

December 11, 2025
Item No. 7.7.
Rock Prairie Rehab Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a professional services contract with Binkley & Barfield | DCCM the amount of \$975,907 for professional services for the Rock Prairie Rehabilitation Project.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This project includes the rehabilitation of Rock Prairie Road from William D. Fitch to the College Station City Limits. The project will include milling off existing Hot Mix Asphalt Concrete (HMAC) and existing base, remixing and stabilizing subgrade, and installing new flex base and HMAC. The project scope also includes improvements to the existing open-ditch drainage infrastructure, the replacement of existing culvert crossings along Rock Prairie, and the installation of a new sidewalk extension to provide pedestrian connectivity to Lick Creek Park.

The City of College received eight (8) Statements of Qualifications (SOQ). Following the review process, and one round of interviews of the top three (3) firms, Binkley & Barfield | DCCM was selected as the most qualified firm for the project.

Budget & Financial Summary: Funds in the amount of \$4,400,000.00 are currently budgeted for this project in the Streets Capital Improvement Projects Fund. A total of \$3,878 has been expended or committed to date, leaving a balance of \$4,396,122 for this design contract and remaining project expenses.

Attachments:

1. Rock Prairie Design Contract - Vendor Signed
2. Rock Prairie Design Contract RFQ 25-092 list of respondents
3. Rock Prairie Design ST2400 Location Map



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300183 PROJECT#: ST2400 BID/RFP/RFQ#: 25-092

Project Name / Contract Description: Rock Prairie East Widening

Name of Contractor: DCCM Infrastructure, Inc. (Formerly BinkleyBarfield|DCCM)

CONTRACT TOTAL VALUE: \$ 975,907.00 Grant Funded Yes No
If yes, what is the grant number:

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

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

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

Eight (8) Statements of Qualifications (SOQ) were submitted. Funds in the amount of \$4,400,000.00 are currently budgeted for this project in the Streets Capital Improvement Projects Fund.
A total of \$3,878 has been expended or committed to date, leaving a balance of \$4,396,122 for this design contract and remaining project expenses.

(If required)*
CRC Approval Date*: N/A Council Approval Date*: 12/11/2025 Agenda Item No*: TBD

--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

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT _____ DATE _____

ASST CITY MGR – CFO _____ DATE _____

LEGAL DEPARTMENT _____ DATE _____

APPROVED & EXECUTED

CITY MANAGER _____ DATE _____

N/A

MAYOR (if applicable) _____ DATE _____

N/A

CITY SECRETARY (if applicable) _____ DATE _____

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**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 **DCCM Infrastructure, Inc.** (formerly BinkleyBarfield|DCCM) a Texas corporation (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
SCOPE OF SERVICES**

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

Exhibit "A" attached...

**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 **Nine Hundred Seventy-Five Thousand Nine Hundred Seven and No/100 Dollars (\$975,907.00)**.

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: Item G in Exhibit "A" **calendar days** after the authorization to commence planning.
- (b) Preliminary Design: Item G in Exhibit "A" **calendar days** after authorization to commence PPD.
- (c) Final Design: Item G in Exhibit "A" **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):

See attached Exhibit "A"...

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 \$4,400,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV CONCEPTUAL DESIGN

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

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

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

ARTICLE V PRELIMINARY DESIGN

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

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

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

ARTICLE VI FINAL DESIGN

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

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

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

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

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

ARTICLE VII BID PREPARATIONS & EVALUATION

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

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

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

ARTICLE VIII CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX CHANGE ORDERS, DOCUMENTS & MATERIALS

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

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

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

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

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

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

ARTICLE X WARRANTY, INDEMNIFICATION & RELEASE

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

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

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

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

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

10.05 Indemnity.

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

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

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

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

ARTICLE XI INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

during the duration of the project.

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

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

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

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

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

ARTICLE XII USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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

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

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

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

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

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

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

**ARTICLE XIII
TERMINATION**

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

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

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

**ARTICLE XIV
MISCELLANEOUS TERMS**

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

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

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 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
Attn: Raquel Gonzales, P.E.
PO BOX 9960
1101 Texas Ave College
Station, TX 77842
ragonzales@cstx.gov

Binkley & Barfield Inc. DCCM
Attn: Brandon Boatcallie, P.E.
1701 Southwest Parkway, Suite
111 College Station, TX 77840
979-703-1809
BBoatcallie@dccm.com

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

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

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

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

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

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

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

latter controls.

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

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

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

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

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

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

List of Exhibits

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

**DCCM Infrastructure, Inc.
(formerly BinkleyBarfield|
DCCM)**

CITY OF COLLEGE STATION

By: Brandon Boatcallie

By: _____

Printed Name: Brandon Boatcallie

City Manager

Date: _____

Title: Sr Corporate Vice President

Date: 11/26/2025

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

November 3, 2025 *Revised November 18, 2025*

Via: E-Mail

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

Re: Proposal for Professional Services – Rock Prairie Rehabilitation Project

Dear Raquel:

BinkleyBarfield|DCCM is pleased to submit this proposal to The City of College Station (City) for engineering and surveying services in connection with the Rock Prairie Road Rehabilitation Project. We are excited that you have selected us for this assignment. It is our understanding that the project scope includes rehabilitating Rock Prairie Road from William D. Fitch Parkway to the City Limits (approx. 10,560 LF) and generally includes topographic surveying, geotechnical engineering, subsurface utility engineering, utility coordination, project management, engineering design, traffic engineering, public engagement, ADA registration/plan review/site inspection, construction materials testing, and bidding and construction phase services.

A. Services to be provided by BinkleyBarfield|DCCM:

BinkleyBarfield|DCCM will provide subsurface utility engineering, utility coordination, project management, engineering design, public engagement, and bidding and construction phase services as summarized below and per *Attachment A: BinkleyBarfield|DCCM Rock Prairie Road Rehabilitation Level of Effort Summary*.

Subsurface Utility Engineering

BinkleyBarfield|DCCM will provide up to 600 LF of SUE QL B designation and 10 QL A test holes (in one mobilization) on a Unit Cost and Specified Rate Basis.

Utility Coordination

BinkleyBarfield|DCCM will assist the City with utility coordination efforts by developing and updating a utility conflict matrix, attending utility field and coordination meeting (15 hours), and reviewing utility owner relocation plans (20 hours - 5 utilities, 4 hours each).

BinkleyBarfield|DCCM will coordinate with Atmos Energy and Energy Transfer to obtain Letters of No Objection, including correspondence and up to two meetings. Deliverables include encroachment application packages with cross sections (based on QLB and QLA data) and responses to company comments or requests.

Project Management

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

Engineering Design

BinkleyBarfield|DCCM will prepare engineering design plans for the Rock Prairie Road Rehabilitation project (from William D. Fitch Parkway to the City Limits). The plans will be prepared in accordance with the City of College Station B/CS Unified Standard Specifications. BBI will attend the project kickoff meeting and prepare meeting minutes.

The design plans will include the following tasks and deliverables:

1. General plan sheets including the Title Sheet, Index, Project Layout/Alignment Data Sheets, General Construction Notes, and Quantity Summary Sheets. (11 sheets total)
2. Two-phase Traffic Control Plan including Phase Overviews, Phase Detour Layouts, and Phase TCP Layouts. (30 sheets total)
3. Removal layouts including identification of existing features to be removed (including pavement, sidewalks, structures, trees, etc.). (11 sheets total)
4. Roadway Design including Existing and Proposed Typical Section Sheets, Roadway Plan and Profile sheets (including 8,075 LF of sidewalk design), & Intersection Layouts. (34 sheets total)
5. Roadway Contour Layouts. (11 sheets total)
6. Open Ditch Design and Special Ditch Grades. (included on the Roadway P&P sheets)
7. Culvert layouts, drainage area maps, and hydrologic and hydraulic calculations. (11 sheets total)
8. Fiber Optic Conduit Plan and Profile sheets. (11 sheets total)
9. Signing and Striping Layouts including proposed pavement and tie-ins at existing intersections. (11 sheets total)
10. Storm Water Pollution Prevention Sheets including design of pollution prevention measures. (11 sheets total)
11. Miscellaneous detail sheets as required (To include roadway, drainage, etc.) (3 sheets total)
12. Design standards (to include TCP, Roadway, Drainage, Utilities, Traffic, and SW3P). (42 sheets total)
13. Opinion of probable construction costs (to be submitted with 30%, 60%, 90%, and 100% submittals).

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

Public Engagement

BinkleyBarfield|DCCM will present at public meetings where the public is made aware of the proposed project and will prepare meeting materials including sign in sheets, handouts, and exhibits. The project scope includes preparation for and attendance at up to two (2) public meetings and up to 20 hours of additional one-on-one stakeholder meetings.

Bidding and Construction Phase Services

BinkleyBarfield|DCCM will assist the City during the bidding process by attending the pre-bid meeting and assisting in the opening and tabulation of bids for construction of the project. BBI will provide engineering support services during construction to include attending the preconstruction conference, reviewing of shop drawings and resolution of contractor's request for information (RFI's), if required. A total of 26 site visits/progress meetings (bi-weekly construction meetings for 12 months) are included in this scope and will be provided as requested by the City for review of the contractor's general conformance with the construction documents. If a site visit is requested and completed, BBI's representative will prepare notes of the visit for distribution to all required parties. (Note: This is not to be considered onsite Construction Observation.) BBI will also prepare record drawings (based on the contractor's redlines) and provide the plan set in both Microstation DGN, and Adobe PDF formats.

B. Services to be provided by ATG|DCCM:

ATG|DCCM will provide traffic engineering services per *Attachment B: ATG|DCCM Proposal for Traffic Engineering Services dated October 31, 2025*.

C. Services to be provided by Baseline|DCCM:

Baseline|DCCM will provide topographic surveying services per *Attachment C: Baseline|DCCM Proposal for Surveying Services dated November 18, 2025*.

D. Services to be provided by CME Testing and Engineering, Inc. (CME):

CME will provide geotechnical engineering and construction materials testing services per *Attachment D: CME Proposal for Geotechnical Engineering and Construction Materials Testing Services dated October 29, 2025*.

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

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

F. To Be Provided by the City:

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

G. Schedule:

Upon receiving the Notice to Proceed (NTP) from the City of College Station, BBI will provide 30% conceptual design plans for review within 135 calendar days (45 calendar days for data collection and 90 calendar days for conceptual design), 60% design plans within 75 calendar days, 90% design plans within 75 calendar days, and 100% plans within 30 calendar days.

H. Assumptions:

- The City provided the following direction:
 - The City would like to rehabilitate the existing asphalt pavement and maintain the existing typical section (26' wide rural asphalt section) without adding additional lanes or widening shoulders.
 - The following services are not required:
 - Environmental study
 - A formal drainage report / study and off-site detention analysis and design
 - A Preliminary Engineering Report (PER)
 - Tree services

- The prescriptive and dedicated ROW should be sufficient for the project, with the existing sidewalks along Pebble Creek Ph 11A and The Crossing at Lick Creek Ph 1 being within ROW.
- The geotechnical report will include asphalt pavement rehabilitation recommendations (concrete recommendations are not required).
- A Storm Water Quality Management Plan is not included in the work scope.
- Water, sewer, and private utility design services are not included in the scope of services and will be the responsibility of the respective utility companies.
- Project limits include Rock Prairie Road from William D. Fitch Parkway to the City limits. It is anticipated that project limits end at the edge of the William D. Fitch Parkway edge of pavement.

I. Reimbursable Expenses:

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

J. Compensation:

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

Design

<i>Subsurface Utility Engineering (Unit Cost / Specified Rate)</i>	\$ 29,889.50
<i>Utility Coordination (Hourly NTE)</i>	\$ 49,085.00
<i>Project Management & Engineering Design Services (Hourly NTE)</i>	\$ 530,965.00
<i>Traffic Engineering Services (Hourly NTE)</i>	\$ 57,874.50
<i>Public Engagement Services (Hourly NTE)</i>	\$ 33,860.00
<i>Topographic Surveying Services (Hourly NTE)</i>	\$ 93,300.00
<i>Geotechnical Engineering Services (Estimated NTE)</i>	\$ 25,638.00
<i>ADA Registration, Plan Review, Site Inspection (Estimated NTE)</i>	\$ 2,500.00
Design Subtotal	\$ 823,112.00

Bidding and Construction

<i>Bidding and Construction Phase Services (Hourly NTE)</i>	\$ 66,745.00
<i>Construction Materials Testing Services (Unit Rate)</i>	\$ 86,050.00
Bidding and Construction Subtotal	\$ 152,795.00

Total Project Fee **\$ 975,907.00**

All work to be completed on a unit rate basis will be in accordance with their respective rate sheets provided within this proposal. Please note that our fees are based on the project being implemented based on the assumptions of this proposal with regards to its scope, without major changes or unforeseen conditions. In the event the scope of work requires additional hours to be spent above the budgeted amount, we will discuss this with the Client prior to exceeding the budget amount stated above.

K. Additional Services:

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

Please call should you have any questions. Thank you again for selecting BinkleyBarfield|DCCM for this assignment and we look forward to working with the City of College Station.

Sincerely,
BinkleyBarfield|DCCM



Brandon M. Boatcallie, P.E.
Project Principal
bboatcallie@dccm.com

Attachment A

BinkleyBarfield | DCCM Rock Prairie Road Rehabilitation

Level of Effort Summary



Binkley & Barfield, Inc. 2026 Billable Rates by Classification

Classification	Unit	Billable Rate
Principal	Hour	\$390.00
Sr. Project Manager	Hour	\$355.00
Deputy Project Manager	Hour	\$285.00
Structural Engineer	Hour	\$275.00
Construction Manager	Hour	\$275.00
Sr. Project Engineer	Hour	\$232.00
Project Engineer	Hour	\$197.00
Field Engineer	Hour	\$214.00
Electrical & Instrumentation Engineer	Hour	\$232.00
Engineer Technician	Hour	\$193.00
EIT II	Hour	\$178.00
Graduate Engineer/EIT I	Hour	\$157.00
Structural Inspector	Hour	\$177.00
Construction Observer/Sr. Inspector III	Hour	\$177.00
Construction Observer/Inspector II	Hour	\$165.00
Construction Observer/Inspector I	Hour	\$135.00
Sr. Designator	Hour	\$143.00
Designator	Hour	\$129.00
Sr. Utility Coordinator	Hour	\$216.00
Utility Coordinator	Hour	\$190.00
Production Manager	Hour	\$288.00
Production Technician	Hour	\$121.00
Sr. Electrical Designer	Hour	\$202.00
Sr. CADD/Designer	Hour	\$192.00
CADD/Designer	Hour	\$174.00
CADD Technician	Hour	\$150.00
GIS Manager	Hour	\$182.00
GIS Analyst	Hour	\$131.00
Sr. Clerical/Administrator/Document Specialist/Recordkeeper	Hour	\$122.00
Clerical/Administrator	Hour	\$112.00
3D Modeling	Day	\$1,160.00

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

Direct Expenses

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

BinkleyBarfield|DCCM Rock Prairie Road Rehabilitation Level of Effort

GENERAL	Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT 1	CADD	
	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
COVER SHEET		1			2			2	4	\$1,663.00
INDEX		2	2				8			\$2,704.00
EXISTING TYPICAL SECTIONS		1	2		2		8		4	\$3,343.00
PROPOSED TYPICAL SECTIONS		1	2		2		8	8	4	\$4,599.00
PROJECT LAYOUT/HORIZONTAL DATA/SURVEY DATA		1	2		2		8	8	4	\$4,599.00
GENERAL NOTES		1	1	4	4		6	6	2	\$4,666.00
QUANTITY SUMMARIES (30%,60%,90%,100%)	4	4	4	12	12		36	36	12	\$23,128.00
<i>Subtotal</i>	<i>4</i>	<i>11</i>	<i>13</i>	<i>16</i>	<i>24</i>	<i>0</i>	<i>74</i>	<i>60</i>	<i>30</i>	<i>\$44,702.00</i>
TRAFFIC CONTROL	Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT 1	CADD	
	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
TRAFFIC CONTROL PHASE OVERVIEW / TYPICAL SECTIONS PHASE 1			2		2		8	8	4	\$4,244.00
TRAFFIC CONTROL PLANS PHASE 1 - DETOUR LAYOUT SHEET			2		2		8	8	4	\$4,244.00
TRAFFIC CONTROL PLANS PHASE 1			11		44		66	66	22	\$37,213.00
TRAFFIC CONTROL PHASE OVERVIEW / TYPICAL SECTIONS PHASE 2			2		2		8	8	4	\$4,244.00
TRAFFIC CONTROL PLANS PHASE 2 - DETOUR LAYOUT SHEET			2		2		8	8	4	\$4,244.00
TRAFFIC CONTROL PLANS PHASE 2			7		30		44	44	15	\$24,895.00
TRAFFIC CONTROL STANDARDS					1		2			\$553.00
<i>Subtotal</i>	<i>0</i>	<i>0</i>	<i>26</i>	<i>0</i>	<i>83</i>	<i>0</i>	<i>144</i>	<i>142</i>	<i>53</i>	<i>\$79,637.00</i>
ROADWAY	Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT 1	CADD	
	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
REMOVAL LAYOUT			11	22	22		66	66	22	\$37,983.00
ROADWAY PLAN & PROFILE (INCL. 8,075 LF SIDEWALK DESIGN)			22	44	44		132	132	44	\$75,966.00
SIDE STREET PLAN & PROFILE / INTERSECTION LAYOUTS			8	16	16		48	48	16	\$27,624.00
DRIVEWAY DETAILS		1	2	2	2		8	8	6	\$5,363.00
MISCELLANEOUS ROADWAY DETAILS			1	2	2		6	6	2	\$3,453.00
ROADWAY STANDARDS					1		2			\$553.00
CONTOUR SHEETS			11	11			44	44	22	\$23,727.00
<i>Subtotal</i>	<i>0</i>	<i>1</i>	<i>55</i>	<i>97</i>	<i>87</i>	<i>0</i>	<i>306</i>	<i>304</i>	<i>112</i>	<i>\$174,669.00</i>
DRAINAGE	Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT 1	CADD	
	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
EXISTING DRAINAGE AREA MAP		2	4	4	4		16	16	12	\$10,726.00
PROPOSED DRAINAGE AREA MAP		2	4	4	4		16	16	12	\$10,726.00
HYDRAULIC DATA SHEET FOR CULVERTS		1	2	2	2		8	8	6	\$5,363.00
HYDRAULIC DATA SHEET FOR DITCHES		1	2	2	2		8	8	6	\$5,363.00
CULVERT LAYOUTS		5	10	10	10		40	40	30	\$26,815.00
DITCH DESIGN					44		88	88		\$38,148.00
DRAINAGE DETAILS		1	2	2	2		8	8	6	\$5,363.00
DRAINAGE STANDARDS					1		2			\$553.00
<i>Subtotal</i>	<i>0</i>	<i>12</i>	<i>24</i>	<i>24</i>	<i>69</i>	<i>0</i>	<i>186</i>	<i>184</i>	<i>72</i>	<i>\$103,057.00</i>
UTILITY	Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT 1	CADD	
	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
FIBER P&P			11	11			44	44	22	\$23,727.00
FIBER STANDARDS					1		2			\$553.00
<i>Subtotal</i>	<i>0</i>	<i>0</i>	<i>11</i>	<i>11</i>	<i>1</i>	<i>0</i>	<i>46</i>	<i>44</i>	<i>22</i>	<i>\$24,280.00</i>

	Principal	Senior PM	Deputy PM	Sr PE	PE	Util. Coord.	EIT II	EIT I	CADD	
TRAFFIC	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
SIGNING & PAVEMENT MARKING LAYOUTS			11	22	22		66	66	22	\$37,983.00
TRAFFIC STANDARDS					1		2			\$553.00
<i>Subtotal</i>	<i>0</i>	<i>0</i>	<i>11</i>	<i>22</i>	<i>23</i>	<i>0</i>	<i>68</i>	<i>66</i>	<i>22</i>	<i>\$38,536.00</i>
EROSION CONTROL	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
SW3P LAYOUTS			11	22	22		66	66	22	\$37,983.00
EROSION CONTROL STANDARDS					1		2			\$553.00
<i>Subtotal</i>	<i>0</i>	<i>0</i>	<i>11</i>	<i>22</i>	<i>23</i>	<i>0</i>	<i>68</i>	<i>66</i>	<i>22</i>	<i>\$38,536.00</i>
Public Engagement - 2 public meetings	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
Meeting Planning (2 meetings)	4	6					16			\$6,538.00
Meeting Exhibits (2 meetings)	4	4					16		32	\$10,628.00
Meeting Attendance (2 meetings)	4	10			4		12			\$8,034.00
Stakeholder meetings	4	20								\$8,660.00
<i>Subtotal</i>	<i>16</i>	<i>40</i>	<i>0</i>	<i>0</i>	<i>4</i>	<i>0</i>	<i>44</i>	<i>0</i>	<i>32</i>	<i>\$33,860.00</i>
Project Management	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
Monthly Invoicing - 0.5 x 24 months		12								\$4,260.00
Engineer's Estimate - 30%, 60%, 90%, 100%		16					32			\$11,984.00
General Coordination / City Meetings - monthly City design meetings	12	12					12			\$11,304.00
<i>Subtotal</i>	<i>12</i>	<i>40</i>	<i>0</i>	<i>0</i>	<i>44</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>\$27,548.00</i>
Utility Coordination	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
Conflict Matrix - Various iterations					30		60			\$16,590.00
LONO Coordination		20				50			60	\$25,600.00
Meetings - Assume 15 hours of PE time					15					\$2,955.00
Utility Owner Plan Review - 5 owners, 4 hours each					20					\$3,940.00
<i>Subtotal</i>	<i>0</i>	<i>20</i>	<i>0</i>	<i>0</i>	<i>65</i>	<i>50</i>	<i>60</i>	<i>0</i>	<i>60</i>	<i>\$49,085.00</i>
Bidding / CPS	\$390.00	\$355.00	\$285.00	\$232.00	\$197.00	\$190.00	\$178.00	\$157.00	\$150.00	
Pre Bid		2			2					\$1,104.00
Pre Con		2			2					\$1,104.00
Shop Drawing Review		15					30			\$10,665.00
RFIs (12 months)		12		12			24			\$11,316.00
Bi-Weekly Meetings - 1 year construction - 26 meetings. 2 hours each		52			52					\$28,704.00
As Builts		4					16		20	\$7,268.00
Record Drawings		2	2	8			16		4	\$6,584.00
<i>Subtotal</i>	<i>0</i>	<i>89</i>	<i>2</i>	<i>20</i>	<i>56</i>	<i>0</i>	<i>86</i>	<i>0</i>	<i>24</i>	<i>\$66,745.00</i>
Total	32	213	153	212	479	50	1082	866	449	\$680,655.00

SUE QL-B Designation Services

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
QL-B Designation				
SUE Project Manager	1	Hrs.	\$263.00	\$263.00
SUE EIT II	1	Hrs.	\$170.00	\$170.00
SUE Sr. Designator	1	Hrs.	\$143.00	\$143.00
SUE Two Person Crew	12	Hrs.	\$250.00	\$3,000.00
			QL-B Designation	\$3,576.00

SUE QL-A Test Hole Services (10 Test Holes)

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
QL-A Test Hole Services				
SUE Project Manager	2	Hrs.	\$263.00	\$526.00
SUE EIT II	4	Hrs.	\$170.00	\$680.00
SUE Sr. Designator	4	Hrs.	\$143.00	\$572.00
SUE Two Person Crew	24	Hrs.	\$250.00	\$6,000.00
Vacuum Excavation	2	Day	\$6,985.00	\$13,970.00
Vacuum Excavation - Mobilization	185	mile	\$6.30	\$1,165.50
Traffic Control Services	1	Day	\$2,640.00	\$2,640.00
Lodging and Per diem	4	Unit	\$190.00	\$760.00
			QL-A Test Hole Services	\$26,313.50

Attachment B

ATG | DCCM Proposal for Traffic Engineering Services



October 31, 2025

Brandon Boatcallie, P.E.
Senior Corporate Vice President
BinkleyBarfield | DCCM
1701 Southwest Parkway, Suite 111
College Station, Texas 77840

Re: Rock Prairie Road Traffic Study Proposal

Brandon,

Thank you for the opportunity to submit ATG | DCCM’s (ATG) proposal for providing professional traffic engineering services to perform a traffic study on Rock Prairie Road between William D. Fitch Parkway and a point 2 miles to the east of William D. Fitch Parkway. The proposal includes a detailed estimate including labor and direct expenses.

Project Description

The project will consist of preparing a traffic study to support the development of roadway improvements along Rock Prairie Road. ATG will perform data collection, traffic projections, traffic and operational analysis, turn lane analysis, safety analysis, and preparation of a report outlining the results of the traffic study.

Scope of Services

Task 1 – Data Collection

Engineer shall conduct field reconnaissance and collect data as necessary to complete the traffic study. The following information will be obtained as part of the data collection:

1. Existing and future year traffic data developed by the city or others.
2. Crash Records from the most recent five-year period from TxDOT Crash Records Information System (CRIS) database.
3. City of College Station Major Thoroughfare Plans

Engineer shall collect, review, and evaluate traffic data to be collected within the project limits and study area including the following counts:

- Four-Hour Classification Turning Movement Counts at the following intersections:
 - Rock Prairie Road and William D. Fitch Parkway
 - Rock Prairie Road and Lanham Drive
 - Rock Prairie Road and Spanish Moss Drive
 - Rock Prairie Road and Williams Creek Drive
 - Rock Prairie Road and Firebank Place
 - Rock Prairie Road and Knoxville Way / Lick Creek Park Entrance

- 24-Hour Classification Main Lane Counts
 - Between William D. Fitch Parkway and Lanham Drive
 - Between Firebank Place and Knoxville Way / Lick Creek Park Entrance
- Speed Studies (Per TxDOT Procedures for Establishing Speed Zones)
 - Between William D. Fitch Parkway and Lanham Drive
 - Between Lanham Drive and Spanish Moss Drive
 - Between Firebank Place and Knoxville Way / Lick Creek Park Entrance
 - Between Knoxville Way / Lick Creek Park Entrance and Project End
- Any previous traffic studies performed in the study area.
- Conduct field visits and document lane configurations for each major intersection within the project area.

Task 2 – Traffic Data and Projections

Engineer shall obtain the base year traffic data and develop the opening-year, design-year (opening year +20), and horizon year (opening year +30). Engineer shall develop traffic forecasts for Rock Prairie Road and at the proposed intersections within the study area which extends from William D. Fitch Parkway approximately two miles to the east. The projections will include graphic representations of the anticipated daily and peak hour traffic volumes within the study area within the report. Engineer shall utilize historical traffic growth and projected volumes from the Bryan/College Station MPO Travel Demand Model along with Traffic Impact Analyses (TIAs) for known developments within or near the study area.

Engineer shall submit the traffic volumes to the City of College Station for review and approval prior to starting the traffic analysis for the project.

Task 3 – Traffic and Operational Analysis

Engineer shall review and analyze traffic data (including percent trucks, volume, and directional distribution), existing roadway features, traffic flow patterns, and transit and traffic operations. Engineer shall conduct capacity analysis studies for the locations listed below:

- Rock Prairie Road and William D. Fitch Parkway
- Rock Prairie Road and Lanham Drive
- Rock Prairie Road and Spanish Moss Drive
- Rock Prairie Road and Williams Creek Drive
- Rock Prairie Road and Firebank Place
- Rock Prairie Road and Knoxville Way / Lick Creek Park Entrance

Engineer shall conduct capacity analysis studies for designated locations and make recommendations for improving traffic flow. Engineer shall use the Highway Capacity Manual and Synchro software to model the study area. Analysis must be performed for the existing/base year, opening year, design year (opening year +20), and the horizon year (opening year +30). Results of the analysis will be incorporated into the design of the roadway.

Task 4 – Turn Lane Analysis

Engineer shall evaluate where left and right turn lanes should be installed within the limits of Rock Prairie Road, specifically at the intersections below:

- Rock Prairie Road and William D. Fitch Parkway
- Rock Prairie Road and Lanham Drive
- Rock Prairie Road and Spanish Moss Drive
- Rock Prairie Road and Williams Creek Drive
- Rock Prairie Road and Firebank Place
- Rock Prairie Road and Knoxville Way / Lick Creek Park Entrance

The need for left and right turn lanes shall be evaluated based on The Bryan/College Station Unified Design Guidelines and NCHRP Report 457. Recommendations for providing left and right turn lanes as part of the roadway rehabilitation project.

Task 5 – Safety Analysis

Engineer shall review and analyze historical crash data for latest five full calendar years (i.e., January 1 to December 1, inclusive) with respect to crash characteristics such as severity, crash types, frequency, rates, patterns, clusters, and their relationship to crash contributing factors. Purpose of the historical crash analysis is to determine safety performance of the existing conditions to understand any safety issues within the study area and provide possible recommendations to improve safety to the City of College Station for inclusion in the plans for Rock Prairie Road.

Task 6 – Traffic and Safety Analysis Report

Engineer shall prepare a final report which will outline the results of the analysis performed and provide recommendations for the City of College Station to implement as part of the Rock Prairie Road rehabilitation project to improve both the safety and operations of the corridor. The report will have the following sections:

- Executive Summary
- Introduction
- Area Characteristics
- Vehicular Traffic
- Crash Analysis
- Auxiliary Lane Analysis
- Intersection Capacity Analysis
- Summary
- Recommendations
- Conclusion

Task 7 – Project Management

The Engineer shall:

- A. Submit written progress reports to the city monthly indicating the actual work accomplished during the month, and the estimated work to be accomplished for the coming month.
- B. Engineer shall maintain records of meetings for the project and pertinent information used to develop the traffic report.
- C. Meet periodically with BBI | DCCM and the City of College Station to discuss project status and issues.

Exclusions

This scope of services does not include the following:

- Revisions to the proposed traffic study based on changes in the baseline assumptions which will be confirmed with BBI and City of College Station prior to the commencement of the traffic analysis.
- Traffic Signal Warrant Analysis at any interseciton within the study area.
- Any amendments to the traffic analysis following final issuance of the report.
- Public involvement and additional meetings beyond those specifically noted in this scope.

These services, if required and upon agreement from with BBI | DCCM, will be performed as an additional service.

Compensation

Summary of Cost

The summary of cost for providing services described is shown below.

Task	Method of Compensation	Amount
Task 1 – Data Collection	T & M	\$ 5,151.00
Task 2 – Traffic Data and Projections	T & M	\$ 7,529.50
Task 3 – Traffic and Operational Analysis	T & M	\$ 9,308.00
Task 4 – Turn Lane Analysis	T & M	\$ 4,337.00
Task 5 – Safety Analysis	T & M	\$ 6,498.00
Task 6 – Traffic and Safety Analysis Report	T & M	\$13,346.00
Task 7 – Project Management	T & M	\$5,005.00
Total Labor Cost	T & M	\$ 51,174.50
Traffic Data Collection – Unit Costs	T & M	\$ 6,400.00
Other Direct Expenses	T & M	\$ 300.00
Total Fee	T & M	\$57,874.50

October 31, 2025

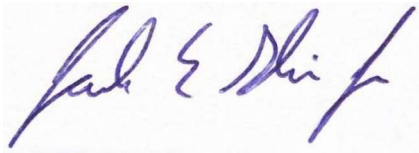
Re: Rock Prairie Road Traffic Study Proposal

ATG has prepared this proposal based on current market conditions and it is only valid for 120 days. If Client does not authorize and execute agreement within 120 days of receipt, a new Agreement and cost estimate will be required.

In closing, we appreciate the opportunity to provide this proposal and are available at your convenience to answer any questions. Feel free to call me at any time at 832.547.8390.

Sincerely,

Alliance Transportation Group, LLC

A handwritten signature in blue ink, appearing to read "Jack Shick". The signature is written in a cursive style with a large initial "J" and "S".

Jack Shick, P.E., PTOE
Senior Project Manager

FEE SCHEDULE
SPECIFIED RATE

Sub Provider: ATG | DCCM

Rock Prairie Road Traffic Study	Principal	Senior Associate / Quality Manager	Engineer V / VI	Engineer III/IV	Engineer I/II	Engineer In Training	Junior Engineering Tech	Engineering Tech	Senior Engineering Tech	Project Administration	Admin / Clerical	Total Hours	Total Amount
Contract Rate	\$504.00	\$357.00	\$310.00	\$268.00	\$215.00	\$164.00	\$105.00	\$156.00	\$210.00	\$160.00	\$125.00		
1. DATA COLLECTION													
Obtaining Crash Records from CRIS			1		1	3						5	\$1,017.00
Field Visits			6		6	6						18	\$4,134.00
2. TRAFFIC DATA AND PROJECTIONS													
Smooth/Balance Existing Conditions Traffic counts		0.5	1		3	3						8	\$1,625.50
Opening Year Projections		1	1		3	4						9	\$1,968.00
Design Year Projections		1	1		3	4						9	\$1,968.00
Horizon Year Projections		1	1		3	4						9	\$1,968.00
3. TRAFFIC AND OPERATIONAL ANALYSIS													
Existing Conditions Synchro Models (6 Intersections)		1	1		3	6						11	\$2,296.00
Opening Year Synchro Models (6 Intersections)		1	1		2	4						8	\$1,753.00
Design Year Synchro Models (6 Intersections)		1	1		2	4						8	\$1,753.00
Horizon Year Synchro Models (6 Intersections)		1	1		2	4						8	\$1,753.00
Evaluate Speed Studies and Provide Recommendation		1	1		2	4						8	\$1,753.00
4. TURN LANE ANALYSIS													
Turn Lane Evaluation for Existing Conditions		0.5	1		4	5						11	\$2,168.50
Turn Lane Evaluation for Opening Year Conditions		0.5	1		4	5						11	\$2,168.50
5. SAFETY ANALYSIS													
Categorize Existing Crashes		1	1		5	6						13	\$2,726.00
Existing Crashes Heat Map		1	1		2	3						7	\$1,589.00
Existing Crash Rate Calculations		1	1		4	4						10	\$2,183.00
6. TRAFFIC AND SAFETY ANALYSIS REPORT													
Develop Report outlining results of traffic and safety analysis		4	4		10	24						42	\$8,754.00
Address Comments from City of College Station on Report		2	2		6	12						22	\$4,592.00
Total Hours	0	18.5	27	0	65	105	0	0	0	0	0	216	
Contract Rate	\$504.00	\$357.00	\$310.00	\$268.00	\$215.00	\$164.00	\$105.00	\$156.00	\$210.00	\$160.00	\$125.00		
FC 102 (110)	\$0.00	\$6,604.50	\$8,370.00	\$0.00	\$13,975.00	\$17,220.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$46,169.50

	Principal	Senior Associate / Quality Manager	Engineer V / VI	Engineer III/IV	Engineer I/II	Engineer In Training	Junior Engineering Tech	Engineering Tech	Senior Engineering Tech	Project Administration	Admin / Clerical	Total Hours	Total Amount
Task 7 - Project Management													
Monthly Progress Report and Invoicing (3 Months)			4							4	4	12	\$2,380.00
Weekly Meetings with BBI DCCM (5 Meetings)			5		5							10	\$2,625.00
Total Hours	0	0	9	0	5	0	0	0	0	4	4	18	
Contract Rate	\$504.00	\$357.00	\$310.00	\$268.00	\$215.00	\$164.00	\$105.00	\$156.00	\$210.00	\$160.00	\$125.00		
FC 145	\$0.00	\$0.00	\$2,790.00	\$0.00	\$1,075.00	\$0.00	\$0.00	\$0.00	\$0.00	\$640.00	\$500.00		\$5,005.00

Labor	
FC 102 (110) - ROUTE AND DESIGN STUDIES	\$46,169.50
FC 145 - PROJECT MANAGEMENT	\$5,005.00
Total Labor	\$51,174.50
ODE	\$ 300.00
Unit Costs	\$ 6,400.00
Total	\$57,874.50

ATG OTHER DIRECT EXPENSE SCHEDULE - 2025*

Type	Unit Measure	NTE Unit Rate	Quantity	Total
Lodging/Hotel (excludes taxes/fees)	day/person	\$ 200.00		
Meals	day/person	\$ 70.00		\$ -
Mileage**	mile	\$ 0.70	\$ 300.00	\$210.00
Rental Car (includes Taxes/Fees)	day	\$ 100.00		\$ -
Rental Car Fuel	gallon	\$ 5.00		
Parking	day	\$ 30.00		\$ -
Toll Charges	day	\$ 50.00		\$ -
Taxi/Cab fare	each/person	\$ 40.00		\$ -
Standard Postage **	letter	\$ 0.73		
Overnight Mail - letter size	each	\$ 40.00		\$ -
Overnight Mail - up to 2 lb package	each	\$ 50.00		\$ -
Overnight Mail - oversized box	each	\$ 100.00		\$ -
Courier Services	each	\$ 60.00		\$ -
Photocopies B/W (8 1/2" X 11")	each	\$ 0.15	200.00	\$ 30.00
Photocopies B/W (11" X 17")	each	\$ 0.25	100.00	\$ 25.00
Photocopies Color (8 1/2" X 11")	each	\$ 1.00		\$ -
Photocopies Color (11" X 17")	each	\$ 1.25		\$ -
Digital Ortho Plotting	sheet	\$ 3.00		\$ -
Blueline Prints (24" X 36")	each	\$ 6.00		\$ -
Bond Paper Plot (Blueline/Blackline)	linear foot	\$ 4.50		\$ -
Blueline/Blackline Prints (8 1/2" X 11")	sheet	\$ 0.10		\$ -
Blueline/Blackline Prints (11" X 17")	sheet	\$ 0.20		\$ -
Blueline/Blackline Prints (22" X 34")	sheet	\$ 6.00		\$ -
Plots (B/W on Bond)	square foot	\$ 1.00		\$ -
Plots (Color on Bond)	square foot	\$ 1.75		\$ -
Plots (Color on Photographic Paper)	square foot	\$ 5.00		\$ -
Color Graphics on Foam Board	each	\$ 100.00		\$ -
Color Graphics on Foam Board	square foot	\$ 20.00		\$ -
Presentation Boards 30" X 40" Color Mounted	each	\$ 100.00		\$ -
Vellum Plot	linear foot	\$ 15.00		\$ -
Report Binding	each	\$ 10.00		\$ -
			Total	\$300.00

Direct Expenses				
Type	Unit	Fixed Cost	Quantity	Estimated Costs
TMC - 4 hours (minor)	each	\$375.00	12	\$ 4,500.00
TMC - 4 hours (major)	each	\$750.00		\$ -
TMC - 6 hours (minor)	each	\$475.00		\$ -
TMC - 6 hours (major)	each	\$950.00		\$ -
TMC - 13 hours (minor)	each	\$675.00		\$ -
TMC - 13 hours (major)	each	\$1,350.00		\$ -
TMC - 24 hours (minor)	each	\$1,250.00		\$ -
TMC - 24 hours (major)	each	\$2,500.00		\$ -
TMC 1 Hour additional	each	\$50.00		\$ -
Additional Camera Setup	each	\$100.00		\$ -
24-hour Tube counts volume (single direction)	each	\$150.00		\$ -
24-hour Tube counts volume (bi-directional)	each	\$300.00		\$ -
24-hour Tube counts class/speed (single direction)	each	\$225.00		\$ -
24-hour Tube counts class/speed (bi-directional)	each	\$450.00	2	\$ 900.00
Speed Studies - Up to 2 Hours	each	\$250.00	4	\$ 1,000.00
24-hour video counts 3-class (per lane per day)	each	\$225.00		\$ -
Mobilization (up to 20 locations - 1 truck):				\$ -
Within 60 miles of Austin, Houston, or Irving	each	\$0.00		\$ -
Between 60 and 100 miles of Austin, Houston, or Irving	each	\$100.00		\$ -
Between 100 and 150 miles of Austin, Houston, or Irving	each	\$325.00		\$ -
				\$ 6,400.00

Attachment C
Baseline | DCCM Proposal for Surveying Services

November 18, 2025

Brandon Boatcallie, PE
Sr. Corporate Vice President
BinkleyBarfield | DCCM
1701 Southwest Parkway, Ste 111, College Station, TX 77845
979.703.1809 x 1601
BBoatcallie@dccm.com

**Fee Proposal for Professional Services
Topographic Surveying- Rock Prairie Road Rehab**

Baseline (BL) appreciates the opportunity to provide this scope and fee proposal for topographic surveying services to BinkleyBarfield | DCCM (Client), the prime contractor for City of College Station (City) for the Rock Prairie Road Rehab Project.

Project Location:

The project area will include topographic services along Rock Prairie Road from the intersection of William D. Fitch Parkway traveling east for approximately 12,000 l.f. being approximately 100 feet past the entrance of the Lick Creek Wastewater Treatment Plant.

Survey Scope:

Topographic Survey w/ SUE Pothole Locates

Utilizing new and previous field and record data, Baseline will prepare an up-to-date, comprehensive topographic survey of the project route. Baseline will establish a minimum of 12 horizontal and vertical control temporary control / benchmarks over and across the survey project area. Project control and benchmarks will be established through the project route and referenced to the City's GPS control monuments and their current datums (NAD83 & NAVD88). Plat and field note description will be provided for the Allison K. Snowden Tract (R300813) for Right-of-Way purposes. Baseline will coordinate with City of College Station and Texas 8-1-1 utility locators, to survey their buried utility marks, potholes and associated buried utility features, as needed and requested by the Client. This survey will include all features as stated from ROW to ROW in the platted areas and from Prescriptive ROW to Prescriptive ROW in unplatted areas. BL will coordinate with BBI SUE Group and survey SUE designator utility marks and pothole locations for approximately 600 LF QLB including 10 QLA potholes for 4 crossings.

The City to provide necessary title work for design. Baseline to show all easements from title work.

This scope does not include additional easement research for easements that may cross or run within the ROW area. Baseline will make an effort to locate and show the Energy Transfer Pipeline Easements that are shown of the Railroad Commission gis if possible. All property ownership will be based on the Brazos County Appraisal District Map information.

Miscellaneous Surveying as Required Throughout Project Design

Upon requests of Client, Baseline will locate additional utility features, surface features, trees, etc. which are discovered or constructed by others as the project design phase progresses. These may include offsite topographic and utility features that were not included in the initial topographic survey scope and deliverable or features and utilities that are later installed by others within or adjacent to the project route.

Deliverables:

BL will create and maintain the CAD files in AutoCAD Civil 3D software, with deliverables being .dwg, .xml and .txt exported files. Existing R.O.W., property and easement lines will be included.

As the project progresses, monthly invoices for the percentage of work completed will be invoiced to the Client.

Compensation:

Topographic Survey w/ SUE Pothole Locates

The topographic scope of work detailed above will be invoiced on a by-the-hour basis per the attached Rate Sheet. The total fee shall not exceed **\$ 72,105.00**.

Miscellaneous Surveying as Required Throughout Project Design

The miscellaneous scope of work detail above will be invoiced on a by-the-hour basis per the attached Rate Sheet. The total fee shall not exceed **\$ 11,195.00**.

Title Research Allowance

In the event the City is unable to provide title work as outlined in the scope of services, BL shall perform title research for gas line easements. (Assume only number of tracts where pipeline crossings are located per RRC GIS map.) The research will be invoiced on a by-the-hour basis per the attached rate sheet and as a cost per unit per title report. The total fee shall not exceed **\$ 10,000.00**.

Schedule:

BL will deliver the up-to-date topo survey files within 60 days of receiving a Notice to Proceed. Interim deliverables of high-priority areas, historic topo files, etc... can be delivered before the comprehensive topo files are finished. BL will coordinate the surveying schedule with the Client and its other contractors to locate utilities and other features in a timely manner. At least 1 day of notice is required to ensure that BL will be able to locate utilities that will be exposed only on a specific date. Typically, BL will perform location fieldwork within 3 work days of the Client's request.

Client Provided Services:

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

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

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

Any questions, comments or concerns shall be directed to Curtis Strong, RPLS at (979) 693-2777, or by email at cstrong@dccm.com.

Terms and Conditions

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

1. Authorization for Work to Proceed

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

2. Standard of Care

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

3. Billing and Payment

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

4. Consequential Damages

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

5. Termination

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

6. Governing Law

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

7. Hazardous Materials – Suspension of Services

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum, or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both parties acknowledge that Baseline's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event Baseline or any other party encounters any hazardous or toxic materials, or should it become known to Baseline that such materials may be present on or near the project site that may affect the performance of Baseline's services, Baseline may, at its sole option and without liability for consequential or other damages, suspend performance of the services within this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Baseline Corp.

2025 Billable Rates by Classification

Classification	Unit	Billable Rate
Field Personnel		
One (1) Member Survey Crew	Hour	\$135.00
Two (2) Member Survey Crew	Hour	\$215.00
Three (3) Member Survey Crew	Hour	\$265.00
Office Personnel		
Principal (PE and/or RPLS)	Hour	\$285.00
Sr. GIS/Lidar Manager	Hour	\$160.00
Sr. Project Manager (RPLS)	Hour	\$200.00
Project Manager (RPLS)	Hour	\$175.00
Project Surveyor	Hour	\$150.00
Sr. Survey Technician	Hour	\$130.00
Survey Technician	Hour	\$115.00
Administrative Assistant	Hour	\$90.00
Expert Consultant/Witness		
Expert Witness and Testimony	Hour	\$300.00
Other Direct/Indirect Expenses		
Mileage	Hour	Current federal rate
Terrestrial Laser Scanner	Hour	\$100.00
UAS-Drone Lidar	Hour	\$800.00
Boat with Motor	Day	\$200.00
All-Terrain Vehicle	Day	\$150.00
Professional Abstractor/Deeds, Plats	--	At cost plus 10%
Outside Copies/Mailing/Deliveries/Materials	--	At cost plus 10%
Lodging	Night	\$150.00 per person
Meals (for overnight stays only)	Day	\$55.00 per person

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

Direct Expenses

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

PROJECT BUDGET WORKSHEET

Client Name: Binkley Barfield
Project Name: Rock Prairie Road Rehab-Baseline
Project No.: Needs to match BBI, change to BL ext.

Baseline



Shine



BASELINE LABOR BUDGET	Description:	Topo	SUE Locates	Misc Req	Title Research	
	Branch:	JOI	JOI	JOI	JOI	
	Phase/Task:	Phase	Phase	Phase	Phase	
	Invoice Type:	Hourly Not to Exceed	Hourly Not to Exceed	Hourly Not to Exceed	Hourly Not to Exceed	

Labor Classification	Rate					TOTAL HOURS	TOTAL BUDGET
Principal (PE and or RPLS)	\$ 285.00	0	0	0	0	0	\$ -
Sr. Project Manager (RPLS)	\$ 200.00	15	0	4	0	19	\$ 3,800.00
Project Manager (RPLS)	\$ 175.00	60	5	8	20	93	\$ 16,275.00
Project Surveyor	\$ 150.00	0	0	0	3	3	\$ 450.00
Sr. Survey Technician (SIT)	\$ 130.00	25	0	6	0	31	\$ 4,030.00
Survey Technician	\$ 115.00	40	0	6	0	46	\$ 5,290.00
Professional LSLs/CFedS	\$ 250.00	0	0	0	0	0	\$ -
Sr. GIS/Lidar Manager	\$ 160.00	0	0	0	0	0	\$ -
Administrative Assistant	\$ 90.00	0	0	0	0	0	\$ -
1-Person Survey Crew (GPS/RTK)	\$ 135.00	0	0	0	0	0	\$ -
2-Person Survey Crew (GPS/RTK)	\$ 215.00	205	27	35	0	267	\$ 57,405.00
3-Person Survey Crew (GPS/RTK)	\$ 265.00	0	0	0	0	0	\$ -
Expert Witness (8 hrs min)	\$ 300.00	0	0	0	0	0	\$ -
Sub-Total Manhours per Phase/Task		\$ 65,425.00	\$ 6,680.00	\$ 11,195.00	\$ 3,950.00	459	\$ 87,250.00

Baseline Expense Budget	Rate					TOTAL	TOTAL BUDGET
Terrestrial Laser Scanner (per hour)	\$ 100.00	0	0	0	0	0	\$ -
UAS-Drone LiDAR (per hour)	\$ 800.00	0	0	0	0	0	\$ -
Boat w/ Motor (per day)	\$ 200.00	0	0	0	0	0	\$ -
All-Terrain Vehicle (per day)	\$ 150.00	0	0	0	0	0	\$ -
Meals (per day)	\$ 55.00	0	0	0	0	0	\$ -
Lodging (per night)	\$ 150.00	0	0	0	0	0	\$ -
Mileage (.67 per mile)	\$ 0.67	0	0	0	0	0	\$ -
Outside Copies/ Mailing/ Deliveries (at cost plus 10%)	110%	0	0	0	0	0	\$ -
Professional Abstractor/Deeds, Plats (at cost plus 10%)	110%	0	0	0	5500		\$ 6,050.00
Sub-Total Expense Fee per Phase/Task		\$ -	\$ -	\$ -	\$ 6,050.00		\$ 6,050.00

Subconsultant (if applicable)	Fee	\$ -	\$ -	\$ -	\$ -		\$ -
Platting/ Agency (if applicable)	Fee	\$ -	\$ -	\$ -	\$ -		\$ -
Subtotal Less Taxes		\$ 65,425.00	\$ 6,680.00	\$ 11,195.00	\$ 10,000.00		\$ 93,300.00
Sub-Total Taxes per Phase/Task							\$ -
TOTAL:		\$ 65,425.00	\$ 6,680.00	\$ 11,195.00	\$ 10,000.00		\$ 93,300.00

Attachment D

CME Proposal for Geotechnical Engineering and Construction Materials Testing Services

CME TESTING AND ENGINEERING, INC.

320 GRAHAM ROAD • COLLEGE STATION, TEXAS 77845 • 979.690.3600

October 29, 2025

Mr. Brandon Boatcallie
Senior Corporate Vice – President
BinkleyBarfield | DCCM
1701 Southwest Parkway, Suite 111
College Station, Texas 77840

RE: Proposal to Perform a Geotechnical Study and Construction Materials Testing Services for Rock Prairie Rehabilitation - William D. Fitch to College Station City Limits; College Station, Texas

Dear Mr. Boatcallie,

CME Testing and Engineering, Inc. (CME) is pleased to submit this proposal to perform a geotechnical study and construction materials testing (CMT) services for the *Rock Prairie Rehabilitation – William D. Fitch to College Station City Limits* project as requested in an email communication from you on October 23, 2025. Information concerning the project was developed based upon our review of the information provided in the above referenced e-mail communication, as well as our review of the construction materials testing requirements outlined in the *B/CS Unified Technical Specifications*.

Geotechnical Study Work Effort

The services associated with this proposal will include performing a subsurface exploration and laboratory testing program. The deliverables will include a formal geotechnical engineering report that is signed and sealed by a professional engineer licensed in the State of Texas. These services are outlined in more detail in the following paragraphs and Table I.

The proposed subsurface exploration will consist of drilling twenty – one (21) borings through the existing pavement. Each boring will be advanced to depths of 10 – feet (10') below the existing pavement surface. The thickness of the existing hot – mix asphaltic concrete (HMAC) and underlying base material will be noted and recorded. Soil sampling will be accomplished using conventionally accepted procedures. Although not anticipated, if unforeseen drilling problems are encountered additional costs may be incurred. Following the completion of drilling operations, each borehole location will be backfilled with soil cuttings and the surface will be covered with asphalt patch material. The collected soil samples will be transported to CME's laboratory so that they may be visually classified by a professional geotechnical engineer. In addition, laboratory tests deemed pertinent to the project will be performed on select soil samples recovered from the borings to aid in the classification and strength characterization of the foundation soils.

The formal geotechnical engineering report, submitted in .pdf format, will summarize the results of the subsurface exploration and laboratory testing efforts. In addition, the report will provide foundation system recommendations for the proposed roadway reconstruction and address construction considerations that may have an impact on site development. Furthermore, recommendations regarding construction materials testing services and testing frequencies will be provided.

CME TESTING AND ENGINEERING, INC.

Proposal to Perform a Geotechnical Study and Construction Materials Testing Services for Rock Prairie Rehabilitation - William D. Fitch to College Station City Limits; College Station, Texas
October 29, 2025

CMT Program Work Effort

Based upon the referenced communication, we understand that you would like for CME to estimate the type of work units and the total number of the various types of work units necessary to perform the CMT services, which we believe are required by the information provided and the *B/CS Unified Technical Specifications*. We have presented an outline and description of those work units, as well as the estimated quantity of each work unit required to complete the outlined scope of CMT services, in Table II. The unit test and labor costs as presented in the attached *CME Construction Materials Testing Fee Schedule* were used to compute the costs associated with the performance of the proposed work effort.

Summary of the Geotechnical Study and CMT Program Work Effort Costs

The charges for each of the described work units presented in Table 1 were derived from the standard fee schedules presented in Appendix A (labor charges), Appendix B (office expenses), and Appendix C (field exploration and laboratory testing charges) of the *Terms* (Attachment I). The estimated total cost to perform the geotechnical study will be approximately **\$24,090**.

Based on the estimated project work unit quantities and the unit costs for each work unit, CME estimates that the approximate CMT costs for the *Rock Prairie Rehabilitation – William D. Fitch to College Station City Limits* project will be **\$86,050**. Actual costs will be based solely on the work performed and the unit costs as set forth in the attached Fee Schedules.

The volume of work performed will be dependent upon timely notification to CME by the City of College Station, BinkleyBarfield | DCCM, the general contractor, or an authorized representative of the general contractor when CMT work is required to be performed.

Proposal Acceptance

If you are satisfied with this proposal and enclosed contract, please indicate your acceptance by completing the proposal acceptance sheet on the last page of this proposal and forwarding an executed copy to our College Station Office.

Closing

We greatly value the opportunity to partner with BinkleyBarfield | DCCM on this project and look forward to continuing our productive and positive partnership. For any questions regarding this proposal or to request additional information about our services, please contact us at (979) 690-3600.

Respectfully,



CME TESTING AND ENGINEERING, INC.

Paul Evans
Owner | Laboratory Manager



CME TESTING AND ENGINEERING, INC.

Jack C. Lind, P.E.
Senior Engineer

Via Email: Mr. Brandon Boatcallie, PE
[BBoatcallie@dccm.com]

CME TESTING AND ENGINEERING, INC.

Proposal to Perform a Geotechnical Study and Construction Materials Testing Services for Rock Prairie Rehabilitation - William D. Fitch to College Station City Limits; College Station, Texas
 October 29, 2025

Table I. Estimated Cost for Geotechnical Subsurface Exploration and Laboratory Testing for Rock Prairie Rehabilitation – William D. Fitch to College Station City Limits

Description	Estimated Quantity		Unit Cost (\$)	Extended Cost (\$)
Task I - Field Investigation				
Labor				
Field Engineer	22	hours	100	2,200.00
Expenses				
Drilling & Soil Sampling - 21 borings @ 10'	210	feet	15	3,150.00
Mobilization Demobilization	2	trips	300	600.00
Support Truck - 2 trips	24	miles	0.75	18.00
Borehole Patching	21	each	12	252.00
Traffic Control	2	days	3,640	7,280.00
<i>SUBTOTAL</i>				<i>\$13,500.00</i>
Task II - Laboratory Testing				
Expenses				
Moisture Content (ASTM D2216)	42	tests	10	420.00
Liquid Limits (ASTM D4318)	42	tests	55	2,310.00
Percent Passing No. 200 Sieve (ASTM D1140)	42	tests	25	1,050.00
Unconfined Compression (ASTM D2166)	21	tests	60	1,260.00
Sulfate Content (Tex-145-E)	21	tests	90	1,890.00
<i>SUBTOTAL</i>				<i>\$6,930.00</i>
Task III - Report Preparation				
Labor				
Senior Engineer	14	hours	135	1,890.00
Technical Drafting	3	hours	90	270.00
Production Graphics	2	hours	75	150.00
<i>SUBTOTAL</i>				<i>\$2,310.00</i>
Task IV - Site Visits During Construction Phase				
Labor				
Senior Engineer	10	hours	135	1,350.00
<i>SUBTOTAL</i>				<i>\$1,350.00</i>
<i>GEOTECHNICAL SUBSURFACE EXPLORATION AND LABORATORY TESTING TOTAL</i>				<i>\$24,090.00</i>

CME TESTING AND ENGINEERING, INC.

Proposal to Perform a Geotechnical Study and Construction Materials Testing Services for Rock Prairie Rehabilitation - William D. Fitch to College Station City Limits; College Station, Texas
October 29, 2025

Table II. Estimated Cost for Construction Materials Testing Services for Rock Prairie Rehabilitation – William D. Fitch to College Station City Limits

Description	Estimated Quantity	Unit Cost (\$)	Extended Cost (\$)
Soils Testing for Culvert Backfill¹			
Standard Proctor (ASTM D698)	5	155	775.00
Percent Passing No. 200 Sieve (ASTM D1140)	5	25	125.00
Atterberg Limits (ASTM D4318)	5	55	275.00
Field Moisture Density Tests (ASTM D6938)	30	25	750.00
Senior Engineering Technician Time ²	20	68	1,360.00
<i>SUBTOTAL</i>			<i>\$3,285.00</i>
Cement Stabilized Sand Testing for Utility Line Backfill³			
Molding of Soil-Cement Specimens (ASTM D1632), 4 per set	5	120	600.00
Compression of Molded Soil-Cement Specimens (ASTM D1663), 4 per set	5	80	400.00
Senior Engineering Technician Time ²	10	68	680.00
<i>SUBTOTAL</i>			<i>\$1,680.00</i>
Proof-Rolling Observations of Subgrade Soils Beneath Embankment and Roadway Areas⁴			
Senior Engineering Technician Time ²	32	68	2,176.00
Production Graphics	8	75	600.00
<i>SUBTOTAL</i>			<i>\$2,776.00</i>
Fill Soils Testing for Embankment and Roadway Areas⁵			
Standard Proctor (ASTM D698)	12	155	1,860.00
Percent Passing No. 200 Sieve (ASTM D1140)	12	25	300.00
Atterberg Limits (ASTM D4318)	12	55	660.00
Field Moisture Density Tests (ASTM D6938)	196	25	4,900.00
Senior Engineering Technician Time ²	98	68	6,664.00
<i>SUBTOTAL</i>			<i>\$14,384.00</i>
Lime Stabilized Subgrade Testing Beneath Roadway Area⁶			
Determining Sulfate Content in Soils - <i>Colorimetric Method</i> (Tex-145-E)	26	90	2,340.00
Optimum Lime Content, pH Method (ASTM D6276)	8	165	1,320.00
Optimum Lime Content, Plasticity Index Method (Tex-112-E)	8	275	2,200.00
pH of Soil (ASTM D4972)	20	25	500.00
Dry Sieve Analysis (Tex-101-E, part III), Percent passing 1-3/4", 3/4" & #4	20	60	1,200.00
Standard Proctor (ASTM D698)	20	155	3,100.00
Percent Passing No. 200 Sieve (ASTM D1140)	46	25	1,150.00
Atterberg Limits (ASTM D4318)	46	55	2,530.00
Field Moisture Density Tests (ASTM D6938)	106	25	2,650.00
Depth Check of Lime Stabilized Subgrade	106	20	2,120.00
Senior Engineering Technician Time ²	96	68	6,528.00
<i>SUBTOTAL</i>			<i>\$25,638.00</i>

See Notes on Page 6

CME TESTING AND ENGINEERING, INC.

Proposal to Perform a Geotechnical Study and Construction Materials Testing Services for Rock Prairie Rehabilitation - William D. Fitch to College Station City Limits; College Station, Texas
October 29, 2025

Table II, Continued. Estimated Cost for Construction Materials Testing Services for Rock Prairie Rehabilitation – William D. Fitch to College Station City Limits

Description	Estimated Quantity	Unit Cost (\$)	Extended Cost (\$)
Concrete Testing⁷			
Casting of 4"x8" Test Cylinders (ASTM C31), 5 per set			
Concrete for Culverts	5	75	375.00
Compression of Test Cylinders, 4 per set	5	60	300.00
Air Content of Concrete (ASTM C 231)	5	15	75.00
Senior Engineering Technician Time ²	10	68	680.00
Cylinder Pick-Up ⁸	5	50	250.00
<i>SUBTOTAL</i>			<i>\$1,680.00</i>
Crushed Limestone Flexible Base Testing Beneath Roadway Area⁹			
Modified Proctor (ASTM D1557)			
Atterberg Limits (ASTM D4318)	1	55	55.00
Wet Ball Mill (Tex-106-E)	1	175	175.00
Triaxial (Tex-117-E)	1	1,700	1,700.00
Sieve Analysis (Tex-101-E)	1	80	80.00
Field Moisture Density Tests (ASTM D6938)	106	25	2,650.00
Depth Check of Compacted Base Material	106	20	2,120.00
Senior Engineering Technician Time ²	64	68	4,352.00
<i>SUBTOTAL</i>			<i>\$11,287.00</i>
Hot - Mix Asphaltic Concrete (HMAC) Testing¹⁰			
Sieve Analysis (ASTM C 136 or Tex-200-F)			
Asphalt Content (ASTM D 2172 or Tex-236-F)	10	60	600
Bulk Specific Gravity (ASTM D 2726 or Tex-207-F) - 3 per set	10	120	1,200
Theoretical Maximum Specific Gravity (ASTM D 2041 or Tex-227-F)	10	55	550
HVEEM Stability (ASTM D1560 or Tex-227-F)	15	50	750
HVEEM Stability (ASTM D1560 or Tex-227-F)	10	150	1,500
Field Density Tests (ASTM D 2950)	120	25	3,000
HMAC Core Sampling (ASTM D 979 or Tex-222-F)	40	40	1,600
Determination of Air Voids of HMAC Core (ASTM D 3203)	40	25	1,000
Thickness Determination of HMAC Core (ASTM D 3549)	40	10	400
Patching HMAC Core Hole	40	15	600
Senior Engineering Technician Time ²	90	68	6,120
<i>SUBTOTAL</i>			<i>\$17,320.00</i>
Review of Generated Reports and Communication¹¹			
Project Manager			
	80	100	8,000.00
<i>SUBTOTAL</i>			<i>\$8,000.00</i>
<i>CONSTRUCTION MATERIALS TESTING SERVICES TOTAL</i>			<i>\$86,050.00</i>

See Notes on Page 6

CME TESTING AND ENGINEERING, INC.

Proposal to Perform a Geotechnical Study and Construction Materials Testing Services for Rock Prairie Rehabilitation - William D. Fitch to College Station City Limits; College Station, Texas
October 29, 2025

Notes:

1. Based on the project details, *B/CS Unified Technical Specifications Section 31 23 33 – Excavation, Trenching and Backfilling*, and previous experience, we have assumed that one (1) in-field moisture-density test will be performed for approximately every 200 linear feet of culvert backfill per twenty-four inch (24") vertical lift. We have also assumed that a minimum of three (3) tests will be performed per trip.
2. Senior engineering technician, engineering technician and certified welding inspector time charges will be based on portal-to-portal time, with a minimum charge of two (2) hours for technicians and four (4) hours for certified welding inspectors.
3. Based on the project details, *B/CS Unified Technical Specifications Section 31 23 23.53 – Cement Stabilized Sand Backfill*, and previous experience, we have assumed that five (5) samples of cement stabilized sand will be collected, molded and tested for compressive strength.
4. Based on project details, *B/CS Unified Technical Specifications Section 31 23 00 – Excavation and Embankment*, and previous experience, we have assumed that a representative of the testing laboratory will observe proof-rolling of the proposed embankment and roadway areas.
5. Based on project details, *B/CS Unified Technical Specifications Section 31 23 00 – Excavation and Embankment*, and previous experience, we have assumed that one (1) in-field moisture-density test will be performed for approximately every 4,000 square feet of embankment and roadway fill per twelve – inch (12") compacted vertical lift. We have also assumed that a minimum of three (3) tests will be performed per trip.
6. Based on project details, *B/CS Unified Technical Specifications Section 32 11 16 – Subgrade Preparation and Compaction, Section 32 11 29 – Lime Stabilization*, and previous experience, we have assumed that one (1) in-field moisture-density test will be performed for stabilized subgrade for approximately every 100 linear feet of roadway in alternating lanes. We have also assumed that a minimum of three (3) tests will be performed per trip. In addition, we have assumed that subgrade soil samples will be collected for sulfate content testing.
7. Based on the project details, *B/CS Unified Technical Specifications Section 03 30 00 – Concrete*, and previous experience, we have assumed that one (1) set of 4"x8" concrete test cylinders will be made for every 50 cubic yards or fraction thereof of concrete placed for each day's pour. In addition, we have also assumed that each set will consist five (5) cylinders and that the compressive strength testing schedule for the cylinders is that one (1) of the cylinders is tested for compressive strength at 7-days of age, three (3) cylinders are tested at 28-days of age, and the final cylinder will be held in reserve pending the results of the 28-day strength tests.
8. Concrete cylinders, mortar cubes, and/or grout blocks will be collected from the project site on the day following casting. A lump sum rate of \$50 will be charged if no other testing is performed on the collection date and a dedicated trip to the site is required.
9. Based on the project details, *B/CS Unified Specifications Section 32 11 14 – Flexible Base Crushed Limestone*, and previous experience, we have assumed that one (1) in-field moisture-density test and depth check will be performed for crushed limestone flexible base material for every construction station of roadway in alternating lanes. We have also assumed that a minimum of three (3) tests will be performed per trip.
10. Based on the project details, *B/CS Unified Specifications Section 32 12 16 – Hot Mix Asphaltic Concrete Pavement*, and previous experience, we have assumed that one (1) bulk sample of hot mix asphaltic concrete (HMAC) will be taken for each of day's production at the point of delivery for laboratory testing. We have also assumed that core samples will be cut from the HMAC pavement layer, measured for thickness and tested for density (air voids) for each day's production. In addition, we have assumed that the HMAC placement activities will take ten (10) days to complete.
11. Based on the number of reports that will have to be generated and previous project experience involving communication between the general contractor and client, CME has estimated that approximately eighty (80) hours of project manager time will be required for the project.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

- 1. SERVICES TO BE PROVIDED.** CME is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in this proposal. The labor and expenses costs listed in the proposal are based upon the unit labor rates listed in Appendix A and the unit expense costs listed in Appendices B and C.
- 2. PAYMENT TERMS.** Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at the prevailing legal rate, including reasonable attorney's fees, if collected through an attorney. No deduction shall be made from our invoice on account of liquidated damages or other sums withheld from payments to contractors or others.
- 3. STANDARD OF CARE.** CME will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.**
- 4. INSURANCE.** CME maintains insurance coverage as follows:
 - (a) Worker's Compensation Insurance - statutory.
 - (b) Employer's Liability Insurance - \$1,000,000.
 - (c) Comprehensive General Liability Insurance - \$1,000,000 | \$1,000,000.
 - (d) Automobile Liability Insurance - \$1,000,000 | \$1,000,000.
- 5. PROFESSIONAL LIABILITY.** Client agrees that CME's liability to Client or any third party due to any negligent professional acts, errors or omissions or breach of contract will be limited to an aggregate of \$10,000 or our total fee, whichever is greater. If Client prefers to have higher limits of professional liability, we agree to increase the limit up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal, providing that Client agrees to pay an additional consideration of ten percent of our total fee, or \$500, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by us and is not a charge for additional professional liability insurance.
- 6. CONSEQUENTIAL DAMAGES.** Neither Consultant nor Client shall be liable to the other for any consequential or incidental damages arising as a result of this Agreement, including, but not limited to, loss of use or loss of profit.
- 7. SITE OPERATIONS.** Client will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

CME's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. Our field personnel will avoid hazards or utilities which are visible to them at the site. If we are advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, we will give special instructions to our field personnel. CME is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Except as a result of our sole negligence, Client agrees to indemnify us from any such claims, suits or losses, including reasonable attorney's fees, resulting therefrom.

We will take reasonable precautions to minimize damage to the property caused by our operations. Our fee does not include any cost of restoration due to any damage which may result. If Client desires us to repair such damage, we will comply and add the cost to our fees.

Field tests or boring locations described in our report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in our proposal or report.

- 8. FIELD REPRESENTATIVE.** The presence of our field personnel, either full-time or part-time, will be for the purpose of providing observation and field testing of specific aspects of the project as authorized by Client. Should a contractor, not retained by us, be involved in the project, Client will advise contractor that our services do not include supervision or direction of the actual work of the contractor, his employees or agents. Client will also inform contractor that the presence of our field representative or observation or testing by us will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (other than a subcontractor to CME) is involved in the project, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the duty or right to stop the work of the contractor.

- 9. UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered which could substantially alter the necessary services or the risks involved in completing our services. If this occurs, we will promptly notify and consult with Client, but will act based on our sole judgment where risk to our personnel is involved. Possible actions could include:

- (a) Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practicable in our sole judgment;
- (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- (c) Terminate the services effective on the date specified by us in writing.

- 10. SAMPLE DISPOSAL.** Test specimens or samples generally are consumed or substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples and other specimens are disposed of 30 days after submission of our report.

A. NONHAZARDOUS SAMPLES. At Client's written request, we will retain preservable test specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, we will retain test specimens or samples for a mutually acceptable storage charge and period of time. Client agrees that we are not responsible or liable for any loss of test specimens or samples retained in storage.

B. *HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES. In the event that samples contain hazardous constituents, we will return such samples to Client, or using a manifest signed by Client as generator, we will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples. Client recognizes and agrees that we are acting as a bailee and at no time assume title to said materials.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

11. *CLIENT DISCLOSURE. Client agrees to advise us upon execution of this Agreement of any hazardous substances or any condition, known or that should be known by Client, existing in, on, or near the site that present a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it becomes available to the Client in the future. By virtue of entering into this Agreement or of providing services hereunder, we do not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

12. *ENVIRONMENTAL INDEMNITY. In connection with toxic or hazardous substances or constituents, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify CME from and against any and all claims and liabilities, unless caused by our sole negligence or willful acts, resulting from:

- (a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of toxic or hazardous substances or constituents;
- (b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;
- (c) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after the completion of services herein;
- (d) Allegations that CME is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law.

If a third party brings suit or claim for damages against us alleging personal injury or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after the services of this Agreement, Client agrees to the maximum extent permitted by law to defend us and pay on our behalf any judgment resulting against us, including interest thereon, unless such damages are caused by our solenegligence.

13. *EQUIPMENT CONTAMINATION. We will endeavor to clean our laboratory and field equipment which may become contaminated in the conduct of our services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazardous materials encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples and to charge Client as described above. Client agrees to pay the fair market value of any such equipment.

14. DOCUMENTS. CME will furnish to Client the agreed upon number of reports and supporting documents. These instruments of service are furnished for Client's use in connection with the project or work provided for in this Agreement. For any other purposes, all documents generated by us under this Agreement, shall remain the sole property of CME.

If Client desires to provide our report to a third party, we will agree provided Client obtains written acceptance from the third party to be bound by these terms and conditions.

Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that documents produced by CME pursuant to this Agreement will not be used at any location or for any project not expressly provided for in this Agreement without our written approval.

Client shall furnish documents or information reasonably within Client's control and deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client.

The documents we furnish to Client are intended for Client's exclusive reliance and internal use and not for advertising or other type of general distribution or publication. Client agrees to obtain our written permission for any exception. Any unauthorized use or distribution shall be at Client's sole risk and without liability to CME.

15. CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant fails to prevail, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

16. CONFIDENTIALITY. CME will maintain as confidential any documents or information provided by Client indicated to be confidential and will not release, distribute or publish to any third party without prior permission from Client unless compelled by order of a court or regulatory body of competent jurisdiction.

17. SEVERABILITY. In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect.

18. SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and CME shall survive the completion of the services and the termination of this Agreement.

19. INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both the parties.

20. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Texas.

*Applies only if toxic or hazardous substances or constituents are involved or encountered.

APPENDIX A

**FEE SCHEDULE OF LABOR RATES FOR
PROFESSIONAL, TECHNICAL, AND SUPPORT PERSONNEL**

Professional, technical, and support staff utilized for sample analyses, evaluations, studies, project planning, coordination, consultation and report preparation, and other required Client services, are billed by personnel charged directly to the project at the rate indicated below:

<u>Job Category</u>	<u>Hourly Fee</u>
Principal Engineer	150
Senior Engineer	135
Project Engineer	120
Staff Field Engineer	110
Technical Drafting	70
Production Graphics	75
Senior Field Geotechnologist	68
<u>Field Geotechnologist</u>	<u>65</u>

All salary schedules may be, with thirty (30) days written notice to Client, supplemented and revised from time to time to allow Consultant to attract and retain competent personnel for the performance of the work.

APPENDIX B

**OFFICE COST, EXPENSES, RATE SCHEDULE, THIRD PARTY SERVICES,
AND TRAVEL POLICY**

In addition to any other fee schedules or cost schedules appended to the Contract, the following services are reimbursable at the rate shown:

I. Reproduction and Photography:

- | | |
|---|------|
| a. Blueline (per square foot) | 0.25 |
| b. Photocopy cost (per page) | 0.10 |
| c. Binding—cost | |
| d. Outside reproduction work—cost | |
| e. Special forms, printing, special engineering services, model supplies—cost | |
| f. Photography—cost | |

II. Graphics:

- | | |
|--------------------------------|-------|
| a. Labor plus per plot charge: | |
| 1. 8 1/2" x 11" print/plot | 10.00 |
| 2. 11" x 17" print/plot | 20.00 |
| 3. 24" x 36" print/plot | 15.00 |
| 4. 36" x 48" print/plot | 25.00 |
| 5. Duplicate print/plots | 5.00 |
| b. Document covers (each) | 3.00 |

III. Communications, Shipping, and Mileage:

- | | |
|--|--|
| a. Telephone (long distance conference calls)—cost | |
| b. Express charges and shipping charges—cost | |
| c. Consultant vehicles—0.65 per mile | |

IV. Business/Travel Expenses:

If required for the project, business travel expenses will be in accordance with the rate listed below for mileage and for room and board.

- | | |
|---|------|
| a. Mileage (personal vehicle), per mile | 0.75 |
| b. Rental car – cost | |
| c. Per diem – cost (maximum of \$150 per day) | |

This rate schedule may be, with thirty (30) days written notice to Client, revised in accordance with any and all changes in Federal/State/Local laws, ordinances, and policies, as well as changes in local labor requirements reflecting the ability of Consultant and its subcontractors, if any, to attract and maintain the necessary work force.

APPENDIX C

SUBSURFACE EXPLORATION AND GEOTECHNICAL LABORATORY FEES

<u>Field Operations - Subcontract</u>		<u>Rate</u>
1.00	Mobilization	
1.01	Mobilize men and track-mounted drilling equipment	By Quote
1.10	Drilling and Sampling	
1.11	Drilling – Track-Mounted Drill Rig – per ft. (0 to 50 ft.)	15.00
1.12	Drilling – Track-Mounted Drill Rig – per ft. (> 50 ft.)	20.00
1.13	Drilling – ATV – Mounted Drill Rig – per ft. (0 to 50 ft.)	15.00
1.14	Drilling – ATV – Mounted Drill Rig – per ft. (> 50 ft.)	20.00
1.15	Coring in Rock - Soft Rock - per ft.	27.00
1.16	Coring in Rock - Hard Rock - per ft.	35.00
1.20	Conditional Charges	
2.31	Standby and trip time - per hour	200.00
2.32	Expended drilling materials - cost	
2.33	Mud, grout, or casing - cost	
2.34	Boring location survey - cost	
2.35	Rental of access equipment - cost	
2.36	Trip charge - cost	
2.37	Drilling Crew per diem – cost	
<u>Laboratory Soil Tests</u>		
2.00	Classification Tests	
2.01	Moisture Content (ASTM D 2216)	10.00
2.02	Liquid & Plastic Limits (ASTM D 4318 or Tex-104-E, Tex-105-E, & Tex-106-E)	55.00
2.03	Linear Bar Shrinkage (Tex-107-E, part II)	55.00
2.04	Percent Passing No. 200 Sieve (ASTM D 1140)	25.00
2.05	Unit Weight	20.00
2.06	Specific Gravity (ASTM D 854)	60.00
2.07	Dry Sieve Analysis (ASTM D 422) - per sieve	20.00
2.08	Wet Sieve Analysis (ASTM D 422) - per sieve	25.00
2.09	Hydrometer Analysis (ASTM D 422)	130.00
2.10	Material Characteristics	
2.11	Permeability, BP saturation EM 1110-2-1906, (ASTM D 5084)	225.00
2.12	Resistivity (Tex-129-E)	70.00
2.13	Wet Ball Mill (Tex-116-E)	175.00
2.14	Optimum Lime Content, pH Method (ASTM D 6276)	165.00
2.15	Pinhole Test (ASTM D 4647)	175.00
2.16	Crumb Test	7.00
2.17	Phenolphthalein Test	10.00
2.18	pH Determination (ASTM D 2976)	25.00
2.19	Dynamic Cone Penetrometer (Sowers Method)	20.00

APPENDIX C (CONTINUED)

SUBSURFACE EXPLORATION AND GEOTECHNICAL LABORATORY FEES

<u>Laboratory Soil Tests (Continued)</u>		<u>Rate</u>
2.20	Strength Tests	
2.21	Hand Penetrometer or Torvane	1.00
2.22	Unconfined Compression (ASTM D 2166) (only)	33.00
2.23	Unconfined Compression (ASTM D 2166), With Moisture and Dry Unit Wt.	60.00
2.24	UU-Triaxial (ASTM D 2850) (single stage)	115.00
	with sample preparation (per stage)	30.00
2.25	UU-Triaxial (ASTM D 2850) (multi-stage)	245.00
	with sample preparation (per stage)	30.00
2.26	CU-Triaxial (ASTM D 4767) (w/pore pressure measurements)	510.00
	with sample preparation (per stage)	30.00
2.27	California Bearing Ratio (CBR) (ASTM D 1883), 3 per set	750.00
2.28	Direct Shear (ASTM D 3080)	235.00
2.30	Volume Change Tests	
2.31	Swell Test (ASTM D 4546, Method B)	260.00
2.32	Swell Test (ASTM D 4546, Method C)	330.00
2.33	Consolidation (ASTM D 2435), 7 or less loading increments	590.00

CME TESTING AND ENGINEERING, INC.
CONSTRUCTION MATERIALS TESTING FEE SCHEDULE

College Station, Texas

<u>Engineering, Engineering Technician and Support Personnel</u>		<u>Unit Prices (\$)</u>
1.00	Time Spent to Perform Services	
1.01	Principal Engineer, Registered Professional Engineer – per hour	150.00
1.02	Senior Engineer, Registered Professional Engineer – per hour	135.00
1.03	Project Engineer, Registered Professional Engineer – per hour	120.00
1.04	Staff Engineer – per hour	110.00
1.05	Project Manager – per hour	100.00
1.06	Certified Welding Inspector – per hour	95.00
1.07	Technical Drafting – per hour	90.00
1.08	Production/Graphics – per hour	75.00
1.09	Senior Engineering Technician – per hour	68.00
1.10	Engineering Technician – per hour	65.00
2.00	Reimbursable Expenses	
	Any other costs incurred by Consultant in connection with the performance of the work when required for compliance with Client's specifications, general or special conditions, other contract documents, or when otherwise recognized by Client, shall be reimbursable at cost.	
3.00	Trip Charges	
3.01	CME Mileage to Site – per mile (only sites outside of Bryan/College Station)	0.75
 <u>Soils and Base Materials</u>		
4.00	Identification and Classification Tests	
4.01	Moisture Content (ASTM D 2216)	10.00
4.02	Liquid and Plastic Limits (ASTM D 4318 or Tex-104-E, Tex-105-E and Tex-106-E)	55.00
4.03	Percent Passing No. 200 Sieve or a Single Sieve (ASTM D 1140)	25.00
4.04	Linear Bar Shrinkage (TEX-107-E, part II)	55.00
4.05	Unconfined Compressive Strength, Unit Dry Weight and Moisture Content (ASTM D 2166)	60.00
4.06	Hand Augering, per ft. of depth	20.00
4.07	Specific Gravity (ASTM D 845)	60.00
4.08	Sieve Analysis, through No. 100 sieve (ASTM D 6913)	60.00
4.09	Sieve Analysis of Base Materials (ASTM C 136 or Tex-110-E)	80.00
4.10	Dry Sieve Analysis of Lime Stabilized Soil (ASTM D421 or Tex-101-E, part III), each sieve	20.00
4.11	Hydrometer (ASTM D 7928)	130.00
4.12	Pinhole Dispersion Test (ASTM D 4647)	175.00
4.13	pH of Soil (ASTM D 4972)	25.00
4.14	Sulfate Content (Tex-145-E)	90.00
5.00	Material Characteristics and Compaction Tests	
5.01	Standard Proctor Compaction Test (ASTM D 698 / Tex-114-E)	155.00
5.02	Modified Proctor Compaction Test (ASTM D 1557)	165.00
5.03	TXDOT Laboratory Compaction Test (Tex-113-E)	185.00
5.04	Wet Ball Mill (Tex-116-E)	175.00
5.05	Los Angeles Abrasion and Impact Test (ASTM C 131 or ASTM C 535)	265.00
5.06	Optimum Lime Content, pH Method (ASTM D 6276)	165.00
5.07	Optimum Lime Content, Plasticity Index Method (Tex-112-E)	275.00
5.08	Phenolphthalein Test	10.00
5.09	California Bearing Ration (CBR) (ASTM D 1883), each specimen	255.00
5.10	Depth Check of Compacted Base or Lime Stabilized Material	20.00
5.11	Hydraulic Conductivity of Soils (ASTM D 5084)	225.00
5.12	Molding of Soil-Cement Compression Test Specimens (ASTM D 1632), 4 per set	120.00
5.13	Compression of Molded Soil-Cement Cylinders (ASTM D 1633), 4 per set	80.00
5.14	Moisture-Density Relations of Soil-Cement Mixtures (ASTM D 558)	175.00
5.15	Molding of Cement Treated Base Materials (TEX-120-E), 3 per set	150.00
5.16	Compression of Molded Cement Treated Base Materials (TEX-120-E), 3 per set	105.00
5.17	Tex-120-E, Part I – Laboratory Mixed (Includes Proctor Curve with 5% Cement and Molding and Compression of 3 sample sets (3%, 5% and 7% cement) of 3 specimens for compressive strength at 7 days of age)	1,120.00
5.18	Tex-120-E, Part II – Road Mixed (Includes Proctor Curve and Molding and Compression of 1 set of 3 specimen for compressive strength at 7 days of age)	440.00
5.19	Sample Preparation for Chemical Admixture, per sample	25.00

CME TESTING AND ENGINEERING, INC.
CONSTRUCTION MATERIALS TESTING FEE SCHEDULE
 College Station, Texas

Field Compaction Testing

		<u>Unit Prices (\$)</u>
6.00	Nuclear Densities – by the Test (ASTM D 6938), minimum of 3 per trip, each	25.00
6.01	Field Stiffness Measurement with Humbolt ® Stiffness Gauge, each	35.00

Concrete, Grout and Mortar

7.00	Material Characteristics and Strength Tests	
7.01	Casting of 4" x 8" Test Cylinder (ASTM C 31)	15.00
7.02	Casting of 2"x 2" Mortar Cube (ASTM C 109)	15.00
7.03	Casting of Concrete Beam (ASTM C 31)	25.00
7.04	Casting of Lightweight Insulating Concrete Cylinder (ASTM C 495)	30.00
7.05	Casting of 3.5"x3.5" x7" Grout Specimen (ASTM C 1019)	25.00
7.06	Compression of 4" x 8" Test Cylinder (ASTM C 39)	15.00
7.07	Compression of 2"x 2" Mortar Cube (ASTM C 109)	15.00
7.08	Compression of Lightweight Insulating Concrete (ASTM C 495)	25.00
7.09	Compression of 3.5"x3.5"x7" Grout Specimen (ASTM C 1019)	40.00
7.10	Compression of 6" x 12" or 4" x 8" Test Cylinder (ASTM C 39), made by others	25.00
7.11	Flexural Strength of Beam (ASTM C 78 or ASTM C 293)	30.00
7.12	Air Content (ASTM C 173 or ASTM C 231)	15.00
7.13	Concrete Core Sampling (ASTM C 42) 4-inch diameter, per inch of thickness	20.00
7.14	Concrete Core Sampling (ASTM C 42) 6-inch diameter, per inch of thickness	25.00
7.15	Patching Concrete Core Hole	15.00
7.16	Compression of Concrete Cores	55.00
7.17	Unit Weight (ASTM C 138)	30.00
7.18	Sample Preparation Charge, masonry saw	20.00
7.19	Concrete Mix Verification – (includes: mixing the trial batch determining the slump, air content and yield; and molding 6 compressive strength or flexural strength specimens.)	
	Regular Aggregate, per trial batch	By Quote
	Lightweight Aggregate or Flexural Batch, per trial batch	By Quote
7.18	Structural Concrete Core Sampling	By Quote

Aggregate

8.00	Material Characteristics	
8.01	Sieve Analysis (ASTM C 136)	
	Fine Aggregate	60.00
	Coarse Aggregate	65.00
	Base Coarse Materials	75.00
8.02	Specific Gravity & Absorption	
	Coarse Aggregate (ASTM C 127)	65.00
	Fine Aggregate (ASTM C 128)	60.00
8.03	Unit Weight (ASTM C 29) dry rod or loose	55.00
8.04	Organic Impurities (ASTM C 40)	75.00
8.05	Clay Lumps/Friable Particles (ASTM C 142)	
	Fine Aggregates	60.00
	Coarse Aggregates	70.00
8.06	Sulfate Soundness (ASTM C 88), 5 cycles	600.00
8.07	Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing (ASTM C 117)	40.00

Asphalt

9.00	Material Characteristics	
9.01	Sieve Analysis (ASTM C 136) or (Tex-200-F)	60.00
9.02	Asphalt Content (ASTM D 2172) or (Tex-236-F)	120.00
9.03	HVEEM Stability (ASTM D 1560) or (Tex-208-F) - 3 per set	150.00
9.04	Nuclear Density Test (ASTM D 2950)	25.00
9.05	Bulk Specific Gravity (ASTM D 2726) or (Tex-207-F) - 3 per set	55.00
9.06	Theoretical Maximum Specific Gravity (ASTM D 2041) or (Tex-227-F)	50.00
9.07	HMAC Core Sampling (ASTM D 979 or Tex-222-F)	40.00
9.08	Determination of Air Voids of HMAC Core (ASTM D 3203)	25.00
9.09	Thickness Determination of HMAC Core (ASTM D 3549)	10.00
9.10	Patching HMAC Core Hole	15.00

CME TESTING AND ENGINEERING, INC.
CONSTRUCTION MATERIALS TESTING FEE SCHEDULE
 College Station, Texas

Brick

Unit Prices (\$)

10.00	Material Characteristics	
10.01	Compressive Test (ASTM E 447), brick, set of 5 or less	125.00
10.02	Absorption (ASTM C 67), brick 24-hour submersion, set of 5 or less	120.00
10.03	Saturation Coefficient (ASTM C 67), brick, set of 5 or less	125.00
10.04	Efflorescence (ASTM C 67), brick, set of 5 or less	140.00
10.05	Modulus of Rupture (ASTM C 67), brick set of 5 or less	100.00

Floor Flatness (F_F)/ Levelness (F_L)

11.00	Floor Flatness/ Floor Levelness Testing, Type II – FACE® Model 2272 Dipstick Floor Profiler, per trip	900.00
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Concrete Moisture Vapor Emission Rate

12.00	Moisture Vapor Emission Rate Test Kit (ASTM F 1869), each	65.00
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Relative Humidity in Concrete

13.00	Determining Relative Humidity in Concrete Floor Slabs using in situ Probes (ASTM F2170), each	175.00
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Leak Testing

14.00	Curtain Walls, Exterior Windows, Skylights and Doors (ASTM E 1105)	By Quote
14.01	Field Measurement of Air Leakage through Installed Exterior Windows and Doors (ASTM E-783)	By Quote
14.02	Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems (AAMA 501.2-03)	By Quote

Notes:

1. The lump sum rate associated with collecting concrete cylinders, beams, grout specimens or mortar cubes from the site on the day following the casting will be \$50 within the Bryan/College Station area if no other testing is performed on the collection date and a dedicated trip to the project site is required. If a collection has to be made outside the Bryan/College area, additional labor and/or mileage charges will be required and will be billed on a portal-to-portal basis from our office.
2. A minimum of \$75 will be charged for observation time, retrieval of test data, and reporting of test data for testing projects less than \$500.
3. Rush testing assignments requiring shorter than normal testing turnaround time or requiring labor overtime will be subject to a surcharge (to be negotiated).
4. All labor charges are billed on a portal-to-portal basis from our office, with a minimum charge of 2 hours.
5. Engineering consultation and evaluation in connection with any laboratory testing or field inspection services will be charged at the indicated rate.
6. A minimum charge of 4 hours will be incurred for all inspections performed by Certified Welding Inspectors.
7. An overtime rate of 1.5 times the regular hourly rate will be charged for services conducted in the field before 7:00 a.m., after 6:00 p.m., over eight (8) hours per day and/or on Saturday, Sunday or Holidays.
8. Client shall provide an approved concrete cylinder curing box on site and shall make curing box available for all concrete pours. Concrete cylinder curing box will be placed in a secure area on site accessible by CME personnel.
9. All reports generated by CME related to construction materials testing that are required to be reviewed by a licensed and registered Professional Engineer shall incur an additional charge of \$15 per report. If requested, a signed and sealed summary letter of completion for the project will be provided by a licensed and registered Professional Engineer for an additional \$150.

CME TESTING AND ENGINEERING, INC.

**PROPOSAL ACCEPTANCE SHEET FOR UNIT WORK EFFORT IN CONNECTION WITH
GEOTECHNICAL SUBSURFACE EXPLORATION AND LABORATORY TESTING &
CONSTRUCTION MATERIALS TESTING**

(SEE ATTACHMENT A FOR UNIT WORK COSTS AND EXPENSES)

Identification of Services Geotechnical Study & Construction Materials Testing

Project Rock Prairie Rehabilitation – William D. Fitch to College Station City Limits

Project Location College Station; Texas

CLIENT:

Name _____

Street Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Cell Phone Number _____

Attention: _____ Title _____

Email Address _____

FOR INVOICING:

CLIENT: Name _____

Mailing Address _____

City _____ State _____ Zip Code _____

Email Address _____

SPECIAL INSTRUCTIONS: _____

REPORT DISTRIBUTION:

Name _____ Company _____

Email Address _____

Name _____ Company _____

Email Address _____

Name _____ Company _____

Email Address _____

CONSULTANT: Name CME Testing and Engineering, Inc.

Street Address 320 Graham Road

City College Station State Texas Zip Code 77845

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal, including the terms on this page and the reverse hereof are:

Accepted this _____ day of _____, 2025.

Print or type individual, firm or corporate body name

Signature of authorized representative

Print or type name of authorized representative and title

Attachment E

Eddie Hare Accessibility Specialist Standard Services and Fees

EDDIE HARE-ACCESSIBILITY SPECIALIST
TDLR/TAS Registered Accessibility Specialist #0008
5855 Foster Road * Bryan, Texas 77807
ehare@eddiehare.com
(979) 775-6850 office * (979) 820-0149 cell

REVISED

September 2024

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

- I. Any project with an estimated cost of \$50,000.00 or more is required to be registered, reviewed, and inspected to ensure compliance with the Architectural Barrier Free Act.
Texas Department of Licensing and Regulation under the authority of Texas Government Code, Chapter 469.
- II. A complete submittal consists of the following:
 - a. Complete set of construction documents (Architectural/Civils/Mechanical/Specifications), all in electronic pdf content, less than 30mb per submittal.
 - b. A check made out to EDDIE HARE-ACCESSIBILITY SPECIALIST (see the fee schedule below) ** or use the credit card payment option. (Ask for a credit card authorization form).
 - c. Please submit project registration or the completed registration form for us to register for you, owners designated form and proof of submission, see the TDLR website to download or email us for the forms needed for your project.
 - d. Forms and copies of the TAS Standards and/or Administrated Rules can be downloaded from the TDLR web site @ <https://www.tdlr.texas.gov>

III. Fee schedule is as follows:

Cost of Project	Registration fee	Plan Review	Inspection (100 total miles included)
\$50,000.00-199,999.00	\$225.00	\$400.00	\$400.00
\$200,000.00-499,999.00	\$225.00	\$450.00	\$450.00
\$500,000.00-999,999.00	\$225.00	\$500.00	\$500.00
\$1,000,000.00-4,999,999.00	\$225.00	\$600.00	\$600.00
\$5,000,000.00-9,999,999.00	\$225.00	\$650.00	\$650.00
\$10,000,000.00-14,999,999.00	\$225.00	\$750.00	\$750.00
\$15,000,000.00-24,999,999.00	\$225.00	\$850.00	\$850.00
Over \$25,000,000.00	\$225.00	\$950.00	\$950.00

(the registration fee is not refundable)

Inspection service fees include a 50-mile radius of the Bryan/College Station area in excess of the 100-mile round trip is per quote. Upon request, re-inspection of a Disapproved project is \$175.00 an hour-2-hours min., plus expenses. Preliminary Plan Review or an Accessibility Survey or a Plan Revision Review is also \$175.00 an hour-2-hour min., plus expenses and/or travel.

If urgent attention is needed, please call my mobile# 979-820-0149. You may reach us via e-mail at: ehare@eddiehare.com or jhare@eddiehare.com

THE TEXAS DEPARTMENT OF LICENSING AND REGULATION CAN BE REACHED AT THE FOLLOWING:
P.O. Box 12157 Austin, Texas 78711 or 512-463-6599 * 800-803-9202 or at the TDLR Web-site
<https://www.tdlr.texas.gov> or email techinfo@tdlr.texas.gov

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

EXHIBIT B
PAYMENT TERMS

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

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

Schedule of Payment for each phase:

Attached in Exhibit "A"...

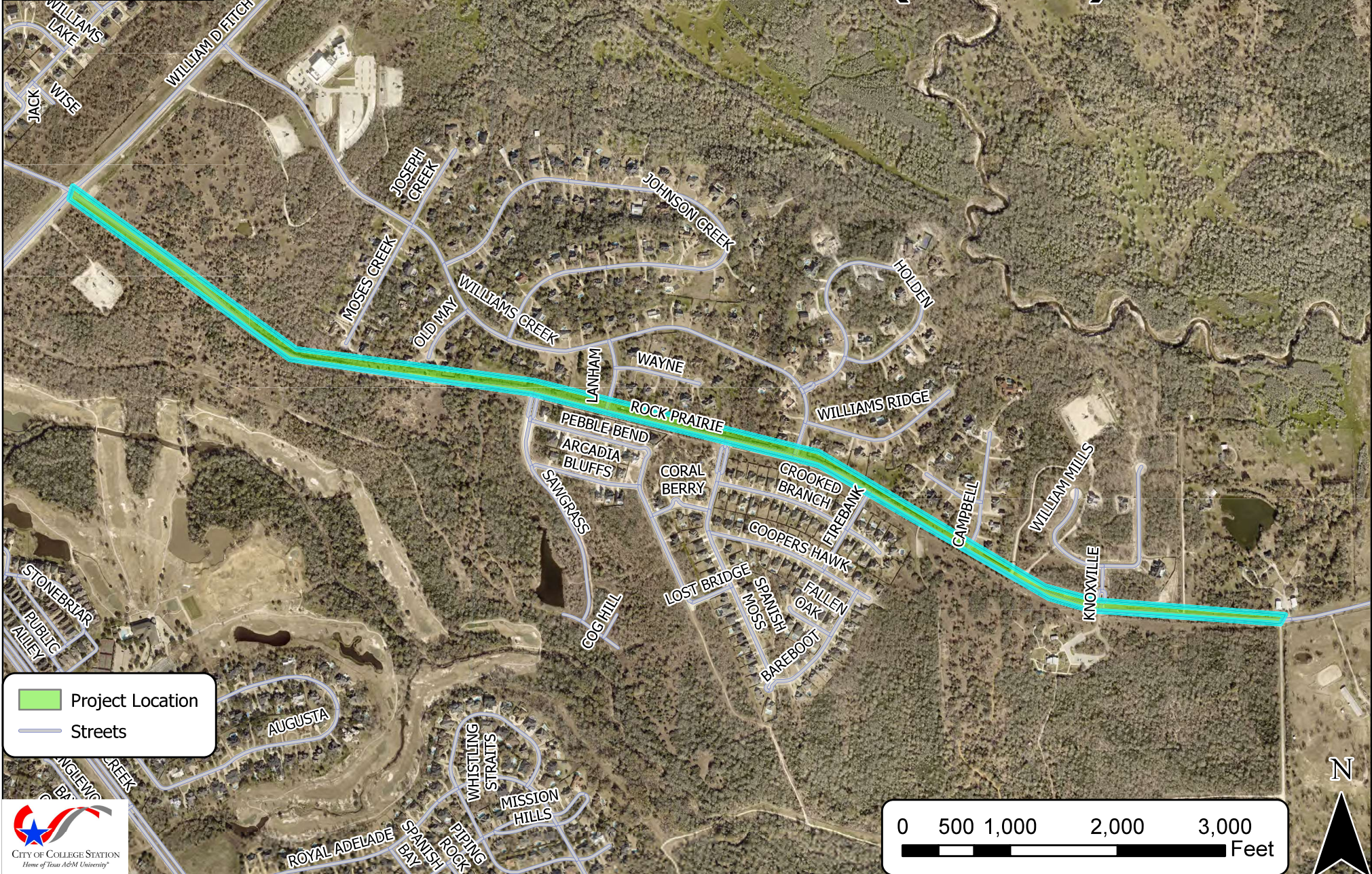
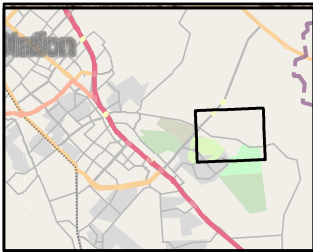


RFQ NO. 25-092
Rock Prairie Rehab - William D. Fitch to City Limits

LIST OF RESPONDENTS

- **Arceneaux Wilson & Associates**
- **Ardurra Group**
- **Colliers Engineering & Design**
- **Binkley Barfield, Inc. | DCCM, LLC**
- **Goodwin-Lasiter-Strong**
- **H2B, Inc**
- **Kimley-Horn and Associates**
- **Mitchell & Morgan, LLP**

Rock Prairie Road Rehab William D. Fitch to City Limits (ST2400)



 Project Location

 Streets

