

March 26, 2026

Item No. 9.1.

Wells 10,11,12 CMAR Contract Amendment No. 4

Sponsor: Jennifer Cain, Director Capital Projects, Casey Rhodes

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an amendment to a Construction Manager at Risk (CMAR) Contract with Garney Construction, Inc. accepting the Guaranteed Maximum Price (GMP) of \$27,886,767.07 for the drilling of 3 production wells, mechanical piping, and well collection lines as part of the Wells 10, 11 and 12 Project, plus the City's contingency in the amount of \$697,169.18 for a total appropriation of \$28,583,936.25 and approval of a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Relationship to Strategic Goals:

Cores Services & Infrastructure

Recommendation(s): Staff recommends approval of the amendment and approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: This amendment to the current construction manager at risk contract with Garney Construction includes the drilling of 3 production wells, mechanical piping, and well collection lines.

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

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

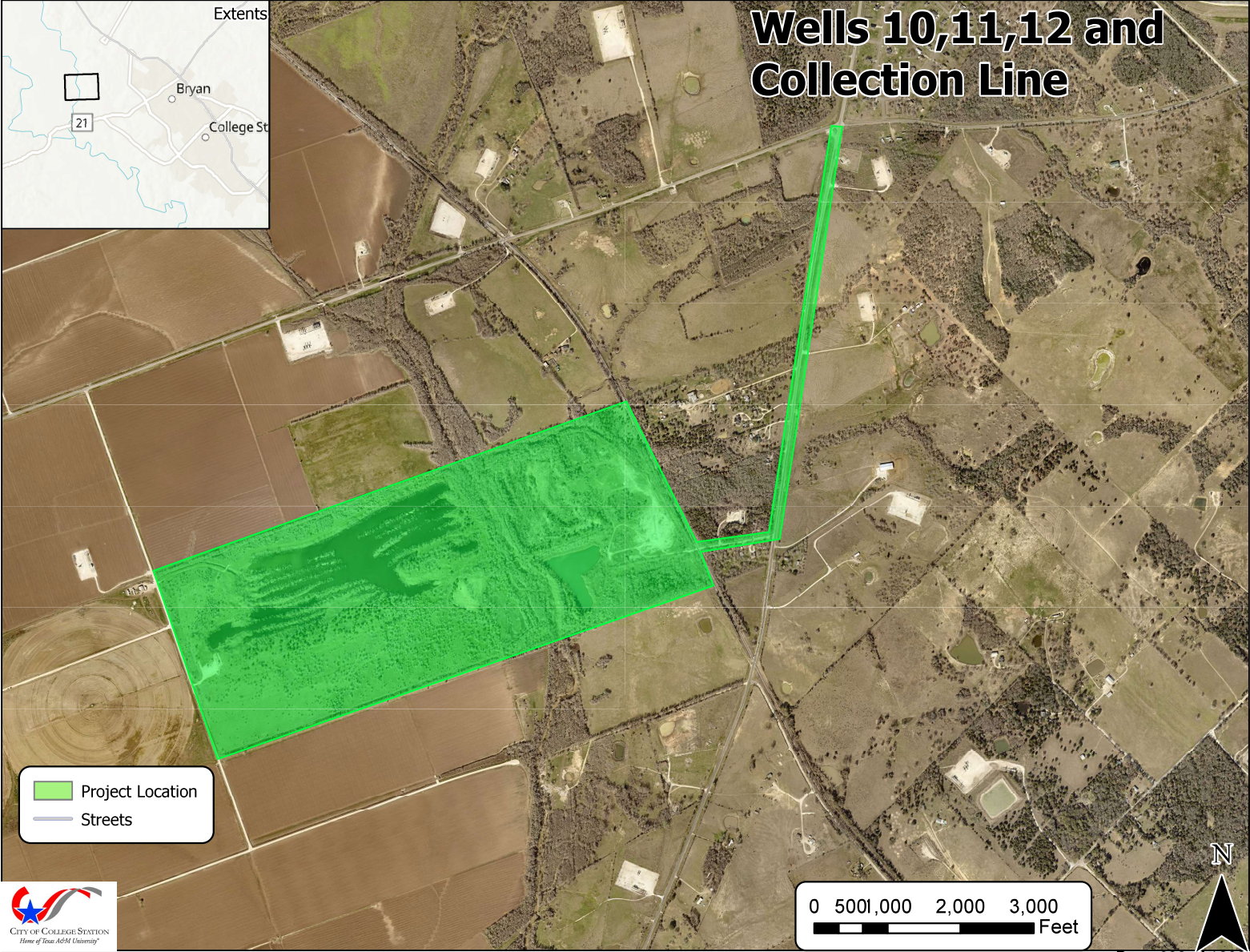
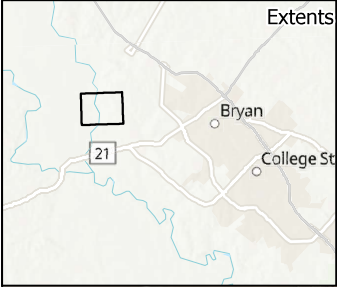
Budget & Financial Summary: A budget of \$70,489,000 is available in the Water Capital Improvement Projects Fund. A total of \$25,397,120 has been expended or encumbered to date, leaving a balance of \$45,091,880 for this CMAR Contract and any remaining project expenses.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because all of the long term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

Attachments:

1. Wells 10,11,12 and Collection Line Location Map
2. 253000059 GMP4_Vendor Signed_CC 03262026
3. New Wells and Collection Line DRR

Wells 10,11,12 and Collection Line





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

CONTRACT & AGREEMENT ROUTING FORM

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

Project Name / Contract Description: Amendment to Garney contract for construction services.

Name of Contractor: Garney Companies, Inc

CONTRACT TOTAL VALUE: \$ 27,886,767.07 **Grant Funded** Yes No
If yes, what is the grant number:

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

NEW CONTRACT **RENEWAL #** _____ **CHANGE ORDER #** 3 **OTHER** _____

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

A budget of \$70,489,000 is available in the Water Capital Improvement Projects Fund. A total of \$25,397,120 has been expended or committed to date, leaving a balance of \$45,091,880 for this CMAR Contract and any remaining project expenses. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because all of the long term debt projected to be issued for this project has not yet issued. The debt for the project is scheduled to be issued at a later date.

CRC Approval Date*: n/a *(If required)** **Council Approval Date*:** 3.26.26 **Agenda Item No*:** _____

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

Insurance Certificates: n/a **Performance Bond:** BW **Payment Bond:** BW **Info Tech:** n/a

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

n/a

MAYOR (if applicable) DATE

n/a

CITY SECRETARY (if applicable) DATE

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

**GUARANTEED MAXIMUM PRICE AMENDMENT NO. 4
TO THE STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONSTRUCTION MANAGER AT RISK**

This Guaranteed Maximum Price Amendment No. 4 to the Standard Form of Agreement Between City and Construction Manager At Risk (“Amendment No. 4” or “GMP No. 4”) is entered into by and between the City of College Station, Texas (“City” or “Owner”) and Garney Companies, Inc., (“Construction Manager”) for the construction of the following City Project: New Water Wells 10, 11, 12, Access Roads and Pipelines (the “Project”). This Amendment No. 4 amends the one certain Standard Form of Agreement Between the City and Construction Manager At Risk (the “Agreement”) entered into by and between the City of College Station, Texas and Construction Manager, dated October 25, 2024 (Contract No. 25300059), as further amended by Amendment No. 1, dated May 25, 2025, Amendment No. 2, dated June 27, 2025, and Amendment No. 3, dated September 12, 2025, and said Amendment No. 4 further establishes a Guaranteed Maximum Price (“GMP”) for the construction of the following parts of the Project:

1. Bid Package 3.00 – Permanent Well Construction for Wells 10, 11, and 12, and Well Collection and Transmission Pipeline Installation Procurement
 - a. SOV 3.01 – Permanent Well Construction (Wells 10, 11, and 12)
 - b. SOV 3.02 – Well Collection and Transmission Pipeline Installation

RECITALS

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

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

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

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

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

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

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

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

1. **Acknowledgments**. The Construction Manager acknowledges that this Amendment No. 4 does modify the original Project scope, budget, and time for completion set forth in the Agreement.

2. **Amendment is Cumulative.** The Construction Manager acknowledges that this Amendment No. 4 is cumulative and includes the costs for the payment bond, performance bond, any applicable bond riders, insurance, general and administrative costs.
3. **GMP Proposal.** City hereby accepts the Construction Manager’s detailed GMP Proposal for GMP Amendment No. 4 submitted by Construction Manager, dated March 6, 2026, a true and complete copy of which is attached hereto and incorporated herein by reference, marked as: Exhibit “A” and sub-Exhibits A-1 through A-8.
4. **Cost of Work for GMP No. 4.** Construction Manager’s GMP for the Cost of the Work for this GMP No. 4 is: **Twenty-Three Million Eight Hundred Thirty-Four Thousand Eight Hundred Forty-Three and 65/100 Dollars (\$23,834,843.65)**, subject to additions and deductions by Change Order as provided in the Contract Documents as agreed by City and Construction Manager. GMP No. 4 is an amount that the Cost of the Work shall not exceed and is based on and detailed in the attached Exhibit “A” and sub-Exhibits A-1 through A-8.
5. **CMAR General Conditions for GMP No. 4.** The Construction Manager’s General Conditions for GMP No. 4 are stipulated at **8%** of the Cost of the Work. The sum of the General Conditions for GMP No. 4 is: **One Million Nine Hundred Six Thousand Seven Hundred Eighty-Seven and 49/100 Dollars (\$1,906,787.49).**
6. **CMAR Construction Services Fee for GMP No. 4.** The Construction Manager’s Fee (Construction Services Fee) for the Construction of the Work in GMP No. 4 is hereby established in the sum of: **Two Million One Hundred Forty-Five Thousand One Hundred Thirty-Five and 93/100 Dollars (\$2,145,135.93)**, based on the product of **9%** multiplied by the Cost of the Work.
7. **Total GMP No. 4 Amount.** The total amount for GMP No. 4 is: **Twenty-Seven Million Eight Hundred Eighty-Six Thousand Seven Hundred Sixty-Seven and 07/100 Dollars (\$27,886,767.07).**
8. **All Costs Included in CMAR Fee.** All costs and expenses for those General Conditions, identified by the Construction Manager in its response to the RFP, as well as all overhead expenses and Cost of the Work for the construction are included in the above GMP totals. The Construction Manager acknowledges and agrees that City shall have no liability for any General Condition expenses beyond payment of the above noted amount, and Construction Manager agrees that it shall not be entitled to receive any additional compensation from City for the General Conditions beyond this amount unless expressly adjusted by a Change Order authorized in writing by the City.
9. **Agreement Terms and Conflict.** Except as modified herein, the terms and conditions of the Agreement, as amended, remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, as amended, City and Construction Manager agree that the terms of this Amendment shall take precedence.

Signature Page Immediately Follows

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

GARNEY COMPANIES, INC.

CITY OF COLLEGE STATION

By: Matt Foster

By: _____

Printed Name: Matt Foster

City Manager

Date: _____

Title: President

Date 3/19/2026

APPROVED:

City Attorney

Date: _____

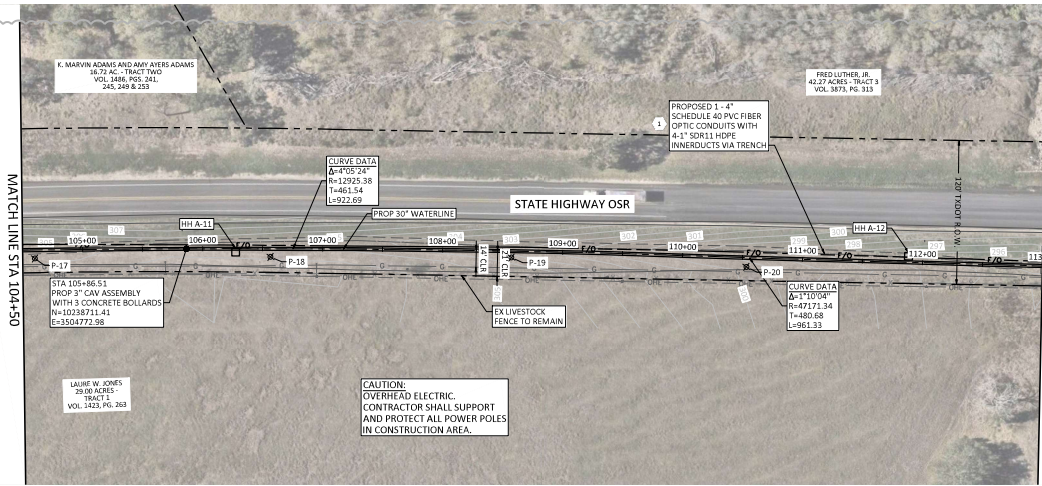
Assistant City Manager/CFO

Date: _____

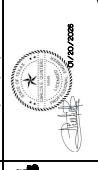
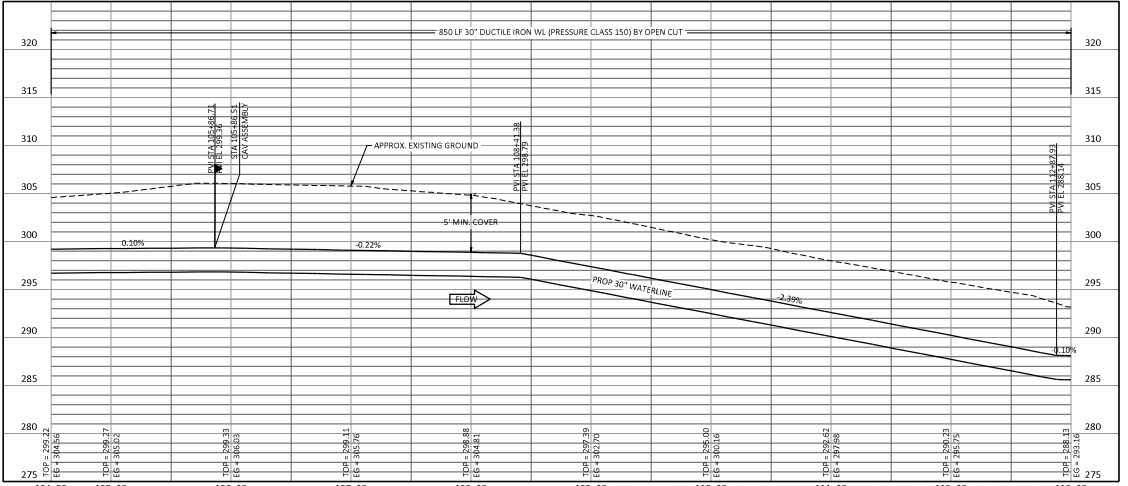
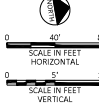
List of Exhibits:

Exhibit "A" – Construction Manager’s GMP No. 4 Proposal

- Exhibit "A-1" – GMP No. 4 – Submittal Letter, Executive Summary, & Supporting Documents
- Exhibit "A-2" – GMP No. 4 – Cost Summary
- Exhibit "A-3" – GMP No. 4 – Plans
- Exhibit "A-4(a)" – GMP No. 4 – Bid Packages and Addendum No. 1
- Exhibit "A-4(b)" – GMP No. 4 – Bid Packages and Addendum No. 2
- Exhibit "A-4(c)" – GMP No. 4 – Bid Packages and Addendum No. 3
- Exhibit "A-5" – GMP No. 4 – Assumptions and Exclusions
- Exhibit "A-6" – GMP No. 4 – Production Well Construction (Wells 10, 11, 12) (SOV 3.01)
- Exhibit "A-7" – GMP No. 4 – Well Piping and Transmission Pipeline Installation (SOV 3.02)
- Exhibit "A-8" – GMP No. 4 – Bond Rider(s) for Payment and Performance Bonds GMP No. 4



- NOTES:**
1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
 2. CONTRACTOR TO COORDINATE WITH FRONTIER CABLE TO LOCATE AND REPLACE BURIED WIRE CABLE AS REQUIRED.
 3. APPENDIX D OF THE PROJECT SPECIFICATIONS CONTAINS THE "TEST HOLE REPORT - WELLS 10-12". THIS REPORT PROVIDES ADDITIONAL INFORMATION REGARDING THE LOCATION OF EXISTING UTILITIES.
 4. NOTES BY SYMBOL: (Symbol: triangle with exclamation mark)
 5. "FIBER-W11", "FIBER-W12", AND "FIBER-W10" ARE STRAND SINGLEMODE FIBER OPTIC CABLE.



THOMAS & ASSOCIATES, INC.
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 Web: www.thomasinc.com

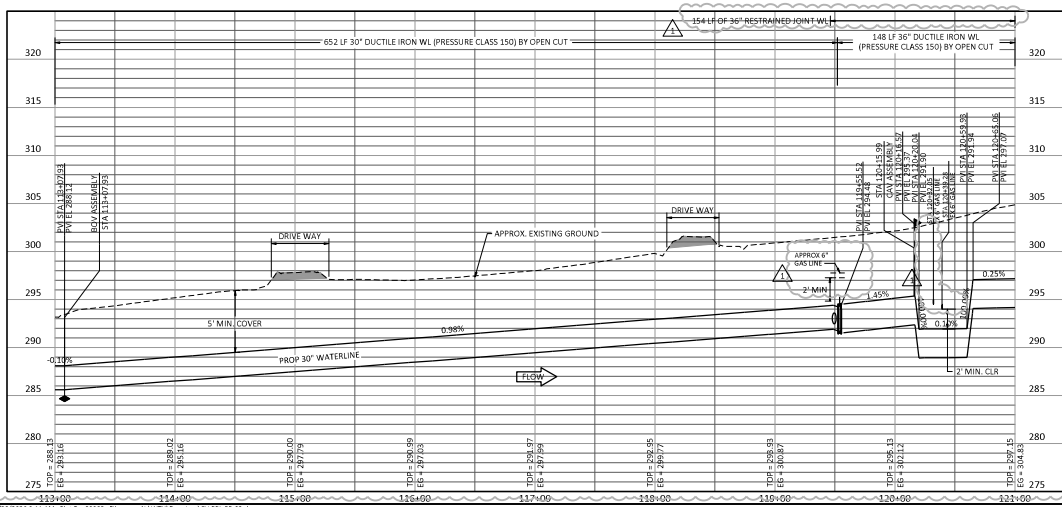
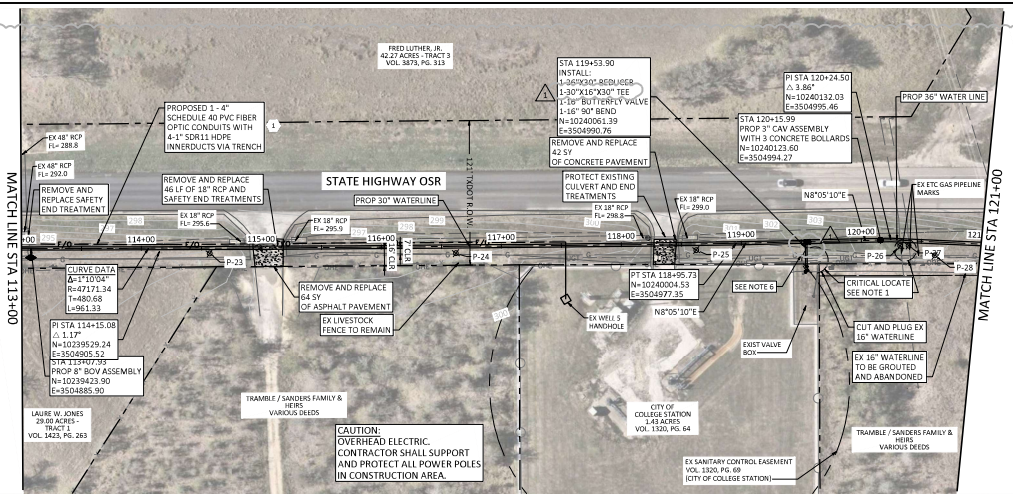
CITY OF COLLEGE STATION, TEXAS
WELLS 10, 11, 12 AND COLLECTION LINE
 CIVIL
PLAN AND PROFILE STA 104+50 TO STA 113+00

| NO. | DATE | BY | CHKD BY | REV | DESCRIPTION |
|-----|------------|-----|---------|-----|-------------------|
| 1 | 11/20/2025 | DMH | ELI | 1 | ISSUED FOR PERMIT |
| 2 | 11/20/2025 | DMH | ELI | 2 | REVISED |
| 3 | 11/20/2025 | DMH | ELI | 3 | REVISED |
| 4 | 11/20/2025 | DMH | ELI | 4 | REVISED |
| 5 | 11/20/2025 | DMH | ELI | 5 | REVISED |
| 6 | 11/20/2025 | DMH | ELI | 6 | REVISED |
| 7 | 11/20/2025 | DMH | ELI | 7 | REVISED |
| 8 | 11/20/2025 | DMH | ELI | 8 | REVISED |
| 9 | 11/20/2025 | DMH | ELI | 9 | REVISED |
| 10 | 11/20/2025 | DMH | ELI | 10 | REVISED |

DATE: 11/20/2025
 TIME: 10:00 AM
 PROJECT: WELLS 10, 11, 12 AND COLLECTION LINE
 DRAWN BY: DMH
 CHECKED BY: ELI
 SCALE: AS SHOWN
 SHEET NO.: 56
 TOTAL SHEETS: 56

Auto Plot: 25.11x18.87x1.00.ctb
 User: dmh
 Plot Date: 11/20/2025 9:59 AM
 Plot By: 08869

Auto Plot: 25.14x10.00 (inches)
 Plot Date: 1/20/2025 9:11 AM Plot By: 08869 Filename: N:\V\Drawings\100-995-PP-23.dwg



- NOTES:**
- CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
 - PROTECT EXISTING WATER WELL, FENCINGS, KEYPAD AND BOLLARDS.
 - CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AT ALL TIMES. CONTRACTOR SHALL COORDINATE CONSTRUCTION PHASING WITH PROPERTY OWNER AND PLACE TRAFFIC CONTROL DEVICES TO PROTECT WORK ZONE AS REQUIRED.
 - CONTRACTOR SHALL NOTIFY HOMEOWNER AT LEAST 1 WEEK IN ADVANCE BEFORE PERFORMING CONSTRUCTION ACTIVITIES ON DRIVEWAY.
 - CONTRACTOR TO PROVIDE TWO FOOT MINIMUM CLEARANCE BETWEEN PROPOSED PIPELINE AND EXISTING UTILITIES.
 - 6-INCH GAS LINE PARALLELING PROPOSED 8-INCH WL WILL BE ABOVE PROPOSED 18-INCH STUB OUT. APPROXIMATE ELEVATION OF GAS LINE IS SHOWN IN PROFILE. CONTRACTOR TO FOLLOW NOTES 1 AND 5 OF THIS SHEET TO PROPERLY LOCATED AND SUPPORT GAS LINE PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO COORDINATE WITH FRONTIER CABLE TO LOCATE AND REPLACE BURIED WIRE CABLE AS REQUIRED.
 - APPENDIX D OF THE PROJECT SPECIFICATIONS CONTAINS THE "TEST-HOLE REPORT - WELLS 10-12". THIS REPORT PROVIDES ADDITIONAL INFORMATION REGARDING THE LOCATION OF EXISTING UTILITIES.
- NOTES BY SYMBOL: "X"**
- "FIBER-W11", "FIBER-W12", AND "FIBER-W10" 48 STRAND SINGLEMODE FIBER OPTIC CABLE.

CITY OF COLLEGE STATION, TEXAS

WELLS 10, 11, 12 AND COLLECTION LINE

PLAN AND PROFILE STA 113+00 TO STA 121+00

CIVIL

| NO. | DATE | BY | CHKD | APP'D | DESCRIPTION |
|-----|------------|---------|---------|-------|-------------------|
| 1 | 11/20/2024 | COLLINS | COLLINS | | ISSUED FOR PERMIT |
| 2 | 12/20/2024 | COLLINS | COLLINS | | REVISED |
| 3 | 1/20/2025 | COLLINS | COLLINS | | REVISED |

C-46
 57

Exhibit "A"

The project to be financed that are the subject of this Statement is:

Wells Nos 10, 11, and 12 and Collection Line (\$70,489,000)

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