

**July 24, 2025**

**Item No. 7.3.**

**City-wide Sidewalks and Shared Use Paths Project Design Contract**

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

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a Design Contract with Colliers Engineering & Design for the Citywide Sidewalks and Shared-use Paths Project design for \$849,049.39.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

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

**Summary:** This project includes the city-wide sidewalk extensions and connections of high priority sidewalks near College Station ISD schools and the Texas A&M University Campus. The project also includes the Bee Creek Tributary B shared use path extension, the Bee Creek Trail shared use path extension, and the Spring Creek Trail Phase 4 shared use path.

The City of College Station received 5 Statements of Qualifications (SOQ). After the review process, 2 firms were interviewed. Colliers Engineering & Design was selected as the most qualified firm for the project.

**Budget & Financial Summary:** A combined budget of \$5,750,000 is included for these projects in the Streets Capital Improvement Projects Fund. A combined total of \$6,271.83 has been expended or committed to date, leaving a combined balance of \$5,743,728.17 for this design contract and future costs.

**Attachments:**

1. Citywide Sidewalks Design Vendor Signed Contract
2. Citywide Sidewalks Map



# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300583 PROJECT #: ST2502-2505 BID/RFP/RFQ#: RFQ 25-028

**Project Name / Contract Description:** Sidewalks and Shared Use Paths

**Name of Contractor:** Colliers Engineering & Design

**CONTRACT TOTAL VALUE:** \$ 849,049.39 **Grant Funded** Yes  No   
If yes, what is the grant number:

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

**NEW CONTRACT**  **RENEWAL #** \_\_\_\_\_  **CHANGE ORDER #** \_\_\_\_\_  **OTHER** \_\_\_\_\_

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

Received 5 Statements of Qualifications for AE Design Services. Colliers Engineering & Design was found to be the most qualified.

A combined budget of \$5,750,000 is included for these projects in the Streets Capital Improvement Projects Fund. A combined total of \$6,271.83 has been expended or committed to date, leaving a combined balance of \$5,743,728.17 for the contract and future expenses.

(If required)\*  
**CRC Approval Date\*:** 6/10/25 **Council Approval Date\*:** 7/24/25 **Agenda Item No\*:** \_\_\_\_\_

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

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

**SIGNATURES RECOMMENDING APPROVAL**

Jennifer Cain 7/1/2025  
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

\_\_\_\_\_  
ASST CITY MGR – CFO DATE

\_\_\_\_\_  
LEGAL DEPARTMENT DATE

**APPROVED & EXECUTED**

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

N/A  
MAYOR (if applicable) DATE

N/A  
CITY SECRETARY (if applicable) DATE

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

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

**ARTICLE I  
SCOPE OF SERVICES**

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

Sidewalk and Shared used Paths Project # ST2502, ST2503, ST2504, ST2505.

**ARTICLE II  
PAYMENT**

**2.01** In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed Eight Hundred Forty-Nine Thousand Forty-Nine and 39/100 Dollars (\$849,049.39).

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

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

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

- (a) Conceptual Design: see below **calendar days** after the authorization to commence planning.

- (b) Preliminary Design: see below **calendar days** after authorization to commence PPD.
- (c) Final Design: see below **calendar days** after authorization to commence final design.

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

Design Days - Schedule

Survey and 30% Documents- 119 days

60% Documents- 56 days

90% Documents- 42 days

100% Documents- 28 days

Bid Documents- 28 days

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

(a) **Liquidated Damages.**

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

(2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of

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

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

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

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

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

**3.08** The construction budget for this Project, which is established as a condition of this Contract is \$5,000,00.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

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

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

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

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

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

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

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

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

## **ARTICLE VI FINAL DESIGN**

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

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

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

**6.04** The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the

Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

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

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

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

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

## **ARTICLE VIII CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

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

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

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

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

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

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

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

**10.05 Indemnity.**

- (a) **To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages, losses and expenses (including but not limited to reasonable attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.**
- (b) **To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.**
- (c) **Consultant shall procure liability insurance covering its obligations under this section.**
- (d) **It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification**

other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

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

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

## **ARTICLE XI INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

during the duration of the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

by the Consultant.

### **ARTICLE XIII TERMINATION**

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

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

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

### **ARTICLE XIV MISCELLANEOUS TERMS**

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

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

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

**City of College Station**

Colliers Engineering and Design, Inc.

Attn: Melissa Thomas

Attn: Legal Department.

PO BOX 9960

101 Crawfords Corner Rd., Ste 3400

1101 Texas Ave  
College Station, TX 77842  
mthomas@cstx.gov

Holmdel, NJ 07733\_  
Jose H. Carmona, Jr., P.E.,  
[Legal@collierseng.com](mailto:Legal@collierseng.com); [jose.carmona@collierseng.com](mailto:jose.carmona@collierseng.com)

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

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

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

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

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

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

**14.09** The parties acknowledge that they have read, understood, and intend to be bound by the

terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

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

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

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

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

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

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

**List of Exhibits**

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

COLLIERS ENGINEERING AND DESIGN, INC.

**CITY OF COLLEGE STATION**

By: Chris Otto

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

Printed Name: Chris otto

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

Title: Principal Associate

APPROVED:

Date: 7/1/2025

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO  
Date: \_\_\_\_\_

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

3091 University Drive East Suite 320  
Bryan, Texas 77802  
Main: 877 627 3772

TBPLS Reg. 10194550 • TBPE Reg. F-14909 • TBPG 50617



June 17, 2025

City of College Station  
Attn: Melissa Thomas  
P.O. Box 9960  
College Station, TX 77842

Proposal for Professional Services  
Sidewalks and Shared Use Paths  
Proposal No.: RFQ 25-028

Dear Ms. Thomas,

Colliers Engineering & Design, Inc. is pleased to submit this proposal to provide professional services for the Sidewalks and Shared Use Paths project. Improvements will include the extension of various sidewalk segments and three 10-foot shared use paths, three pedestrian bridges, three proposed mid-block crossings and enhancements to two existing mid-block crossings. Included in this proposal will be Survey, Geotechnical Engineering, Civil Engineering, Environmental Engineering, and additional services as described below.

This proposal is divided into three sections as follows:

**Section I** – Scope of Services

**Section II** – Technical Staff Hourly Rate Schedule and Reimbursable Expenses

**Section III** – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

## Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

### TASK 1: Survey Services (Subcontractor - Kerr Surveying)

#### ROW, Partial As-Built, and Topographic Survey

Kerr Surveying will perform a topographical survey on the ground. Topographic survey will include locating public and visible private utilities using GPS, drone, and conventional surveying equipment. Please see Sub-consultants attached proposal for a detailed scope and deliverables. Survey will be conducted along the back of curb for one selected side of each road to 10-feet outside the ROW lines and scoped areas, only including road data within curbs where the proposed path crosses the road.

## TASK 2: Environmental Engineering Services

### Preliminary Environmental Review

For the Shared Use Paths only, CED will prepare a preliminary environmental review summarizing potential issues identified through available GIS data and aerial imagery. These items be reviewed within and/or adjacent to the subject property dependent on resource. Along with a summary of potential environmental issues, CED will provide a table highlighting potential local, state, or federal authorizations required prior to construction along with an estimated lead time for any required items. The PER will include, but will not be limited to, the following components:

- Wetlands, Surface Waterbodies and Floodplains
- Threatened and Endangered Species and Critical Habitat
- Migratory Birds and Eagles
- Known Cultural Resources

Once identified through these initial assessments and discussions with design teams and the client, CED can provide a scope of work and fee associated with any additional environmental permitting or survey items identified during completion of this PER.

## TASK 3: Geotechnical Engineering Services

We will perform a geotechnical exploration in accordance with sound engineering practice and state/local regulations to evaluate subsurface conditions for the proposed shared-use paths (SUP) and pedestrian bridges.

Email and phone correspondence from Jose H. Carmona, Jr., P.E. of Colliers Engineering & Design containing three (3) Google Earth KMZ files titled "Spring Creek Trail Ph4", "Bee Creek Trail", and "Bee Creek Tributary B Trail" were used as the basis for this proposal. We understand the project comprises the construction of a 12-foot-wide shared-use path (SUP) and pedestrian bridge crossing at three (3) separate locations:

1. **Spring Creek Trail** – A  $\pm 0.19$ -mile segment running parallel to the southwest side of Addison Ct., beginning at the current terminus of the existing SUP and extending to its intersection with Alexandria Ave. This segment provides a connection within the existing SUP network between Arrington Road and Alexandria Ave.
2. **Bee Creek Trail** – A  $\pm 0.64$ -mile alignment located along the west side of Bee Creek, starting at the existing SUP terminus on the south side of Bee Creek Park and extending southward to its intersection with Harvey Mitchell Parkway South.
3. **Bee Creek Tributary B Tail** - A  $\pm 0.35$ -mile segment beginning on the east side of the Wayne Smith Athletic Complex and extending southeast to its intersection with Southwest Parkway.

Based on our conversations and information noted above, CED will perform a preliminary geotechnical exploration at three (3) trail locations to support the preliminary evaluation of pavement improvements for areas without established pavement, as well as preliminary evaluation of three (3) sets of bridge abutments.

We will evaluate various pile capacities based on preliminary values. We have assumed less than 3 feet of fill or cut will be needed to achieve a finished grade prior to new construction. If this condition is exceeded, the boring depths below may need to be altered.

#### a. Engineering, General Lab Testing and Report

- Engineering

We propose a geotechnical exploration program consisting of:

- Perform desktop review/analyses to develop a strategic testing location plan;
- Field-locate exploration locations using hand-held GPS equipment. Ground surface elevations will be interpolated from available topographic plans or public domain sources;
- We have allotted up to five (5) days of drilling to explore the proposed SUPs and pedestrian bridge abutments. We anticipate up to 18 test borings can be completed in this timeframe.

Proposed SUP trails and boring locations are provided in **Appendix A** attached below.

Boring locations may be offset as needed depending on access and existing site conditions (e.g., utilities, structures, obstructions, etc.).

- Up to 12 test borings will be performed along the proposed SUP pavements, which will be advanced to depths of  $\pm 10$  feet below ground surface (BGS) or to auger refusal, whichever occurs first. Up to six (6) test borings will be performed at the proposed bridge abutments (one (1) boring at each abutment), which will be advanced up to depths of  $\pm 40$  feet BGS or a minimum of 20 feet into suitable bearing material, unless subsurface conditions dictate alternate depths, such as shallow bedrock or unsuitable bearing soils. Due to the potential presence of shallow rock in the area, we have allocated a budget for up to  $\pm 20$  linear feet of rock coring at select proposed bridge boring locations, where coring will be advanced to the proposed depth or until the Rock Quality Designation (RQD) exceeds 50%, whichever occurs first.

- General Lab Testing

Representative samples obtained from the explorations will be subjected to laboratory testing to evaluate general engineering characteristics. General lab testing will likely include, but not be limited to, natural moisture content, grain-size distribution, and Atterberg limits. Specialty laboratory testing for the three (3) SUPs and three (3) bridges will likely include, but not limited to:

- Specialty Lab Testing for SUPs – General lab testing, California Bearing Ratios, standard proctor, and one-dimensional consolidation testing;
  - Specialty Lab Testing for Lime treated soil amendment program – General lab testing, soluble Sulfate content, pH estimation for Lime stabilization, Atterberg Lime treated Series Testing, lime treated California Bearing Ratios, and lime treated standard proctor;
  - Specialty Lab Testing for Bridge Abutments – General lab testing, California Bearing Ratios, modified proctors, one-dimensional consolidation testing, shear strength triaxial test, and Corrosion suite testing (pH, resistivity, redox, and sulfide).
- Geotechnical Report

We will prepare a geotechnical report summarizing the subsurface conditions encountered at the site. The report will include the results of the subsurface exploration program and laboratory testing, as well as geotechnical recommendations including:

- Exploration location plan,
- Individual soil profile logs, including groundwater levels,
- Laboratory test results,
- Earthwork recommendations, including suitability of on-site materials for re-use as structural fill or backfill and compaction requirements,
- Bridge foundation considerations including bearing strata, as well as corresponding capacities, including estimated settlements,
- Lateral earth pressure parameters,
- Seismic design considerations (one (1) analysis per proposed trail location, three (3) total),
- Control of surface water and groundwater,
- Pavement design parameters
- Typical pavement sections for new pavement, (one (1) analysis per proposed trail location, three (3) total recommendations) – up to 6 inches thick pavement
- Lime Treated Soil Amendment Recommendations using Lime treatment (one (1) summary per proposed trail location, three (3) total)

#### **b. Field Engineering**

The subsurface exploration program will be performed under the full-time observation of a geotechnical specialist, who will observe and log the explorations, collect soil samples, and will be acting under the direction of a licensed Professional Geotechnical Engineer.

#### **c. Exploration Subcontractor**

We will coordinate with a subcontractor to mobilize an ATV-mounted drill rig to perform up to 24 Standard Penetration Test (SPT) borings to visually classify the subsurface soils and obtain soil samples for laboratory testing.

**d. Post Report Consultation and Meetings**

This section of the proposal will be to provide additional engineering consultation beyond the scope of this proposal. This includes, but is not necessarily limited to, providing report revisions, additional engineering input, and participation in meetings and teleconferences, as ownership decides future courses of action.

Because it is impossible to anticipate the amount of time necessary for these services, this Task will be billed on an hourly basis in accordance with our Fee Schedule. A recommended initial budget allowance is provided in the Schedule of Fees.

**TASK 4: Civil Engineering Services**

**a. Pedestrian Mid-Block Crosswalk Assessments**

CED will evaluate existing and proposed pedestrian mid-block crosswalk locations associated with the College Station Share Use Path project. Up to six hours of pedestrian counts will be conducted at the following locations (peak pedestrian times to be confirmed with City of College Station prior to conducting counts):

- A&M Consolidated: Either upgrade components at existing crossings or propose new crosswalk location(s)
- Bee Creek Tributary B Trail extension - New mid-block crossing with refuge median on Holleman Dr near Tarrow Park
- Bee Creek Tributary B Trail extension - New mid-block crossing with refuge median on Southwest Pkwy near Southwest Park
- Bee Creek Trail extension: New mid-block crossing on Southwood Dr

Based upon the pedestrian volumes, cross street classifications, and cross sections, recommendations will be issued for the mid-block crosswalks. Recommendations may include pavement marking, signing, and/or high-level traffic control devices in accordance with the Texas Manual on Uniform Traffic Control Devices. Pedestrian hybrid beacon and RRFBs will be reviewed based on TMUTCD guidance. A technical memorandum will be prepared for all four locations detailing the applicability of pedestrian safety improvements in accordance with AASHTO, TMUTCD, FHWA, State and local standards.

## b. Pedestrian Mid-Block Crosswalk Concept Plans

Concept plans will be prepared for all four mid-block crosswalk locations including recommended traffic calming, pedestrian refuge areas, pavement marking, signing and traffic control. Concept Plans will be prepared at the following locations:

- A&M Consolidated: Either upgrade components at existing crossings or propose new crosswalk location(s)
- Bee Creek Tributary B Trail extension - New mid-block crossing with refuge median on Holleman Dr near Tarrow Park
- Bee Creek Tributary B Trail extension - New mid-block crossing with refuge median on Southwest Pkwy near Southwest Park
- Bee Creek Trail extension: New mid-block crossing on Southwood Dr

The concept plans will detail the pedestrian safety improvements in accordance with AASHTO, TMUTCD, FHWA, State and local standards. Please note, should PHBs be recommended at any of the study locations, an additional services request (ASR) will be issued to design and permit the PHBs.

## c. Sidewalk and Shared Use Path Design and Permitting

This task will include the preparation of civil engineering design, drawings and details, construction specifications, and opinion of probable construction costs (OPCC) of the shared use paths and sidewalks. The design of the crossings will include location of ramps, PROWAG compliance, alignment, and grading. CED will identify necessary drainage structures to improve as needed and additional fees may be requested unless the scope is included as specified below. During the 30% design phase CED will identify proposed ROW/Easement acquisition. Alignments will be finalized upon initiation of the 60% design phase and any subsequent changes requested by the City will be subject to additional fees. CED will perform necessary coordination with College Station Capital Improvements Planning group, College Station ISD, and TXDOT. CED will perform necessary coordination with utilities and will assist with relocation requests.

- Bee Creek Tributary B Trail Extension
  - 10-foot wide concrete Shared Use Path, approximately 0.33 miles
  - connect to existing trail south of Southland St and follow Bee Creek Tributary to WA Tarrow Park/Lincoln Recreation Center
  - replace existing pedestrian bridge and go over existing flume. Only one bridge will be designed.
  - proposed mid-block crossing on Holleman Dr near WA Tarrow Park, including pedestrian refuge median
  - proposed mid-block crossing on Southwest Pkwy near Southwest Park, including pedestrian refuge median
- Bee Creek Trail Extension
  - 10-foot wide concrete Shared Use Path, approximately 3,385 linear feet
  - connect to existing trail at south end of Bee Creek Park and follow Bee Creek

- maintenance shelf to existing Shared Use Path along Harvey Mitchell Pkwy
- proposed pedestrian bridge
- proposed mid-block crossing at Southwood Dr
- Spring Creek Trail Extension (Phase 4)
  - 10-foot wide concrete Shared Use Path, approximately 1,000 linear feet
  - connect to existing trail behind SoCo at Tower Point Apartments and continue along Spring Creek to existing sidewalk at Alexandria Ave
  - proposed pedestrian bridge
- Sidewalk Segments
  - Timber St
    - 8-foot wide (6-foot min.) concrete sidewalk, approximately 869 linear feet
    - connect Oakwood Intermediate School driveway to Park Place following the north curb line
  - Nueces Dr
    - 6-foot wide concrete sidewalk with 4-foot buffer, approximately 465 linear feet
    - connect A&M Consolidated High School driveway to Harvey Mitchell Parkway following the south/west curb line
  - Welsh Ave
    - evaluation area is approximately 712 linear feet
    - Mid-block crossing enhancements at A&M Consolidated High School
  - Foster Ave
    - 6-foot wide concrete sidewalk with 4-foot buffer, approximately 528 linear feet
    - connect Lincoln Ave to Walton Dr following the south/west curb line and meander through Eastgate Park
  - Walton Dr
    - 8-foot wide concrete sidewalk or 6-foot wide with 4-foot buffer, approximately 2,629 linear feet
    - connect Foster Ave to Puryear Dr following the north/west curb line
    - connect Nunn St to Francis Dr following the north curb line
  - George Bush Dr East
    - 8-foot wide concrete sidewalk, approximately 671 linear feet
    - connect Dominik Dr to University Oaks Blvd
    - extend existing drainage culvert
  - Dexter Dr South
    - 8-foot wide (5-foot min.) concrete sidewalk, approximately 1,297 linear feet
    - connect Winding Rd to Haines Dr/Gabbard Park following the north/east curb line
  - Ash St
    - 6-foot wide concrete sidewalk with 4-foot buffer, approximately 390 linear feet
    - connect Eisenhower St to Nimitz St following the north/west curb line

- *Civil Engineering Design* – This sub-phase will include the required effort to perform the design of the sidewalk segments and Shared Use Path extensions to include alignments, ramps, crosswalks, select drainage improvements, and grading. CED will coordinate with 811 and the City of College Station to locate existing infrastructure. CED will coordinate with private land owners to identify private irrigation systems and private drainage systems. CED will evaluate existing driveway and street apron grades to determine the extent of replacement necessary to meet ADA requirements.
  - General Sheets including Cover, Notes, Summary of Quantities, Survey Control, Project Layout, Typical Sections, Demolition Plan, Temporary Erosion Control Plan
  - Paving and Grading Sheets including Plan only for Sidewalks, Plan and Profiles for Shared Use Paths (CED will include extension and/or replacement of existing public and private drainage improvements, however because it is impossible to anticipate the amount of time necessary for these services, an initial allowance is provided but additional fees may be requested)
  - Striping and Signage Sheets with Crosswalks and Mid-Block Crossing Layouts (signalization design not included unless chosen as an additional service upon completion of the Assessments)
  - Layout Sheets for Prefabricated Pedestrian Bridges.
  - Design details for substructure and foundation components of prefabricated pedestrian bridges. The basis of the substructure and foundation design will be influenced by bearing loads provided by the bridge manufacturer. It is assumed that the structural engineering of the bridges' superstructure above abutment structures will be provided by the bridge manufacturer, this includes any bearing components like elastomeric pads that interface between the superstructure steel and concrete abutments.
  - Standard Details including B/CS Unified Construction Details and TxDOT Details
  - Specialty Details (because it is impossible to anticipate the amount of time necessary for these services, an initial allowance is provided but additional fees may be requested)
- *Opinion of Probable Construction Costs (OPCC)* – This sub-phase will include the preparation quantity take-offs per the proposed design, determination of unit prices for each quantity line item, and an estimate of the construction cost for each item. The total sub-costs for each item will be tallied and totaled providing an estimate of the total construction cost for the proposed road improvements.
- *Project Manual* – This sub-phase will include the required effort to complete a set of construction specifications for the proposed improvements. The specifications will identify construction standards which will define the quality of proposed improvements.
- *QA/QC* - Quality assurance and quality control processes will be integral to this phase involving systematic review and testing of design elements to ensure compliance with standards, accuracy, and safety, while also identifying and rectifying any errors or

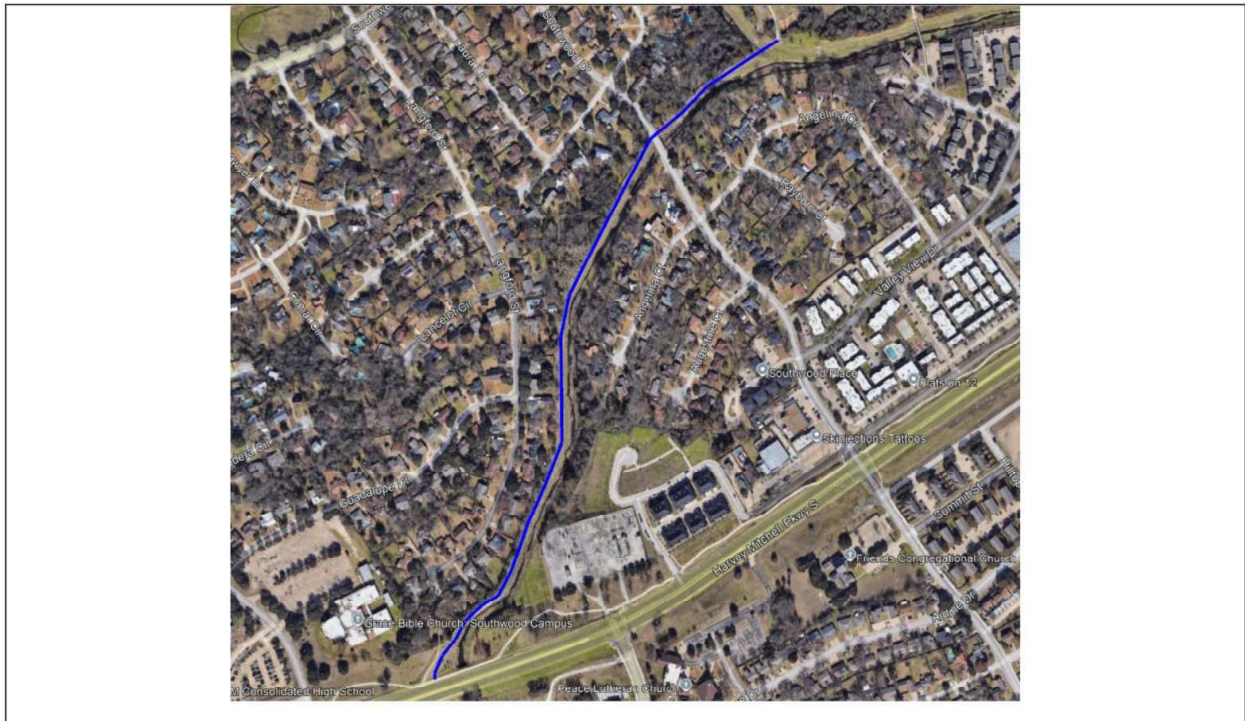
inconsistencies in the design process.

- *Meetings* – CED will hold meetings with the City of College Station staff to review and discuss the design at applicable milestones. Also, CED will hold meetings with TxDOT , CSISD, and College Station Utilities at applicable milestones to discuss coordination items with staff.
- *Permitting* – This item refers to preparing forms and procedures for permitting new sidewalks and SUP's adjacent to existing TxDOT highway and existing utilities. We will identify relevant local and state regulatory requirements then, compile and complete necessary forms, including detailing sidewalk design, environmental impacts, and utility integration, followed by submitting them for construction approval.
- *Bid Phase Services* –CED will prepare a bid package and assist the Project Manager in advertising the project for award to a contractor. CED will prepare the bid documents, attend a pre-bid conference and provide written responses to College Station to post through purchasing department with Addendum, as necessary. CED will evaluate the submitted bids for completion and accuracy. CED will also compare the bid against the OPCC to identify any bid items that appear to be significantly higher or lower than anticipated and evaluate potential rational for these bid items. CED will then prepare a bid tabulation summarizing bid results. CED will provide a recommendation to award to the most qualified bidder whose package was deemed responsive. CED will provide a bid tabulation and recommendation of award for the contract.
- *Construction Phase Service*  
If requested, CED will perform the following construction phase services:
  - Attend site meetings to review progress of work as requested by the City or general contractor;
  - Make timely modifications and adjustments to improvement plan as determined necessary by site conditions;
  - Provide clarification to Contractors/Client pertaining to construction documents and design intent on construction documents;
  - Provide electronic data as requested by construction survey crew;
  - Provide other miscellaneous services that may be required during construction phase.

All work under this task will be billed on an Hourly Not-to-Exceed basis. If additional hours are required, the Client will be made aware of the situation and an additional budget will be requested at that time.

Additional Services:

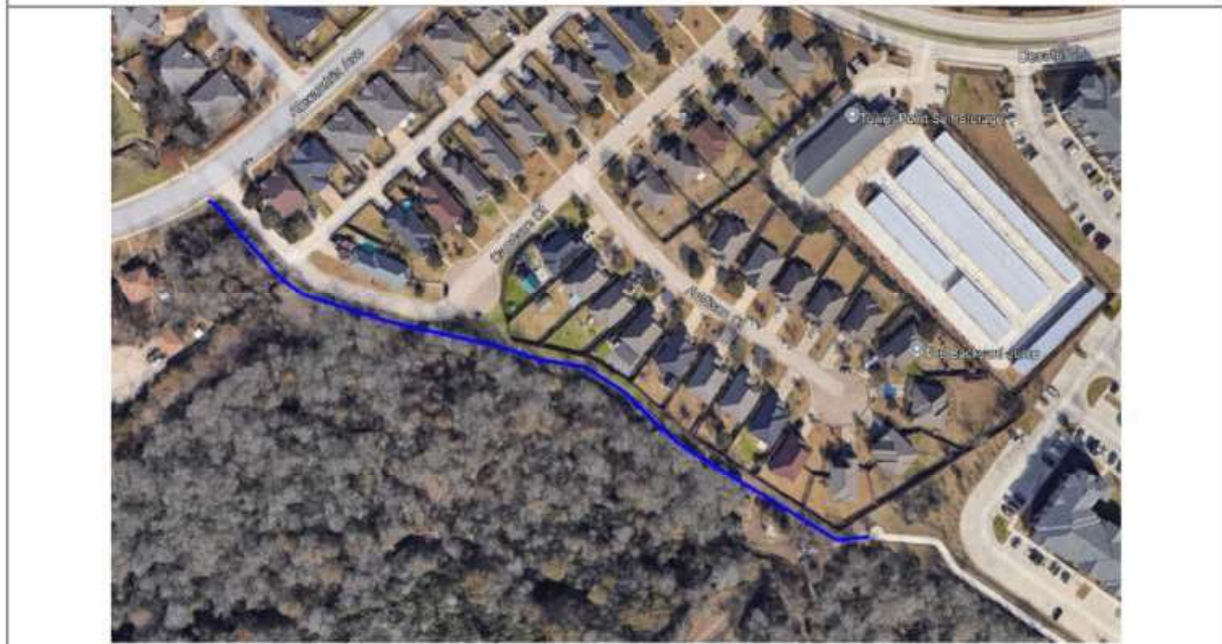
Electrical Engineering and Lighting Design Services



Aerial of Portion of Bee Creek Trail, approximately ¾" Mi.



Aerial of portion of Bee Creek Trail Tributary, approximately 1/2 Mi.



Aerial of portion of Spring Creek Trail, approximately a 1/4 mile

*Images provided above shows locations and boundary of proposed power and lighting design for the lights along the blue line.*

- Review existing documentation that shall be provided from City of College Station, CSU, Survey, City of College Station and Local Utility group to verify existing power sources for the Trailway lighting and circuitry.
- Coordinate power connection points with the local Electrical provider in the area and show connection points on the site electrical drawing for the Trail way lights.
- Provide electrical site drawings showing the design of power circuitry for the pedestrian Trailway lighting.
- Design the power circuitry, conduit and controls for the Roadway lighting show in the above image from the current Civil Trail way plan. Conduit routing to be shown on Electrical drawings and referenced into civil drawings.
- The Trail way light fixture shall be based on standard pedestrian lighting design from City of College Statin input. The Lighting design, layout and photometric calculations are to be by the Electrical group but will be coordinated with to show power connection and circuitry locations.
- Specifications shall be spec on drawing with notes on drawing.
- Provide a Texas, PE signed and sealed Electrical drawings for areas noted above.

### Construction Materials Testing (Subcontractor - Terracon)

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

#### *Earthwork Observation and Testing –*

- Sample sidewalk subgrade and chemically treated shared use path subgrade material. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Percent Passing the No. 200 Sieve for classification in accordance with USCS. Recommended one test per 500 cubic yards (or 10,000 square feet) for every one foot of fill. Prepare and test soil samples for moisture-density relationship in accordance with ASTM D698 (or applicable procedure).
- Perform stabilization evaluation of subgrade soil for proposed chemically treated shared use path subgrade.
- Perform field gradation tests of chemically stabilized shared use path subgrade.
- Perform density tests of the sidewalk subgrade and chemically treated shared use path subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.
- Upon meeting compaction and moisture requirements, perform depth checks of chemically stabilized shared use path subgrade.

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

- Sample and test the fresh concrete for each mix. Perform tests including slump, air content, unit weight, concrete temperature, and cast test specimens (ASTM C31, C138, C143, C172,

- C173, and C1064). Per ACI 301, the contractor shall provide a secure area, along with a source of water and electricity in order for Terracon to maintain the initial curing temperature of concrete cylinders (or beams). Failure of the contractor to provide these items may result in an exclusion of Terracon being able to provide the correct initial curing environment as required by ASTM C31. Additional costs are associated with Terracon providing the correct initial curing environment for cylinders and beams and should be discussed during the pre-construction meeting.
- Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for shared use path and sidewalk concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
  - Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. One cylinder will be tested at 7 days, three cylinders will be tested at 28 days and one cylinder will be marked for a 56-day HOLD.
  - ACI 301 and ACI 318 requires that concrete-field related reports be submitted to the concrete supplier. We will add the concrete supplier to the distribution list requested in Section C of this proposal.

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

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

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

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

## Exclusions, Notes and Understandings

### A. Civil Engineering Services

#### Exclusions:

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

Project-specific traffic control plan(s) or construction phasing;

Signalization;

Retaining Walls greater than 4 feet tall;

Drainage Analysis;

Drainage Structures and Improvements unless specifically included in the scope above;

CED will not conduct an independent check nor assume any design ownership of the pre-manufactured bridge superstructures made by their manufacturer.

Designs related to contractor means and methods including but not limited to construction phasing or support of excavation is not part of the CED's scope of work.

Design of support of excavations assumed to be contractor's means and methods and is not part of CED's scope of work.

### B. Electrical Engineering and Lighting Design Services

#### Exclusions:

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

AutoCAD backgrounds of the roadway, lighting layouts and existing utilities shall be provided by Transportation / Civil group and survey performed by others.

Services not specifically outlined in Section I – Scope of Services;

Bidding and Construction support services are not included unless outlined above;

Design and construction meetings are not included.

Site visits are not included in this proposal.

Submission and presentations at City and public Meetings are not included.

This design proposal does not include power, conduit or wiring design from any signal pedestals or devices downstream.

Design of station and offset of electrical elements shall be by Civil and Transportation roadway group. The design of these elements is not included in this proposal but will be referenced from the Civil design.

Existing electrical distribution and equipment serving existing lighting is assumed to have enough capacity for new work and space for any new circuits to accommodate new lighting design. No modifications to existing electrical equipment or service will be required. Circuitry shall come from local Utility power sources.

Design of Emergency or back up powered lights by battery, UPS, or generator is not included in this proposal.

Design of Utility poles is not included in this proposal.

Lighting Circuitry design is for underground in conduit not aerial conductors.

It is anticipated that the "work area" will be limited to the area indicated by image on page 1 of this proposal. Areas with existing lighting as excluded from this proposal. The Design will integrate with the existing lighting but not modify.

No parking lot or building lighting design is included in this proposal.

Light pole structural design is by Others.

Photometric calculations are included in this proposal.

An Arc Flash, Short Circuit and Coordination study is not included in this proposal.

Construction meetings and onsite inspection of construction activities & certifications are not included for the Electrical team.

No cost estimation services are included in this proposal.

Division 26 electrical specifications for the design elements shall be provided by spec on drawing. Specification sections outside of Division 26 are not included.

All required permit application, review and escrow fees to be paid by Contractor.

Any legal descriptions for any required easements is not included in this scope.

### C. Geotechnical Engineering Services

#### General Geotechnical Procedures:

The subcontractor shall be responsible for requesting public utility markouts; however, the client shall be responsible for providing us with available information for private on-site utilities. If such utility information is not available, we recommend that subsurface utility locate services for private utilities be performed, which is excluded from the scope of this proposal. Regardless of the level of effort to identify and locate existing utilities, we cannot be held responsible for damage to utilities that are not marked, incorrectly marked, or otherwise not physically exposed by Level 'A' locating techniques.

Due to the nature of the work, some disturbance and settlement should be anticipated at and between the exploration locations. It will be the option of the client to maintain the grade at each test location should settlement occur. In particular, the drilling equipment may leave track marks and ruts in unvegetated areas. Repair of these areas is not included in the cost of this proposal and will need to be provided by others.

The Client will provide any available project information as it relates to the services provided herein. The client agrees to indemnify, hold harmless, and defend Colliers Engineering & Design and any of Colliers Engineering & Design 's employees from and against all loss, injury, damage, and legal liability, including attorney's fees and other costs of defense arising out of any structural damage, utility damage, or boring settlement.

The test borings will each be advanced utilizing solid-stem or hollow-stem auger. Soil samples will be obtained from within the borehole by means of a standard two-inch outside-diameter split spoon sampler advanced in accordance with ASTM Designation D-1586 for the Standard

Penetration Test. Rock core samples will be obtained using wireline rock coring techniques in accordance with ASTM D2113.

Soil samples will be classified in the field and transported to our office for further review and evaluation, as necessary. The samples will be stored for a period of 60 days from the date of our report, unless otherwise negotiated with the Client.

**Notes and Assumptions:**

The fees for field tasks are based on 8 hours/day, non-union, non-prevailing wage. We will notify you if additional field time is required to complete the work herein.

As stated herein, this proposal assumes that each of the proposed trail locations will be awarded together and generally performed in successive order to minimize mobilization costs and field time.

Unrestricted access to the subject property will be provided by the Client on the dates and times requested.

The exploration locations are accessible to all-terrain-vehicle-mounted drilling equipment.

We will evaluate various pile capacities based on preliminary values. We have assumed less than 3 feet of fill or cut will be needed to achieve finished grade prior to new construction. If these conditions are exceeded, the boring depths described herein may need to be altered.

It is assumed that exploration locations will be accessible without the need to clear trees or vegetation. Additional charges will apply should clearing and/or remobilization be required to access boring locations. We will notify the Client if this requirement is identified, as work proceeds.

We will attempt to complete the proposed work in the anticipated time frame. Should delays prevent completion of the proposed scope of services as planned, we will contact the Client to discuss options for extending field time.

**Exclusions:**

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined herein;
- Professional survey of exploration locations and elevations;
- Location of private utilities,
- Export, containerizing, and/or disposal of excess soil cuttings;
- Testing and analysis for stormwater infiltration and design;
- Any restoration of exploration locations, other than backfilling with excavated spoils;
- Delays due to site access restrictions;
- Repair of incidental site disturbances associated with performance of the services described herein;
- The cost and acquisition of any necessary permits.

Determination of seismic site classification via shear wave velocity profiling, site specific response spectrum, etc. If determined to be appropriate by the structural engineer, these services can be performed for an additional fee (to be determined);

Laboratory testing beyond what is described herein, but which may be warranted due to subsurface conditions encountered. Should the need for such testing be identified, we will contact the Client to discuss options and pricing for such testing, if needed;

Any exploratory or testing work, interpretations, or conclusions related to the determination of potential environmentally impacted materials on site; and

Personnel on site will utilize Level D personal protective equipment (PPE) (hard hats, steel-toed boots, eye protection, etc.). Higher levels of PPE (respirators, chemical resistance, etc.), site specific training/orientation classes, and site-specific Health and Safety Plans (HASP) can be provided for an additional fee.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

### Section III – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

~~\_\_\_\_\_~~  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
~~\_\_\_\_\_~~  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_

If you find this proposal acceptable, please sign where indicated above in Section III, and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice.** This proposal is valid until (60 days per business terms).

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.



Jose H. Carmona, Jr. P.E.  
Department Manager

keb

cc: Leonardo E. Ponzio, PLS, Colliers Engineering & Design (via email)

Document1



April 24, 2025

Mr. Jose H. Carmona, Jr., P.E.  
Colliers Engineering & Design  
3091 University Drive East Suite 320  
Bryan, Texas 77802

Re: City of College Station Prefabricated Steel Pedestrian Bridges

Dear Mr. Carmona:

We are pleased to provide you with this proposal for professional engineering services for the referenced project. The proposal includes the following three (3) pedestrian bridges:

- Bee Creek Trail
- Bee Creek Tributary B Trail
- Spring Creek Trail

The distance between the top of banks ranges from approximately 50 to 90 feet therefore these bridges will have single prefabricated steel truss spans supported on reinforced concrete abutments.

**I. Scope of Work:**

Aguirre & Fields will provide the following services:

- Basic Services: Phase I – Preliminary Design
  - Coordinate with Colliers Engineering to determine bridge clear width and span length
  - Contact Contech to obtain bridge reactions for substructure design
  - Prepare Bridge layout
- Basic Services; Phase II – Final Design
  - Prepare 90%, and 100% Bid Ready Plans
  - Prepare specifications
  - Prepare Engineer’s Cost Estimate
- Basic Services: Phase III – Construction Phase Services
  - Review Shop Drawings
  - Review lab test results for conformance with specifications
  - Respond to RFIs
  - Prepare Record Drawings

**II. Fee:** See Exhibit A Fee Estimate

The total lump sum fee is \$110,983.00

### III. Schedule

- Phase I – Preliminary Bridge Layouts within six (6) weeks from receiving notice-to-proceed
- Phase II – 90% plans within eight (8) weeks from receiving approval of Bridge Layouts
- Phase II – 100% Bid Ready Plans within three (3) weeks from receiving comments for 90% plans submittal

Please contact me at 281-207-2075 or email me at [mahsa.arastoo@aguirre-fields.com](mailto:mahsa.arastoo@aguirre-fields.com) if you have any questions.

Sincerely,

*Mahsa Arastoo*

Mahsa Arastoo, P.E.

Attachments: Exhibit A Fee Estimate

**EXHIBIT A - FEE SCHEDULE**  
**City of College Station Prefabricated Steel Truss Pedestrian Bridges**  
**Bee Creek Trail, Bee Creek Tributary B, Spring Creek Trail**

**Aguirre & Fields, LP**

TASK DESCRIPTION	Project Manager	Senior Bridge Engineer	Project Engineer	EIT I	Engineering Technician	Admin Clerical	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR	\$335.00	\$298.00	\$208.00	\$131.00	\$101.00	\$101.00	\$110,983.00
<b>TOTAL</b>							<b>\$33,704.00</b>
<b>PHASE I: BRIDGE LAYOUTS</b>							
FIELD VISIT		6	6	6			18
COORDINATE BRIDGE GEOMETRY WITH PRIME	2	8	8				18
COORDINATE WITH CONTECH BRIDGE FABRICATOR FOR BRIDGE REACTIONS	2	9	19				30
PREPARE (3) PRELIMINARY BRIDGE LAYOUTS (3 SHEETS)	4	12	32	48			96
<b>PHASE II: FINAL DESIGN</b>							
PREPARE SUBMITTALS (60%, 100%)	2	4	4		8		18
PREPARE BORE LOG SHEETS					3		3
PREPARE ABUTMENT DETAILS (6 SHEETS)	4	20	32	60			116
DESIGN FOUNDATIONS AND PREPARE DETAIL SHEET (3 SHEETS)	2	8	16	32			58
PREPARE FINAL BRIDGE LAYOUTS (3 SHEETS)	4	6	9	29			48
PREPARE APPROACH DETAIL SHEET (3 SHEETS)	2	4	9				15
PREPARE BRIDGE SPECIFICATIONS	2	8	12				22
PREPARE ENGINEER'S COST ESTIMATE	2	2	6	12			22
<b>PHASE III: CONSTRUCTION PHASE SERVICES</b>							
REVIEW SHOP DRAWING SUBMITTALS	2	12	18	25			57
RESPOND TO RFIs	2	4	8	8			22
PREPARE RECORD DRAWINGS	1	2	4		13		20
<b>TOTAL</b>							<b>\$18,915.00</b>

**FROM**

Kerr Surveying, LLC  
1718 Briarcrest Drive  
Bryan, TX 77802

**TO**

Colliers Engineering & Design  
3091 University Dr E #320  
Bryan, TX 77802

## PROPOSAL

DATE: June 5, 2025

**Project Name:** City of College Station Sidewalk Project

**Terms of Payment:** Invoice Upon Completion

**Estimated Timeframe:** 2-4 weeks per project

**Cost:** \$119,500

**Proposal Number:** 14646

Thank you for the opportunity to submit a proposal for the City of College Station Sidewalk Project. Listed below is our scope of services along with the associated cost for each. We anticipate having deliverables ready in approximately 2-4 weeks per project from notice to proceed. Ker Surveying will issue our invoice upon the completion and submittal of the survey documents. Any work outside of the Scope of Services listed below or in excess of the proposed estimate will be billed hourly according to the attached Hourly Rate Sheet.

***Scope of Work: ROW, Partial As-Built, and Topographic Survey for Roadway (as per Engineer's Scope Request/Exhibit)***

1. Ash Street = \$3,500
2. Bee Creek Trail = \$26,500
3. Bee Creek Tributary B Trail = \$21,500
4. Dexter Drive = \$11,000
5. Foster Drive = \$4,000
6. George Bush Drive = \$5,000
7. Nueces Drive = \$4,000



1718 Briarcrest Drive., Bryan, TX 77802

[www.kerrlandsurveying.com](http://www.kerrlandsurveying.com)

(979) 268-3195

8. Spring Creek Trail Phase 4 = \$8,000
9. Timber Street = \$7,000
10. Walton Drive (to Foster) = \$10,000
11. Walton Drive (to Francis) = \$11,000
12. Welsh = \$6,000
13. 2 Standard Land Surveys for ROW Takings = \$2,000

### ***Deliverables:***

- *12 Topographic Survey Plats with PDF, .dwg, .tin, and .txt (ASCII) deliverables*
  - *Horizontal Datum: NAD83*
  - *Vertical Datum: NAVD88, GEOID12B (Geoid), GRS80 (Ellipsoid)*
- *2 Standard Land Survey Exhibits and Metes and Bounds for ROW Takings*

### ***Included Scope:***

- *1' contours (per NAVD88 datum)*
- *Topographic data extending:*
  - *Along the (northern, southern, eastern, and western) back of curb for the (north, south, east, and west) side of the road*
  - *10' outside the ROW lines and scoped areas (based on the exhibits and kmz files provided by Colliers on 3/21/2025)*
  - *Note: No topographic or as-built data within the back of curbs of roads unless the path crosses the road in question*
- *Data collection methods: GPS, drone, and conventional surveying equipment*
- *Spot elevations at street intersections, curbs, crowns of roads, etc.*
- *ROW determinations and Parcel Boundary Determinations*
- *Location of:*
  - *Above-ground structures, man-made and natural features*
  - *Floor elevations and finish floor elevations at building entrances (if applicable within scope)*
  - *Water and gas utilities (depth excluded)*
  - *Fire hydrants, including the size of the main serving each hydrant*
  - *Tops of manholes, corners of storm inlets, corners of headwalls, and flow lines of drainage ditches/open storm inlets*



- *Trees  $\geq 6$  inches in diameter and substantial shrubs (e.g., crape myrtles), including species name, caliper (in inches), and canopy width*
- *~4-10 Temporary Control/Benchmarks near each site for future construction use*
  - *Includes horizontal and vertical datum for all control points*

***Excluded Scope:***

- *Certification to title reports*
- *Metes and bounds descriptions/exhibits for any purpose*
- *Topographic data outside of the limits provided by Colliers Engineering*
- *FEMA flood map data for 100-year and 500-year floodplains (1% and 0.2% annualized potential)*
- *Attendance at project kickoff meetings with City of College Station staff*
- *Contracting/location of pothole locations*
- *Utility marking coordination outside of 811 requests*
  - *Note: Utility providers are often non-responsive to requests. The Client should handle utility marking coordination and may need to engage private utility locators.*

***Timeline:***

*2-4 weeks per project depending on certain conditions; subject to change based on utility marking and availability of pertinent information to Kerr Surveying.*

***Hourly Rates:***

Survey Crew	\$185.00 per hour
Research Assistant	\$75.00 per hour
Project Manager/CAD Tech	\$155.00 per hour
Senior Project Manager	\$175.00 per hour
Staff R.P.L.S.	\$190.00 per hour
Principal R.P.L.S.	\$250.00 per hour



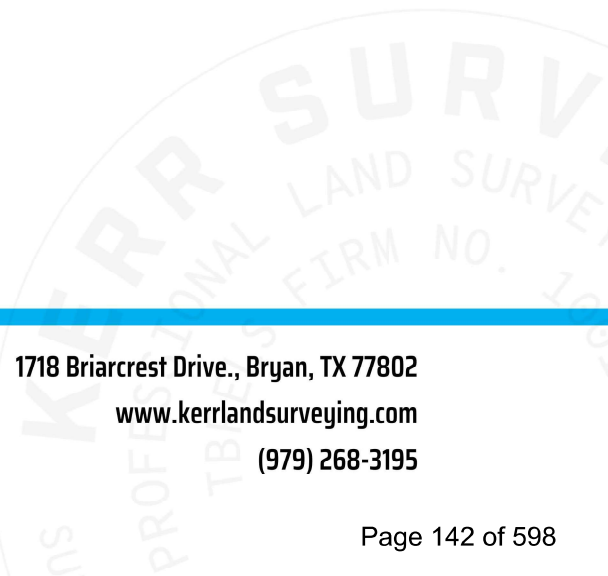
# KERR SURVEYING

**Kerr Surveying, LLC**  
Accepted and Agreed:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Colliers Engineering & Design**  
Accepted and Agreed:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



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1718 Briarcrest Drive., Bryan, TX 77802  
[www.kerrlandsurveying.com](http://www.kerrlandsurveying.com)  
(979) 268-3195

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

#### **Earthwork Observation and Testing**

- a) Sample sidewalk subgrade and chemically treated shared use path subgrade material. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Percent Passing the No. 200 Sieve for classification in accordance with USCS. Recommended one test per 500 cubic yards (or 10,000 square feet) for every one foot of fill. Prepare and test soil samples for moisture-density relationship in accordance with ASTM D698 (or applicable procedure).
- b) Perform stabilization evaluation of subgrade soil for proposed chemically treated shared use path subgrade.
- c) Perform field gradation tests of chemically stabilized shared use path subgrade.
- d) Perform density tests of the sidewalk subgrade and chemically treated shared use path subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.
- e) Upon meeting compaction and moisture requirements, perform depth checks of chemically stabilized shared use path subgrade.

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

- a) Sample and test the fresh concrete for each mix. Perform tests including slump, air content, unit weight, concrete temperature, and cast test specimens (ASTM C31, C138, C143, C172, C173, and C1064). Per ACI 301, the contractor shall provide a secure area, along with a source of water and electricity in order for Terracon to maintain the initial curing temperature of concrete cylinders (or beams). Failure of the contractor to provide these items may result in an exclusion of Terracon being able to provide the correct initial curing environment as required by ASTM C31. Additional costs are associated with Terracon providing the correct initial curing environment for cylinders and beams and should be discussed during the pre-construction meeting.
- b) Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for shared use path and sidewalk concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
- c) Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. One cylinder will be tested at 7 days, three cylinders will be tested at 28 days and one cylinder will be marked for a 56-day HOLD.
- d) ACI 301 and ACI 318 requires that concrete-field related reports be submitted to the concrete supplier. We will add the concrete supplier to the distribution list requested in Section C of this proposal.

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

College Station – Shared Use Paths and Sidewalks ■ College Station, Texas

April 3, 2025 ■ Terracon Proposal No. PA1251052



### **Project Management/ Administration**

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

### **Final Letter**

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

### **Scheduling Retests**

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

### **Additional Services**

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

**Fee Estimate**

**Materials Services**

**College Station - Shared Use Paths and Sidewalks  
Terracon Proposal No. PA1251052**

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
<b>Laboratory</b>						<b>\$ 30,705.00</b>
<b>General Fill</b>						<b>\$ 14,580.00</b>
Standard Proctor (ASTM D698)	\$ 250.00	36	tests	1	36	\$ 9,000.00
Atterberg Limits Determination (3 pt.) (ASTM D4318)	\$ 80.00	36	tests	1	36	\$ 2,880.00
Sieve Analysis (Washed over #200 sieve) (ASTM D6913)	\$ 75.00	36	tests	1	36	\$ 2,700.00
<b>Lime Treated Subgrade</b>						<b>\$ 16,020.00</b>
Standard Proctor (ASTM D698)	\$ 250.00	36	tests	1	36	\$ 9,000.00
Atterberg Limits Determination (3 pt.) (ASTM D4318)	\$ 80.00	42	tests	1	42	\$ 3,360.00
Lime Series	\$ 300.00	5	tests	1	5	\$ 1,500.00
pH Testing	\$ 60.00	36	tests	1	36	\$ 2,160.00
<b>Concrete</b>						<b>\$ 105.00</b>
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	\$ 105.00	1	tests	1	1	\$ 105.00
<b>Earthwork</b>						<b>\$ 24,730.00</b>
<b>General Fill - Sample Pickup</b>						<b>\$ 3,075.00</b>
Engineering Technician	\$ 80.00	2	hours	15	30	\$ 2,400.00
Vehicle Charge	\$ 45.00	1	trips	15	15	\$ 675.00
<b>General Fill - Density Testing</b>						<b>\$ 10,375.00</b>
Sr. Engineering Technician	\$ 90.00	3	hours	25	75	\$ 6,750.00
Nuclear Gauge (Equipment)	\$ 100.00	1	days	25	25	\$ 2,500.00
Vehicle Charge	\$ 45.00	1	trips	25	25	\$ 1,125.00
<b>Lime Treated Subgrade - Density Testing &amp; Depth Checks</b>						<b>\$ 6,060.00</b>
Engineering Technician	\$ 80.00	3	hours	12	36	\$ 2,880.00
Nuclear Gauge (Equipment)	\$ 100.00	1	days	12	12	\$ 1,200.00
Lime Treated Subgrade Depth Check	\$ 40.00	3	each	12	36	\$ 1,440.00
Vehicle Charge	\$ 45.00	1	trips	12	12	\$ 540.00
<b>Lime Treated Subgrade - Gradation &amp; Pickup</b>						<b>\$ 5,220.00</b>
Sr. Engineering Technician	\$ 90.00	3	hours	12	36	\$ 3,240.00
Sieve/Gradation	\$ 40.00	3	each	12	36	\$ 1,440.00
Vehicle Charge	\$ 45.00	1	trips	12	12	\$ 540.00
<b>Concrete</b>						<b>\$ 33,000.00</b>
<b>Site &amp; Paving - Concrete Testing</b>						<b>\$ 19,470.00</b>
Engineering Technician	\$ 80.00	3	hours	66	198	\$ 15,840.00
Vehicle Charge	\$ 45.00	1	trips	66	66	\$ 2,970.00
Initial Curing Environment	\$ 10.00	1	trips	66	66	\$ 660.00
<b>Site &amp; Paving - Concrete Sample Pickup</b>						<b>\$ 13,530.00</b>
Engineering Technician	\$ 80.00	2	hours	66	132	\$ 10,560.00
Vehicle Charge	\$ 45.00	1	trips	66	66	\$ 2,970.00
<b>Project Management</b>						<b>\$ 17,900.00</b>
<b>Proposal , Project Setup &amp; Project Management</b>						<b>\$ 17,900.00</b>
Assistant Project Manager	\$ 110.00	60	hours	1	60	\$ 6,600.00
Lab Manager	\$ 130.00	10	hours	1	10	\$ 1,300.00
Project Manager	\$ 150.00	60	hours	1	60	\$ 9,000.00
Sr. Manager (APR)	\$ 200.00	5	hours	1	5	\$ 1,000.00
<b>Total</b>						<b>\$ 106,335.00</b>

**EXHIBIT B**  
**PAYMENT TERMS**

Compensation is based on *actual* hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$See Attached per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for *actual*, non-salary expenses at the rate of Zero percent (0%) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract: (\$849,049.67).

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

See rate schedule fee for per project cost break down.

Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the fees and will be added to each monthly invoice. CED estimates the Reimbursable expenses in the amount of \$10,000. Payment terms are NET30 of receipt of invoice.

## Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Sidewalks	Fee (Hourly not to exceed)
Task 1: Survey Services (Subcontractor)	\$69,850
Task 2: Geotechnical Engineering Services (Excluded)	
Task 3: Environmental Engineering Services (Excluded)	
Task 4: Civil Engineering Services – 30% Design Phase	\$55,081.25
Task 5: Civil Engineering Services – 60% Design Phase	\$32,065.00
Task 6: Civil Engineering Services – 90% Design Phase	\$21,457.50
Task 7: Civil Engineering Services – Final Design and Bid Phase	\$17,520.00
Task 8: Construction Phase Engineering Services and Project Closeout	\$5,300.00
<b>Total</b>	<b>\$201,273.75</b>

Bee Creek Tributary B Shared Use Path	Fee (Hourly not to exceed)
Task 1: Survey Services (Subcontractor)	\$23,650.00
Task 2: Geotechnical Engineering Services	\$21,913.91
<ul style="list-style-type: none"> <li>• 2.1a Engineering and Report</li> <li>• 2.1b General Lab Testing (Subcontractor)</li> <li>• 2.2 Field Engineering</li> <li>• 2.3 Drilling (Subcontractor)</li> <li>• 2.4 Post Report Consultation and Meetings</li> </ul>	\$7,086.25 \$6,276.10 \$3,470.00 \$4,569.06 \$512.50
Task 3: Environmental Engineering Services	\$2,000
Task 4: Civil Engineering Services – 30% Design Phase	\$36,216.25
Task 5: Civil Engineering Services – 60% Design Phase	\$16,167.50
Task 6: Civil Engineering Services – 90% Design Phase	\$12,527.50
Task 7: Civil Engineering Services – Final Design and Bid Phase	\$10,607.50
Task 8: Construction Phase Engineering Services and Project Closeout	\$2,980.00
Task 9: Structural Engineering Services (Subcontractor)	\$40,693
<b>Total</b>	<b>\$166,755.66</b>

Bee Creek Shared Use Path	Fee (Hourly not to exceed)
Task 1: Survey Services (Subcontractor)	\$29,150.00
Task 2: Geotechnical Engineering Services	\$42,510.23
• 2.1a Engineering and Report	\$13,741.25
• 2.1b General Lab Testing (Subcontractor)	\$12,195.52
• 2.2 Field Engineering	\$6,670.00
• 2.3 Drilling (Subcontractor)	\$8,878.46
• 2.4 Post Report Consultation and Meetings	\$1,025.00
Task 3: Environmental Engineering Services	\$2,000
Task 4: Civil Engineering Services – 30% Design Phase	\$32,382.50
Task 5: Civil Engineering Services – 60% Design Phase	\$21,680.00
Task 6: Civil Engineering Services – 90% Design Phase	\$18,337.50
Task 7: Civil Engineering Services – Final Design and Bid Phase	\$13,327.50
Task 8: Construction Phase Engineering Services and Project Closeout	\$4,500.00
Task 9: Structural Engineering Services (Subcontractor)	\$40,693
<b>Total</b>	<b>\$204,580.73</b>

Spring Creek Shared Use Path	Fee (Hourly not to exceed)
Task 1: Survey Services (Subcontractor)	\$8,800.00
Task 2: Geotechnical Engineering Services	\$12,994.03
• 2.1a Engineering and Report	\$4,160.00
• 2.1b General Lab Testing (Subcontractor)	\$3,664.06
• 2.2 Field Engineering	\$1,990.00
• 2.3 Drilling (Subcontractor)	\$2,667.47
• 2.4 Post Report Consultation and Meetings	\$512.50
Task 3: Environmental Engineering Services	\$2,000
Task 4: Civil Engineering Services – 30% Design Phase	\$20,025.00
Task 5: Civil Engineering Services – 60% Design Phase	\$19,440.00
Task 6: Civil Engineering Services – 90% Design Phase	\$15,885.00
Task 7: Civil Engineering Services – Final Design and Bid Phase	\$13,242.50
Task 8: Construction Phase Engineering Services and Project Closeout	\$3,660.00
Task 9: Structural Engineering Services (Subcontractor)	\$40,693
<b>Total</b>	<b>\$136,739.25</b>

**Additional Services:**

<b>Electrical Engineering and Lighting Design Services</b>		<b>Fee</b>
Bee Creek Tributary B Shared Use Path		\$6,603.75
• 90% Design Phase		\$4,402.50
• Final Design Phase		\$2,201.25
Bee Creek Shared Use Path		\$12,843.75
• 90% Design Phase		\$8,562.50
• Final Design Phase		\$4,281.25
Spring Creek Shared Use Path		\$3,917.50
• 90% Design Phase		\$2,635.00
• Final Design Phase		\$1,282.50
<b>Total</b>		<b>\$23,365.00</b>

<b>Construction Materials Testing (Subcontractor)</b>		<b>Fee</b>
Laboratory		\$30,705.00
Earthwork		\$24,730.00
Concrete		\$33,000.00
Project Management		\$17,900.00
<b>Total</b>		<b>\$106,335.00</b>

Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the fees and will be added to each monthly invoice. **CED estimates the Reimbursable expenses in the amount of \$10,000. Payment terms are NET30 of receipt of invoice.**

## Section II – Rate Schedule

### Technical Staff Rates 2025

Billing Titles	Hourly Rates
Executive Principal	360.00
Senior Principal	345.00
Principal	320.00
Senior Technical Director	295.00
Senior Project Manager	270.00
Technical Director	230.00
Project Manager	220.00
Senior Project Specialist	200.00
Project Specialist	190.00
Technical Professional	180.00
Technical Specialist	170.00
Specialist	160.00
Senior Data Technician	150.00
Senior Technical Assistant	140.00
Technical Assistant	125.00
Field Technician	115.00
Data Technician	115.00
Survey Crew – 1 Person w/Robotic Equipment	195.00
Additional Survey Crew Member	85.00
SUE Crew (designating) – 1 Person	160.00
Additional (designating) Member	85.00
SUE Crew (locating) – 2 Person	220.00
Additional (locating) Member	85.00
Expert Witness	425.00
Sr. LSRP	330.00
LSRP	290.00

### Reimbursable Expenses

General Expenses	Cost + 10%
Travel (Hotel, Airfare, Meals)	Cost + 10%
Sub-Consultants/Sub-Contractors	Cost + 10%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.05 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.70 / Per Mile
	Field Vehicle 0.70 / Per Mile

\*Mileage reimbursement subject to change based upon IRS standard mileage rate.