

June 26, 2025

Item No. 6.7.

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

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

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

This project involves the design and construction of three new water wells and a collection line in the well field. Each well will have a pumping capacity of 3,300 gpm and will be operated using a Motor Control Cabinet, Variable Frequency drive, and a generator for backup power. The project will also include the construction of internal access roads and power distribution. The project will also build approximately 12,000 linear feet of collection line between the three wells and the tie-in point along Sandy Point Road. Coordination with BTU, Union Pacific and TXDOT is needed for power, access, and utility work. Land acquisition will be needed for easements.

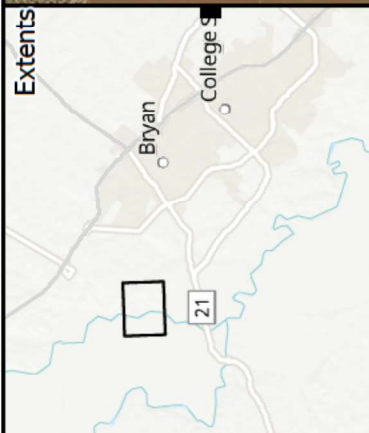
Garney Construction will provide pre-construction services (constructability reviews, materials coordination, cost estimating, etc.) during the design phase. Garney will also provide construction phase services. Construction will be bid out through the CMAR and presented to City Council for approval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

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

Attachments:

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

Wells 10,11,12 and Collection Line



 Project Location
 Streets





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

CONTRACT & AGREEMENT ROUTING FORM

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

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

Name of Contractor: Garney Companies, Inc

CONTRACT TOTAL VALUE: \$ 6,895,977.28 **Grant Funded** Yes No
If yes, what is the grant number:

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

NEW CONTRACT **RENEWAL #** _____ **CHANGE ORDER #** 2 **OTHER** _____

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

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

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

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

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

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

Signature Page Immediately Follows

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

Submittal Letter, Executive Summary, and Supporting Documents
G GARNEY

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

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

06/06/2025

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

Mr. Rhodes-

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

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

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

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

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

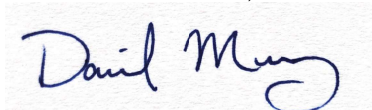
These plans and specifications were not final at the time of procurement and were intended for the sole purpose of early procurement of the above referenced items. It is both possible and likely that design revisions will be made as the project progresses from the 50% Design through Final Design for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

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

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

Sincerely,

GARNEY COMPANIES, INC.



Daniel Murray
Senior Project Manager
Garney Companies, Inc.

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

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

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

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

Project No. CCL24267



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cstx.gov

Recommendation #2
COCS Bid Package 1.00
Work Procurement

Tab-1 – Executive Summary



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

06/06/2025

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

Mr. Rhodes,

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

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

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

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

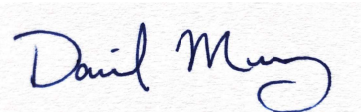
The scopes included in this recommendation includes the above materials and construction services as identified in the plans and specifications made available to Garney for the purpose of procurement as well as the assumptions/clarifications provided as an attachment hereto. These plans and specifications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

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

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

Sincerely,

GARNEY COMPANIES, INC.



Daniel Murray
Senior Project Manager
Garney Companies, Inc.

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

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

Project No. CCL24267



CITY OF COLLEGE STATION

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cstx.gov

CMAR Recommendation #2
COCS Bid Packages 1.00
Work Procurement

Tab-2 Contract Documents



Tab 2 – Contract Documents per Bid Package #1.00

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

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

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

To access the Bid Package 01 Contract Documents:

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

Exhibit "A-2" - Cost Summary

CMAR Recommendation No. 02

6/6/2025 4:16 PM

Water Wells 10, 11, 12 and Collection Line 6/6/25 3:56 PM

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

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

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

Exhibit "A-3" - Plans

ISSUED FOR BID
 THIS DOCUMENT IS RELEASED FOR THE
 PURPOSE OF BIDDING AND SHALL BE
 RETURNED TO THE CITY OF COLLEGE
 STATION, TEXAS, IMMEDIATELY UPON
 COMPLETION OF THE PROJECT.
 IT IS NOT TO BE REPRODUCED OR
 TRANSMITTED IN ANY FORM OR BY
 ANY MEANS, ELECTRONIC OR MECHANICAL,
 INCLUDING PHOTOCOPYING, RECORDING,
 OR BY ANY INFORMATION STORAGE AND
 RETRIEVAL SYSTEM.

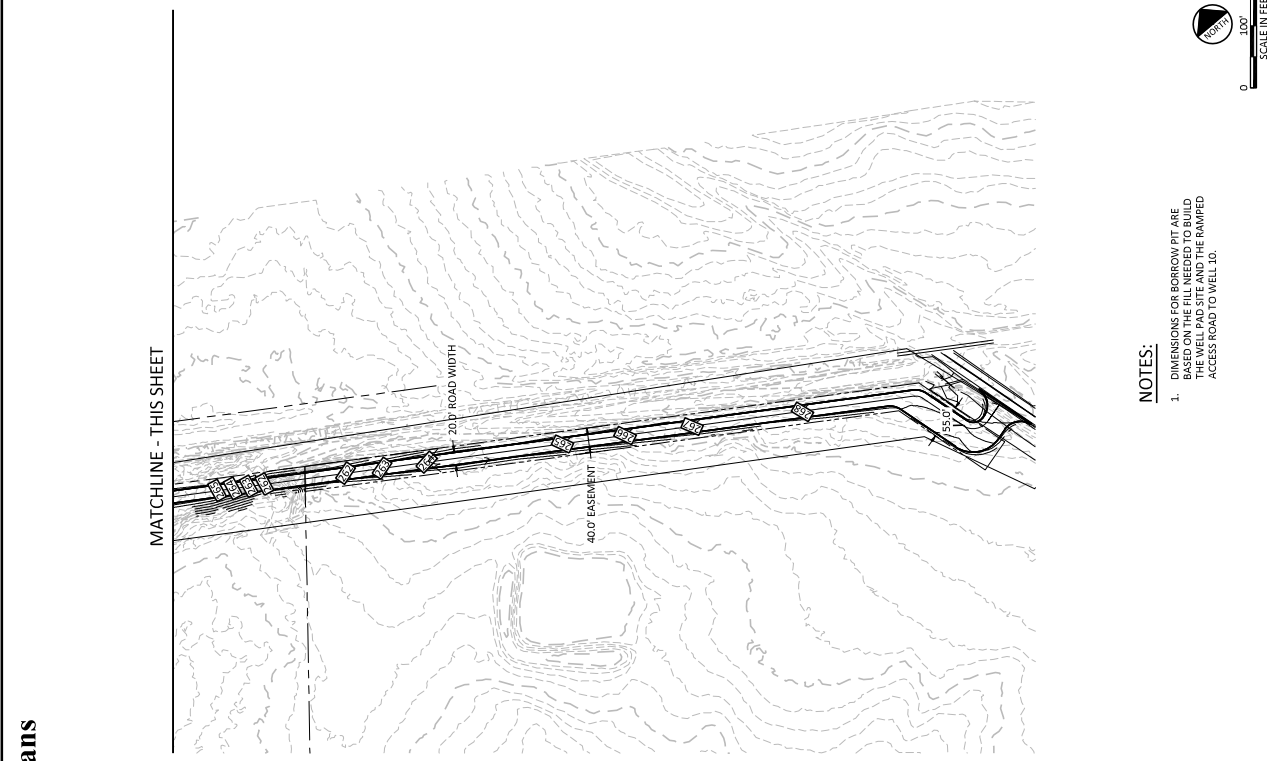
FREES ENGINEERS
 101 S. Locust Street, Suite 202
 Denton, Texas 76201
 Phone: (940) 222-8340
 Web: www.freese.com

WELLS 10, 11, 12 AND COLLECTION PIPELINE
 CIVIL
WELL 10 GRADING PLAN

| NO. | DATE | BY | DATE | REVISION |
|-----|----------|-----|------|----------|
| 1 | FEB 2025 | BMB | | DESIGNED |
| 2 | FEB 2025 | BMB | | APPROVED |
| 3 | MAY 2025 | BMB | | APPROVED |
| 4 | MAY 2025 | BMB | | APPROVED |

CV-111-PL-GRAD.dwg

SEC. 16 OF 109
 SHEET C-3



NOTES:
 1. DIMENSIONS FOR BORROW PIT ARE BASED ON THE FILL NEEDED TO BUILD THE RAMPED ACCESS ROAD TO THE RAMPED ACCESS ROAD TO WELL 10.

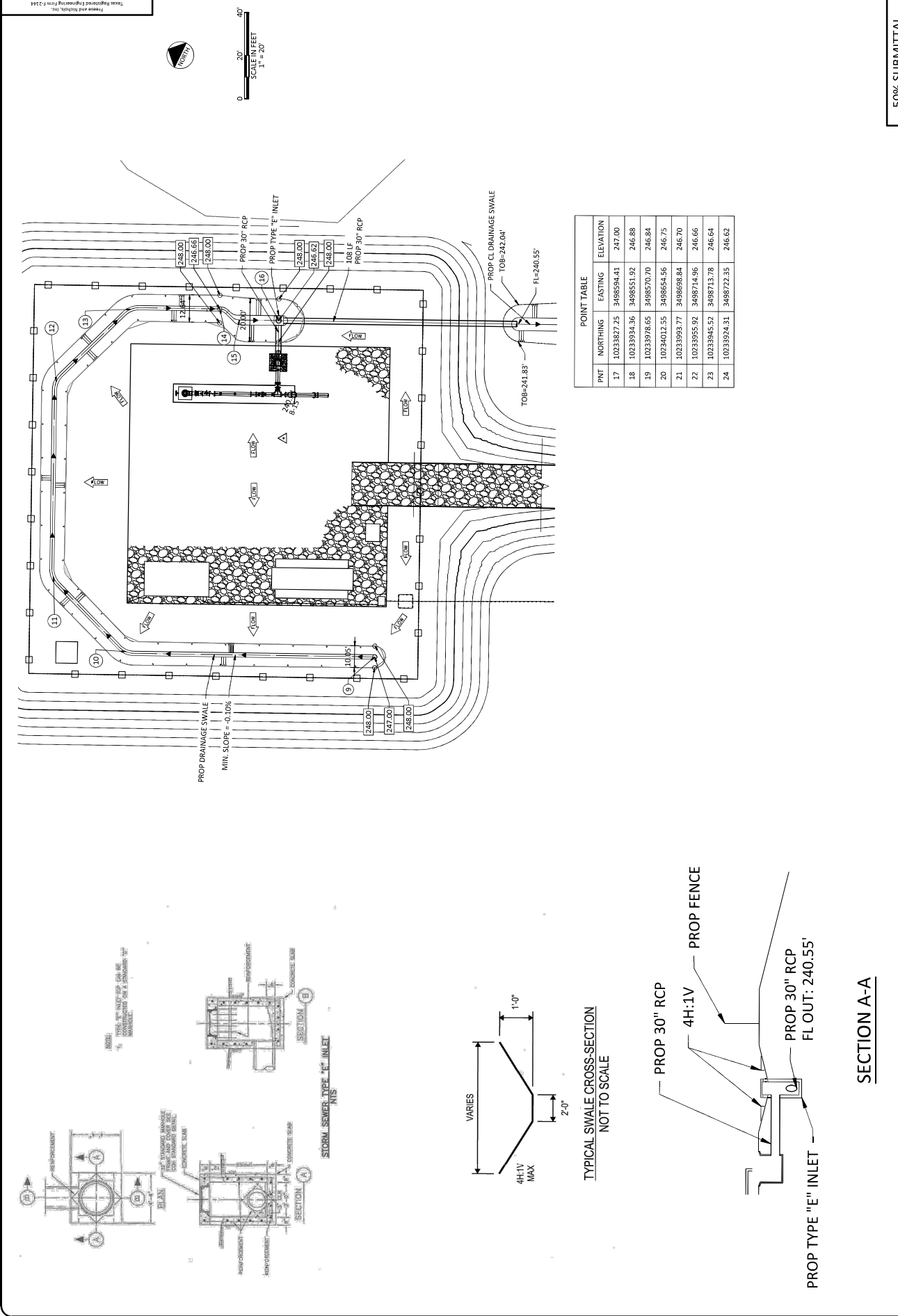
1 WELL 10 GRADING PLAN
 1"=100'

| | | |
|-----|-------|------|
| NO. | ISSUE | DATE |
| 1 | ISSUE | DATE |
| 2 | ISSUE | DATE |
| 3 | ISSUE | DATE |
| 4 | ISSUE | DATE |
| 5 | ISSUE | DATE |
| 6 | ISSUE | DATE |
| 7 | ISSUE | DATE |
| 8 | ISSUE | DATE |
| 9 | ISSUE | DATE |
| 10 | ISSUE | DATE |
| 11 | ISSUE | DATE |
| 12 | ISSUE | DATE |
| 13 | ISSUE | DATE |
| 14 | ISSUE | DATE |
| 15 | ISSUE | DATE |
| 16 | ISSUE | DATE |
| 17 | ISSUE | DATE |
| 18 | ISSUE | DATE |
| 19 | ISSUE | DATE |
| 20 | ISSUE | DATE |
| 21 | ISSUE | DATE |
| 22 | ISSUE | DATE |
| 23 | ISSUE | DATE |
| 24 | ISSUE | DATE |

CITY OF COLLEGE STATION, TEXAS
WELLS, 10, 11, 12 AND COLLECTION PIPELINE
WELL SITE 12 DRAINAGE PLAN
CIVIL

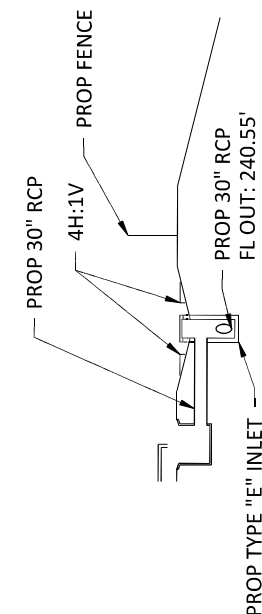
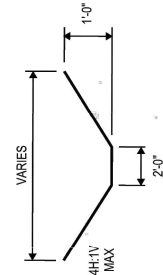
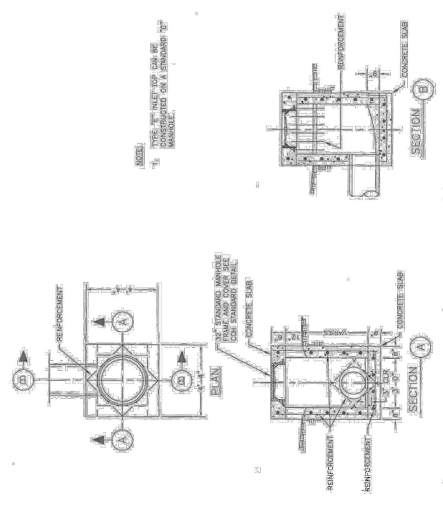
10497 Town and Country Way,
Suite 500
Houston, Texas 77024
Phone: (713) 600-6800
FAX: (713) 600-6801
WWW.FREES&FINCHOLLS.COM

Freese and Fincholls, Inc.
Professional Engineering Firm 72344
Texas Registered Professional Engineer



POINT TABLE

| PNT | NORTHING | EASTING | ELEVATION |
|-----|-------------|------------|-----------|
| 17 | 10233827.25 | 3498594.41 | 247.00 |
| 18 | 10233994.36 | 3498551.92 | 246.88 |
| 19 | 10233978.65 | 3498570.70 | 246.84 |
| 20 | 10234012.55 | 3498654.56 | 246.75 |
| 21 | 10233993.77 | 3498696.84 | 246.70 |
| 22 | 10233995.92 | 3498714.96 | 246.66 |
| 23 | 10233945.52 | 3498713.78 | 246.64 |
| 24 | 10233994.31 | 3498722.35 | 246.62 |



SECTION A-A

50% SUBMITTAL
 SHEET # OF 109
 G-7

| NO. | DATE | BY | DATE | DESCRIPTION |
|-----|------------|----|------|-------------------|
| 01 | 02/10/2025 | | | ISSUED FOR PERMIT |
| 02 | 02/10/2025 | | | REVISION |
| 03 | 02/10/2025 | | | REVISION |
| 04 | 02/10/2025 | | | REVISION |
| 05 | 02/10/2025 | | | REVISION |
| 06 | 02/10/2025 | | | REVISION |
| 07 | 02/10/2025 | | | REVISION |
| 08 | 02/10/2025 | | | REVISION |
| 09 | 02/10/2025 | | | REVISION |
| 10 | 02/10/2025 | | | REVISION |

SURVEY CONTROL

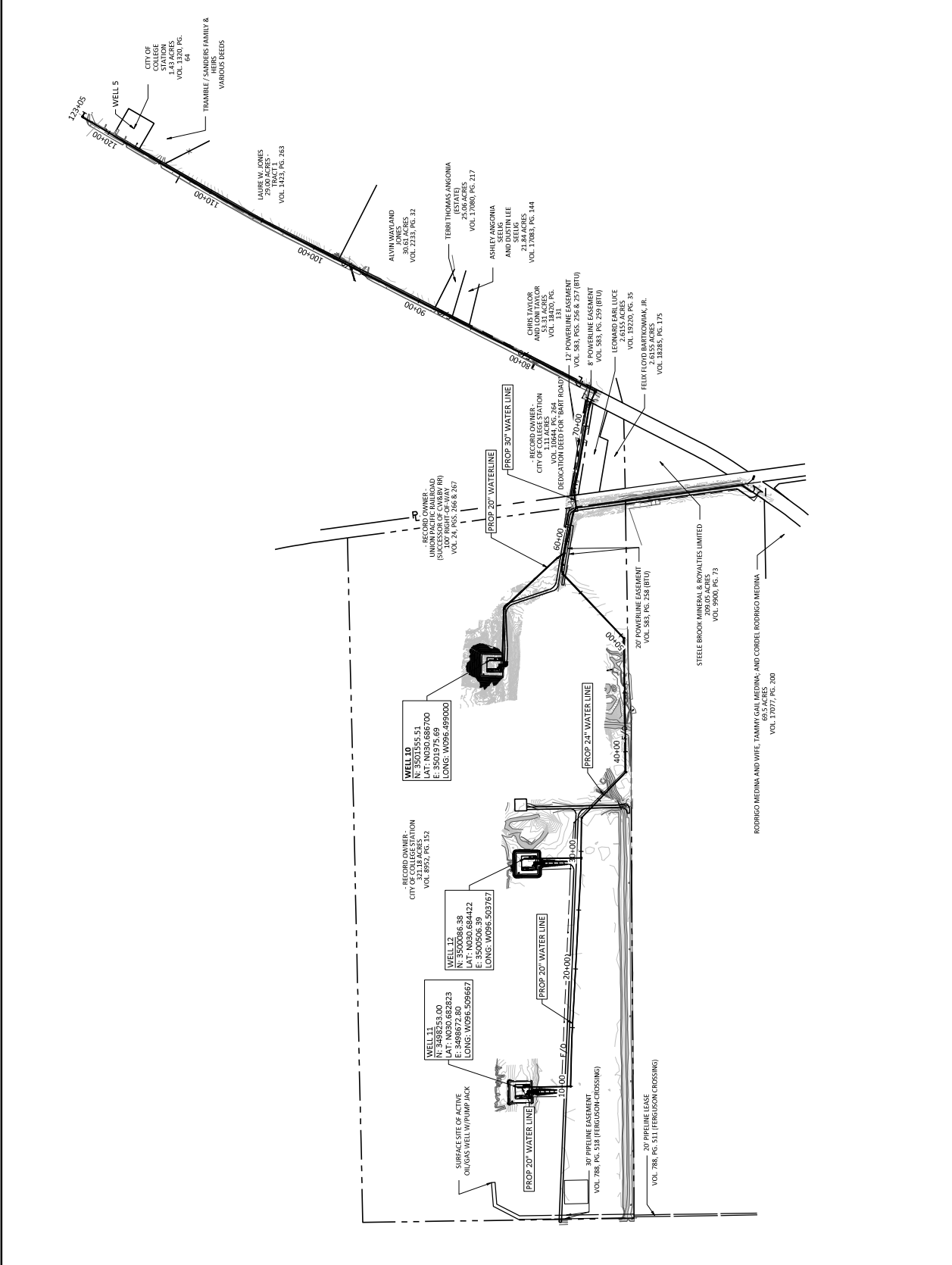
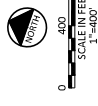
GENERAL

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

FREES ENGINEERS
 10497 Town and Country Way,
 Houston, Texas 77034
 Phone: (713) 600-6800
 Web: www.frees.com

NOT FOR CONSTRUCTION
 THIS DOCUMENT IS VALID FOR THE
 PURPOSES OF PERMITTING ONLY AND
 IS NOT TO BE USED FOR CONSTRUCTION
 OR AS EVIDENCE OF ANYTHING
 UNLESS OTHERWISE SPECIFIED
 IN THE PERMITTING PROCESS

Freese and Aldrich, Inc.
 Texas Registered Engineering Firm 2344





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

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

ADDENDUM No. 1

May 7th, 2025

TO BIDDER OF RECORD:

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

FRONT END SPECIFICATIONS:

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

TECHNICAL SPECIFICATIONS:

1. 31 34 19.13 'Geogrid Soil Reinforcement'.

PLAN SHEETS:

1. None.

ATTACHMENTS:

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

CIVCAST UPLOADS:

1. Addenda No. 1 containing all documents herein.

END OF ADDENDA

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

Project No. CCL24267



CITY OF COLLEGE STATION
*Home of Texas A&M University**
cstx.gov

CMAR Recommendation #2
COCS Bid Packages 1.00
Work Procurement

Assumptions and Exclusions



Tab 3 – Description of Variations, Substitutions Proposed

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

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

3. **Value Analysis**

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

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

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

Exhibit 'A-6" - ROW Clearing

| COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 1.00 - SOV 1.03 - Clearing | | ENTIRE PROJECT LIMITS - ACCESS ROAD, WELL SITES, COLLECTION PIPELINE | | | |
|--|---|--|-----------------|-------------------------------|----------------------|
| Item | Description | Quantity | Units | Unit Price | Extension |
| 1.00 | Mobilization and Demobilization | 1.00 | Lump Sum | \$ 10,500.00 | \$ 10,500.00 |
| 2.00 | Right of Way Clearing and Grubbing (Leave Mulch in Place Specification 31-11-00) * Pricing to include all site mobilizations to clearing locations * Pricing to include all well collection, pipeline, access roads, well sites including test well, borrow pits and on site improvement areas (Item cutting and drainage ditches/swales) * 200' x 200' office location to be included | 1.00 | Lump Sum | \$ 178,125.00 | \$ 178,125.00 |
| 3.00 | Right of Way Clearing and Grubbing (Leave Mulch in Place Specification 31-11-00) - CSU OHE Power pole Clearing, Ref: SHT E-3 * Pricing to include all site mobilizations to clearing locations - assume additional 20' swath for OHE easement clearing | 1.00 | Lump Sum | \$ 14,645.00 | \$ 14,645.00 |
| 4.00 | Additional Migratory Bird Treaty Act (MBTA) Survey - Environmental Survey prior to clearing (March 15th to September 15th) | 12.00 | Survey/Week | \$ 5,035.00 | \$ 60,420.00 |
| 5.00 | Installation of Barrier Fence at Archeological and Environmentally sensitive areas | 100.00 | Linear Feet | \$ 15.00 | \$ 1,500.00 |
| 6.00 | Temporary Gate Installation and Fence Repairs for Easement Access | 1.00 | Lump Sum | \$ 8,750.00 | \$ 8,750.00 |
| TOTAL BASE BID: | | 1.00 | Lump Sum | TOTAL: | \$ 273,940.00 |
| EW1 | Adder per Additional Clearing as Directed by CMAR | Per Each | Acre | \$ 5,075.00 | TBD |
| EW2 | Adder per Disposal of Clearing Debris Offsite | Per Each | Acre | \$ 15,000.00 | TBD |
| EW3 | Adder per Relocates as Requested by CMAR | Per Each | Each Relocate | \$ 6,500.00 | TBD |
| EW4 | Additional Barrier Fence for Archeological and Environmentally Sensitive Areas | 20.00 | Linear Feet | \$ 15.00 | \$ 300.00 |
| EW5 | Additional Migratory Bird Treaty Act (MBTA) Survey - Environmental Survey prior to Clearing (March 15th to September 15th) | 1.00 | Each Survey | \$ 5,035.00 | \$ 5,035.00 |
| EW6 | Bonds: Performance and Payment | 1.00 | Lump Sum | \$ 3,050.00 | \$ 3,050.00 |
| Allow1 | Special Easement Conditions Allowance | 1.00 | Lump Sum | \$ 50,000.00 | \$ 50,000.00 |
| TOTAL EXTRA WORK ITEMS: | | 1.00 | Lump Sum | TOTAL: | \$ 58,385.00 |
| TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK ITEMS): | | 1.00 | Lump Sum | TOTAL: | \$ 332,325.00 |
| Contractor "Write-In" | Confirm Estimated Duration and Acreage of Clearing for Access Roads, Well Pads, Ditches/Swales and Office Pad (City Property - Base Bid) | 7 | Working Shifts | 28.5 | Acres |
| Contractor "Write-In" | Confirm Estimated Duration and Acreage for Clearing of ROW for Well Collection and Pipeline (Base Bid) | 2 | Working Shifts | 2.1 | Acres |
| Contractor "Write-In" | Confirm anticipated Duration and Acreage for Clearing of ROW for Well Collection and Pipeline (Base Bid) | 3 | Working Shifts | 4.5 | Acres |
| Notes: | | | | | |
| <ul style="list-style-type: none"> * Bidder's shall submit Technical Proposal in accordance with the bid documents. * Project approach shall at a minimum include list of similar projects, proposed key personnel, equipment, and overall project approach. * This is by all intents considered a "Unit Price Proposal". All Quantities herein are approximate. * The CMAR makes no guarantees regarding final quantities. * Final contract amount will be determined based on the actual quantities of work completed and extended at the agreed upon unit prices. * All Mobilizations required to execute the scope of work are to be captured under the Bid Item 1.00. * Notice to Proceed is contingent upon Texas Historical Commission archeological study approval. * Contractor to be held responsible for damages to the CMAR provided BMP's * Bidder understands CMAR Directed Construction Sequence: Beginning with Access Road Clearing at Station 40+12 to Station 36+00, then the Test Well Access Road Clearing followed by the Test Well Pad then followed by the Access Road Clearing and Pad Site Clearings for Wells 11 and 12 and office pad - once these are constructed, the Bidder may perform the remainder of work at their discretion. | | | | | |
| Each bidder shall submit one (1) hard copy of SOV and one (1) digital copy of SOV in excel format as specified in Instructions to Bidders. | | | | | |
| Company: | | | | Cold Creek Construction, Ltd. | |

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

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

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

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

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

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

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

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

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

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

INCREASE PENALTY RIDER

BOND NO. 30236819/ 674224407

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

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

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

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

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

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

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

Garney Companies, Inc.

PRINCIPAL

BY



BW

William D. Williams, Executive Vice President

The Continental Insurance Company/ Liberty Mutual Insurance Company

SURETY

BY



K. Zerounian, ATTORNEY-IN-FACT

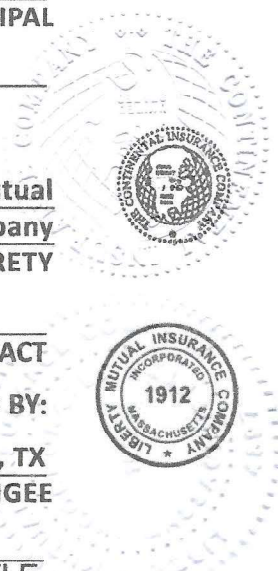
THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

City of College Station, TX

OBLIGEE

By _____

TITLE



ACKNOWLEDGMENT

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

State of California
County of San Francisco)

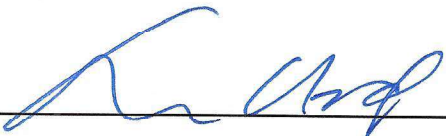
On JUNE 26, 2025 before me, M. Moody, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



The Continental Insurance Company,

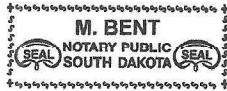
Larry Kasten

Larry Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

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



My Commission Expires March 2, 2026

M. Bent

M. Bent

Notary Public

CERTIFICATE

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



The Continental Insurance Company

D. Johnson

D. Johnson

Assistant Secretary

Authorizing By-Laws and Resolutions

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

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

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

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

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

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

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

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

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

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



POWER OF ATTORNEY

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

Certificate No: 8213019 - 024125

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

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

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



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

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

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

State of PENNSYLVANIA
County of MONTGOMERY SS

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

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



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

By: [Signature]
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

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



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

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