

October 23, 2025
Item No. 9.5.
VPAC Baseball Fields GMP No. 1 Infrastructure

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an amendment to the Construction Manager at Risk (CMAR) Contract with Crain Group, LLC accepting the CMAR's proposed Guaranteed Maximum Price (GMP No. 1) of up to \$4,805,696 for the Phase I Infrastructure of VPAC Baseball Fields plus the City's contingency in the amount of \$200,000 for a total appropriation of \$5,005,696.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s):

Summary: This project involves the design, and construction of three (3) new, fully synthetic baseball fields at Veterans Park, located at 3101 Harvey Road. All three fields will be at least 365' to center field, with the capability of playing different age groups on them. In addition, one of the three fields will be designed as a championship field. The championship field will have increased sitting, locker rooms, and more, that will set it apart from the other two fields.

The Construction Manager at Risk (CMAR) for pre-construction and construction phase services was solicited via Request for Proposal (RFP) on July 31, 2024. A total of five (5) RFPs were received for RFP 24-069. Of the five proposals received, two were invited for interviews. After evaluations and interviews, Crain Group, LLC was selected as the most qualified, best value to the city based on the published selection criteria.

Crain Group, LLC will provide pre-construction services (construction reviews, material coordination, cost estimating, etc.) during the design phase, in coordination with the design team. Crain Group, LLC, will also provide construction phase services. Construction will be bid out through the CMAR, following all applicable procurement laws, and presented to the City Council for approval as a Guaranteed Maximum Price (GMP) for each construction phase(s) of the project.

This amendment (GMP No. 1) to the current construction manager at risk contract with Crain Group LLC includes project general conditions, earthwork, storm water pollution plans, site clearing/grubbing, temporary drainage system, pre-cast reinforced box culverts, safety treatment end walls, grading of site to designed elevations, hydro-seeding at all disturbed areas, insurance, bonds, construction contingency, and CMAR fee.

Phase I will focus on site preparation for the installation of three new fully synthetic baseball fields at Veterans Park. This phase includes comprehensive drainage improvements and grading work to ensure proper field elevation, water runoff management, and long-term durability of the playing surfaces.

Phase 1 has two possible options for consideration:

- Tributary Work Only: \$3.66M

- This work could be completed regardless of the overall project moving forward to set the site up for future growth.

- Tributary Work + Mass Grading of the site: \$4.8M

- This option provides the most value as combining mass grading with the tributary work saves approximately \$100k and 3-4 weeks of time to the schedule.
- This work could be completed regardless of the overall project moving forward to set the site up for future growth.

Budget & Financial Summary: A budget of \$20,000,000 is available in the Parks Projects Fund. Prior to this item, a total of \$1,664,964 has been expended or encumbered to date. If this item and item 7.2 on this agenda are both approved, a balance of \$12,390,055 will remain for additional work.

Attachments:

1. 25300062_VPAC CMAR Amendment No.1 GMP 1 Option 1 - \$3.6M
2. 25300062_VPAC CMAR Amendment No.1 GMP 1 Option 2 - \$4.8M



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300062GMP1 PROJECT #: PK2502 BID/RFP/RFQ#: RFP 24-069

Project Name / Contract Description: Baseball Fields at Veterans Park
GMP No.1 Tributary Work

Name of Contractor: Crain Group, LLC

CONTRACT TOTAL VALUE: \$ 3,660,225 **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** Option 1

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

PK2505 / 41389971-6561

Cost of work \$3,660,225 / City Contingency \$200,000 / Total \$3,860,225

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 10/23/25 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 10/10/2025
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

**GUARANTEED MAXIMUM PRICE AMENDMENT NO. 1
TO THE STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONSTRUCTION MANAGER AT RISK**

This Guaranteed Maximum Price Amendment No. 1 to the Standard Form of Agreement Between City and Construction Manager At Risk (“Amendment No. 1” or “GMP No. 1”) is entered into by and between the City of College Station, Texas (“City” or “Owner”) and Crain Group, LLC (“Construction Manager”) for the construction of the following City Project: Baseball Fields at Veterans Park. This Amendment No. 1 amends the one certain Standard Form of Agreement Between the City and Construction Manager At Risk (the “Agreement”) entered into by and between the City of College Station, Texas and Construction Manager, dated October 25, 2024 (Contract No. 25300062), and further establishes the time for completion of the construction and a Guaranteed Maximum Price (“GMP”) for the construction of the: Phase I Infrastructure and Tributary Work, and time for completion of construction as set forth below:

RECITALS

WHEREAS, City and Construction Manager entered into the Agreement dated as of October 25, 2024, for the construction of the City’s Baseball Fields at Veterans Park Project; and

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

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

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

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

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

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

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

1. **Agreement Modified**. The Construction Manager acknowledges that this Amendment No. 1 does modify the original Project scope, budget, and time for completion set forth in the Agreement.
2. **Amendment is Cumulative**. The Construction Manager acknowledges that this Amendment No. 1 is cumulative and includes the costs for the payment bond, performance bond, insurance, general and administrative costs.
3. **GMP Proposal and Bonds**. City hereby accepts the Construction Manager’s detailed GMP Proposal GMP Amendment No. 1 submitted by Construction Manager, dated October 7, 2025, a true and complete

copy of which, including the required Payment and Performance Bonds, are both attached hereto and incorporated herein by reference, marked as Exhibit “A” and Exhibit “B”.

4. **CMAR General Conditions for GMP No. 1.** The Construction Manager’s General Conditions for GMP No. 1 is: **Two Hundred One Thousand Seven Hundred Forty Dollars (\$201,740.00).**
5. **Cost of Work and Contingency for GMP No. 1.** Construction Manager’s GMP for the Cost of the Work and Contingency for this GMP No. 1 is: **Three Million Three Hundred Sixty Nine Thousand Two Hundred Twelve Dollars (\$3,369,212.00).** subject to additions and deductions by Change Order as provided in the Contract Documents as agreed by City and Construction Manager. GMP No. 1 is an amount that the Cost of the Work shall not exceed and is based on and detailed in the attached Exhibit “A”.
6. **CMAR Fee for GMP No. 1.** The Construction Manager’s Fee for the Construction of the Work in GMP No. 1 is hereby established in the sum of **Eighty-Nine Thousand Two Hundred Seventy-Four Dollars (\$89,274.00).** based on the product of **2.5%** multiplied by the Cost of the Work (including Contingency), and said sum is included within the above stated GMP No. 1.
7. **Total GMP No. 1 Amount.** The total amount for GMP No. 1 is: **Three Million Six Hundred Sixty Thousand Two Hundred Twenty-Five Dollars (\$3,660,225.00).**
8. **All Costs Included in CMAR Fee.** All costs and expenses for those General Conditions, identified by Construction Manager in its response to the RFP, as well as all overhead expenses and Cost of the Work for the construction are included in the above GMP totals. Construction Manager acknowledges and agrees that City shall have no liability for any General Condition expenses beyond payment of the above noted amount, and Construction Manager agrees that it shall not be entitled to receive any additional compensation from City for the General Conditions beyond this amount unless expressly adjusted by a Change Order authorized in writing by the City.
9. **City Contingency.** City has established a City’s Contingency fund for GMP No. 1 in the sum of **Two Hundred Thousand Dollars (\$200,000.00)** for this Project. Construction Manager has no right or entitlement to the City’s Contingency fund and use of such funds are subject to the prior written approval and issuance of a Change Order by City. Should any contingency funds be required for use on the Project, the parties must enter into a written Change Order allocating that portion of the contingency to the Project for specific identified items. Failure to obtain a fully executed Change Order allocating contingency shall waive any rights Construction Manager may have to said funds. Should Construction Manager perform work for which it seeks funds in excess of the GMP but within the City’s identified Project contingency, then Construction Manager does so at its own risk of cost and the GMP shall not be adjusted upwards.
10. **Substantial Completion of Phase I Infrastructure and Tributary Work.** Pursuant to the terms of the Agreement, the Project will be substantially complete within **One Hundred Twenty (120) calendar days** from the date that Written Notice to Proceed is issued for GMP No. 1, as defined in Section 2.15 of the Agreement.
11. **Agreement Terms and Conflict.** Except as modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, as amended, City and Construction Manager agree that the terms of this Amendment shall take precedence.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the last date making it fully executed.

CRAIN GROUP, LLC

CITY OF COLLEGE STATION

By: 

By: _____

Printed Name: John Green

City Manager

Date: _____

Title: Chief Operating Officer

Date: 10/10/2025

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

List of Exhibits:

Exhibit "A" – GMP No. 1 – Construction Manager’s GMP No. 1 Proposal w/Attachments

Exhibit "B" – GMP No. 1 – Payment and Performance Bonds for GMP No. 1

Exhibit "A"
Construction Manager's GMP No. 1 Proposal w/Attachments

Exhibit "A"



October 7, 2025

Via email
rwarncke@cstx.gov

Mr. Rusty Warncke
Project Manager II, Capital Projects
City of College Station
PO Box 9960
College Station, TX 77842

Re: Contract #25300062 CMAR Contract for Baseball Fields at Veterans Park; Guaranteed Maximum Price Proposal – Phase I Infrastructure

Mr. Warncke:

Pursuant to section 23.03 of the Contract for the above captioned project we are pleased to present this Guaranteed Maximum Price Proposal for review and approval. This project provides us with an outstanding opportunity to demonstrate the strength of our experience and resources in constructing sports complex facilities, more specifically, the Phase I Infrastructure work for the pre-existing tributary that is vital to the timely completion of the overall project. We look forward to the continued success of this project and strengthening our partnership with the City of College Station.

1. Guaranteed Maximum Price (“GMP”)

After careful review and coordination of the design intent and published documents with the City’s staff and design consultants, Crain Group, through public solicitation, received competitive subcontractor and material supplier proposals for the work indicated in the construction documents. We then reviewed and tabulated each proposal to derive the GMP Proposal as further described. As such, we hereby propose our construction services to not exceed **Three Million Six Hundred Sixty Thousand Two Hundred Twenty-Five Dollars (\$3,660,225)**. Our services include Project General Conditions, Field Engineering/Layout, Earthwork, Storm Water Pollution Prevention Plan, Site Clearing/Grubbing, Trench Safety, Temporary Drainage System Allowance, Mat Rental, Temporary Fencing, Pre-Cast Reinforced Box Culverts, Safety Treatment Endwalls, Rough Grade Site, Insurance, Performance and Payment Bonds, Construction Contingency, and CMAR Fee. A detailed estimate is attached hereto.

2. Drawings and Specifications

The GMP and Contract Time are based on the Contract Documents and the following drawings, including Addendum #1 dated 9.22.25, and responses to Questions & Answers dated 10.01.25. Specifications are contained within the drawings.

Number	Title	Date
C-01	Cover Sheet	9.22.25
C-02	General Notes	9.18.25
C-03	City Site Plan	9.22.25
C-04	Demolition Plan	9.18.25
C-05	Erosion Control Plan	9.18.25
C-06	Grading Plan (1 of 4)	9.18.25
C-07	Grading Plan (2 of 4)	9.18.25
C-08	Grading Plan (3 of 4)	9.18.25
C-09	Grading Plan (4 of 4)	9.18.25
C-10	Pre-Project Drainage Map	9.18.25
C-11	Post-Project Drainage Map	9.18.25



C-12	Storm Drain Plan & Profile – Culvert -1	9.22.25
C-13	Storm Drain Plan & Profile – SD-A & SD-B	9.22.25
C-14	Waterline Plan & Profile	9.18.25
C-15	Erosion Control Details (Sheet 1 of 2)	9.18.25
C-16	Erosion Control Details (Sheet 2 of 2)	9.18.25
C-17	Storm Details (Sheet 1 of 3)	9.22.25
C-18	Storm Details (Sheet 2 of 3)	9.22.25
C-19	Storm Details (Sheet 3 of 3)	9.18.25
C-20	Utility Details (Sheet 1 of 2)	9.18.25
C-21	Utility Details (Sheet 1 of 2)	9.18.25

3. Allowances

Allowances included in the GMP are as follows:

Item	Price
Temporary Drainage / Dewatering Allowance	\$75,000
Construction Contingency	\$201,589

4. Clarifications and Assumptions

The following assumptions and clarifications form the basis of the GMP are as follows:

1. Proposal only considers clearing/grubbing as required at tributary work with Earthwork to include backfill of rigid concrete boxes per drawings and specifications and graded to drain. Site grading and cut/fill included in the Drawings and Specifications is considered to be included in the Phase II scope.
2. Proposal does not include hydro mulching/hydroseeding.
3. Proposal only considers temporary construction fencing and erosion control fencing around tributary work and not enclosing the entire site.

5. Itemized Statement of the GMP

Attached is an itemized statement of the GMP organized by trade categories, including allowances, alternates, the CMAR contingency, the CMAR Fee, and all other items that comprise the GMP as defined in Section 27 of the Contract.

6. Date of Substantial Completion

Pursuant to the receipt of the construction documents on 9.18.25, anticipated City Council approval of the GMP on 10.23.25, and receipt of the permit in advance of commencement, the Date of Commencement is considered to be no later than 10.27.25 with a Date of Substantial Completion of 2.24.26.

Should the Date of Commencement not occur as indicated, Substantial Completion will be 120 days after the actual Date of Commencement. Attached is a detailed project schedule.

7. Exclusions

Exclusions upon which the GMP is based are as follows:

Not Applicable



We sincerely appreciate the opportunity to continue serving the City of College Station on this important project. Crain Group is prepared to mobilize and commence construction activities immediately upon authorization. We are committed to delivering this project with the quality, efficiency, and professionalism you expect and deserve.

If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

John Green
Chief Operating Officer

Attachment:

10.07.25 – Phase I Tributary GMP Estimate
10.07.25 – Phase I Tributary Construction Schedule

Cc: Ms. Jennifer Cain – City of College Station
Mr. Brad Crain – Crain Group
Mr. Tad Bourgeois – Crain Group
Mr. Jake Crain - Crain Group



CSTAT VETERANS PARK GMP ESTIMATE - TRIBUTARY

10/7/2025

PROJECT:

College Station Veterans Park - Tributary (Phase 1)
 3101 Harvey Road
 College Station, TX 77845

DESCRIPTION	QTY	UNIT	RATE	ITEM TOTAL	DIVISION TOTAL
General Conditions -Tributary					201,740
Onsite Project Management					
Project Executive	4	mos	2,500	10,000	
Project Manager	4	mos	6,250	25,000	
Project Superintendent	4	mos	10,500	42,000	
Asst. Superintendent	4	mos	3,900	15,600	
Project Engineer	4	mos	1,953	7,812	
Project Support Staff	4	mos	1,692	6,768	
Temporary Project Construction & Utilities for CM Staff					
Construction Dumpster	4	mos	1,150	4,600	
Monthly Phone Service	4	mos	250	1,000	
Project Water & Utilities	4	mos	350	1,400	
Temporary Toilet	4	mos	400	1,600	
Temporary Fire Protection	0	mos	45	0	
Ceremonies	0	ls	1,000	0	
Field Offices & Office Supplies					
Job Photos and Videos	4	mos	50	200	
CM Project Specific Signage	0	mos	1,000	0	
Postage and Deliveries	4	mos	50	200	
Mobilization for Office Trailers	1	mos	2,500	2,500	
Monthly Office Rental Costs	4	mos	1,500	6,000	
Storage Trailers	4	mos	225	900	
Field Office Equipment	4	mos	420	1,680	
Vehicles	4	mos	2,000	8,000	
Safety Equipment	4	mos	420	1,680	
First Aid Supplies	4	mos	85	340	
Job Office Supplies	4	mos	50	200	
Janitorial Supplies	4	mos	25	100	
Field Office Furniture	4	mos	240	960	
Copy Machine and Supplies	4	mos	125	500	
Bonds and Insurance					
GL,Auto,WC & Builders Risk - Tributary	1	ls	22,950	22,950	
Payment & Performance Bonds - Tributary	1	ls	39,750	39,750	
Site Work - Tributary					3,167,623
Field Engineering/Layout	1	ls	10,000	10,000	
Construction (Temporary) Fencing	1	ls	30,000	30,000	
Trench Safety	1	ls	20,000	20,000	
Mat Rental	3	mo	5,000	15,000	
Temporary Drainage / Dewatering Allowance	1	ls	75,000	75,000	
Concrete & Concrete Accessories	1	ls	30,000	30,000	
Concrete Truck Washout	1	ls	3,000	3,000	
<u>SWPPP</u>	1	ls	41,582	41,582	
<u>Demolition</u>	1	ls	13,500	13,500	
Demo - Fence Removal (Chainlink & Ornamental)					incl
Demo - Existing Concrete Headwall					incl

<u>Earthwork</u>				
	1	Is	113,881	113,881
Site Clearing & Grubbing				incl
Excavate & Stockpile / Spead out on site				incl
Proofroll & Compact Site				incl
Backfill & Finish Grade				incl
Stabilization at Tributary Flow Line	1	Is	40,000	40,000
<u>Storm Sewer</u>				
RC Box Culvert (precast) installation (3ea - 7'W x 4'H x 780'L) (2,340lf)	1	Is	2,674,887	2,674,887
CIP Headwall				incl
18" Common Stone Rip Rap (ungROUTed) (513 sy)				incl
Railing at Culvert Entrance	1	Is	0	0
<u>Water Lines</u>				
WL-A (8" C900 PVC - 16" steel encased)	1	Is	100,773	100,773
WL-B (8" DI Pipe)				incl
Lower Water Main (18" DI Pipe)				incl

Subtotal			\$3,369,362	\$3,369,362
<hr/>				
Allowances and Contingencies				\$201,589
Contingency			\$201,589	
CMAR Fee		2.5%		\$89,274
GRAND TOTAL				\$3,660,225

ID	Task Name	Duration	Start	Finish	% Comp	Timeline											
						Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025	Qtr 2, 2025	Qtr 3, 2025	Qtr 4, 2025	Qtr 1, 2026	Qtr 2, 2026	Qtr 3, 2026	Qtr 4, 2026	Qtr 1, 2027	Qtr 2, 2027
1	Veterans Park Ballfields	644 days	Wed 1/22/25	Mon 7/12/27	14%												
2	Milestones	644 days	Wed 1/22/25	Mon 7/12/27	0%	<ul style="list-style-type: none"> Kick Off Meeting ◆ 1/22 Tributary Scope Permit ◆ 10/2 Phase I Mobilize ◆ 10/27 Obtain Phase II Permit ◆ 2/5 Phase II Mobilize ◆ 3/2 Substantial Completion ◆ 5/14 Certificate of Occupancy ◆ 7/12 											
10	Design	248 days	Mon 3/17/25	Thu 2/26/26	66%	<ul style="list-style-type: none"> Conceptual Design Steering Committee Review Meeting Conceptual Design Budget Conceptual Design & Budget Approval ◆ 7/24 Phase I Tributary Design Tributary Construction Documents Phase I Advertising Submit for Tributary Scope Permit Phase I Bidding Phase I Bid Opening ◆ 10/3 Phase I Bid Review Phase I Legal Phase I Submit for City Agenda ◆ 10/17 Phase I City Council Approval ◆ 10/23 Phase II Project Design Schematic Design Development Drawings Schematic/Development Budget Schematic/Development Approval Construction Documents Phase II Advertising Submit for Phase II Permit Phase II GMP Bidding Phase II GMP Bid Opening ◆ 2/6 Phase II GMP Bid Review Phase II Legal Phase II Submit for City Agenda ◆ 2/20 Phase II City Council Approval ◆ 2/26 Phase I Procurement Long Leads Phase I Tributary/Site Construction Site Mobilization Tributary Clearing & Hauloff 											
11	Conceptual Design	17.2 wks	Mon 3/17/25	Mon 7/14/25	100%												
12	Steering Committee Review Meeting	1 day	Mon 5/19/25	Mon 5/19/25	100%												
13	Conceptual Design Budget	1.2 wks	Mon 5/12/25	Tue 7/15/25	100%												
14	Conceptual Design & Budget Approval	0 days	Thu 7/24/25	Thu 7/24/25	100%												
15	Phase I Tributary Design	64 days	Fri 7/25/25	Thu 10/23/25	90%												
16	Tributary Construction Documents	8 wks	Fri 7/25/25	Thu 9/18/25	100%												
17	Phase I Advertising	10 days	Fri 9/5/25	Thu 9/18/25	100%												
18	Submit for Tributary Scope Permit	10 days	Fri 9/19/25	Thu 10/2/25	100%												
19	Phase I Bidding	10 days	Fri 9/19/25	Thu 10/2/25	100%												
20	Phase I Bid Opening	0 days	Fri 10/3/25	Fri 10/3/25	100%												
21	Phase I Bid Review	5 days	Mon 10/6/25	Fri 10/10/25	40%												
22	Phase I Legal	5 days	Mon 10/13/25	Fri 10/17/25	0%												
23	Phase I Submit for City Agenda	0 days	Fri 10/17/25	Fri 10/17/25	0%												
24	Phase I City Council Approval	0 days	Thu 10/23/25	Thu 10/23/25	0%												
25	Phase II Project Design	154 days	Fri 7/25/25	Thu 2/26/26	38%												
26	Schematic Design	8 wks	Fri 7/25/25	Thu 9/18/25	100%												
27	Development Drawings	8 wks	Fri 8/22/25	Thu 10/16/25	83%												
28	Schematic/Development Budget	15 days	Fri 10/17/25	Thu 11/6/25	0%												
29	Schematic/Development Approval	5 days	Fri 11/7/25	Thu 11/13/25	0%												
30	Construction Documents	10 wks	Fri 11/14/25	Thu 1/22/26	0%												
31	Phase II Advertising	10 days	Fri 1/9/26	Thu 1/22/26	0%												
32	Submit for Phase II Permit	10 days	Fri 1/23/26	Thu 2/5/26	0%												
33	Phase II GMP Bidding	10 days	Fri 1/23/26	Thu 2/5/26	0%												
34	Phase II GMP Bid Opening	0 days	Fri 2/6/26	Fri 2/6/26	0%												
35	Phase II GMP Bid Review	5 days	Mon 2/9/26	Fri 2/13/26	0%												
36	Phase II Legal	5 days	Mon 2/16/26	Fri 2/20/26	0%												
37	Phase II Submit for City Agenda	0 days	Fri 2/20/26	Fri 2/20/26	0%												
38	Phase II City Council Approval	0 days	Thu 2/26/26	Thu 2/26/26	0%												
39	Phase I Procurement Long Leads	46 days	Mon 10/27/25	Mon 12/29/25	0%												
45	Phase I Tributary/Site Construction	87 days	Mon 10/27/25	Tue 2/24/26	0%												
46	Site Mobilization	5 days	Mon 10/27/25	Fri 10/31/25	0%												
47	Tributary Clearing & Hauloff	15 days	Mon 11/3/25	Fri 11/21/25	0%												

**Veterans Park Ballfields CMAR
Preliminary Schedule**

Tue 10/7/25



Exhibit “B”
Payment and Performance Bonds for GMP No. 1

EXHIBIT B

PERFORMANCE AND PAYMENT BONDS

Pursuant to Tex. Gov't Code Sec. 2269.258:

(a) No Bid Bond Provided – If the GMP has not yet been determined and the CMAR did not provide an acceptable bid bond, the CMAR shall provide at contract award either (1) Payment and Performance Bonds in an amount equal to the total Construction Budget contained in the RFP or (2) the CMAR shall provide another financial security acceptable to the City ensuring that CMAR will furnish the required performance and payment bonds when a GMP is established. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

(b) Bid Bond Provided – If the GMP has not yet been determined and the CMAR has provided an acceptable bid bond, the CMAR shall provide Payment and Performance Bonds upon the City’s acceptance and approval of the Guaranteed Maximum Price. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

Project No. PK2502

PERFORMANCE BOND

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, Crain Group, L.L.C., as Principal, hereinafter called “Contractor” and the other subscriber hereto Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, licensed to do business in the State of Texas and admitted to write bonds, as Surety, herein after called “Surety”, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, Texas (“City”), a municipal corporation, in the sum of Four Million Eight Hundred Five Thousand Six Hundred Ninety-Six and 00/100 Dollars (\$ 4,805,696.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally pursuant to the obligations and payment of this Performance Bond (“Bond”) as follows:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed an Agreement (as used herein including the Agreement Documents) in writing with the City of College Station for the following City Project (“Project”):
CMAR Contract for Baseball Fields at Veterans Park - Phase I Infrastructure, with all of the work (“Work”) for the Project to be done as set out in full in said Agreement therein referred to and adopted by the City Council of the City of College Station, Texas, all of which

documents, as amended, are incorporated by reference for all purposes and made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the Contractor shall faithfully and strictly perform Agreement in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Agreement Documents described therein, and shall comply strictly with each and every provision of the Agreement, as amended, including all warranties and indemnities therein, and with this Bond, then this Bond obligation shall become null and void and shall have no further force and effect; otherwise this Bond obligation is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatsoever in securing compliance on the part of the Contractor with the terms of the Agreement, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Agreement in the underwriting of this Performance Bond, the Surety hereby waives any notice to the Surety of any default or delay by the Contractor in the performance of the Agreement, and also agrees that the Surety shall be bound to take notice of and shall be held to have knowledge of all conduct, acts, or omissions of the Contractor in all matters pertaining to the Agreement and Project. The Surety understands and agrees that the provision in the Agreement that the City shall retain certain amounts due the Contractor until the expiration of a specified time from the acceptance of the Work of the Project is intended for the City's benefit, and the City shall have the right to pay or withhold such retained amounts or any other amount owing under the Agreement without changing or affecting the liability of the Surety under this Bond in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, the Agreement Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work of the Project to be done thereunder; and that such changes, if made, shall not in any way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom. Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of


the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statutes.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached a current Power of Attorney as required by this Bond.

CONTRACTOR EXECUTION:

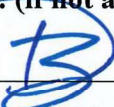
ATTEST, SEAL OF CONTRACTOR: (if a corporation)

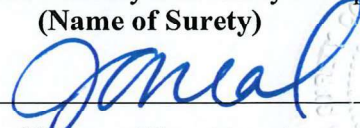
WITNESS: (if not a corporation)
By: 
Name: Michele Bonnin
Title: Witness
Date: October 8, 2025

Crain Group, L.L.C.
(Name of Contractor)
By: 
Name: Jaxon Crain
Title: Vice President
Date: October 8, 2025
Address of Contractor: _____
3801 Knapp Road, Pearland , TX 77581

SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)
By: 
Name: Debbie Bledsoe
Title: Witness
Date: October 8, 2025

Travelers Casualty and Surety Company of America
(Name of Surety)
By: 
Name: Jillian O'Neal
Title: Attorney-in-Fact
Date: October 8, 2025
Address of Surety: _____
One Tower Square, Hartford, CT 06183

**ACCEPTANCE BY CITY:
REVIEWED:**

**THE FOREGOING PERFORMANCE
BOND IS ACCEPTED ON BEHALF OF
THE CITY OF COLLEGE STATION,
TEXAS:**

City Attorney's Office
Date: _____

City Manager
Date: _____



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300062GMP1 PROJECT #: PK2502 BID/RFP/RFQ#: RFP 24-069

Project Name / Contract Description: Baseball Fields at Veterans Park
GMP No.1 Tributary Work

Name of Contractor: Crain Group, LLC

CONTRACT TOTAL VALUE: \$ 4,805,696 **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** Option 2

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
PK2505 / 41389971-6561

Cost of work \$4,805,696.00 / City Contingency \$200,000 / Total \$5,005,696.00

(If required)*
CRC Approval Date*: N/A **Council Approval Date*:** 10/23/25 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 10/10/2025
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

**GUARANTEED MAXIMUM PRICE AMENDMENT NO. 1
TO THE STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONSTRUCTION MANAGER AT RISK**

This Guaranteed Maximum Price Amendment No. 1 to the Standard Form of Agreement Between City and Construction Manager At Risk (“Amendment No. 1” or “GMP No. 1”) is entered into by and between the City of College Station, Texas (“City” or “Owner”) and Crain Group, LLC (“Construction Manager”) for the construction of the following City Project: Baseball Fields at Veterans Park. This Amendment No. 1 amends the one certain Standard Form of Agreement Between the City and Construction Manager At Risk (the “Agreement”) entered into by and between the City of College Station, Texas and Construction Manager, dated October 25, 2024 (Contract No. 25300062), and further establishes the time for completion of the construction and a Guaranteed Maximum Price (“GMP”) for the construction of the: Phase I Infrastructure, Tributary Work, and Full Site Grading to Designed Elevations, and time for completion of construction as set forth below:

RECITALS

WHEREAS, City and Construction Manager entered into the Agreement dated as of October 25, 2024, for the construction of the City’s Baseball Fields at Veterans Park Project; and

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

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

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

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

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

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

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

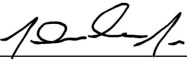
1. **Agreement Modified**. The Construction Manager acknowledges that this Amendment No. 1 does modify the original Project scope, budget, and time for completion set forth in the Agreement.
2. **Amendment is Cumulative**. The Construction Manager acknowledges that this Amendment No. 1 is cumulative and includes the costs for the payment bond, performance bond, insurance, general and administrative costs.
3. **GMP Proposal and Bonds**. City hereby accepts the Construction Manager’s detailed GMP Proposal GMP Amendment No. 1 submitted by Construction Manager, dated October 8, 2025, a true and complete copy of

which, including the required Payment and Performance Bonds, are both attached hereto and incorporated herein by reference, marked as Exhibit “A” and Exhibit “B”.

4. **CMAR General Conditions for GMP No. 1.** The Construction Manager’s General Conditions for GMP No. 1 is: **Two Hundred Twelve Thousand Three Hundred Thirty Dollars (\$212,330.00).**
5. **Cost of Work and Contingency for GMP No. 1.** Construction Manager’s GMP for the Cost of the Work and Contingency for this GMP No. 1 is: **Four Million Four Hundred Seventy-Six Thousand One Hundred Fifty-Four Dollars (\$4,476,154.00).** subject to additions and deductions by Change Order as provided in the Contract Documents as agreed by City and Construction Manager. GMP No. 1 is an amount that the Cost of the Work shall not exceed and is based on and detailed in the attached Exhibit “A”.
6. **CMAR Fee for GMP No. 1.** The Construction Manager’s Fee for the Construction of the Work in GMP No. 1 is hereby established in the sum of **One Hundred Seventeen Thousand Two Hundred Twelve Dollars (\$117,212.00).** based on the product of 2.5% multiplied by the Cost of the Work (including Contingency), and said sum is included within the above stated GMP No. 1.
7. **Total GMP No. 1 Amount.** The total amount for GMP No. 1 is: **Four Million Eight Hundred Five Thousand Six Hundred Ninety-Six Dollars (\$4,805,696.00).**
8. **All Costs Included in CMAR Fee.** All costs and expenses for those General Conditions, identified by Construction Manager in its response to the RFP, as well as all overhead expenses and Cost of the Work for the construction are included in the above GMP totals. Construction Manager acknowledges and agrees that City shall have no liability for any General Condition expenses beyond payment of the above noted amount, and Construction Manager agrees that it shall not be entitled to receive any additional compensation from City for the General Conditions beyond this amount unless expressly adjusted by a Change Order authorized in writing by the City.
9. **City Contingency.** City has established a City’s Contingency fund for GMP No. 1 in the sum of **Two Hundred Thousand Dollars (\$200,000.00)** for this Project. Construction Manager has no right or entitlement to the City’s Contingency fund and use of such funds are subject to the prior written approval and issuance of a Change Order by City. Should any contingency funds be required for use on the Project, the parties must enter into a written Change Order allocating that portion of the contingency to the Project for specific identified items. Failure to obtain a fully executed Change Order allocating contingency shall waive any rights Construction Manager may have to said funds. Should Construction Manager perform work for which it seeks funds in excess of the GMP but within the City’s identified Project contingency, then Construction Manager does so at its own risk of cost and the GMP shall not be adjusted upwards.
10. **Substantial Completion of Phase I Infrastructure and Tributary Work.** Pursuant to the terms of the Agreement, the Project will be substantially complete within **One Hundred Twenty (120) calendar days** from the date that Written Notice to Proceed is issued for GMP No. 1, as defined in Section 2.15 of the Agreement.
11. **Agreement Terms and Conflict.** Except as modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, as amended, City and Construction Manager agree that the terms of this Amendment shall take precedence.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the last date making it fully executed.

CRAIN GROUP, LLC

By: 

Printed Name: John Green

Title: Chief Operating Officer

Date: 10/10/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

List of Exhibits:

Exhibit "A" – GMP No. 1 – Construction Manager’s GMP No. 1 Proposal w/Attachments

Exhibit "B" – GMP No. 1 – Payment and Performance Bonds for GMP No. 1

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



October 8, 2025

Via email
rwarncke@cstx.gov

Mr. Rusty Warncke
Project Manager II, Capital Projects
City of College Station
PO Box 9960
College Station, TX 77842

Re: Contract #25300062 CMAR Contract for Baseball Fields at Veterans Park; Guaranteed Maximum Price Proposal – Phase I Infrastructure

Mr. Warncke:

Pursuant to section 23.03 of the Contract for the above captioned project we are pleased to present this Guaranteed Maximum Price Proposal for review and approval. This project provides us with an outstanding opportunity to demonstrate the strength of our experience and resources in constructing sports complex facilities, more specifically, the Phase I Infrastructure work for the pre-existing tributary that is vital to the timely completion of the overall project. We look forward to the continued success of this project and strengthening our partnership with the City of College Station.

1. Guaranteed Maximum Price (“GMP”)

After careful review and coordination of the design intent and published documents with the City’s staff and design consultants, Crain Group, through public solicitation, received competitive subcontractor and material supplier proposals for the work indicated in the construction documents. We then reviewed and tabulated each proposal to derive the GMP Proposal as further described. As such, we hereby propose our construction services to not exceed **Four Million Eight Hundred Five Thousand Six Hundred Ninety-Six Dollars (\$4,805,696)**. Our services include Project General Conditions, Field Engineering/Layout, Earthwork, Storm Water Pollution Prevention Plan, Site Clearing/Grubbing, Trench Safety, Temporary Drainage System Allowance, Mat Rental, Temporary Fencing, Pre-Cast Reinforced Box Culverts, Safety Treatment Endwalls, Grading of Site to Designed Elevations with Common Fill, Hydromulch at all Disturbed Areas, Insurance, Performance and Payment Bonds, Construction Contingency, and CMAR Fee. A detailed estimate is attached hereto.

2. Drawings and Specifications

The GMP and Contract Time are based on the Contract Documents and the following drawings, including Addendum #1 dated 9.22.25, and responses to Questions & Answers dated 10.01.25. Specifications are contained within the drawings.

Number	Title	Date
C-01	Cover Sheet	9.22.25
C-02	General Notes	9.18.25
C-03	City Site Plan	9.22.25
C-04	Demolition Plan	9.18.25
C-05	Erosion Control Plan	9.18.25
C-06	Grading Plan (1 of 4)	9.18.25
C-07	Grading Plan (2 of 4)	9.18.25
C-08	Grading Plan (3 of 4)	9.18.25
C-09	Grading Plan (4 of 4)	9.18.25
C-10	Pre-Project Drainage Map	9.18.25



C-11	Post-Project Drainage Map	9.18.25
C-12	Storm Drain Plan & Profile – Culvert -1	9.22.25
C-13	Storm Drain Plan & Profile – SD-A & SD-B	9.22.25
C-14	Waterline Plan & Profile	9.18.25
C-15	Erosion Control Details (Sheet 1 of 2)	9.18.25
C-16	Erosion Control Details (Sheet 2 of 2)	9.18.25
C-17	Storm Details (Sheet 1 of 3)	9.22.25
C-18	Storm Details (Sheet 2 of 3)	9.22.25
C-19	Storm Details (Sheet 3 of 3)	9.18.25
C-20	Utility Details (Sheet 1 of 2)	9.18.25
C-21	Utility Details (Sheet 1 of 2)	9.18.25

3. Allowances

Allowances included in the GMP are as follows:

Item	Price
Temporary Drainage / Dewatering Allowance	\$75,000
Construction Contingency	\$200,000

4. Clarifications and Assumptions

The following assumptions and clarifications form the basis of the GMP are as follows:

1. Proposal considers backfill of rigid concrete boxes at tributary and import fill for site grading and elevation modifications to be common fill.

5. Itemized Statement of the GMP

Attached is an itemized statement of the GMP organized by trade categories, including allowances, alternates, the CMAR contingency, the CMAR Fee, and all other items that comprise the GMP as defined in Section 27 of the Contract.

6. Date of Substantial Completion

Pursuant to the receipt of the construction documents on 9.18.25, anticipated City Council approval of the GMP on 10.23.25, and receipt of the permit in advance of commencement, the Date of Commencement is considered to be no later than 10.27.25 with a Date of Substantial Completion of 2.24.26.

Should the Date of Commencement not occur as indicated, Substantial Completion will be 120 days after the actual Date of Commencement. Attached is a detailed project schedule.

7. Exclusions

Exclusions upon which the GMP is based are as follows:

Not Applicable



We sincerely appreciate the opportunity to continue serving the City of College Station on this important project. Crain Group is prepared to mobilize and commence construction activities immediately upon authorization. We are committed to delivering this project with the quality, efficiency, and professionalism you expect and deserve.

If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

John Green
Chief Operating Officer

Attachment:

10.08.25 – Phase I Tributary GMP Estimate R1
10.07.25 – Phase I Tributary Construction Schedule

Cc: Ms. Jennifer Cain – City of College Station
Mr. Brad Crain – Crain Group
Mr. Tad Bourgeois – Crain Group
Mr. Jake Crain - Crain Group



CSTAT VETERANS PARK TRIBUTARY GMP ESTIMATE - R1

10/8/2025

PROJECT:

College Station Veterans Park - Tributary (Phase 1)
 3101 Harvey Road
 College Station, TX 77845

DESCRIPTION	QTY	UNIT	RATE	ITEM TOTAL	DIVISION TOTAL
General Conditions -Tributary					212,330
Onsite Project Management					
Project Executive	4	mos	2,500	10,000	
Project Manager	4	mos	6,250	25,000	
Project Superintendent	4	mos	10,500	42,000	
Asst. Superintendent	4	mos	3,900	15,600	
Project Engineer	4	mos	1,953	7,812	
Project Support Staff	4	mos	1,692	6,768	
Temporary Project Construction & Utilities for CM Staff					
Construction Dumpster	4	mos	1,150	4,600	
Monthly Phone Service	4	mos	250	1,000	
Project Water & Utilities	4	mos	350	1,400	
Temporary Toilet	4	mos	400	1,600	
Temporary Fire Protection	0	mos	45	0	
Ceremonies	0	ls	1,000	0	
Field Offices & Office Supplies					
Job Photos and Videos	4	mos	50	200	
CM Project Specific Signage	0	mos	1,000	0	
Postage and Deliveries	4	mos	50	200	
Mobilization for Office Trailers	1	mos	2,500	2,500	
Monthly Office Rental Costs	4	mos	1,500	6,000	
Storage Trailers	4	mos	225	900	
Field Office Equipment	4	mos	420	1,680	
Vehicles	4	mos	2,000	8,000	
Safety Equipment	4	mos	420	1,680	
First Aid Supplies	4	mos	85	340	
Job Office Supplies	4	mos	50	200	
Janitorial Supplies	4	mos	25	100	
Field Office Furniture	4	mos	240	960	
Copy Machine and Supplies	4	mos	125	500	
Bonds and Insurance					
GL,Auto,WC & Builders Risk - Tributary	1	ls	27,540	27,540	
Payment & Performance Bonds - Tributary	1	ls	45,750	45,750	
Site Work - Tributary					4,276,154
Field Engineering/Layout	1	ls	10,000	10,000	
Construction (Temporary) Fencing	1	ls	60,000	60,000	
Trench Safety	1	ls	20,000	20,000	
Mat Rental	3	mo	5,000	15,000	
Temporary Drainage / Dewatering Allowance	1	ls	75,000	75,000	
Concrete & Concrete Accessories	1	ls	30,000	30,000	
Concrete Truck Washout	1	ls	3,000	3,000	
<u>SWPPP</u>	1	ls	117,600	117,600	
<u>Demolition</u>	1	ls	126,552	126,552	
Demo - Fence Removal (Chainlink & Ornamental)					incl
Demo - Existing Concrete Headwall					incl

<u>Earthwork</u>		1	Is	1,308,739	1,308,739
Site Clearing & Grubbing					incl
Excavate & Stockpile / Spead out on site					incl
Proofroll & Compact Site					incl
Backfill & Finish Grade					incl
Stabilization at Tributary Flow Line		1	Is	40,000	40,000
<u>Storm Sewer</u>		1	Is	2,402,313	2,402,313
RC Box Culvert (precast) installation (3ea - 7'W x 4'H x 780'L) (2,340lf)					incl
CIP Headwall					incl
18" Common Stone Rip Rap (ungROUTed) (513 sy)					incl
Railing at Culvert Entrance		1	Is	0	0
<u>Water Lines</u>		1	Is	67,950	67,950
WL-A (8" C900 PVC - 16" steel encased)					incl
WL-B (8" DI Pipe)					incl
Lower Water Main (18" DI Pipe)					incl

Subtotal		\$4,488,484	\$4,488,484
<hr/>			
Allowances and Contingencies			\$200,000
Contingency		\$200,000	
CMAR Fee	2.5%		\$117,212
GRAND TOTAL			\$4,805,696

ID	Task Name	Duration	Start	Finish	% Comp	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025	Qtr 2, 2025	Qtr 3, 2025	Qtr 4, 2025	Qtr 1, 2026	Qtr 2, 2026	Qtr 3, 2026	Qtr 4, 2026	Qtr 1, 2027	Qtr 2, 2027	Qtr 3, 2027	Qtr 4, 2027	Qtr 1, 2028			
48	Tributary Excavation	25 days	Mon 11/24/25	Fri 12/26/25	0%																		
49	Install Box Culverts	30 days	Tue 12/30/25	Mon 2/9/26	0%																		
50	Backfill and Rough Grading	11 days	Tue 2/10/26	Tue 2/24/26	0%																		
51	Phase II Procurement Long Leads	130 days	Thu 2/26/26	Wed 8/26/26	0%																		
65	Phase II Construction	315 days	Mon 3/2/26	Fri 5/14/27	0%																		
66	Sitework	288 days	Mon 3/2/26	Wed 4/7/27	0%																		
67	Phase II Mobilize	5 days	Mon 3/2/26	Fri 3/6/26	0%																		
68	Grade Site	15 days	Mon 3/9/26	Fri 3/27/26	0%																		
69	Lime Stabilize Paving	20 days	Mon 3/9/26	Fri 4/3/26	0%																		
70	Install Site Electrical	40 days	Mon 3/30/26	Fri 5/22/26	0%																		
71	Install Turf Drainage	45 days	Mon 4/27/26	Fri 6/26/26	0%																		
72	Install Paving	25 days	Mon 5/25/26	Fri 6/26/26	0%																		
73	Install Turf Underlayment	35 days	Mon 6/29/26	Fri 8/14/26	0%																		
74	Install Turf	20 days	Thu 8/27/26	Wed 9/23/26	0%																		
75	Final Site Grading	30 days	Thu 9/24/26	Wed 11/4/26	0%																		
76	Install Field Lights	40 days	Thu 9/24/26	Wed 11/18/26	0%																		
77	Install Sidewalks/Flatwork	20 days	Thu 11/5/26	Wed 12/2/26	0%																		
78	Install Site Fencing	40 days	Thu 12/3/26	Wed 1/27/27	0%																		
79	Install Ball Field Fencing	30 days	Thu 12/17/26	Wed 1/27/27	0%																		
80	Install Ball Field Equipment	20 days	Thu 1/28/27	Wed 2/24/27	0%																		
81	Install Wayfinding / Signage	20 days	Thu 1/28/27	Wed 2/24/27	0%																		
82	Install Landscape and Irrigation	30 days	Thu 2/25/27	Wed 4/7/27	0%																		
83	Building Superstructure	295 days	Mon 3/30/26	Fri 5/14/27	0%																		
84	Construct Building Pads	20 days	Mon 3/30/26	Fri 4/24/26	0%																		
85	Install Drilled Piers	15 days	Mon 4/27/26	Fri 5/15/26	0%																		
86	Install In-Slab Utilities	20 days	Mon 5/18/26	Fri 6/12/26	0%																		
87	Form/Place Slab on Grade	20 days	Mon 6/15/26	Fri 7/10/26	0%																		
88	Feature Field Stadium Structure	60 days	Mon 7/13/26	Fri 10/2/26	0%																		
89	Erect Structure	30 days	Mon 9/7/26	Fri 10/16/26	0%																		
90	Masonry	45 days	Mon 10/5/26	Fri 12/4/26	0%																		
91	Install Turf/Netting @ Batting Cages	20 days	Mon 10/19/26	Fri 11/13/26	0%																		
92	Interior MEP	20 days	Mon 12/7/26	Fri 1/1/27	0%																		
93	Prime & Paint	20 days	Mon 1/4/27	Fri 1/29/27	0%																		
94	Install Flooring	20 days	Mon 2/1/27	Fri 2/26/27	0%																		
95	Install Doors and Hardware	10 days	Mon 3/1/27	Fri 3/12/27	0%																		
96	Install Millwork & Countertops	15 days	Mon 3/1/27	Fri 3/19/27	0%																		
97	Install Kitchen Equipment	20 days	Mon 3/1/27	Fri 3/26/27	0%																		
98	MEP Trim-Out	20 days	Mon 3/22/27	Fri 4/16/27	0%																		
99	Install Owner FF&E	20 days	Mon 3/29/27	Fri 4/23/27	0%																		
100	Final Clean	10 days	Mon 4/26/27	Fri 5/7/27	0%																		
101	Final Inspections	5 days	Mon 5/10/27	Fri 5/14/27	0%																		

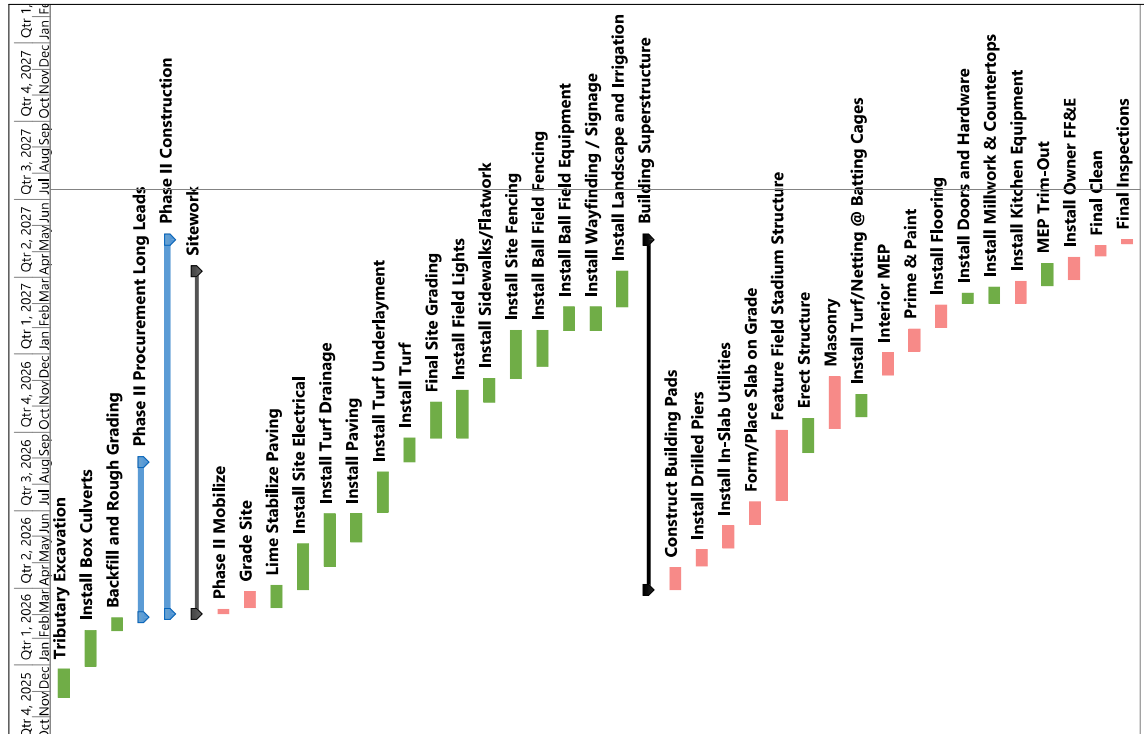


Exhibit “B”
Payment and Performance Bonds for GMP No. 1

EXHIBIT B

PERFORMANCE AND PAYMENT BONDS

Pursuant to Tex. Gov't Code Sec. 2269.258:

(a) No Bid Bond Provided – If the GMP has not yet been determined and the CMAR did not provide an acceptable bid bond, the CMAR shall provide at contract award either (1) Payment and Performance Bonds in an amount equal to the total Construction Budget contained in the RFP or (2) the CMAR shall provide another financial security acceptable to the City ensuring that CMAR will furnish the required performance and payment bonds when a GMP is established. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

(b) Bid Bond Provided – If the GMP has not yet been determined and the CMAR has provided an acceptable bid bond, the CMAR shall provide Payment and Performance Bonds upon the City's acceptance and approval of the Guaranteed Maximum Price. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

Project No. PK2502

PERFORMANCE BOND

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

THE COUNTY OF BRAZOS

§

THAT WE, Crain Group, L.L.C., as Principal, hereinafter called "Contractor" and the other subscriber hereto Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, licensed to do business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, Texas ("City"), a municipal corporation, in the sum of Four Million Eight Hundred Five Thousand Six Hundred Ninety-Six and 00/100 Dollars (\$ 4,805,696.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally pursuant to the obligations and payment of this Performance Bond ("Bond") as follows:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed an Agreement (as used herein including the Agreement Documents) in writing with the City of College Station for the following City Project ("Project"):

CMAR Contract for Baseball Fields at Veterans Park - Phase I Infrastructure, with all of the work ("Work") for the Project to be done as set out in full in said Agreement therein referred to and adopted by the City Council of the City of College Station, Texas, all of which

documents, as amended, are incorporated by reference for all purposes and made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the Contractor shall faithfully and strictly perform Agreement in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Agreement Documents described therein, and shall comply strictly with each and every provision of the Agreement, as amended, including all warranties and indemnities therein, and with this Bond, then this Bond obligation shall become null and void and shall have no further force and effect; otherwise this Bond obligation is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatsoever in securing compliance on the part of the Contractor with the terms of the Agreement, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Agreement in the underwriting of this Performance Bond, the Surety hereby waives any notice to the Surety of any default or delay by the Contractor in the performance of the Agreement, and also agrees that the Surety shall be bound to take notice of and shall be held to have knowledge of all conduct, acts, or omissions of the Contractor in all matters pertaining to the Agreement and Project. The Surety understands and agrees that the provision in the Agreement that the City shall retain certain amounts due the Contractor until the expiration of a specified time from the acceptance of the Work of the Project is intended for the City's benefit, and the City shall have the right to pay or withhold such retained amounts or any other amount owing under the Agreement without changing or affecting the liability of the Surety under this Bond in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, the Agreement Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work of the Project to be done thereunder; and that such changes, if made, shall not in any way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom. Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of

the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statutes.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached a current Power of Attorney as required by this Bond.

CONTRACTOR EXECUTION:

ATTEST, SEAL OF CONTRACTOR: (if a corporation)

WITNESS: (if not a corporation)

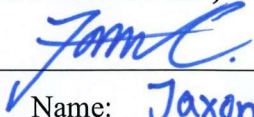
By: 

Name: Michele Bonnin

Title: Witness

Date: October 8, 2025

Crain Group, L.L.C.
(Name of Contractor)

By: 

Name: Jaxon Crain

Title: Vice President

Date: October 8, 2025

Address of Contractor: _____

3801 Knapp Road, Pearland, TX 77581

SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)

By: 

Name: Debbie Bledsoe

Title: Witness

Date: October 8, 2025

Travelers Casualty and Surety Company of America
(Name of Surety)

By: 

Name: Jillian O'Neal

Title: Attorney-in-Fact

Date: October 8, 2025

Address of Surety: _____

One Tower Square, Hartford, CT 06183

**ACCEPTANCE BY CITY:
REVIEWED:**

**THE FOREGOING PERFORMANCE
BOND IS ACCEPTED ON BEHALF OF
THE CITY OF COLLEGE STATION,
TEXAS:**

City Attorney's Office

Date: _____

City Manager

Date: _____