphalt roadway. We will record the pavement and base thicknesses on our field logs.
3. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

**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. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

**Subsurface Exploration Procedures:** We will advance borings with a truck-mounted drill rig using continuous flight augers and/or rotary wash boring techniques. Samples will be obtained continuously to the termination depth of each boring. Soil sampling is typically performed using open 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 observed 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:** Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

The existing asphaltic concrete will be augered and removed to access the underlying subgrade. We will backfill borings with auger cuttings and cap them with cold mix asphalt patch upon completion. Our services do not include repair of the site beyond backfilling our boreholes. 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.

## 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 observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Texas 811. We will consult with the landowner/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.

Due to the presence of nearby structures, Terracon proposes to subcontract with a private utility locating service. Fees associated with this service are included in our Scope of Services.

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 landowner/client of their responsibilities in identifying private underground utilities.

**Site Access:** Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm).

For the work scope of this cost estimate, we have budgeted for subcontracting traffic control services (signage and flagman) during our drilling and private utility location activities, which is anticipated to take up to three days total. This proposal is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (+/-) of our drill rig during our drilling activities. Alternatively, others could provide all required traffic control as a cost savings measure.

## 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 fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight
- Atterberg limits
- Percent finer than No. 200 sieve
- Unconfined compressive strength
- Water-soluble sulfate content

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

## Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Site and subgrade preparation
- Open-cut construction considerations for utilities
- Excavation considerations and temporary groundwater control
- Lateral and uplift pressures for the utilities
- Utility bedding and backfill considerations
- Trenchless utility construction considerations
- Recommended pavement options and design parameters

In addition to an emailed report, your project will also be delivered using our **Client Portal**. 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. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Cost estimate information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

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.



## 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:

Geotechnical Services	Lump Sum Fee <sup>1</sup>
Subsurface Exploration <sup>2</sup> , Laboratory Testing, Geotechnical Consulting and Reporting	\$15,400
Traffic Control for up to 3 days at \$2,700 per day	\$8,100
Private Utility Location Services per site visit. <sup>3</sup>	\$1,500
<b>TOTAL</b>	<b>\$25,000</b>

1. Proposed fees noted above are effective for 90 days from the date of the proposal.
2. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of \$1,250 would be invoiced per mobilization. A drill crew standby rate of \$275 per hour would be invoiced for unexpected delays. We anticipate the proposed field program to take approximately one day.
3. Private utility location services are estimated to be completed in a single site visit. If an additional site visit is needed to complete all utility locations, the visits will be billed according to the rate listed above.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, matting, 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.



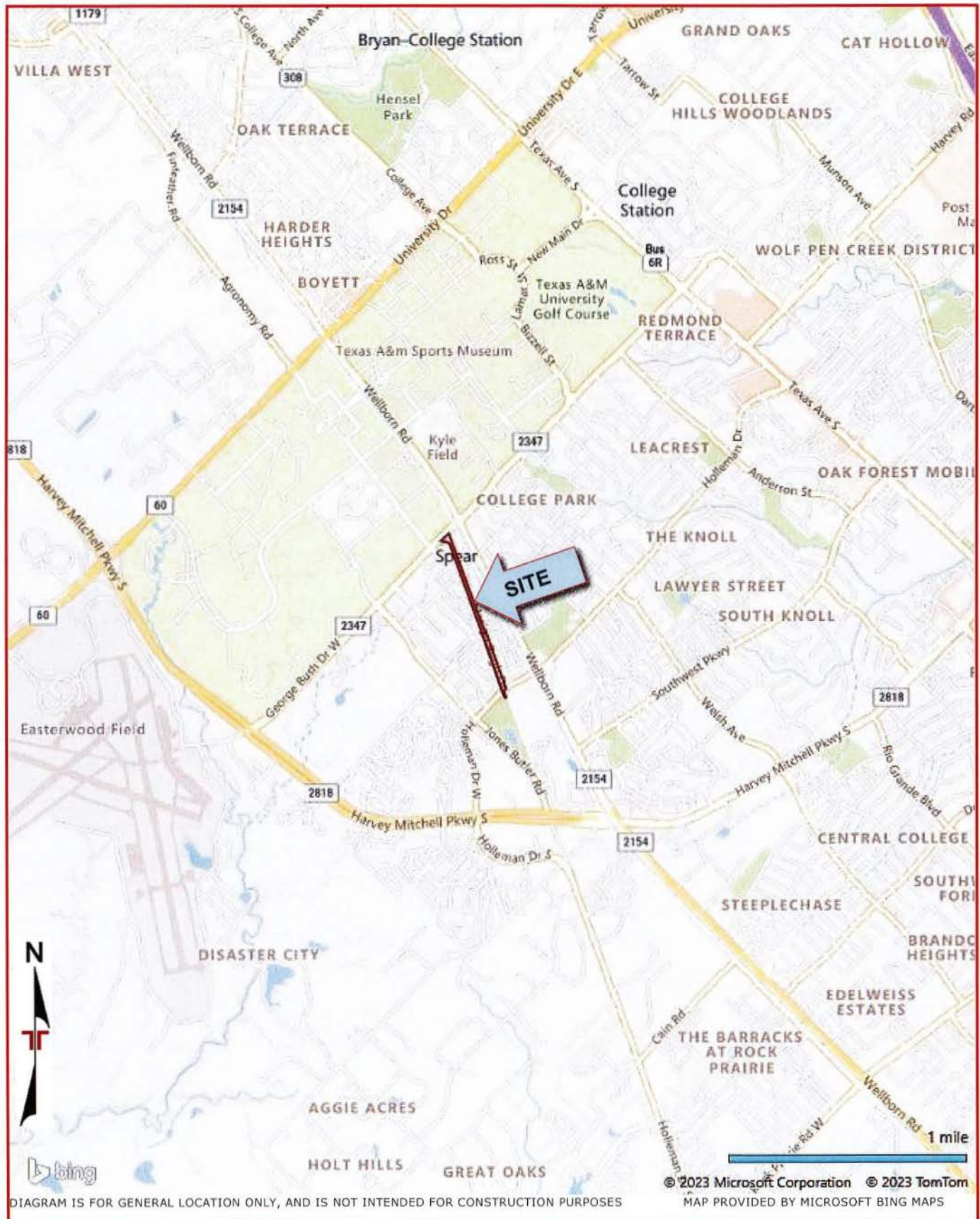
## Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule <sup>1, 2</sup>
Kickoff Call with Client	5 business days after notice to proceed
Field Work Mobilization	7 to 10 business days after notice to proceed
Site Characterization	12 business days after completion of field program
Geotechnical Engineering	20 business days after completion of field program

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.

### Exhibit D – Site Location





### Exhibit E – Anticipated Exploration Plan





## **Attachment C**

Terracon Proposal for Construction Materials Testing Services

**Fee Estimate**

Materials Services

Marion Pugh Rehab

Terracon Proposal No. PA1231079

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
<b>Utilities Density Testing</b>						
NICET/Sr. Engineering Technician	\$ 85.00	4.00	hours	20	80.00	\$6,800.00
Project Manager	\$ 150.00	0.25	hours	20	5.00	\$750.00
Nuclear Gauge (Equipment)	\$ 75.00	1.00	days	20	20.00	\$1,500.00
Vehicle Trip Charge	\$ 45.00	1.00	day	20	20.00	\$900.00
<b>Sub Total</b>						<b>\$9,950.00</b>
<b>Utilities Sample Pickup</b>						
ACI Field I Technician	\$ 75.00	2.00	hours	5	10.00	\$750.00
Project Manager	\$ 150.00	0.25	hours	5	1.25	\$187.50
Standard Proctor	\$ 150.00	1.00	tests	5	5.00	\$750.00
Atterberg Limits Determination (3	\$ 60.00	1.00	tests	5	5.00	\$300.00
Sieve Analysis (Washed over #200 :	\$ 35.00	1.00	tests	5	5.00	\$175.00
Unconfined Compressive Strength	\$ 300.00	1.00	tests	5	5.00	\$1,500.00
Vehicle Trip Charge	\$ 45.00	1.00	day	5	5.00	\$225.00
<b>Sub Total</b>						<b>\$3,887.50</b>
<b>Proof Rolling</b>						
NICET/Sr. Engineering Technician	\$ 85.00	3.00	hours	6	18.00	\$1,530.00
Project Manager	\$ 150.00	0.25	hours	6	1.50	\$225.00
Vehicle Trip Charge	\$ 45.00	1.00	day	6	6.00	\$270.00
<b>Sub Total</b>						<b>\$2,025.00</b>
<b>Lime-Treated Subgrade Density Testi</b>						
NICET/Sr. Engineering Technician	\$ 85.00	4.00	hours	6	24.00	\$2,040.00
Project Manager	\$ 150.00	0.25	hours	6	1.50	\$225.00
Standard Proctor	\$ -	0.00	tests	1	0.00	\$0.00
Nuclear Gauge (Equipment)	\$ 75.00	1.00	days	6	6.00	\$450.00
Lime Treated Subgrade Depth Chec	\$ 30.00	26.00	each	1	26.00	\$780.00
Vehicle Trip Charge	\$ 45.00	1.00	day	6	6.00	\$270.00
<b>Sub Total</b>						<b>\$3,765.00</b>
<b>Lime-Treated Subgrade Gradations &amp;</b>						
ACI Field I Technician	\$ 75.00	4.00	hours	6	24.00	\$1,800.00
Project Manager	\$ 150.00	0.25	hours	6	1.50	\$225.00
Standard Proctor	\$ 150.00	26.00	tests	1	26.00	\$3,900.00
Atterberg Limits Determination (3	\$ 60.00	26.00	tests	1	26.00	\$1,560.00
Lime Series	\$ 150.00	2.00	tests	1	2.00	\$300.00
pH Testing	\$ 35.00	26.00	tests	1	26.00	\$910.00
Sieve/Gradation	\$ 30.00	26.00	tests	1	26.00	\$780.00
Vehicle Trip Charge	\$ 45.00	1.00	day	6	6.00	\$270.00
<b>Sub Total</b>						<b>\$9,745.00</b>

## Fee Estimate

Materials Services  
Marion Pugh Rehab  
Terracon Proposal No. PA1231079

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
<b>Sidewalk Subgrade Density Testing</b>						
NICET/Sr. Engineering Technician	\$ 85.00	3.00	hours	10	30.00	\$2,550.00
Project Manager	\$ 150.00	0.25	hours	10	2.50	\$375.00
Nuclear Gauge (Equipment)	\$ 75.00	1.00	days	10	10.00	\$750.00
Vehicle Trip Charge	\$ 45.00	1.00	day	10	10.00	\$450.00
<b>Sub Total</b>						<b>\$4,125.00</b>
<b>Sidewalk Subgrade Sample Pickup</b>						
ACI Field I Technician	\$ 75.00	2.00	hours	2	4.00	\$300.00
Project Manager	\$ 150.00	0.25	hours	2	0.50	\$75.00
Standard Proctor	\$ 150.00	2.00	tests	2	4.00	\$600.00
Atterberg Limits Determination (3)	\$ 60.00	2.00	tests	2	4.00	\$240.00
Sieve Analysis (Washed over #200)	\$ 35.00	2.00	tests	2	4.00	\$140.00
Vehicle Trip Charge	\$ 45.00	1.00	day	2	2.00	\$90.00
<b>Sub Total</b>						<b>\$1,445.00</b>
<b>Site &amp; Paving Concrete Testing</b>						
NICET/Sr. Engineering Technician	\$ 85.00	4.00	hours	30	120.00	\$10,200.00
Project Manager	\$ 150.00	0.25	hours	30	7.50	\$1,125.00
Compressive Strength of 4" x 8" Cyl	\$ 75.00	70.00	tests	1	70.00	\$5,250.00
Vehicle Trip Charge	\$ 45.00	1.00	day	30	30.00	\$1,350.00
<b>Sub Total</b>						<b>\$17,925.00</b>
<b>Site &amp; Paving Concrete Sample Pickup</b>						
ACI Field I Technician	\$ 75.00	2.00	hours	30	60.00	\$4,500.00
Project Manager	\$ 150.00	0.25	hours	30	7.50	\$1,125.00
Vehicle Trip Charge	\$ 45.00	1.00	day	30	30.00	\$1,350.00
<b>Sub Total</b>						<b>\$6,975.00</b>
<b>Proposal, Project Setup &amp; Onsite Me</b>						
Project Manager	\$ 150.00	40.00	hours	1	40.00	\$6,000.00
<b>Sub Total</b>						<b>\$6,000.00</b>
<b>Total</b>						<b>\$65,842.50</b>

## **Attachment D**

Plant People LLC, Proposal for Tree Services

# **Marion Pugh Rehab Project**

**PREPARED FOR:**

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

**July 5, 2023**

**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 9662 College Station, TX 77842 – Office 979.224.3916 – Fax 979.693.3740

## Summary of Proposals

Client:	Binkley & Barfield	Date:	July 5, 2023
Mailing Address:	1701 Southwest Parkway Suite 111 College Station, TX 77840	Arborist:	Jeff Lehde
Contact #:	Eleanor R. Rivera (979) 703-1809	License #:	TX1113B
		erivera@binkleybarfield.com	

Work Location: Marion Pugh Street, College Station, TX

### Proposal Summary

<b>Tree Inventory</b>	<b>\$ 1,800.00</b>
<b>Design Phase</b>	<b>\$10,140.00</b>
<b>Construction Phase</b>	<b>\$14,690.00</b>

**Total \$ 26,630.00\***

\_\_\_\_\_  
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 9662 College Station, TX 77842 – Office 979.224.3916 – Fax 979.693.3740

## Proposal

Client:	Binkley & Barfield	Date:	July 5, 2023
Mailing Address:	1701 Southwest Parkway Suite 111 College Station, TX 77840	Arborist:	Jeff Lehde
Contact #:	Eleanor R. Rivera (979) 703-1809	License #:	TX1113B
		erivera@binkleybarfield.com	

Work Location: Marion Pugh Street, College Station, TX

### Tree Inventory

Collect tree data for approximately 100 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.

\$ 1,800.00

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

**Total \$ 1,800.00\***

\_\_\_\_\_  
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 9662 College Station, TX 77842 – Office 979.224.3916 – Fax 979.693.3740

## Proposal

Client:	Binkley & Barfield	Date:	July 5, 2023
Mailing Address:	1701 Southwest Parkway Suite 111 College Station, TX 77840	Arborist:	Jeff Lehde
Contact #:	Eleanor R. Rivera (979) 703-1809	License #:	TX1113B
		erivera@binkleybarfield.com	

Work Location: Marion Pugh Street, College Station, TX

### Design Phase Work Scope

<b>Public Meetings</b> – Attend two 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 2 meetings)	\$ 1,040.00
<b>PS&amp;E</b> – Review initial alignment plans and attend on site meetings to discuss installation impacts and tree preservation requirements.	\$ 2,080.00
<b>60% 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.	\$ 3,120.00
<b>90% Project Review</b> – Attend on site meetings to discuss recommendations in 60% design review and resolve any conflicts related to tree protection recommendations.	\$1,040.00
<b>Technical Drawings &amp; Specifications</b> – Provide tree protection treatment drawings and specifications for this project. (Binkley & Barfield will format drawings for the plans).	\$ 1,560.00
<b>Budget Estimate</b> – Provide budget estimates for tree protection/treatment recommendations.	\$ 650.00
<b>Final Review</b> – Review any City comments and provide finalized tree protection measures, special specifications, and cost estimates.	\$ 650.00

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

**Total \$ 10,140.00\***

\_\_\_\_\_  
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 9662 College Station, TX 77842 – Office 979.224.3916 – Fax 979.693.3740

## Proposal

Client:	Binkley & Barfield	Date:	July 5, 2023
Mailing Address:	1701 Southwest Parkway Suite 111 College Station, TX 77840	Arborist:	Jeff Lehde
Contact #:	Eleanor R. Rivera (979) 703-1809	License #:	TX1113B
		erivera@binkleybarfield.com	

Work Location: Marion Pugh Street, College Station, TX

### Construction Phase Work Scope

<b>Attend Pre-Bid Meeting.</b>	\$ 520.00
<b>Attend Pre-Construction Meeting.</b>	\$ 520.00
<b>Submittal Review</b> – Review tree protection submittals from Contractor and provide feedback to Design firm.	\$ 650.00
<b>Site Consultation</b> – Meet with contractor during the construction phase monthly, or as requested to address construction conflicts with tree preservation requirements.	\$ 6,240.00
<b>Weekly Site Inspections</b> – Provide 26 bi-weekly site inspections for compliance with required tree preservation measures.	\$ 6,760.00

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

**Total \$ 14,690.00\***

\_\_\_\_\_  
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**

### **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

January 2022

**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 consists of the following:
  - a. Complete set of construction documents (Architectural/Civils/Mechanical/Specifications), all in electronic pdf content, less than 30mb per submittal.
  - b. A check made out to EDDIE HARE-ACCESSIBILITY SPECIALIST (see the fee schedule below) \*\* or use the credit card payment option. (Ask for a credit card authorization form).
  - c. Please submit project registration or the completed registration form for us to register for you, 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 @ <https://www.tdlr.texas.gov>

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	\$350.00	\$400.00
\$200,000.00-499,999.00	\$175.00	\$450.00	\$450.00
\$500,000.00-999,999.00	\$175.00	\$500.00	\$500.00
\$1,000,000.00-4,999,999.00	\$175.00	\$600.00	\$600.00
\$5,000,000.00-9,999,999.00	\$175.00	\$650.00	\$650.00
\$10,000,000.00-14,999,999.00	\$175.00	\$750.00	\$750.00
\$15,000,000.00-24,999,999.00	\$175.00	\$850.00	\$850.00
Over \$25,000,000.00	\$175.00	\$950.00	\$950.00

**(the registration fee is paid to TDLR and is not refundable)**

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-2-hours min., plus expenses. Preliminary Plan Review or an Accessibility Survey or a Plan Revision Review is also \$175.00 an hour-2-hour min., plus expenses and/or travel.

**If urgent attention is needed, please call my mobile# 979-820-0149. You may reach us via e-mail at: [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**  
<https://www.tdlr.texas.gov> or email [techinfo@tdlr.texas.gov](mailto:techinfo@tdlr.texas.gov)

*THE REVIEW OF DOCUMENTS AS CONTRACT DOCUMENTS AND FIELD INSPECTIONS, BY THIS REGISTERED ACCESSSIBILITY 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*

**EXHIBIT B  
PAYMENT TERMS**

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

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

**-OR-**

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

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

Schedule of Payment for each phase:

Total Project Fee per attached proposal...\$ 709,136.00

**EXHIBIT C**  
**CERTIFICATE(S) OF INSURANCE**

Contract No. 23300449  
A&E Professional Services with Construction  
Form 3-06-2023





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# Additional Insured – Owners, Lessees Or Contractors – Completed Operations

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO872027300

Effective Date: 06.30.2023

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO872027300

Effective Date: 06.30.2023

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO872027300	6.30.2023	6.30.2024	6.30.2023			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:**

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

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

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



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



# Coverage Extension Endorsement

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. BAP872027400

Effective Date: 6.30.2023

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form  
Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

#### **D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

#### **E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

#### **F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

#### **G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

#### **H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

##### **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### **I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Personal Effects Coverage**

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### **J. Tapes, Records and Discs Coverage**

- 1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

#### **K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

#### **L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **M. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

##### **Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

#### **N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

#### **O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**W. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.





# Blanket Notification To Others Of Cancellation

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO872027300

Effective Date: 06.30.2023

This endorsement modifies insurance provided under the:

## **Commercial General Liability Coverage Part**

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
1. Must be initially provided to us within 15 days:
    - a. After the beginning of the policy period shown in the Declarations; or
    - b. After this endorsement has been added to policy;
  2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
  3. Must be in an electronic format that is acceptable to us; and
  4. Must be accurate.
- Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.**, **3.** and **4.** above.
- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
1. Extend the Coverage Part cancellation date;
  2. Negate the cancellation; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

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

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

Endorsement	Effective Policy No. WC872027200	Endorsement No.
Insured DCCM LLC		Premium \$

Insurance Company	Countersigned by _____
Zurich American Insurance Company	

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—  
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 06.30.2023 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC872027200 Endorsement No.

of the Zurich American Insurance Company (NAME OF INSURANCE COMPANY)

issued to DCCM LLC

Premium (if any) \$ \_\_\_\_\_  
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**  
**Blanket Waiver of Subrogation**

**Job Description**

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

Name of person or organization

( X ) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

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

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

Endorsement Effective 06.30.2023  
Insured

Policy No. WC872027200

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

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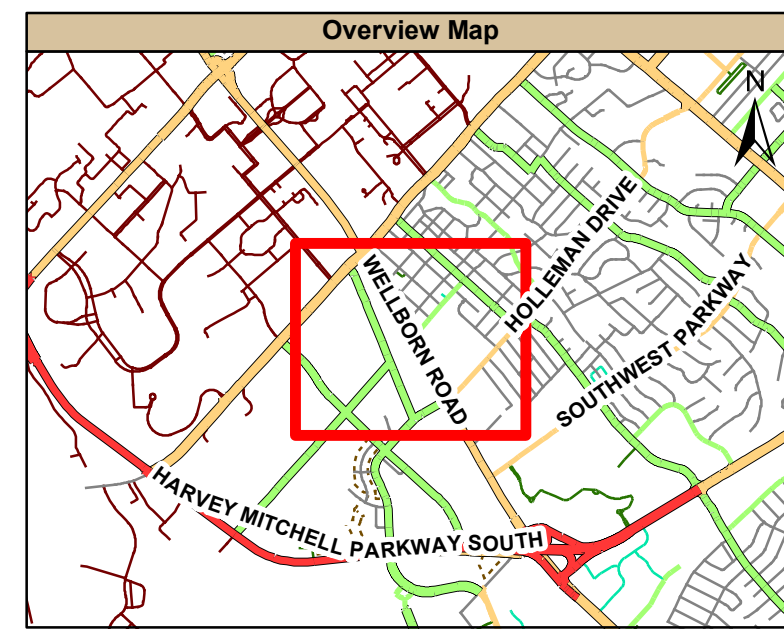
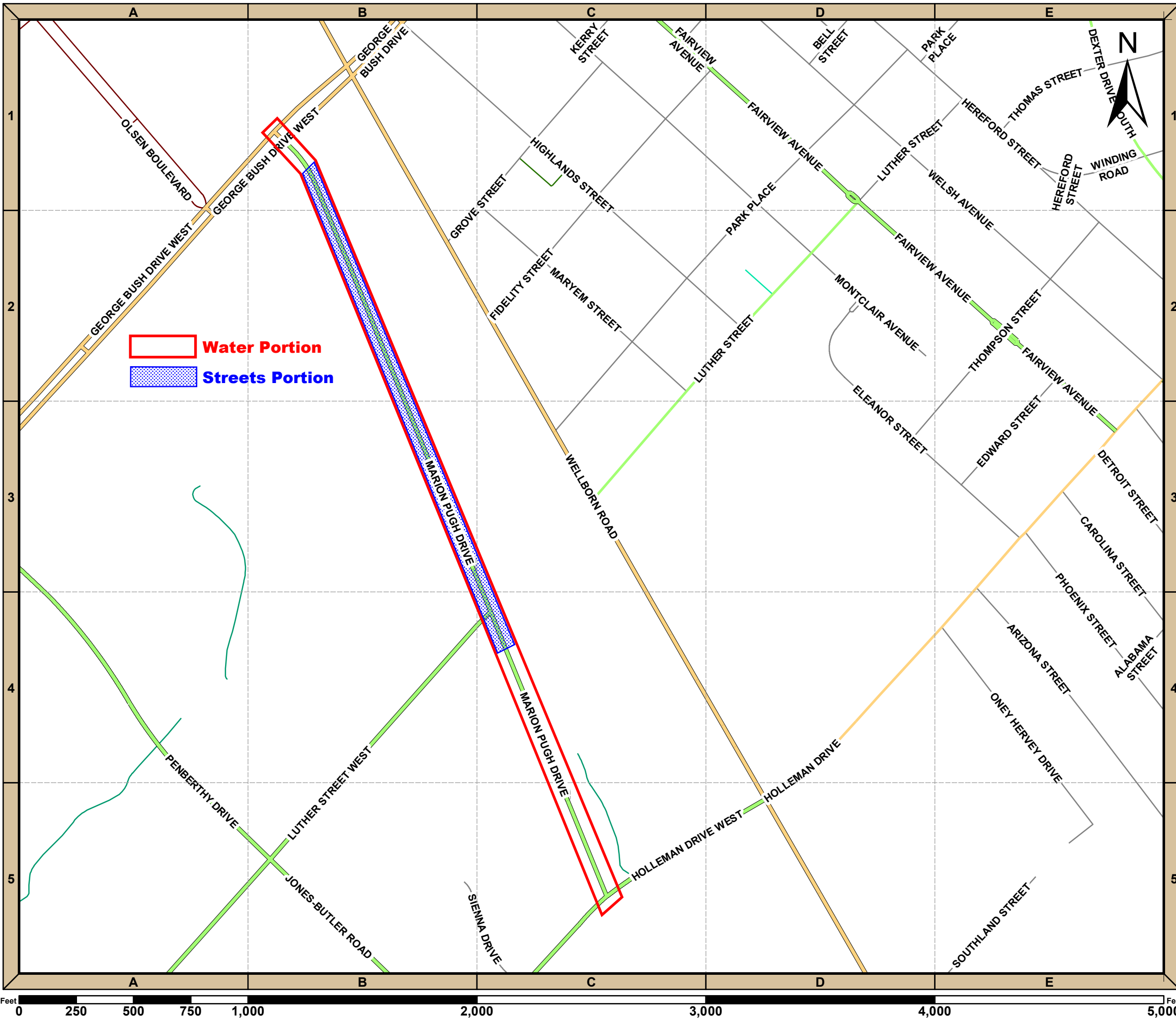
# Project Location Map Marion Pugh Luther St to George Bush Dr ST1902 WA2301

## Legend

- Streets**
- Functional Classification**
- MAJOR ARTERIAL
  - MAJOR COLLECTOR
  - MINOR ARTERIAL
  - MINOR COLLECTOR
  - LOCAL STREET
  - PRIVATE STREET
  - TAMU
  - ACCESS ROADS
  - Trail

 **Water Portion**

 **Streets Portion**



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