



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, FEBRUARY 16, 2023 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Leah Cook**
- 3. Citizens Comments**

CONSENT AGENDA

4. Statutory Consent Agenda

The Statutory Consent Agenda includes non-controversial and routine items that Council may act on with one single vote. A councilmember may pull any item from the Consent Agenda in order that the Council discuss and act upon it individually as part of the Regular Agenda.

- 4-a. Approve Ordinance No. O-23-006 on Its Second Reading Authorizing the Placement of a Stop Sign on Marjorie Street at Its Intersection with Atlow Drive**
- 4-b. Approve a Contract Between the City of Brenham and the Lower Colorado River Authority (LCRA), in the Amount of \$147,008.06, for Tree Trimming Services to be Provided by McCoy Tree Surgery, Inc. and Authorize the Mayor to Execute Any Necessary Documentation**
- 4-c. Approve the Purchase of a F-750 Ford Chipper Truck for the City of Brenham's Electric Department from Altec Industries, Inc. Through Sourcewell Contract No. 110421-ALT, in the Amount of \$121,305.00, and Authorize the Mayor to Execute Any Necessary Documentation**

- 4-d. Approve an Equipment Financing Proposal from the Bank of Brenham with a Five-Year Note and an Interest Rate of 4.95 Percent, for the Purchase of a Ford F-750 Chipper Truck for the City of Brenham Electric Department in the Amount of \$121,305.00, and Authorize the Mayor to Execute Any Necessary Documentation**
- 4-e. Approve a Ground-Space Lease Agreement Between the City of Brenham and Matt Ryan Riefkohl for Hangar Space at the Brenham Municipal Airport (3311 Aviation Way) and Authorize the Mayor to Execute Any Necessary Documentation**

REGULAR SESSION

- 5. Discuss and Possibly Act Upon Resolution No. R-23-008 Providing for Support of Brenham Junction, LP's Submission of an Application to the Texas Department of Housing and Community Affairs Requesting 2023 Competitive Low Income Housing Tax Credit Program Funds for the Brenham Junction Development in Brenham, Washington County, Texas**
- 6. Discuss and Possibly Act Upon Award of Bid for Project No. 2022-05 Related to the Brenham Family Park Main Creek Crossing and Authorize the Mayor to Execute Any Necessary Documentation**
- 7. Discuss and Possibly Act Upon Final Payment to Carlson McClain for Project No. 2021-04 Related to the 2022 Henderson Park Pedestrian Bridges and Authorize the Mayor to Execute Any Necessary Documentation**
- 8. Discuss and Possibly Act Upon Award of Bid for Project No. 2021-06-A Related to the 2022 Sanitary Sewer Improvements - Stone Hollow Lift Station Replacement and Authorize the Mayor to Execute Any Necessary Documentation**
- 9. Discuss and Possibly Act Upon Award of Bid for Project No. 2021-06-B Related to the 2022 Sanitary Sewer Improvements - Stone Hollow Force Main and Ralston Creek Gravity Sewer Crossing and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and McCord Engineering, Inc. Related to the 2023 Lower Colorado River Authority (LCRA) Load Shedding Upgrade and Authorize the Mayor to Execute Any Necessary Documentation**
- 11. Discuss and Possibly Act Upon a License Agreement between the City of Brenham and Brenham Market Square, LP Related to the Construction of a Multi-Tenant Pylon Ground Sign and Authorize the Mayor to Execute Any Necessary Documentation**

12. Administrative/Elected Officials Report

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or salutory recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

EXECUTIVE SESSION

13. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**
14. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Management Agency, and Associated Matters**

RE-OPEN REGULAR SESSION

Adjourn

Executive Sessions: The City Council for the City of Brenham reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, including but not limited to §551.071 - Consultation with Attorney, §551.072 - Real Property, §551.073 - Prospective Gifts, §551.074 - Personnel Matters, §551.076 - Security Devices, §551.086 - Utility Competitive Matters, and §551.087 - Economic Development Negotiation

CERTIFICATION

I certify that a copy of the February 16, 2023 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday the 13th day of February, 2023 at 12:50 p.m..

Jeana Bellinger, TRMC, CMC

City Secretary

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours before the meeting) by calling (979) 337-7567 for assistance.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2023 at _____ AM PM.

Signature

Title

ORDINANCE NO. O-23-006

AN ORDINANCE REQUIRING THE PLACING OF CERTAIN STOP SIGN IN THE CITY OF BRENHAM, TEXAS, SETTING THE LOCATION OF SAID STOP SIGN, REGULATING THE TRAFFIC AT SAID STOP SIGN, AND PROVIDING FOR PENALTY FOR VIOLATION THEREOF.

WHEREAS, it is necessary to provide stop signs at certain locations in the City of Brenham to prevent accidents, collisions and damages; to promote the flow of traffic along and into such streets; and to regulate the same:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS:

Section 1. That there shall be established and installed one (1) stop sign on Marjorie Steet regulating north and south bound vehicular traffic, at its intersection with Atlow Dr.

The stop sign shall be erected at the top of a standard pole, installed in the ground on the right-hand side of the street identified herein.

Section 2. That every person, firm or corporation, operating a motor vehicle or other vehicle of any kind, in, on, along and into the street or street intersection designated in Section 1 hereof, upon reaching a stop sign at the location so designated, shall bring said vehicle to a full and complete stop in compliance with the provisions of applicable state law, before proceeding further along said street or into or on said street intersection.

Section 3. That any person, firm or corporation, violating Section 2 hereof, shall be fined a sum of not less than \$1.00 and not more than \$200.00, plus applicable court costs.

Section 4. This Ordinance shall take full force and effect from and after its passage, approval and publication as required by applicable law.

PASSED and APPROVED on its first reading this the 2nd day of February, 2023.

PASSED and APPROVED on its second reading this the 16th day of February, 2023.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary





Regular City Council
AGENDA ITEM 4-B.

Agenda Item: Approve a Contract Between the City of Brenham and the Lower Colorado River Authority (LCRA), in the Amount of \$147,008.06, for Tree Trimming Services to be Provided by McCoy Tree Surgery, Inc. and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 16, 2023

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

Each year the City of Brenham contracts with LCRA for our annual tree trimming services. This contract is executed through our Technical Services Agreement between LCRA and the City of Brenham dated January 18, 1980. This agreement allows the City to use services or programs that LCRA has available. McCoy Tree Surgery, Inc. will perform the work in accordance with the terms and specifications between LCRA and the Contractor.

The contract is for \$147,008.06 and was budgeted in the 2022-2023 budget process at \$148,000.00

ATTACHMENTS:

(1) Customer Services Contract

RECOMMENDED ACTION:

Approve a contract between the City of Brenham and the Lower Colorado River Authority (LCRA) in the amount of \$147,008.06 for tree trimming services to be provided by McCoy Tree Surgery, Inc. and authorize the Mayor to execute any necessary documentation.

**CUSTOMER
SERVICES CONTRACT**

CUSTOMER: City of Brenham
P.O. Box 1059
Brenham, TX 77834
Attn: Alton Sommerfield

DATE SUBMITTED: January 31, 2023

SCOPE OF SERVICES:

JOB NUMBER:

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy"). The City will specify which lines McCoy is to clear prior to the start of work.

Per hour rates will depend on individual classification of each employee. (See attached rate schedule). McCoy will bill Customer directly, on a weekly basis, and Customer will pay invoices directly to McCoy in accordance with the terms and conditions of the Agreement.

Scope of Tree Trimming:	Estimated at 8.9 crew-week of trimming
Estimated Services Value:	\$ 140,007.68 per year (direct charge from McCoy)
Total Amount of Services (includes LCRA Fee):	\$ 147,008.06 Estimate

See Attached Terms and Conditions.

SCHEDULE:

Customer and McCoy will determine a mutually acceptable time for the start of services. Services have a target start of May 1, 2023, with a 8.9 week completion.

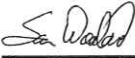
CONTRACT PRICE:

LCRA Administration Fee: \$ 1,573.12
The Administration Fee will be added to the Customer's monthly power bill upon execution of contract.
(or invoiced direct as applicable).

City of Brenham

By: _____
Title: _____
Date: _____

Lower Colorado River Authority

By: 
Sam Woolard
Title: VP, Trans Const & Maintenance
Date: Feb 1, 2023

OFFICE USE ONLY

Accounting: _____

Approved By: _____
Completion Date: _____

Personnel Level	Rates	1	2023 Rate
Supervisor/General Foreperson	\$61.46	1 \$	61.46
Foreperson	\$47.95	1 \$	47.95
Trimmer	\$41.40	1 \$	41.40

Equipment

Chain Saws (each)	0.92	1 \$	0.92
Bucket Truck with Chip bed	18.07	1 \$	18.07
Chipper	6.92	1 \$	6.92
GF PickUp	14.82	1 \$	14.82

Crew Rate (using Max Rates)

Supervisor/General Foreperson	\$61.46	1 \$	61.46
GF PickUp	\$14.82	1 \$	14.82
Foreperson	\$47.95	2 \$	95.90
Trimmer	\$41.40	4 \$	165.60
Chain Saws (each)	\$ 0.92	6 \$	5.52
Bucket Truck with Chip bed	\$18.07	2 \$	36.14
Chipper	\$ 6.92	2 \$	13.84

Total Hourly Crew Rate		\$	393.28
Total Weekly Crew Rate		\$	15,731.20
Total weeks (estimated)	8.9	\$	140,007.68
Total Trimmers		7	

Includes per diem costs for Lodging and meals

Total (using max rates)	\$	140,007.68	Note: This is the estimated direct
Average/week	\$	15,731.20	charge from McCoy

Actual Charges according to the rate schedule will be billed.

LCRA will bill a fee to cover the cost of scheduling and administering the program
The Administration fee is: \$ 7,000.38

FOR BUDGETING PURPOSES ONLY

Total (LCRA and McCoy)	\$	147,008.06	7 PERSON CREW
Total (LCRA and McCoy) weekly avg.	\$	16,517.76	

TERMS AND CONDITIONS

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy").

LCRA will add a 5% fee to Customer's wholesale power bill to cover administration of this program.

The services under this Customer Services Contract are provided pursuant to the Technical Services Agreement between LCRA and the City, dated January 18, 1980 and under the authority of Chapter 791 of the Texas Government Code, Chapter 271, Subchapter F of the Texas Local Government Code, and in furtherance of LCRA's statutory and constitutional authority to provide electric utility services. The purpose of this Customer Services Contract is to increase the reliability of electric service within Customer's service territory, and to realize savings and efficiencies by cooperatively procuring services.

Customer will purchase services from McCoy under the same terms and conditions and pricing contained in the Agreement. All orders and payments for such purchases will be issued directly from Customer to McCoy, and McCoy will provide the services and associated invoices directly to Customer. LCRA is not a party to, and will in no way be responsible to either Customer or McCoy for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between McCoy and Customer. Customer releases LCRA from any liability associated with Customer's transactions under the Agreement.

Customer represents that (i) all payments made pursuant to this Customer Services Contract will be paid from current revenues and (ii) it has the authority to enter into this Customer Services Contract.





Regular City Council
AGENDA ITEM 4-C.

Agenda Item: Approve the Purchase of a F-750 Ford Chipper Truck for the City of Brenham's Electric Department from Altec Industries, Inc. Through Sourcewell Contract No. 110421-ALT, in the Amount of \$121,305.00, and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 16, 2023

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

During the 2022-2023 budget process Council approved the purchase of a replacement Chipper Truck with a Chipper bed for the Electric Department in the amount of \$156,414.00. The Chipper Truck tows the chipper allowing staff to grind limbs and brush on site after a storm event or maintenance work.

Staff located a Ford F 750 extended cab Truck Chassis with 17.0 cubic yard Chipper Bed at Altec Industries. Altec Industries has this equipment available via Sourcewell, Contract #110421-ALT at a cost of \$117,441.00 and delivery fee of \$3,864.00, for a total cost of \$121,305.00 with a February 2023 delivery. This allows for a savings of \$35,109.00 from the budgeted amount.

ATTACHMENTS:

- (1) Sourcewell Quote
- (2) Picture of Truck

RECOMMENDED ACTION:

Approve the purchase of a F-750 Ford chipper truck for the City of Brenham's Electric Department from Altec Industries, Inc. through Sourcewell Contract No. 110421-ALT, in the amount of \$121,305.00, and authorize the Mayor to execute any necessary documentation.

Quoted for: City of Brenham

Customer Contact:

Phone: / Email:

Quoted by: James Rizer

Phone: / Email:

Altec Account Manager: Keith Kirkconnell

REFERENCE ALTEC MODEL		Sourcewell Price
AF1360	156"L x 96"W x 60"H Chip Dump Body	\$125,784

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1		
2		
3		
4		

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1		
2		
3		
4		
5		
6		
7		
8		

SOURCEWELL OPTIONS TOTAL: \$125,784

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	\$0
2	UNIT & HYDRAULIC ACC	\$0
3	BODY	\$8,708
4	BODY & CHASSIS ACC	\$0
5	ELECTRICAL	\$0
6	FINISHING	\$0
7	CHASSIS	-\$8,568
8	OTHER	-\$8,483

OPEN MARKET OPTIONS TOTAL: -\$8,343

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$117,441

Delivery to Customer: \$3,864

FET:

CA Doc/Admin/Tire Fees:

Estimated Taxes (_ %):

TOTAL FOR UNIT/BODY/CHASSIS: \$121,305

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		
2		
3		

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

DELIVERY: No later than 17 months ARO, FOB Customer Location From Burnsville, N.C

Custom Switches



Street-Side Both Seats



Curb-Side View (Compartments Closed)



Curb-Side Rear Corner View



Street-Side View (Compartments Closed)



Street-Side Front Corner View



Shifter





Regular City Council
AGENDA ITEM 4-D.

Agenda Item: Approve an Equipment Financing Proposal from the Bank of Brenham with a Five-Year Note and an Interest Rate of 4.95 Percent, for the Purchase of a Ford F-750 Chipper Truck for the City of Brenham Electric Department in the Amount of \$121,305.00, and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 16, 2023

Department: Finance

Staff Contact: Stacy Hardy

SUMMARY STATEMENT:

This is a companion item for the financing of the Ford F-750 truck for the City of Brenham Electric Department as presented by Alton Sommerfield. In order to proceed with and fund this purchase, staff obtained three financing proposals (see below) for a five-year note with a principal amount of \$121,305.00 and annual payments beginning in Fiscal Year 2023. Principal and interest payments are factored into the FY23 budget for the Electric Fund. The proposal offering the lowest interest rate is Bank of Brenham at 4.95%. We recommend the approval of the financing proposal with Bank of Brenham.

- Citizens State Bank 7.75%
- Brenham National Bank 5.0%
- Bank of Brenham 4.95%

ATTACHMENTS:

None

RECOMMENDED ACTION:

Approve an equipment financing proposal from the Bank of Brenham with a five-year note and an interest rate of 4.95% for the purchase of a Ford F-750 chipper truck for the City of Brenham Electric Department in the amount of \$121,305.00, and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 4-E.

Agenda Item: Approve a Ground-Space Lease Agreement Between the City of Brenham and Matt Ryan Riefkohl for Hangar Space at the Brenham Municipal Airport (3311 Aviation Way) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 16, 2023

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

Bright Star Aviation, PLLC (Michele Bright) sold their 3,600 square feet (60'x60') box hangar situated at 3311 Aviation Way; therefore, a new ground space lease agreement needs to be executed with the new owner, Matt Ryan Riefkohl. Execution of this new lease agreement will terminate the previous lease agreement Bright Start Aviation, PLLC.

Matt Ryan Riefkohl's total lease space will be 8,800 square feet. The lease agreement is the City's standard ground-space lease for \$0.10 cents per square foot and the lease rate may increase up to \$0.02 per square foot in a five-year period as the prevailing rates change. The standard term for ground spaces leases is 30-years; therefore, if approved, this lease will terminate on February 1, 2053 unless extended or transferred prior to the termination date. The initial annual rental rate will be \$880.

Matt Ryan Riefkohl has provided a certificate of insurance, airplane registration and certificate of airworthiness for his aircraft. Staff recommends approval of the proposed lease agreement.

ATTACHMENTS:

(1) Lease Agreement MRR 3311 Aviation Way

RECOMMENDED ACTION:

Approve a ground-space lease agreement between the City of Brenham and Matt Ryan Riefkohl for hangar space at the Brenham Municipal Airport (3311 Aviation Way) and authorize the Mayor to execute any necessary documentation.

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH MATT RYAN RIEFKOHL

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and MATT RYAN RIEFKOHL, hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing February 2, 2023 and terminating February 1, 2053. The rent for the first year shall be ten (\$.10) cents per square foot per year for 8,800 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, but not for the conduct of business of another Lessee's premises and Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

Lessee is hereby granted the right and privilege to use the leased area for aviation related activities, being those provided by a Corporate Hangar Operator. Lessee shall have the uses and rights to build a private, corporate hangar to house its own privately-owned aircraft, all of which shall be subject to the terms set forth:

Lessee shall not use the premises for any purposes other than those authorized herein, without the prior written consent of City. Specifically, Lessee will not store fuel, nor do any aircraft maintenance on aircraft other than the aircraft owned or contracted by Lessee.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA Chapter 471 or successor statute].

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport
4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section D of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over-the-counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.
3. Sales of alcoholic beverages at the leased premises, except with City approval.
4. Sales, advertisement, or storage of non-aviation products.
5. Storage, transfer, or sale of fuel.
6. Any sublease which allows further sublease by Lessee's tenant
7. Any use prohibited by law.

G. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the lease area at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the lease area.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days' notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased property and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

J. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat, and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment, and improvements; and shall repaint the buildings, as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City, which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for groundskeeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that "as a covenant running with the land" (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive uses, if any, which may occur as a result of Lessee's operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

M. ASSIGNMENT, TRANSFER, AND SUBLETTING.

Lessee shall not sell, assign, sublet, or transfer any rights or privileges granted by this Agreement without the prior written approval of the Lessor. The Lessor shall have the exclusive option to grant or refuse such approval. The parking of an aircraft not owned or leased by Lessee within the Premises shall constitute a sublease. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, for the Lessor to immediately terminate this Agreement.

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.
4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event, he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.
6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of _____, 2023

CITY OF BRENHAM (LESSOR)

Milton Y. Tate, Jr., Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, City Secretary

MATT RYAN RIEFKOHL (LESSEE)



Matt Ryan Riefkohl
551 Piney Creek Road
Bellville, Texas 77418
832-797-3903
mriefkohl@yahoo.com

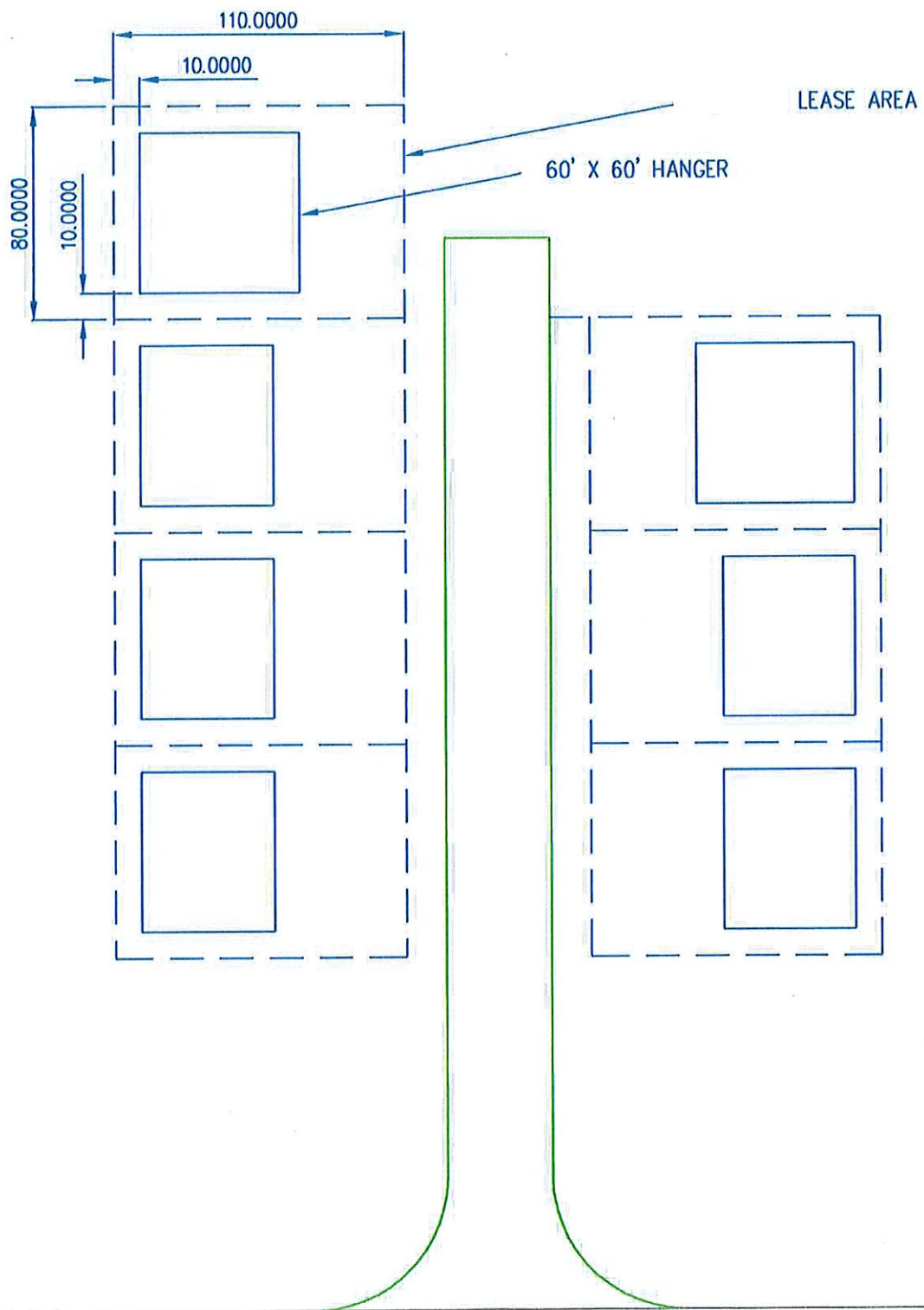


EXHIBIT "A"



Regular City Council
AGENDA ITEM 5.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-008 Providing for Support of Brenham Junction, LP's Submission of an Application to the Texas Department of Housing and Community Affairs Requesting 2023 Competitive Low Income Housing Tax Credit Program Funds for the Brenham Junction Development in Brenham, Washington County, Texas

Meeting Type: Regular Meeting-February 16, 2023

Department: Economic Development

Staff Contact: Susan Cates

SUMMARY STATEMENT:

Brenham Junction, LP is applying to receive a tax credit from the Texas Department of Housing & Community Affairs for building Brenham Junction, a proposed low-income housing development in the City of Brenham. Due to Brenham already having more than twice the state average of Tax Credit Housing per capita, support from City Council is required. The developer is proposing to build 48 units. Fourteen of the units will be market rate, and the remaining 34 units will be income restricted. The proposed location is on the north side of Highway 290 W, near the Brenham Veterinary Hospital.

ATTACHMENTS:

- (1) Resolution No. R-23-008
- (2) Trinity Housing Development Proposal

RECOMMENDED ACTION:

No Staff Recommendation.

RESOLUTION NO. R-23-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS PROVIDING SUPPORT OF TRINITY JUNCTION, LP'S SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR 2023 COMPETITIVE LOW INCOME HOMUSING TAX CREDIT PROGRAM FUNDS FOR BRENHAM JUNCTION DEVELOPMENT IN BRENHAM, WASHINGTON COUNTY, TEXAS

WHEREAS, Brenham Junction, LP has proposed a development for affordable rental housing on Highway 290, west of Westwood Lane, named Brenham Junction in the City of Brenham; and

WHEREAS, there is a need for affordable housing for Brenham citizens of modest means, and

WHEREAS, Brenham Junction, LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2023 Low Income Housing Tax Credit Program funds for Brenham Junction (TDHCA #23182), and

WHEREAS, Brenham Junction will not be an age-restricted development.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brenham, Texas that:

1. That as provided for in 10 TAC §11.3(c), it is expressly acknowledged and confirmed that the City of Brenham has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds and the City supports the applicant's ability to submit an application to TDHCA pursuant to Tex. Gov't Code §2306.6703(a)(4); and
2. That the City of Brenham, acting through its governing body, hereby confirms that it supports the proposed development of Brenham Junction, and authorizes an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4), the City of Brenham will contribute \$250.00 in the form of a fee waiver, should the development receive a housing tax credit allocation; and
3. That for and on behalf of the Governing Body, Mayor Milton Y. Tate, Jr. is hereby authorized, empowered, and directed to certify these resolutions to TDHCA. This formal action has been taken to put on record the opinion expressed by the City of Brenham this 16th day of February 2023.

PASSED AND APPROVED on this 16th day of February 2023.

Hon. Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary



BRENHAM JUNCTION

A PROPOSED MIXED-INCOME COMMUNITY

Trinity Tax-Credit Properties



Brenham Trails at Market Square



Ennis, TX (under construction)

72 units, incl. 24 market rate



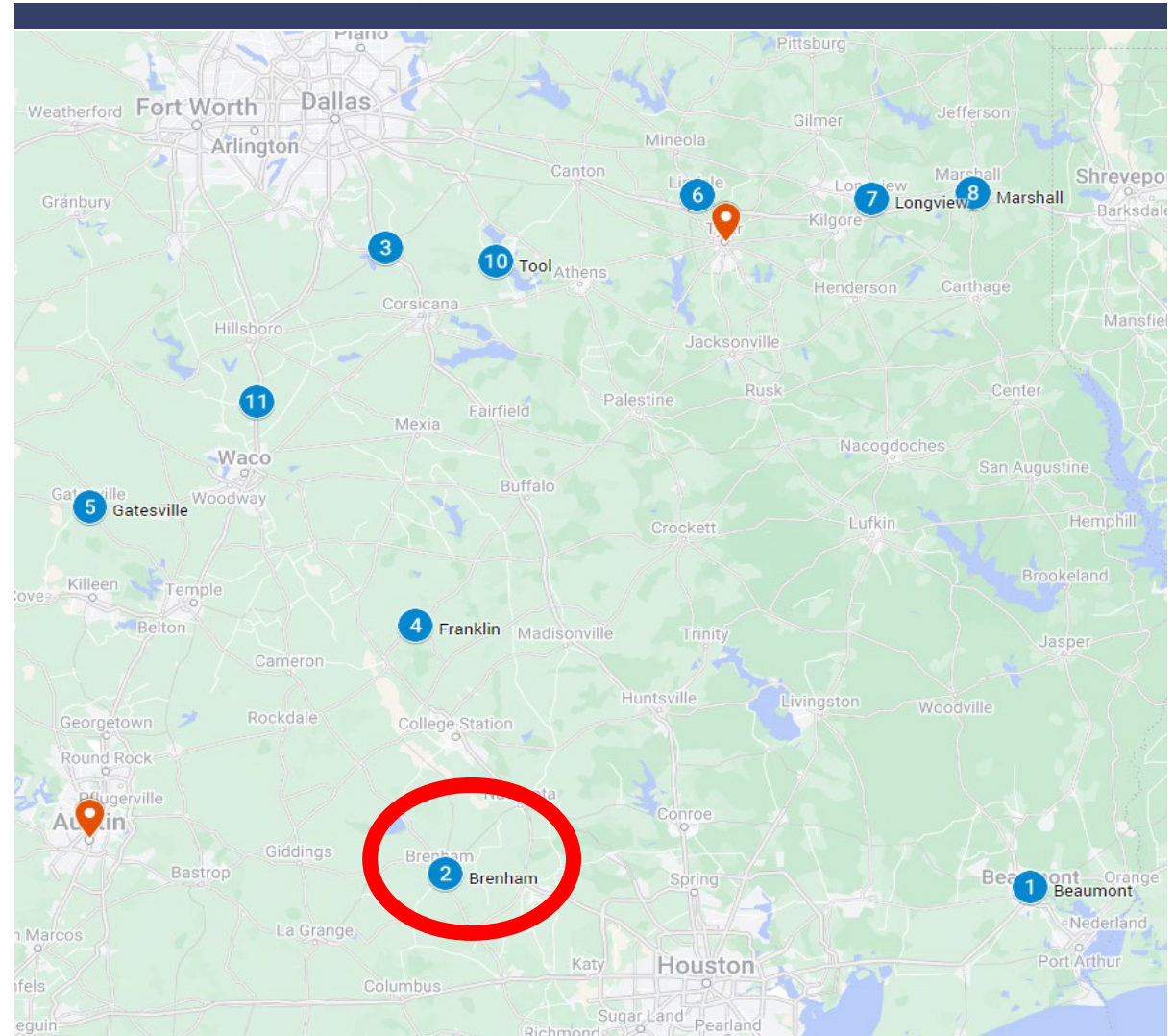




Trinity Developments

1. Beaumont
2. Brenham
3. Ennis
4. Franklin
5. Gatesville
6. Lindale
7. Longview
8. Marshall
9. San Angelo
10. Tool
11. West

Local offices: Austin & Tyler



Affordable Housing Tax Credits

- Funding mechanism that provides equity for residential development
- In exchange for partial project funding, a set number of units within the development are rent and income restricted
 - Properties may contain a mixture of rent/income restricted units and market-rate units
- Credits awarded annually by the Texas Dept. of Housing & Community Affairs in a competitive process
- Tenants subject to criminal background screening & credit checks
- Not public housing or Section 8
- Not a property tax exemption – but may be combined with one
- Resolution of support requested from the City Council
 - Needed in order to apply for the tax credit funding – March 1 deadline



Site Location



Project Specifics

- 48 units
- 1, 2, and 3-bedroom units
- Non-senior property, open to all ages
- Mix of units bound to tax credit rent & income restrictions and market rate units
- Approval of the tax credit resolution of support enables the development of both the restricted and non-restricted units – neither of which would be possible on their own.
- **No property tax abatement requested**

Income & Rent Limits

*Applicable only to the LIHTC units

INCOME LIMITS

AMFI %	Number of Household Members					
	1	2	3	4	5	6
30	\$ 16,470	\$ 18,840	\$ 21,180	\$ 23,520	\$ 25,410	\$ 27,300
40	\$ 21,960	\$ 25,120	\$ 28,240	\$ 31,360	\$ 33,880	\$ 36,400
50	\$ 27,450	\$ 31,400	\$ 35,300	\$ 39,200	\$ 42,350	\$ 45,500
60	\$ 32,940	\$ 37,680	\$ 42,360	\$ 47,040	\$ 50,820	\$ 54,600
80	\$ 43,920	\$ 50,240	\$ 56,480	\$ 62,720	\$ 67,760	\$ 72,800

RENT LIMITS

AMFI %	Number of Bedrooms		
	1	2	3
30	\$441	\$529	\$611
40	\$588	\$706	\$815
50	\$735	\$882	\$1,019
60	\$882	\$1,059	\$1,223
80	\$1,177	\$1,412	\$1,631
Market Rate	tbd	tbd	tbd

Unit Mix

Unit AMI	No. of units
Market Rate	14
80%	10
50%	17
40%	1
30%	6
Total	48



Thank You



Regular City Council
AGENDA ITEM 6.

Agenda Item: Discuss and Possibly Act Upon Award of Bid for Project No. 2022-05 Related to the Brenham Family Park Main Creek Crossing and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 16, 2023

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

On January 26, 2023, City staff along with Strand Associates opened bids regarding the Brenham Family Park Creek Crossing. This project consists of upgrading the crossing to 10' x 8' box culverts, concrete slope paving and concrete wing walls. This crossing will play a vital part in connection between the 38 acres on the south side of the park with the 70 + acres on the north side of the park. Currently, it is a temporary low-water crossing that was built when the Baker-Katz lift station was constructed. It serves as the main access to the lift station. By constructing this permanent structure, it will assure long-term access and a safe means to cross the channel by maintenance vehicles and patrons. (See current pictures of crossing attached)

There were 13 bids received and a wide range of construction costs were seen. The low bidder was KRPS Contractors, LLC from Spicewood, TX. Their base bid came in at \$271,732. This was right where the projected construction costs landed when Strand provided an opinion of probable cost. Strand has checked references and all addendums were acknowledged and bid bond materials were met. We have received positive feedback from the references that we spoke to and look forward to working with KRPS. We have not worked with this company before. We have chosen not to award the Alternate in this bid as it was only an option to consider related to rip-rap.

This project is outside of the grant that was received by Texas Parks and Wildlife for the Brenham Family Park, but we are hoping to get the notice to proceed on those amenities in the very near future.

We would like council to consider awarding Bid # 2022-05 in the amount of \$271,732.00 to KRPS Contractors, LLC for the Brenham Family Park Main Creek Crossing Project. These costs are funded by BCDC.

ATTACHMENTS:

- (1) Bid Tabulation
- (2) Pics - BFP Creek Crossing

RECOMMENDED ACTION:

Award Bid No. 2022-05 to KRPS Contractors, LLC, in the amount of \$271,732.00, related to the Brenham Family Park Main Creek Crossing and authorize the Mayor to execute any necessary documentation.



Strand Associates, Inc.®

1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937
www.strand.com

February 1, 2023

Mr. Dane Rau, Public Works Director
City of Brenham
200 West Vulcan
Brenham, TX 77833

Re: Brenham Family Park Main Creek Crossing
Project No. 2022-05
City of Brenham, Texas

Dear Dane,

Bids for the above-referenced Project were opened on January 26, 2023. Thirteen Bids were received with the resulting Bid tabulation enclosed. The low Bid of \$271,732 was less than ENGINEER's opinion of probable construction cost.

KRPS Contractors LLC of Spicewood, Texas, was the apparent low Bidder at \$271,732. The Bid included a Cashier's Check for 5 percent of the total Bid and Addendum No. 1 was acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has not had previous experience with KRPS Contractors LLC.

If you determine that KRPS Contractors LLC is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 19 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®



Jared D. Engelke, P.E.

Enclosure

TBPE No. F-8405
TBPLS No. 10030000

3900.263\UDE\mm\BREN\Documents\Specifications\Archive\2023\Brenham, City of\3900.263.2022-05.MKG(16) Specification Letters(a) Resulting Bid Tabulation\020123.docx

Bids Received: 10 A.M.
January 26, 2023

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENHAM FAMILY PARK MAIN CREEK CROSSING
CITY OF BRENHAM PROJECT NO. 2022-05

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Total Base Unit Prices	Alternate Bid No. 1
KRPS Contractors, LLC 482 Flying X RD Spicewood, TX 78669	5%	Yes	\$267,236.50 *\$271,732.00	\$180,330.70 *\$23,350.00
Collier Construction, LLC 1601 Highway 290 West Brenham, TX 77833	5%	Yes	\$339,006.00	\$19,235.00
Texas KB Utilities, LLC 9230 FM 1371 Chappell Hill, TX 77426	5%	Yes	\$343,000.00	\$1,000.00
WJC Constructors Services, LLC 702 Old Antioch Road Smithville, TX 78957	5%	Yes	\$417,212.50 *\$380,492.50	\$1,850.00
MBCM Management, Inc. 7984 Highway 6 Navasota, TX 77868	5%	Yes	\$421,357.20 *\$423,359.00	\$26,941.00
Gage and Cade Construction 1107 County Road 264 Bertram, TX 78605	5%	Yes	\$430,713.50 *\$430,763.50	\$190,516.25 *\$14,316.25
BCS Lawn & Landscape, LLC 5401 Marcia Lane Bryan, TX 77807	5%	Yes	\$458,100.00 *\$458,315.00	(\$25,475.00) *\$74,525
Carlson McClain Construction Company, LLC 10805 West Timberwagon Circle Spring, TX 77380	5%	Yes	\$497,375.00	\$0.80 *\$0.00
Norman Construction Services, LLC 6687 Koppe Bridge Road College Station, TX 77845	5%	Yes	\$598,875.00	\$12,500.00

Site Work Contractors, LLC 1207 Goodson Loop Pinehurst, TX 77362	5%	Yes	\$627,065.00	\$32,425.00
Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358	5%	Yes	\$649,870.00	(\$875.00)
A Greater Austin Development Company, LLC 6500 River Place Boulevard Building 1, Suite 201 Austin, TX 78730	5%	Yes	\$690,597.00	\$68,565.00
Texas Materials Group, Inc. dba Gulf Coast a CRH Company 23990 State Highway 6 Navasota, TX 77868	5%	Yes	\$737,203.00	\$11,600.00

*CONTRACTOR'S COMPUTED TOTAL

Reviewed by: JARED D. ENGELKE, P.E.



Bids Received: 10 A.M., January 26, 2023																												STRAND ASSOCIATES, INC.® TBPE No. F-8405 TBPLS No. 10030000 1906 Niebuhr Street Brenham, TX 77833	
BRENHAM FAMILY PARK MAIN CREEK CROSSING CONTRACT 2022-05 CITY OF BRENHAM BID TABULATION BREAKDOWN																													
				KRPS Contractors, LLC 482 Flying X RD Spicewood, TX 78669		Collier Construction, LLC 1601 Highway 290 West Brenham, TX 77833		Texas KB Utilities, LLC 9230 FM 1371 Chappell Hill, TX 77426		WJC Constructors Services, LLC 702 Old Antioch Road Smithville, TX 78957		MBCM Management, Inc. 7984 Highway 6 Navasota, TX 77868		Gage and Cade Construction 1107 County Road 264 Bertram, TX 78605		BCS Lawn & Landscape, LLC 5401 Marcia Lane Bryan, TX 77807		Carlson McClain Construction Company, LLC 10805 West Timberwagon Circle Spring, TX 77380		Norman Construction Services, LLC 6687 Koppe Bridge Road College Station, TX 77845		Site Work Contractors, LLC 1207 Goodson Loop Pinehurst, TX 77362		Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358		A Greater Austin Development Company, LLC 6500 River Place Boulevard Building 1, Suite 201 Austin, TX 78730		Texas Materials Group, Inc. dba Gulf Coast a CRH Company 23990 State Highway 6 Navasota, TX 77868	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization	1	LS	\$ 20,507.00	\$ 20,507.00	\$ 16,558.00	\$ 16,558.00	\$ 31,708.90	\$ 31,708.90	\$ 19,000.00	\$ 19,000.00	\$ 14,960.00	\$ 14,960.00	\$ 14,950.00	\$ 14,950.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 40,443.00	\$ 40,443.00	\$ 20,000.00	\$ 20,000.00	\$ 13,000.00	\$ 13,000.00	\$ 39,000.00	\$ 39,000.00	\$ 70,000.00	\$ 70,000.00
2.	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 4,550.00	\$ 4,550.00	\$ 3,590.00	\$ 3,590.00	\$ 4,000.00	\$ 4,000.00	\$ 1,645.00	\$ 1,645.00	\$ 1,950.00	\$ 1,950.00	\$ 10,000.00	\$ 10,000.00	\$ 6,950.00	\$ 6,950.00	\$ 12,000.00	\$ 12,000.00	\$ 8,500.00	\$ 8,500.00	\$ 6,500.00	\$ 6,500.00	\$ 1,465.00	\$ 1,465.00	\$ 5,000.00	\$ 5,000.00
3.	Remove and Dispose of Existing CMP	33	LF	\$ 7.58	\$ 250.14	\$ 25.00	\$ 825.00	\$ 26.25	\$ 866.25	\$ 40.00	\$ 1,320.00	\$ 74.85	\$ 2,470.05	\$ 135.25	\$ 4,463.25	\$ 50.00	\$ 1,650.00	\$ 5.00	\$ 165.00	\$ 75.00	\$ 2,475.00	\$ 2,000.00	\$ 66,000.00	\$ 80.00	\$ 2,640.00	\$ 274.00	\$ 9,042.00	\$ 50.00	\$ 1,650.00
					\$*250.00								\$*2,470.00								\$*2,000.00								
4.	Remove and Dispose of Existing Trees and Vegetation	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,225.00	\$ 2,225.00	\$ 1,025.00	\$ 1,025.00	\$ 5,500.00	\$ 5,500.00	\$ 11,220.00	\$ 11,220.00	\$ 3,550.00	\$ 3,550.00	\$ 5,000.00	\$ 5,000.00	\$ 2,700.00	\$ 2,700.00	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 22,000.00	\$ 22,000.00	\$ 30,000.00	\$ 30,000.00
5.	8-FT x 12-FT Reinforced Concrete Box, Complete In Place	136	LF	\$ 677.09	\$ 92,084.24	\$ 900.00	\$ 122,400.00	\$ 1,250.00	\$ 170,000.00	\$ 916.00	\$ 124,576.00	\$ 1,125.00	\$ 153,000.00	\$ 1,379.00	\$ 187,544.00	\$ 1,500.00	\$ 204,000.00	\$ 1,900.00	\$ 258,400.00	\$ 1,077.00	\$ 146,472.00	\$ 2,415.00	\$ 328,440.00	\$ 2,500.00	\$ 340,000.00	\$ 1,513.00	\$ 205,768.00	\$ 2,465.00	\$ 335,240.00
					\$*92,080.00								\$*155,000.00																
6.	Construct Northwest Headwall/Wingwall and Apron Paving	1	EA	\$ 37,376.20	\$ 37,376.20	\$ 35,864.00	\$ 35,864.00	\$ 35,725.00	\$ 35,725.00	\$ 44,600.00	\$ 44,600.00	\$ 25,944.00	\$ 25,944.00	\$ 43,650.00	\$ 43,650.00	\$ 50,000.00	\$ 50,000.00	\$ 42,500.00	\$ 42,500.00	\$ 94,800.00	\$ 94,800.00	\$ 28,000.00	\$ 28,000.00	\$ 72,000.00	\$ 72,000.00	\$ 68,220.00	\$ 68,220.00	\$ 100,000.00	\$ 100,000.00
7.	Construct Southeast Headwall/Wingwall and Apron Paving	1	EA	\$ 41,113.80	\$ 41,113.80	\$ 37,874.00	\$ 37,874.00	\$ 35,725.00	\$ 35,725.00	\$ 71,200.00	\$ 71,200.00	\$ 27,205.00	\$ 27,205.00	\$ 44,450.00	\$ 44,450.00	\$ 50,000.00	\$ 50,000.00	\$ 43,500.00	\$ 43,500.00	\$ 94,800.00	\$ 94,800.00	\$ 26,500.00	\$ 26,500.00	\$ 72,000.00	\$ 72,000.00	\$ 74,400.00	\$ 74,400.00	\$ 100,000.00	\$ 100,000.00
8.	Construct Handrail on Headwalls and Wingwalls	175	LF	\$ 60.00	\$ 10,500.00	\$ 200.00	\$ 35,000.00	\$ 108.35	\$ 18,961.25	\$ 177.14	\$ 30,999.50	\$ 264.82	\$ 46,343.50	\$ 167.00	\$ 29,225.00	\$ 215.00	\$ 37,625.00	\$ 193.00	\$ 33,775.00	\$ 70.00	\$ 12,250.00	\$ 110.00	\$ 19,250.00	\$ 200.00	\$ 35,000.00	\$ 284.00	\$ 49,700.00	\$ 175.00	\$ 30,625.00
													\$*46,344.00			\$*37,840.00													
9.	Reinforced Concrete Pavement with Integral Concrete Curb (6-Inch) (Type D), Complete In Place	90	SY	\$ 104.67	\$ 9,420.30	\$ 90.00	\$ 8,100.00	\$ 74.00	\$ 6,660.00	\$ 140.00	\$ 12,600.00	\$ 92.89	\$ 8,360.10	\$ 313.75	\$ 28,237.50	\$ 90.00	\$ 8,100.00	\$ 205.00	\$ 18,450.00	\$ 74.00	\$ 6,660.00	\$ 140.00	\$ 12,600.00	\$ 110.00	\$ 9,900.00	\$ 168.00	\$ 15,120.00	\$ 180.00	\$ 16,200.00
					\$*9,420.00								\$*8,360.00																
10.	Flexible Base, Type A, Grade 1-2 Compacted In Place	45	CY	\$ 11.11	\$ 499.95	\$ 155.00	\$ 6,975.00	\$ 111.60	\$ 5,022.00	\$ 70.00	\$ 3,150.00	\$ 269.33	\$ 12,119.85	\$ 185.00	\$ 8,325.00	\$ 125.00	\$ 5,625.00	\$ 69.00	\$ 3,105.00	\$ 45.00	\$ 2,025.00	\$ 275.00	\$ 12,375.00	\$ 80.00	\$ 3,600.00	\$ 344.00	\$ 15,480.00	\$ 240.00	\$ 10,800.00
					\$*5,000.00								\$*12,120.00																
11.	Reinforced Concrete Flume (4-Inch)	75	SY	\$ 79.80	\$ 5,985.00	\$ 70.00	\$ 5,250.00	\$ 64.60	\$ 4,845.00	\$ 100.00	\$ 7,500.00	\$ 77.40	\$ 5,805.00	\$ 79.50	\$ 5,962.50	\$ 80.00	\$ 6,000.00	\$ 45.00	\$ 3,375.00	\$ 65.00	\$ 4,875.00	\$ 130.00	\$ 9,750.00	\$ 85.00	\$ 6,375.00	\$ 103.00	\$ 7,725.00	\$ 140.00	\$ 10,500.00
12.	Pipe Underdrain (4-Inch)(Type 6)	165	LF	\$ 3.03	\$ 499.95	\$ 10.00	\$ 1,650.00	\$ 97.20	\$ 16,038.00	\$ 35.00	\$ 5,775.00	\$ 8.70	\$ 1,435.50	\$ 23.25	\$ 3,836.25	\$ 20.00	\$ 3,300.00	\$ 23.00	\$ 3,795.00	\$ 45.00	\$ 7,425.00	\$ 50.00	\$ 8,250.00	\$ 35.00	\$ 5,775.00	\$ 65.00	\$ 10,725.00	\$ 40.00	\$ 6,600.00
					\$*500.00								\$*1,436.00																
13.	Excavation and Embankment	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 35,525.00	\$ 35,525.00	\$ 1,540.00	\$ 1,540.00	\$ 35,000.00	\$ 35,000.00	\$ 45,930.00	\$ 45,930.00	\$ 29,380.00	\$ 29,380.00	\$ 20,000.00	\$ 20,000.00	\$ 33,000.00	\$ 33,000.00	\$ 113,250.00	\$ 113,250.00	\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 40,000.00	\$ 125,000.00	\$ 125,000.00	\$ 13,000.00	\$ 13,000.00
14.	Excavation Safety	136	LF	\$ 51.47	\$ 6,999.92	\$ 25.00	\$ 3,400.00	\$ 0.10	\$ 13.60	\$ 272.00	\$ 36,992.00	\$ 17.95	\$ 2,441.20	\$ 5.00	\$ 680.00	\$ 50.00	\$ 6,800.00	\$ 10.00	\$ 1,360.00	\$ 150.00	\$ 20,400.00	\$ 25.00	\$ 3,400.00	\$ 30.00	\$ 4,080.00	\$ 7.00	\$ 952.00	\$ 8.00	\$ 1,088.00
					\$*7,000.00						\$*272.00		\$2,442.00																
15.	Restoration and Seeding	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,145.00	\$ 2,145.00	\$ 2,565.00	\$ 2,565.00	\$ 2,500.00	\$ 2,500.00	\$ 3,750.00	\$ 3,750.00	\$ 2,210.00	\$ 2,210.00	\$ 10,000.00	\$ 10,000.00	\$ 1,800.00	\$ 1,800.00	\$ 8,500.00	\$ 8,500.00	\$ 6,500.00	\$ 6,500.00	\$ 4,500.00	\$ 4,500.00	\$ 8,000.00	\$ 8,000.00	\$ 1,500.00	\$ 1,500.00
16.	Construction Materials Testing.	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 7,690.00	\$ 7,690.00	\$ 8,500.00	\$ 8,500.00	\$ 20,950.00	\$ 20,950.00	\$ 9,750.00	\$ 9,750.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 12,000.00	\$ 12,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,500.00	\$ 5,500.00	\$ 6,200.00	\$ 6,200.00	\$ 1,000.00	\$ 1,000.00
17.	Maintain Access Across Channel to Existing Lift Station.	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 6,665.00	\$ 6,665.00	\$ 1,025.00	\$ 1,025.00	\$ 4,000.00	\$ 4,000.00	\$ 37,778.00	\$ 37,778.00	\$ 12,550.00	\$ 12,550.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 23,000.00	\$ 23,000.00	\$ 31,800.00	\$ 31,800.00	\$ 4,000.00	\$ 4,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 17					\$ 267,236.50		\$ 339,006.00		\$ 343,000.00		\$ 417,212.50		\$ 421,357.20		\$ 430,713.50		\$ 458,100.00		\$ 497,375.00		\$ 598,875.00		\$ 627,065.00		\$ 649,870.00		\$ 690,597.00		\$ 737,203.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 17					\$*271,732.00		\$ 339,006.00		\$ 343,000.00		\$*380,492.50		\$*423,359.00		\$*430,763.50		\$*458,315.00		\$ 497,375.00		\$ 598,875.00		\$ 627,065.00		\$ 649,870.00		\$ 690,597.00		\$ 737,203.00

* CONTRACTOR'S COMPUTED TOTAL
Reviewed by 

Bids Received: 10 A.M., January 26, 2023																												STRAND ASSOCIATES, INC.® TBPE No. F-8405 TBPLS No. 10030000 1906 Niebuhr Street Brenham, TX 77833			
BRENHAM FAMILY PARK MAIN CREEK CROSSING CONTRACT 2022-05 CITY OF BRENHAM ALTERNATE BID NO. 1 BREAKDOWN																															
				KRPS Contractors, LLC 482 Flying X RD Spicewood, TX 78669		Collier Construction, LLC 1601 Highway 290 West Brenham, TX 77833		Texas KB Utilities, LLC 9230 FM 1371 Chappell Hill, TX 77426		WJC Constructors Services, LLC 702 Old Antioch Road Smithville, TX 78957		MBCM Management, Inc. 7984 Highway 6 Navasota, TX 77868		Gage and Cade Construction 1107 County Road 264 Bertram, TX 78605		BCS Lawn & Landscape, LLC 5401 Marcia Lane Bryan, TX 77807		Carlson McClain Construction Company, LLC 10805 West Timberwagon Circle Spring, TX 77380		Norman Construction Services, LLC 6687 Koppe Bridge Road College Station, TX 77845		Site Work Contractors, LLC 1207 Goodson Loop Pinehurst, TX 77362		Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358		A Greater Austin Development Company, LLC 6500 River Place Boulevard Building 1, Suite 201 Austin, TX 78730		Texas Materials Group, Inc. dba Gulf Coast a CRH Company 23990 State Highway 6 Navasota, TX 77868			
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1.	Rip Rap (Type R)(Grouted) (12-Inch Minimum)	185	SY	\$ 216.22	\$ 40,000.70	\$ 146.00	\$ 27,010.00	\$ 115.00	\$ 21,275.00	\$ 90.00	\$ 16,650.00	\$ 230.00	\$ 42,550.00	\$ 202.25	\$ 37,416.25	\$ 165.00	\$ 30,525.00	\$ 75.68	\$ 14,000.80	\$ 180.00	\$ 33,300.00	\$ 105.00	\$ 19,425.00	\$ 125.00	\$ 23,125.00	\$ 500.00	\$ 92,500.00	\$ 160.00	\$ 29,600.00		
					*\$40,000.00														*\$14,000.00												
2.	Construct Northwest Headwall/Wingwall and Apron Paving	-1	EA	\$ (37,376.20)	\$ 37,376.20	\$ 35,864.00	\$ (35,864.00)	\$ 35,725.00	\$ (35,725.00)	\$ 44,600.00	\$ (44,600.00)	\$ 25,944.00	\$ (25,944.00)	\$ (43,650.00)	\$ 43,650.00	\$ 50,000.00	\$ (50,000.00)	\$ 42,500.00	\$ (42,500.00)	\$ 94,800.00	\$ (94,800.00)	\$ 15,000.00	\$ (15,000.00)	\$ 72,000.00	\$ (72,000.00)	\$ 68,200.00	\$ (68,200.00)	\$ 100,000.00	\$ (100,000.00)		
					*(37,376.20)									*(43,650.00)		*\$50,000.00															
3.	Construct Southeast Headwall/Wingwall and Apron Paving	-1	EA	\$ (41,113.80)	\$ 41,113.80	\$ 37,874.00	\$ (37,874.00)	\$ 35,725.00	\$ (35,725.00)	\$ 71,200.00	\$ (71,200.00)	\$ 27,205.00	\$ (27,205.00)	\$ (44,450.00)	\$ 44,450.00	\$ 50,000.00	\$ (50,000.00)	\$ 43,500.00	\$ (43,500.00)	\$ 94,800.00	\$ (94,800.00)	\$ 15,000.00	\$ (15,000.00)	\$ 72,000.00	\$ (72,000.00)	\$ 74,400.00	\$ (74,400.00)	\$ 100,000.00	\$ (100,000.00)		
					*(41,113.80)									*(44,450.00)		*\$50,000.00															
4.	Construct Northwest Headwall/Wingwall	1	EA	\$ 29,447.62	\$ 29,447.62	\$ 32,112.00	\$ 32,112.00	\$ 25,650.00	\$ 25,650.00	\$ 38,000.00	\$ 38,000.00	\$ 18,300.00	\$ 18,300.00	\$ 32,000.00	\$ 32,000.00	\$ 22,000.00	\$ 22,000.00	\$ 35,500.00	\$ 35,500.00	\$ 84,400.00	\$ 84,400.00	\$ 22,000.00	\$ 22,000.00	\$ 60,000.00	\$ 60,000.00	\$ 56,700.00	\$ 56,700.00	\$ 91,000.00	\$ 91,000.00		
5.	Construct Southeast Headwall/Wingwall	1	EA	\$ 32,392.38	\$ 32,392.38	\$ 33,851.00	\$ 33,851.00	\$ 25,525.00	\$ 25,525.00	\$ 63,000.00	\$ 63,000.00	\$ 19,240.00	\$ 19,240.00	\$ 33,000.00	\$ 33,000.00	\$ 22,000.00	\$ 22,000.00	\$ 36,500.00	\$ 36,500.00	\$ 84,400.00	\$ 84,400.00	\$ 21,000.00	\$ 21,000.00	\$ 60,000.00	\$ 60,000.00	\$ 61,985.00	\$ 61,985.00	\$ 91,000.00	\$ 91,000.00		
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 17					\$ 180,330.70		\$ 19,235.00		\$ 1,000.00		\$ 1,850.00		\$ 26,941.00		\$ 190,516.25		\$ (25,475.00)		\$ 0.80		\$ 12,500.00		\$ 32,425.00		\$ (875.00)		\$ 68,585.00		\$ 11,600.00		
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 17					*\$23,350.00		\$ 19,235.00		\$ 1,000.00		\$ 1,850.00		\$ 26,941.00		*\$14,316.25		*\$74,525.00		*\$0.00		\$ 12,500.00		\$ 32,425.00		\$ (875.00)		*\$68,565.00		\$ 11,600.00		

* CONTRACTOR'S COMPUTED TOTAL
Reviewed by *Molly Gaff*





Regular City Council
AGENDA ITEM 7.

Agenda Item: Discuss and Possibly Act Upon Final Payment to Carlson McClain for Project No. 2021-04 Related to the 2022 Henderson Park Pedestrian Bridges and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 16, 2023

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

On October 13, 2022, the Brenham City Council awarded Bid #2021-04 to Carlson McClain Construction Company for the rehabilitation of the two (2) Henderson Park pedestrian bridges. The total contract amount was \$163,400. The scope of work was for surface preparation and a new application of paints and coatings to the bridges and existing handrails, provide, attach, and paint metal members on both bridges, remove existing wood decking and replace with new. The project is now completed, and the outcome was truly awesome to see. The contractor did a great job and communicated well with the City and Strand and now the bridges are much safer and have a fresh look to them that will last for many years.

City staff, Strand and Carlson McClain representatives conducted a final walk through, and all items have been completed. It is now time to make final payment and close the project out. There were no change orders requested in the project and all pay applications have been made with the exception to the final. All documents have been received from Carlson McClain Construction.

We respectfully ask Council to approve Pay Application #3 in the amount of \$26,132.90 to Carlson McClain Construction Company. This project was fully funded by BCDC during the 2021-22 funding year.

ATTACHMENTS:

- (1) Pay Application No. 3 (Final)
- (2) Final Completion Letter
- (3) Consent of Surety
- (4) Certification of Payment to Subcontractors and Suppliers
- (5) Certificate of Final Completion

RECOMMENDED ACTION:

Approve the final payment to Carlson McClain Construction Company for Project No. 2021-04 in the amount of \$26,132.90 related to the 2022 Henderson Park Pedestrian Bridges and authorize the Mayor to execute any necessary documentation.

APPLICATION FOR PAYMENT NO. 03 (FINAL)

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TEXAS 77833

FROM CONTRACTOR: Carlson McClain Construction Company, LLC

PROJECT: 2022 Henderson Park Pedestrian Bridge Rehabilitation-Rebid

STRAND PROJECT NO. 3900.260

CONTRACT AWARDED: October 13, 2022
 PERIOD FROM: January 18, 2023
 CONST. TIME ALLOTTED (Days): 90

NOTICE TO PROCEED: December 13, 2022
 PERIOD TO: February 2, 2023
 TIME USED (Days): 51

ITEM	BASE BID: HENDERSON PARK SPLASH PAD BRIDGE	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	Perform Surface Preparation and Application of Paints and Coatings to the Bridge and Existing Hand Rails, per TxDOT Item 446, System I-A.	1	LS	0.64	0.36	1	\$ 37,800.00	\$ 37,800.00
2	Remove Existing Wood Decking and Replace with New Wood Decking.	1	LS	0.65	0.35	1	\$ 35,100.00	\$ 35,100.00
ITEM	ALTERNATIVE BID NO. 2: Henderson Park Ball Field Bridge	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
A1.1	Perform Surface Preparation and Application of Paints and Coatings to the Bridge and Existing Bollards, per TxDOT Item 446, System II.	1	LS	0.97	0.03	1	\$ 58,500.00	\$ 58,500.00
A1.2	Provide, Attach, and Paint Metal Members as Specified and Shown in the Drawings of this Project Manual.	1	LS	0.58	0.42	1	\$ 12,000.00	\$ 12,000.00
A1.3	Remove Existing Wood Decking and Replace with New Wood Decking.	230	SY	0.18	0.82	1	\$ 20,000.00	\$ 20,000.00

Original Contract: \$ 163,400.00
 Plus Additions: \$ -
 Less Deductions: \$ -
 Adjusted Contract: \$ 163,400.00

Value of Work Performed to Date \$ 163,400.00
 Plus Materials Stored at Close of Period \$ -
 Net Amt Earned to Date \$ 163,400.00
 Less 10% Retainage \$ -
 Subtotal \$ 163,400.00
 Less Previous Pay Applications \$ 137,267.10
 Amount Due this Application \$ 26,132.90

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
 COUNTY OF WASHINGTON

WHEREAS, the undersigned, Logan R. Carlson, who being duly sworn, on oath, says that he is the legal representative of Carlson McClain Construction Company, LLC, has been employed by City of Brenham to furnish labor and materials for the installation of the 2022 Henderson Park Pedestrian Bridge Rehabilitation-Rebid project in Brenham, Texas.

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

BY: [Signature]
 Carlson McClain Construction Company, LLC

DATE: 2/9/23PRINTED NAME: LOGAN R. CARLSONTITLE: PRESIDENT

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE

9th

DAY OF

February, 20 23Courtney CarlsonNOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS.

COURTNEY CARLSON
 Notary ID #134060326
 My Commission Expires
 November 11, 2026

RECOMMENDED BY:

[Signature]

STRAND ASSOCIATES, INC.®

DATE: 2.9.2023

APPROVED BY:

CITY OF BRENHAM, TEXAS

DATE:

February 7, 2023

Mr. Dane Rau, Public Works Director
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: 2022 Henderson Park Pedestrian Bridge Rehabilitation–Rebid
Contract No. 2021-04R
City of Brenham, Texas

Dear Dane,

In accordance with Article 15.03 of the General Conditions, the above-referenced project was inspected on January 25, 2023. Based on this inspection, we have included in this preliminary certificate a date of January 25, 2023, for Substantial Completion of the project.

A punch List of Items to be Completed or Corrected, which were noted during this inspection, is enclosed.

In accordance with Article 15.03 of the General Conditions, at the time of delivery of the Preliminary Certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties. It is our recommendation that all the requirements of the Contract Documents be followed as to division of responsibilities between OWNER and CONTRACTOR, and it is not our intent to change any of these requirements through the following recommendations.

Contract Bonds and Insurance requirements are included in Article 6 of the General Conditions and Supplementary Conditions. As specified in Article 6.01 of the General Conditions, the Performance and Payment Bonds shall remain in effect at least until one year after the date when final payment becomes due.

As specified in Article 6.03 of the General Conditions and Supplemental General Conditions, CONTRACTOR shall continue to provide Contractor's Liability Insurance for the complete project until final payment is made and during correction period when CONTRACTOR is completing its Contract obligations and include completed operations coverage for a period of three years after final payment.

As specified in the General Conditions and Supplementary Conditions, CONTRACTOR shall continue to provide property insurance for the complete project until final payment is made.

Concerning site security, we recommend that OWNER be responsible for overall security of the site. OWNER shall allow CONTRACTOR reasonable access to complete work.

Concerning safety, we recommend that OWNER be responsible for safety of its work and operations and that CONTRACTOR be responsible for its work and operations. Occupational Safety and Health Act of 1970 and other federal and state requirements apply to both parties.

Mr. Dane Rau, Public Works Director
City of Brenham, Texas
Page 2
February 7, 2023

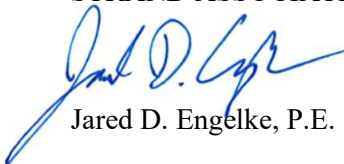
Contract correction period is included in Article 15.08 of the General Conditions and Supplementary Conditions. Beneficial occupancy or use by OWNER does not constitute acceptance.

Please note that, in accordance with Article 15.03, OWNER has seven days after receipt of this Preliminary Certificate of Substantial Completion during which to make written objection to ENGINEER as to any provisions of the certificate or list of work remaining.

Please call 979-836-7937 should you have any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



Jared D. Engelke, P.E.

Enclosure

c/enc: Logan Carlson, President, Carlson McClain Construction Company, LLC
Matt Yentz, Strand Associates, Inc.®



List of Items to be Completed or Corrected
2022 Henderson Park Pedestrian Bridge Rehabilitation–Rebid
Contract 2021-04R
City of Brenham, Texas

Original List Date: January 25, 2023 Updated List Date: _____

A. General

1. Provide the Consent of Surety.

B. Splash Pad Bridge

1. Provide paint touch-ups in four locations identified during the final walkthrough.
2. Plane wood timber approaches to the bridge to provide a smoother transition onto and off the existing bridge deck.

C. Ball Park Bridge

1. Plane wood timber approaches to the bridge to provide a smoother transition onto and off the existing bridge deck.
2. Provide and install a backer rod and joint filler at the approach joint on the west side of the bridge.

c: Matt Yentz, Strand Associates, Inc.®



AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

Henderson Park Pedestrian Bridge Rehabilitation
Project No.: 2021-04R

ARCHITECT'S PROJECT NUMBER:

Bond No. LFB-5926336

CONTRACT FOR:

General Construction

OWNER ☒

ARCHITECT ☐

CONTRACTOR ☐

SURETY ☐

OTHER ☐

TO OWNER: *(Name and address)*

City of Brenham
200 West Vulcan St.
Brenham, TX 77833

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Old Republic Surety Company
2201 E Lamar Blvd. Unit 260. Arlington, TX 76006

on bond of
(Insert name and address of Contractor)

Carlson McClain Construction Company LLC
10805 W. Timberwagon Circle, Spring, Tx 77380

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety of any of its obligations to
(Insert name and address of Owner)

City of Brenham
200 West Vulcan St, Brenham, TX 77833

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 2, 2023
(Insert in writing the month followed by the numeric date and year.)



Attest:

(Seal)

Megan Mescheski, Surety Witness

Old Republic Surety Company
(Surety)

(Signature of authorized representative)

Justin McQuain, Attorney-in-Fact
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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D42511 ACD44



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JUSTIN T. MCQUAIN, BRIAN P. HERRERA, OF SPRING, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6TH day of MAY, 2020.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 6TH day of MAY, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2022

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-4307

Signed and sealed at the City of Brookfield, WI this 2nd day of February, 2023.



Karen J. Haffner

Assistant Secretary

M SURETY SERVICES

Document 00642

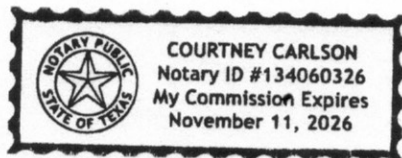
CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

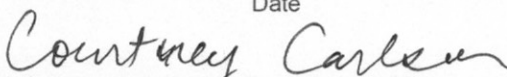
The undersigned, Logan R. Carlson, states that he is the President,
Affiant Title
of Carlson McClain Construction Company LLC
Contractor

and that he is duly authorized to execute this Certification of Payment to Subcontractors and Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor, materials, equipment, and services furnished to date for Work on Project No. 2021-04R in the amounts for which Contractor has been paid; that the labor, materials, equipment, and services covered by this Certificate of Payment have been furnished in accordance with and all in compliance with the Contract Documents; that no sums have been withheld by Contractor for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work; and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.


Affiant's Signature

SWORN AND SUBSCRIBED before me on 2-3-23
Date




Notary Public in and for the State of TEXAS

Courtney Carlson
Print or type name

My Commission Expires: 11-11-26
Expiration Date

END OF DOCUMENT

00642-1
04-01-2017

Document 00641

CERTIFICATE OF FINAL COMPLETION

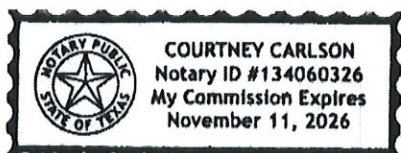
CERTIFICATE OF FINAL COMPLETION OF: 2022 Henderson Park Pedestrian Bridge Rehabilitation-
Rebid
Project No.: 2021-04R
Contract Dated: 12/12/22

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Logan R. Carlson who, being by me duly sworn, on his oath says that he or she represents Carlson McClain Construction Company LLC the Contractor who has performed a contract with the City of Brenham for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract Documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

[Signature]
Affiant's Signature

SWORN AND SUBSCRIBED before me on

February 3, 2023
Date



Courtney Carlson
Notary Public in and for the State of TEXAS

Courtney Carlson
Print or type name

My Commission Expires: 11-11-26
Expiration Date

THIS IS TO CERTIFY that I have observed the Work performed by the above named Contractor, on the above described Contract and find all things in accordance with the Contract Documents governing this Work to the best of my knowledge and belief.

[Signature]
Resident Project Representative

JARED D. ENGELKE, P.E.
[Project Manager or Construction Manager]

Approved:

[Title of Approval Authority], [Contracting Department]

END OF DOCUMENT

00641-1
04-01-2017



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon Award of Bid for Project No. 2021-06-A Related to the 2022 Sanitary Sewer Improvements - Stone Hollow Lift Station Replacement and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 16, 2023

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

The Stone Hollow Pumping Station Improvements include the construction of a 1,500 GPM triples pumping station with electrical controls, supervisory control and data acquisition (SCADA) integration, and a quick connection for a portable emergency generator. The station and equipment will be secured and screened with a solid wood fence. The project will relocate the Stone Hollow pumping station out of the Federal Emergency Management Agency's 100-year floodplain to a location closer to East Airline Drive.

On February 1, 2023, sealed bids for the construction phase were opened by Strand Associates, Inc. and City of Brenham staff for the Stone Hollow Pump Station Improvements.

Four bids were received for the project. The low bidder, Dudley Construction, LLC of College Station, Texas is qualified and experienced in this type of work and has been recommended by Strand and Associates, Inc.

Dudley Construction, LLC project bid came in at \$1,130,000.00 and includes a bid bond for 5%. The engineer's opinion of probable cost was \$966,700.00. The project is to be completed and ready for final payment within 270 days after Date of Commencement of the Work.

Based on the reviews of the bids and information, Strand Associates received from outside sources, City of Brenham and staff recommend awarding the bid to Dudley Construction, LLC.

This will be funded out of the 2022 Certificates of Obligation Bond Fund 135-100-806.00.

The City is scheduled to close on the acquisition of the real property necessary for this project on February 27, 2023. Staff recommends awarding the bid to Dudley Construction, LLC in the amount of \$1,130,000.00 and making the bid award contingent upon the City successfully closing on the purchase transaction and acquiring the real property related to the relocation of the Lift Station.

ATTACHMENTS:

- | |
|---|
| (1) Bid Tabulation
(2) Resulting Bid Tabulation Letter |
|---|

RECOMMENDED ACTION:

Award Project No. 2021-06-A related to the 2022 Sanitary Sewer Improvements - Stone Hollow Lift Station Replacement to Dudley Construction, LLC, in the amount of \$1,130,000.00, contingent upon the City's successful acquisition of the property for the relocation of the Lift Station and authorize the Mayor to execute any necessary documentation.
--

Bids Received: 1 P.M.
February 1, 2023

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
2022 SANITARY SEWER SYSTEM IMPROVEMENTS--STONE HOLLOW AND
INDUSTRIAL BOULEVARD LIFT STATION REPLACEMENTS
CITY OF BRENHAM PROJECT NO. 2021-06-A

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Total Base Unit Price	Alternate No. 1	Total Bid Price
Dudley Construction, LLC 11370 State Highway 30 College Station, TX 77845	5%	NA	\$1,130,000.00	\$902,500.00	\$2,032,500.00
Hassell Construction Group, LLC 12522 Cullen Road, Suite A Houston, TX 77066	5%	NA	\$1,208,200.00	\$819,600.00	\$2,027,800.00
Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358	5%	NA	\$1,348,000.00	\$999,500.00	\$2,347,500.00
B-5 Construction Company, Inc. 30355 Old Hockley Road Magnolia, TX 77355	5%	NA	\$1,609,140.00	\$1,114,600.00	\$2,723,740.00

Reviewed by: *[Signature]*



[Signature]
2/6/2023

Bids Received: 1 P.M., February 1, 2023

STRAND ASSOCIATES, INC.®
TBPE No. F-3405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
2022 SANITARY SEWER SYSTEM IMPROVEMENTS--STONE HOLLOW AND
INDUSTRIAL BOULEVARD LIFT STATION REPLACEMENTS
CITY OF BRENHAM PROJECT NO. 2021-06-A

BID TABULATION BREAKDOWN

No.	Description	Quantity	Unit	Dudley Construction, LLC 11370 State Highway 30 College Station, TX 77845		Hassell Construction Group, LLC 12522 Cullen Road, Suite A Houston, TX 77066		Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358		B-S Construction Company, Inc. 30355 Old Hockley Road Magnolia, TX 77355	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization (Not to exceed 10 percent of total contract price excluding mobilization).	1	LS	\$ 36,000.00	\$ 36,000.00	\$ 100,000.00	\$ 100,000.00	\$ 55,000.00	\$ 55,000.00	\$ 46,869.00	\$ 46,869.00
2.	Provide triplex lift station, including, but not limited to, a 10-foot-diameter precast concrete wet well, three submersible pumps, lift station piping, force main, sanitary sewer, valves, manholes, electrical controls, cedar plank fencing, concrete pad, access driveway, and retaining wall.	1	LS	\$ 1,014,000.00	\$ 1,014,000.00	\$ 1,035,000.00	\$ 1,035,000.00	\$ 1,220,000.00	\$ 1,220,000.00	\$ 1,429,244.00	\$ 1,429,244.00
3.	Decommission the existing Stone Hollow Lift Station and appurtenances, including, but not limited to, the abandonment of existing sanitary sewers and force main.	1	LS	\$ 9,500.00	\$ 9,500.00	\$ 45,000.00	\$ 45,000.00	\$ 35,000.00	\$ 35,000.00	\$ 78,466.00	\$ 78,466.00
4.	Provide excavation and trench safety.	1	LS	\$ 39,000.00	\$ 39,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,500.00	\$ 10,500.00
5.	Provide traffic control according to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 1,600.00	\$ 1,600.00	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00
6.	Provide erosion control, site restoration, seeding, and cleanup.	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 9,600.00	\$ 9,600.00	\$ 7,500.00	\$ 7,500.00	\$ 22,561.00	\$ 22,561.00

No.	Description	Quantity	Unit	Dudley Construction, LLC 11370 State Highway 30 College Station, TX 77845		Hassell Construction Group, LLC 12522 Cutten Road, Suite A Houston, TX 77066		Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358		B-5 Construction Company, Inc. 30355 Old Hockley Road Magnolia, TX 77355	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
7.	Cash Allowance - Provide construction materials testing.	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 7					\$ 1,130,000.00		\$ 1,208,200.00		\$ 1,348,000.00		\$ 1,609,140.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 7					\$ 1,130,000.00		\$ 1,208,200.00		\$ 1,348,000.00		\$ 1,609,140.00

Reviewed by 

Bids Received: 1 P.M., February 1, 2023

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1908 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
2022 SANITARY SEWER SYSTEM IMPROVEMENTS—STONE HOLLOW AND
INDUSTRIAL BOULEVARD LIFT STATION REPLACEMENTS
CITY OF BRENHAM PROJECT NO. 2021-06-A
ALTERNATE NO. 1 BID TABULATION BREAKDOWN

No.	Description	Quantity	Unit	Dudley Construction, LLC 11370 State Highway 30 College Station, TX 77845		Hassell Construction Group, LLC 12522 Cutten Road, Suite A Houston, TX 77066		Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358		B-5 Construction Company, Inc. 30355 Old Hockley Road Magnolia, TX 77355	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization (Not to exceed 10 percent of total contract price excluding mobilization).	1	LS	\$ 22,000.00	\$ 22,000.00	\$ 65,000.00	\$ 65,000.00	\$ 29,000.00	\$ 29,000.00	\$ 32,465.00	\$ 32,465.00
2.	Provide duplex lift station, including, but not limited to, an 8-foot-diameter precast concrete wet well, two submersible pumps, lift station piping, force main, sanitary sewer, valves, manholes, electrical controls, cedar plank fencing, concrete pad, and access driveway.	1	LS	\$ 795,000.00	\$ 795,000.00	\$ 674,000.00	\$ 674,000.00	\$ 875,000.00	\$ 875,000.00	\$ 957,984.00	\$ 957,984.00
3.	Decommission the existing Industrial Boulevard Lift Station and appurtenances, including, but not limited to, the abandonment of existing sanitary sewers and force main.	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 32,000.00	\$ 32,000.00	\$ 35,000.00	\$ 35,000.00	\$ 58,388.00	\$ 58,388.00
4.	Provide excavation and trench safety.	1	LS	\$ 27,000.00	\$ 27,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,500.00	\$ 8,500.00	\$ 6,500.00	\$ 6,500.00
5.	Provide traffic control according to the TMUTCD.	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 1,600.00	\$ 1,600.00	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00
6.	Provide erosion control, site restoration, seeding, and cleanup.	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 12,763.00	\$ 12,763.00

No.	Description	Quantity	Unit	Dudley Construction, LLC 11370 State Highway 30 College Station, TX 77845		Hassell Construction Group, LLC 12522 Cullen Road, Suite A Houston, TX 77066		Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358		B-5 Construction Company, Inc. 30355 Old Hockley Road Magnolia, TX 77355	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
7.	Cash Allowance - Coordinate new electrical service with Utility Owner (Bluebonnet Electric).	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
8.	Cash Allowance - Provide construction materials testing.	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 8					\$ 902,500.00		\$ 819,600.00		\$ 999,500.00		\$ 1,114,600.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 8					\$ 902,500.00		\$ 819,600.00		\$ 999,500.00		\$ 1,114,600.00

Reviewed by 

Bids Received:

1 P.M.
February 1, 2023

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
2022 SANITARY SEWER SYSTEM IMPROVEMENTS--STONE HOLLOW AND
INDUSTRIAL BOULEVARD LIFT STATION REPLACEMENTS
CITY OF BRENHAM PROJECT NO. 2021-06-A

CONTROL SYSTEM SUPPLIER

Dudley Construction, LLC 11370 State Highway 30 College Station, TX 77845		
Control System Supplier (Section 26 24 19--Motor Control) included in the Total Bid Price is (Circle One):		
Frakes-Engineering	Integrated-Process-Solutions	Wunderlich-Malec
Mercer Controls		

Hassell Construction Group, LLC 12522 Cutten Road, Suite A Houston, TX 77066		
Control System Supplier (Section 26 24 19-Motor Control) included in the Total Bid Price is (Circle One):		
Frakes Engineering	Integrated Process Solutions	Wunderlich-Malec
	Mercer Controls	

Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358		
Control System Supplier (Section 26 24 19-Motor Control) included in the Total Bid Price is (Circle One):		
Frakes Engineering	Integrated Process Solutions	Wunderlich-Malec
	Mercer Controls	

B-5 Construction Company, Inc. 30355 Old Hockley Road Magnolia, TX 77355			
Control System Supplier (Section 26 24 19—Motor Control) included in the Total Bid Price is (Circle One):			
Frakes Engineering	Integrated Process Solutions	Wunderlich-Males	
Mercer Controls			



Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937
www.strand.com

February 7, 2023

Ms. Debbie Gaffey, Public Utilities General Manager
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: 2022 Sanitary Sewer Improvements—Stone Hollow and
Industrial Boulevard Lift Station Replacements
Project No. 2021-06-A
City of Brenham, Texas

Dear Ms. Gaffey:

Bids for the above-referenced Project were opened on February 1, 2023. Four bids were received with the resulting Bid tabulation enclosed.

Dudley Construction, LLC of College Station, Texas, was the apparent low Bidder at \$1,130,000 for the Base Bid only. If the Alternate No. 1 is intended to be awarded, then Hassell Construction Group, LLC of Houston, Texas, is the low Bidder with a combination of the Base Bid and Alternative Bid No. 1 at \$2,027,800. Both Bids included a Bid Bond for 5 percent and both Bids are deemed to be responsive.

Strand Associates, Inc.® has not had previous experience with Dudley Construction, LLC, or Hassell Construction Group, LLC.

If you determine that both contractors are responsible bidders after your evaluation of their qualifications, we recommend determining if the alternate should be awarded. Based on that decision, you should proceed to award the Contract to the apparent low Bidder in accordance with Article 16 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Ryan D. Tinsley, P.E., ENV SP

Enclosure

TBPE No. F-8405
TBPLS No. 10030000

3900.253\\GA\le\BREN\Documents\Specifications\Archive\2023\Brenham, City of\3900.253.2021-06-A\BID(16) Specification Letter(s) Resulting Bid Tabulation\020723.docx



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon Award of Bid for Project No. 2021-06-B Related to the 2022 Sanitary Sewer Improvements - Stone Hollow Force Main and Ralston Creek Gravity Sewer Crossing and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 16, 2023

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

On February 1, 2023, the City of Brenham and Strand Associates, Inc. opened bids regarding the FY2022 sanitary sewer improvements. The bids were for the replacement of the Ralston Creek Crossing and the Stone Hollow force main and gravity sewer line. These projects were part of the FY2022 Sanitary Sewer Improvements.

A total of 4 bids were received, with D&S Contracting submitting the lowest bid. The total price for base Bid A (Ralston Creek Crossing) was \$170,020.00 and Base B (Stone Hollow force main and gravity sewer) totaled \$754,912.00. Both projects combined have a value of \$924,932.00. Strand has conducted a review of the lowest bidder and based upon reference checks, received positive feedback.

Based on our findings and the referrals of other Municipalities, we request Council award Base Bid A (Ralston Creek Crossing) and Base Bid B (Stone Hollow force main and gravity sewer) to D&S Contracting in the total amount of \$924,932.00. The sanitary sewer will be funded by FY22 bond proceeds and wastewater reserves.

ATTACHMENTS:

- (1) Final Bid Tabulation
- (2) Resulting Bid Tabulation Letter

RECOMMENDED ACTION:

Award Project No. 2021-06-B related to the 2022 Sanitary Sewer Improvements - Stone Hollow Force Main and Ralston Creek Gravity Sewer Crossing to D&S Contracting, Inc., in the amount of \$924,932.00, and authorize the Mayor to execute any necessary documentation.

Bids Received:

2 P.M.
February 1, 2023

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
2022 SANITARY SEWER SYSTEM IMPROVEMENTS-STONE HOLLOW FORCE
MAIN AND RALSTON CREEK GRAVITY SEWER CROSSING
CITY OF BRENHAM PROJECT 2021-06-B

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Base Bid A- Total Base Unit Price	Base Bid B- Total Extra Unit Price	Total Bid Price
D&S Contracting, Inc. P.O. Box 9100 College Station, TX 77842	5%	Yes	\$170,020.00	\$754,912.00	\$924,932.00
RDR Construction Services, LLC 17580 FM 47 Wills Point, TX 75169	5%	Yes	\$129,215.48 *\$129,215.57	\$818,043.95 *\$818,044.81	\$947,259.43 *\$947,260.38
Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358	5%	Yes	\$246,863.00	\$752,932.00	\$999,795.00
Texcon General Contractors 1061 Innovation Drive Bryan, TX 77862	5%	Yes	\$268,160.00	\$1,060,192.50	\$1,328,352.50

*CONTRACTOR'S COMPUTED TOTAL

Reviewed by: 



Bids Received: 2 P.M., February 1, 2023

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM, TEXAS 2022
MAIN AND RALSTON CREEK GRAVITY SEWER CROSSING
PROJECT NO.: 2021-06-B
SANITARY SEWER IMPROVEMENTS-STONE HOLLOW FORCE
BID TABULATION BREAKDOWN--RALSTON CREEK GRAVITY SEWER CROSSING

No.	Description	Quantity	Unit	RDR Construction Services, LLC 17580 FM 47 Willis Point, TX 75169		D&S Contracting, Inc. P.O. Box 9100 College Station, TX 77842		Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358		Texcon General Contractors 1061 Innovation Drive Bryan, TX 77862	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization (Not to Exceed 10 percent of Total Contract Price Excluding Mobilization)	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 17,000.00	\$ 17,000.00	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00
2.	Provide 8-IN American Society for Testing and Materials (ASTM) D-3034 SDR 26 PVC Gravity Sewer by Open Cut, All Depths	90	LF	\$ 63.66	\$ 5,729.40	\$ 60.00	\$ 5,400.00	\$ 37.00	\$ 3,330.00	\$ 95.00	\$ 8,550.00
					\$5,729.49						
3.	Provide 8-IN ASTM D-3034 SDR 26 PVC Sanitary Sewer in 16-IN Welded Steel Casing Pipe (0.375-IN Minimum Wall Thickness) by Aerial Crossing	110	LF	\$ 306.00	\$ 33,660.00	\$ 170.00	\$ 18,700.00	\$ 450.00	\$ 49,500.00	\$ 338.00	\$ 37,180.00
4.	Provide Prestressed Concrete Piles at Aerial Crossing	2	EA	\$ 17,301.73	\$ 34,603.46	\$ 40,875.00	\$ 81,750.00	\$ 35,000.00	\$ 70,000.00	\$ 66,500.00	\$ 133,000.00
5.	Provide 4-FT-DIA Precast Concrete MH, Various Depths	2	EA	\$ 6,201.73	\$ 12,403.46	\$ 8,500.00	\$ 17,000.00	\$ 5,500.00	\$ 11,000.00	\$ 9,630.00	\$ 19,260.00
6.	Elevate Existing 4-FT-DIA Precast Concrete MH	1	EA	\$ 4,078.45	\$ 4,078.45	\$ 1,800.00	\$ 1,800.00	\$ 5,500.00	\$ 5,500.00	\$ 3,970.00	\$ 3,970.00

			RDR Construction Services, LLC 17580 FM 47 Wills Point, TX 75169			D&S Contracting, Inc. P.O. Box 9100 College Station, TX 77842			Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358			Texcon General Contractors 1061 Innovation Drive Bryan, TX 77862		
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
7.	Provide Pipe Guards per the Drawings	2	EA	\$ 3,426.73	\$ 6,853.46	\$ 4,885.00	\$ 9,770.00	\$ 3,850.00	\$ 7,700.00	\$ 4,450.00	\$ 8,900.00			
8.	Provide All Equipment to Perform Temporary Bypass Pumping or Storage (Limited to Tie-Ins)	1	LS	\$ 2,968.45	\$ 2,968.45	\$ 8,100.00	\$ 8,100.00	\$ 18,500.00	\$ 18,500.00	\$ 6,000.00	\$ 6,000.00			
9.	Remove Existing Aerial Crossing (Sanitary Sewer and Casing Pipe)	1	LS	\$ 4,078.45	\$ 4,078.45	\$ 4,000.00	\$ 4,000.00	\$ 9,500.00	\$ 9,500.00	\$ 1,700.00	\$ 1,700.00			
10.	Provide Trench Safety, All Depths	1	LS	\$ 7,408.45	\$ 7,408.45	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00			
11.	Provide Traffic Control According to the Texas Manual on Uniform Traffic Control Devices (TMUTCD)	1	LS	\$ 4,078.45	\$ 4,078.45	\$ 500.00	\$ 500.00	\$ 33,333.00	\$ 33,333.00	\$ 2,500.00	\$ 2,500.00			
12.	Provide Erosion Control, Site Restoration, Seeding, and Cleanup	1	LS	\$ 6,853.45	\$ 6,853.45	\$ 4,000.00	\$ 4,000.00	\$ 25,000.00	\$ 25,000.00	\$ 20,600.00	\$ 20,600.00			
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 12					\$ 129,215.48		\$170,020.00		\$ 246,863.00		\$ 268,160.00			
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 12					*\$ 129,215.57		\$170,020.00		\$ 246,863.00		\$ 268,160.00			

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by 

Bids Received: 2 P.M., February 1, 2023

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM, TEXAS
MAIN AND RALSTON CREEK GRAVITY SEWER CROSSING
PROJECT NO.: 2021-06-B
2022 SANITARY SEWER IMPROVEMENTS-STONE HOLLOW FORCE
BID TABULATION BREAKDOWN--STONE HOLLOW FORCE MAIN

No.	Description	Quantity	Unit	RDR Construction Services, LLC 17580 FM 47 Wills Point, TX 75169		D&S Contracting, Inc. P.O. Box 9100 College Station, TX 77842		Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358		Texcon General Contractors 1061 Innovation Drive Bryan, TX 77862	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization (Not to Exceed 10 percent of Total Contract Price Excluding Mobilization)	1	LS	\$ 73,453.45	\$ 73,453.45	\$ 75,000.00	\$ 75,000.00	\$ 18,852.00	\$ 18,852.00	\$ 85,000.00	\$ 85,000.00
2.	Provide 12-IN AWWA C-900 Dimensional Ratio (DR) 18 Polyvinyl Chloride (PVC) Force Main by Open Cut	1,945	LF	\$ 95.02	\$ 184,813.90	\$ 104.00	\$ 202,280.00	\$ 100.00	\$ 194,500.00	\$ 114.25	\$ 222,216.25
3.	Provide 12-IN AWWA C-900 DR 18 PVC Restrained-Joint Integral-Bell (RJIB) Force Main by Bore	85	LF	\$ 192.93	\$ 16,399.05	\$ 234.00	\$ 19,890.00	\$ 120.00	\$ 10,200.00	\$ 200.00	\$ 17,000.00
4.	Provide All Materials and Equipment to Abandon Existing 6-IN Clay Sanitary Sewer Line and Fill With Flowable Fill or, When Required For Installation, Remove and Dispose of the Existing 6-IN Clay Sanitary Sewer Line	1	LS	\$ 4,078.45	\$ 4,078.45	\$ 20,000.00	\$ 20,000.00	\$ 34,000.00	\$ 34,000.00	\$ 10,500.00	\$ 10,500.00
5.	Provide 15-IN ASTM D-3034 Standard Dimension Ratio (SDR) 26 PVC Sanitary Sewer by Direct Replacement Open Cut, 6- to 8-FT Depth	173	LF	\$ 115.76	\$ 20,026.48	\$ 113.00	\$ 19,549.00	\$ 124.00	\$ 21,452.00	\$ 133.75	\$ 23,138.75
6.	Provide 15-IN ASTM D-3034 SDR 26 PVC Sanitary Sewer by Direct Replacement Open Cut, 8- to 10-FT Depth	231	LF	\$ 119.39	\$ 27,579.09	\$ 118.00	\$ 27,258.00	\$ 132.00	\$ 30,492.00	\$ 146.50	\$ 33,841.50

RDR Construction Services, LLC 17580 FM 47 Willis Point, TX 75169			D&S Contracting, Inc. P.O. Box 9100 College Station, TX 77842			Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358			Texcon General Contractors 1061 Innovation Drive Bryan, TX 77862		
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
					*\$27,579.92						
7.	Provide 15-IN ASTM D-3034 SDR 26 PVC Sanitary Sewer by Direct Replacement Open Cut, 10 to 12-FT Depth	129	LF	\$ 140.53	\$ 18,128.37	\$ 123.00	\$ 15,867.00	\$ 152.00	\$ 19,608.00	\$ 155.75	\$ 20,091.75
8.	Provide 15-IN ASTM D-3034 SDR 26 PVC Sanitary Sewer by Direct Replacement Open Cut, 12- to 14-FT Depth	91	LF	\$ 150.30	\$ 13,677.30	\$ 127.00	\$ 11,557.00	\$ 172.00	\$ 15,652.00	\$ 167.75	\$ 15,265.25
9.	Provide 15-IN ASTM D-3034 SDR 26 PVC Sanitary Sewer by Direct Replacement Open Cut, 14- to 16-FT Depth	65	LF	\$ 167.13	\$ 10,863.45	\$ 129.00	\$ 8,385.00	\$ 175.00	\$ 11,375.00	\$ 184.75	\$ 12,008.75
10.	Provide 15-IN ASTM D-3034 SDR 26 PVC Sanitary Sewer Interior Drop Connection	1	EA	\$ 9,628.45	\$ 9,628.45	\$ 4,000.00	\$ 4,000.00	\$ 5,500.00	\$ 5,500.00	\$ 7,100.00	\$ 7,100.00
					*\$9,628.48						
11.	Provide 16-IN AWWA C900 Dimension Ratio (DR) 25 PVC Sanitary Sewer by Direct Replacement Open Cut, 0- to 8-FT Depth	604	LF	\$ 152.01	\$ 91,814.04	\$ 138.00	\$ 83,352.00	\$ 130.00	\$ 78,520.00	\$ 155.75	\$ 94,073.00
12.	Remove and Dispose of Existing 6-IN Sanitary Sewer and Provide 6-IN ASTM 3034 SDR 26 PVC Sanitary Sewer by Open, Various Depths	20	LF	\$ 120.67	\$ 2,413.40	\$ 179.00	\$ 3,580.00	\$ 20.00	\$ 400.00	\$ 105.75	\$ 2,115.00
13.	Remove and Dispose of Existing 8-IN Sanitary Sewer and Provide 8-IN ASTM 3034 SDR 26 PVC Sanitary Sewer by Open, Various Depths	5	ILF	\$ 360.59	\$ 1,802.95	\$ 190.00	\$ 950.00	\$ 30.00	\$ 150.00	\$ 100.75	\$ 503.75

No.	Description	Quantity	Unit	RDR Construction Services, LLC 17580 FM 47 Willis Point, TX 75169		D&S Contracting, Inc. P.O. Box 9100 College Station, TX 77842		Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358		Texcon General Contractors 1061 Innovation Drive Bryan, TX 77862	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
14.	Remove and Dispose of Existing 10-IN Sanitary Sewer and Provide 10-IN ASTM 3034 SDR 26 PVC Sanitary Sewer by Open, Various Depths	5	LF	\$ 410.54	\$ 2,052.70	\$ 190.00	\$ 950.00	\$ 30.00	\$ 150.00	\$ 111.75	\$ 558.75
15.	Remove and Dispose of Existing 12-IN Sanitary Sewer and Provide 12-IN ASTM 3034 SDR 26 PVC Sanitary Sewer by Open, Various Depths	6	LF	\$ 454.94	\$ 2,729.70	\$ 204.00	\$ 1,224.00	\$ 35.00	\$ 210.00	\$ 121.75	\$ 730.50
16.	Provide Tracer Wire Snake Pit Station on the Force Main	4	EA	\$ 492.36	\$ 1,969.44	\$ 700.00	\$ 2,800.00	\$ 650.00	\$ 2,600.00	\$ 300.00	\$ 1,200.00
17.	Remove and Dispose of Existing Concrete MHs	7	EA	\$ 2,406.21	\$ 16,843.47	\$ 1,600.00	\$ 11,200.00	\$ 850.00	\$ 5,950.00	\$ 1,500.00	\$ 10,500.00
18.	Provide 5-FT-DIA Precast Concrete MHs	8	EA	\$ 7,377.93	\$ 59,023.44	\$ 8,845.00	\$ 70,760.00	\$ 8,150.00	\$ 65,200.00	\$ 8,400.00	\$ 67,200.00
19.	Provide Additional Vertical Depth for 5-FT-DIA MHs	15	VF	\$ 752.90	\$ 11,293.50	\$ 800.00	\$ 12,000.00	\$ 550.00	\$ 8,250.00	\$ 1,050.00	\$ 15,750.00
20.	Provide 6-FT-DIA Precast Concrete MHs	1	EA	\$ 12,403.45	\$ 12,403.45	\$ 10,005.00	\$ 10,005.00	\$ 12,500.00	\$ 12,500.00	\$ 12,100.00	\$ 12,100.00
21.	Provide 4-IN Service Lateral, INCL Connection to MH, Cleanout, and Cleanout Box	1	EA	\$ 2,968.45	\$ 2,968.45	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,300.00	\$ 5,300.00
22.	Provide 4-IN Service Lateral, INCL Connection to Main, Cleanout, and Cleanout Box	14	EA	\$ 3,978.10	\$ 55,693.40	\$ 1,450.00	\$ 20,300.00	\$ 3,000.00	\$ 42,000.00	\$ 5,720.00	\$ 80,080.00
23.	Provide 8-IN AWWA C-900 DR 18 PVC Water Line Relocation and Lowering	40	LF	\$ 476.59	\$ 19,063.60	\$ 220.00	\$ 8,800.00	\$ 100.00	\$ 4,000.00	\$ 638.75	\$ 25,550.00
24.	Provide All Equipment to Perform Temporary Bypass Pumping or Storage (Throughout Sewer Direct Replacement)	1	LS	\$ 6,853.45	\$ 6,853.45	\$ 10,000.00	\$ 10,000.00	\$ 71,000.00	\$ 71,000.00	\$ 90,000.00	\$ 90,000.00

			RDR Construction Services, LLC 17580 FM 47 Willis Point, TX 75169		D&S Contracting, Inc. P.O. Box 9100 College Station, TX 77842		Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358		Texcon General Contractors 1061 Innovation Drive Bryan, TX 77862	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price
25.	Remove and Replace Trench-Width Asphalt Pavement	1,800	LF	\$ 67.33	\$ 121,194.00	\$ 46.00	\$ 82,800.00	\$ 30.00	\$ 54,000.00	\$ 72.00
26.	Provide Install Trench Safety, 5 to 10 FT	521	LF	\$ 4.72	\$ 2,459.12	\$ 4.00	\$ 2,084.00	\$ 6.00	\$ 3,126.00	\$ 1.00
27.	Provide Trench Safety, +10 FT	285	LF	\$ 15.67	\$ 4,465.95	\$ 5.00	\$ 1,425.00	\$ 8.00	\$ 2,280.00	\$ 2.00
28.	Furnish and Install Traffic Control in Accordance to the TMUTCD	1	LS	\$ 12,403.45	\$ 12,403.45	\$ 19,600.00	\$ 19,600.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00
29.	Provide erosion Control, Site Restoration, Seeding, and Cleanup	1	LS	\$ 12,403.45	\$ 12,403.45	\$ 8,000.00	\$ 8,000.00	\$ 25,000.00	\$ 25,000.00	\$ 57,800.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 29					\$ 818,043.95		\$ 754,912.00		\$ 752,932.00	\$ 1,060,192.50
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 29					*\$ 818,044.81		\$ 754,912.00		\$ 752,932.00	\$ 1,060,192.50

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by 



Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937
www.strand.com

February 7, 2023

Ms. Debbie Gaffey, Public Utilities General Manager
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: 2022 Sanitary Sewer Improvements–Stone Hollow Force Main and
Ralston Creek Gravity Sewer Crossing
Project No. 2021-06-B
City of Brenham, Texas

Dear Ms. Gaffey:

Bids for the above-referenced Project were opened on February 1, 2023. Four bids were received with the resulting Bid tabulation enclosed.

D&S Contracting, Inc. of College Station, Texas, was the apparent low Bidder with a combined total Base Bid of \$924,932. The Bid included a Bid Bond for 5 percent and Addenda Nos. 1 and 2 were acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has not had previous experience with D&S Contracting, Inc.

If you determine that D&S Contracting, Inc. is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 16 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Ryan D. Tinsley, P.E., ENV SP

Enclosure

TBPE No. F-8405
TBPLS No. 10030000

3900.2534.GA:le\RR\Documents\Specifications\Archive\2023\Brenham, City of\3900.253.2021-06-B.RDT\16) Specification Letters\6) Resulting Bid Tabulation\020723.docx



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and McCord Engineering, Inc. Related to the 2023 Lower Colorado River Authority (LCRA) Load Shedding Upgrade and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 16, 2023

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

LCRA's Transmission Service Corporation controls the load-shedding for the City of Brenham when required by ERCOT. Winter Storm Uri heightened the need to improve how LCRA responds to load-shed events. Currently, Substation Power Transformers are used which will be replaced with local feeder circuits to respond more efficiently during such events. McCord Engineering will verify and update the existing City of Brenham control panel's wiring to ensure they are accurate. McCord will provide a complete set of drawings to LCRA for the installation of load shed panels between panels. This is not a budgeted project; however it will be reimbursed by LCRA Transmission Service Division. The cost for this project is \$57,000.00.

ATTACHMENTS:

- (1) McCord Load Shedding PSA
- (2) McCord Proposal

RECOMMENDED ACTION:

Approve a Professional Services Agreement between the City of Brenham and McCord Engineering, Inc. related to the 2023 Lower Colorado River Authority (LCRA) Load Shedding Upgrade, in an amount not to exceed \$57,000.00 and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
LCRA LOAD SHEDDING UPGRADE 2023**

**THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §**

THIS AGREEMENT made on the _____ day of _____, 2023 entered into, and executed by and between the City of Brenham, Texas (the “City”), a municipal corporation of the State of Texas, and McCord Engineering, Inc. (“Engineer”).

WITNESSETH:

WHEREAS, the City desires to provide Lower Colorado River Authority (LCRA) load shedding abilities during times of emergencies when dictated by ERCOT at two of the City’s substations namely, Brenham North and Brenham South; and

WHEREAS, the services of a professional engineering firm are necessary to provide as-builts of the existing stations and construction drawing packages to interconnect with LCRA’s load shed relays, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the City;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment “A” attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as “Scope of Services,” and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior written approval of the City Manager. The City shall be under no obligation to pay for services rendered not identified in Attachment “A” without prior written authorization from the City Manager.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services is 90 calendar days beginning from the execution date of this Agreement. Upon written request of Engineer, the City Manager may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be performed hereunder and Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed **\$57,000** as further identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

McCord Engineering, Inc.
916 Southwest Parkway East
College Station, TX 77840
Attn: Rex N. Woods, P.E.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Brenham
200 W. Vulcan St.
Brenham, TX 77833
Attn: Alton Sommerfield

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment “A,” contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment “A,” this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City Manager, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment “A.” These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment “A,” up to the amount authorized in writing by the City Manager.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer’s standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

SECTION XVI INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment “B,” for protection from workers’ compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims

or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the services covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Washington County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the Mayor of said City and attested by the City Secretary and Infrastructure Management Services, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2023.

ENGINEER:

McCord Engineering, Inc.

By: _____

Name: Rex N. Woods, P.E.

Title: President

CITY OF BRENHAM, TEXAS

Milton Y. Tate Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

ATTACHMENT “A”

PART A - SCOPE OF SERVICES

Description of Project

The Project generally is described as LCRA Load Shedding Upgrades 2023.

I. SCOPE AND OBJECTIVE

A. Scope - Phase 1: As-Built Services

Engineer to provide engineering services to:

1. Collect on-site redlines from respective substation and any office redlines that LCRA or City may have in their possession.
2. Verify cables & wire colors on all terminal blocks, equipment on relay panels (listed below).
3. Verify Part number of various breakers and confirm if vendor drawings reflect actual field equipment.
4. Identify discrepancies in wiring drawings and determine corrective actions accordingly.
5. Verify breaker CT ratios in the field and update prints, as needed.

B. Scope – Phase 2: Issued for Construction Drawing Package

Engineer to provide engineering services to:

1. Update City’s drawings to reflect provisions for the following:
 - a. Trip, Close and block close capabilities for new LCRA load shedding relays.
 - b. Current Transformer and Potential Transformer wires connected in series and parallel respectively with City’s circuits from the respective feeder circuits.
 - c. Normally open contact (52a) status from each breaker to be sent to LCRA’s load shed relays.
 - d. The aforementioned scope will be carried out for the following breakers and respective panels:

Brenham North:

Panel 4 (BN-52, BN-62, BN-92, BN-112)

Panel 5 (BN-102)

Brenham South:

Panel 8 – BM-40, BM-50, BM-140, BM-150

Panel 9 – BM-110, BM-120, BM-130, BM-160

2. **Assumptions**

- a. City/LCRA is to:
 - i. Provide the latest R&C prints available for the station as requested by Engineer; within reason that is applicable to the project scope.
 - ii. Allow reasonable access to the substation when needed to perform services as requested.
 - iii. Provide project drawings for phase 2 for installation of LCRA load shedding panel to reflect connections between panels.
- b. Bid documents and construction inspection has not been included as part of this proposal.
- c. All CT and PT connections will be connected in series/parallel with existing circuits and does not warrant need for additional conduit/cables from equipment in the field.
- d. All trip, close, block close, and 52a connections do not warrant need for additional conduit/cables from equipment in the field.
- e. Point to point checks for wiring on each panel will not be done. It is assumed that discrepancies on the drawings with actual field connections are within reason and does not include major changes such as different breaker manufacturer resulting in major updates on multiple drawings.

C. **Engineering Deliverables**

Engineer shall provide a complete set of AutoCAD 2015 & PDF substation drawings marked “Issued for Information Only” for Phase 1 and stamped “Issued for Construction” for Phase 2, as needed. The package will include the demo and install relay and control drawings necessary for the project.

PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this Agreement. If services beyond those specifically identified are determined necessary during the project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City Manager of the City of Brenham.

Engineer proposes the compensation and terms for the furnishing of engineering services for this project shall be a Not to Exceed Proposal of **\$57,000**. Engineer shall invoice City monthly according to Engineer's current fee schedule for work completed. For review and consideration, the cost for this project is as follows:

Design Engineering Breakdown	NTE Price Proposal
Phase 1: As-built Services	\$13,000
Phase 2: IFC Drawing package	\$44,000
Total	\$57,000



McCORD
ENGINEERING, INC.

McCord Engineering, Inc.
916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356 Fax (979) 764-9644

CONFIDENTIAL

To: City of Brenham

January 1, 2023

FEE SCHEDULE

A. Engineering Services Rendered

1. Mileage in accordance with the current IRS rate.
2. Out of pocket expenses (Meals, Motel, Postage, Printing, etc.) - at cost.
3. Salaries and Wages - Below is our current hourly rates by position title for MEI personnel. These rates are valid for one year.

Registered Professional Engineers

Level 1	\$100.00-\$175.00
Level 2	\$175.00-\$250.00
Level 3	\$250.00-\$325.00

Engineering Technician/Project Managers

Level 1	\$45.00-\$100.00
Level 2	\$100.00-\$150.00
Level 3	\$150.00-\$200.00
Level 4	\$200.00-\$250.00

Field Services Technician

Level 1	\$45.00-\$65.00
Level 2	\$65.00-\$85.00
Level 3	\$85.00-\$105.00
Level 4	\$105.00-\$125.00
Level 5	\$125.00-\$150.00

Administrative

Level 1	\$25.00-\$75.00
Level 2	\$75.00-\$150.00
Level 3	\$150.00-\$200.00

Our services are billed on a monthly basis with payment due net 30 days.

ATTACHMENT “B”

INSURANCE



MCCOENG-01

DANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anco Insurance PO Box 3889 Bryan, TX 77805	CONTACT NAME: Dana Hosea, ACSR, CIC	
	PHONE (A/C, No, Ext): (979) 774-6517	FAX (A/C, No): (979) 774-5372
	E-MAIL ADDRESS: hosea@anco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Co.	20508
INSURED McCord Engineering Inc. 916 Southwest Pkwy East College Station, TX 77840	INSURER B : Continental Casualty Co.	20443
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			B7013633066	1/2/2023	1/2/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BUA7018208343	1/2/2023	1/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			B7013633083	1/2/2023	1/2/2024	EACH OCCURRENCE \$ 9,000,000
							AGGREGATE \$ 9,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below			0001262414	1/2/2023	1/2/2024	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Brenham
P. O. Box 1059
Brenham,, TX 77834-1059

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND
BLANKET WAIVER OF SUBROGATION**

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
 - a. **"Bodily injury"** or **"property damage"**; or
 - b. Offense that caused the **"personal and advertising injury"**;
 for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf,
 in the performance of your ongoing operations specified in the written contract or written agreement; or
 - c. **"Your work"** that is specified in the written contract or written agreement, but only for **"bodily injury"** or **"property damage"** included in the **"products-completed operations hazard,"** and only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. The insurance provided to the additional insured does not apply to **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of construction or demolition work while you are acting as a construction or demolition contractor.

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- C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
 - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

- D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **1.** through **4.** above;

- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph 2. and replace it with the following:

- 2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or **"your work"** done under a contract with that person or organization and included within the **"products-completed operations hazard."**

All other terms and conditions of the Policy remain unchanged.

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: McCord Engineering Inc

Endorsement Effective Date: 01/02/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization that the Named Insured is obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7018208343

Policy Effective Date: 01/02/2022

Policy Page: 47 of 115



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: McCord Engineering Inc

Endorsement Effective Date: 01/02/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us. You must agree to that requirement prior to an accident or loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7018208343

Policy Effective Date: 01/02/2022

Policy Page: 44 of 115

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 1/2/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001262414 of Texas Mutual Insurance Company effective on 1/2/23

Issued to: MCCORD ENGINEERING INC



Authorized representative

This is not a bill

NCCI Carrier Code: 29939

12/29/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	CONTACT NAME: Deanna Dyer PHONE (A/C, No, Ext): 713-552-1900 E-MAIL ADDRESS: ddyer@riskspecialtygroup.com FAX (A/C, No): 713-513-5411
INSURED McCord Engineering, Inc. 916 Southwest Parkway East College Station TX 77840	INSURER(S) AFFORDING COVERAGE INSURER A : RLI Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 13056

COVERAGES**CERTIFICATE NUMBER:** 1953935885**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability "claims made"			RDP0047528	6/25/2022	6/25/2023	Per Claim Limit \$2,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Brenham
P.O. Box 1059
Brenham TX 77834

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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McCORD
ENGINEERING, INC.

McCord Engineering, Inc.

916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356 Fax (979) 764-9644

Specific Project Proposal

for

City of Brenham

LCRA Load Shedding Upgrades

2023

BR-17

January 26, 2023



McCord Engineering, Inc.
916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356 Fax (979) 764-9644

SPECIFIC PROJECT PROPOSAL
City of Brenham
LCRA Load Shedding Upgrade 2023

McCord Engineering, Inc. (hereinafter called “MEI”) defines the scope and objective of this proposed project for City of Brenham (hereinafter called “COB”) hereafter.

I. SCOPE AND OBJECTIVE

A. Scope - Phase 1: As-Built Services

MEI to provide engineering services to:

1. Collect on-site redlines from respective substation and any office redlines that LCRA or COB may have in their possession.
2. Verify cables & wire colors on all terminal blocks, equipment on relay panels (listed below).
3. Verify Part number of various breakers and confirm if vendor drawings reflect actual field equipment.
4. Identify discrepancies in wiring drawings and determine corrective actions accordingly.
5. Verify breaker CT ratios in the field and update prints, as needed.

B. Scope – Phase 2: Issued for Construction Drawing Package

MEI to provide engineering services to:

1. Update COB’s drawings to reflect provisions for the following:
 - a. Trip, Close and block close capabilities for new LCRA load shedding relays.
 - b. Current Transformer and Potential Transformer wires connected in series and parallel respectively with COB’s circuits from the respective feeder circuits.
 - c. Normally open contact (52a) status from each breaker to be sent to LCRA’s load shed relays.

- d. The aforementioned scope will be carried out for the following breakers and respective panels:

Brenham North:

Panel 4 (BN-52, BN-62, BN-92, BN-112)

Panel 5 (BN-102)

Brenham South:

Panel 8 – BM-40, BM-50, BM-140, BM-150

Panel 9 – BM-110, BM-120, BM-130, BM-160

2. **Assumptions**

- a. COB/LCRA is to:
 - i. Provide the latest R&C prints available for the station as requested by MEI; within reason that is applicable to the project scope.
 - ii. Allow reasonable access to the substation when needed to perform services as requested.
 - iii. Provide project drawings for phase 2 for installation of LCRA load shedding panel to reflect connections between panels.
- b. Bid documents and construction inspection has not been included as part of this proposal.
- c. All CT and PT connections will be connected in series/parallel with existing circuits and does not warrant need for additional conduit/cables from equipment in the field.
- d. All trip, close, block close, and 52a connections do not warrant need for additional conduit/cables from equipment in the field.
- e. Point to point checks for wiring on each panel will not be done. It is assumed that discrepancies on the drawings with actual field connections are within reason and does not include major changes such as different breaker manufacturer resulting in major updates on multiple drawings.

C. **Engineering Deliverables**

- 1. MEI shall provide a complete set of AutoCAD 2015 & PDF substation drawings marked “Issued for Information Only” for Phase 1 and stamped “Issued for Construction” for Phase 2, as needed. The package will include the demo and install relay and control drawings necessary for the project.

II. COST ESTIMATE FOR DELIVERABLES

MEI proposes the compensation and terms for the furnishing of engineering services for this project shall be a Not to Exceed Proposal of **\$57,000**. MEI shall invoice COB monthly according to MEI's current fee schedule for work completed. For review and consideration, the cost for this project is as follows:

Design Engineering Breakdown	NTE Price Proposal
Phase 1: As-built Services	\$13,000
Phase 2: IFC Drawing package	\$44,000
Total	\$57,000

III. PROPOSED SCHEDULE

- A. Engineering Contract Start Date **January 27, 2023**
- B. COB/LCRA to Deliver AutoCAD Drawings **January 27, 2023**
- C. Send As-built package **February, 2023**
- D. Send IFC package **April, 2023**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

City of Brenham
Client

McCord Engineering, Inc.
Engineer

By _____

By  _____

Name _____

Name Rex N. Woods, P.E., President

Date _____

Date 1-26-2023



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon a License Agreement between the City of Brenham and Brenham Market Square, LP Related to the Construction of a Multi-Tenant Pylon Ground Sign and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 16, 2023

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

Brenham Market Square includes a 50+ acre multi-use commercial development located at the intersections of South Market Street, Cantey Street and the US 290 Feeder Road. Within the development are the extensions of two new streets which are currently under construction and includes Nolan Street, and the southern extension of Ryan Street.

Brenham Market Square is planning to locate their main development multi-tenant sign in the median of the Ryan Street right-of-way. The signage is planned to be a 35' pylon sign that has been conceptually reviewed by Development Services as part of an overall approved Master Sign Plan. The 35' pylon sign is planned to include tenant signage including Academy, Chick-Fil-A and space for additional tenants within the development.

With the sign planned to be located in the City of Brenham right-of-way a license agreement between the City of Brenham and Brenham Market Square is required. Attached please find a license agreement and exhibit denoting the location of the pylon sign for Council consideration. Staff recommends approval of the license agreement for the sign to be constructed in the Ryan Street right-of-way for the Brenham Market Square development. The license agreement includes the City's standard terms including adherence to adopted codes, insurance requirements, and maintenance responsibility of the signage by Brenham Market Square.

ATTACHMENTS:

(1) Final License Agreement

RECOMMENDED ACTION:

Approve a license agreement between the City of Brenham and Brenham Market Square, LP, related to the construction of a multi-tenant pylon ground sign and authorize the Mayor to execute any necessary documentation.

STATE OF TEXAS

§

§

LICENSE AGREEMENT

COUNTY OF WASHINGTON §

THIS AGREEMENT is made by and between City of Brenham, a Texas home-rule municipality (hereinafter referred to as "City") and Brenham Market Square LP, a Texas Limited Partnership (hereinafter referred to as "Licensee") acting by and through its authorized representative.

WITNESSETH:

WHEREAS, Licensee owns the real property and improvements commonly referred to as the Brenham Market Square Subdivision near the intersection of the westbound frontage road of US-290 and Ryan Street in Brenham, Texas (the "Property"); and

WHEREAS, Licensee constructed or caused to be constructed an entry pylon sign structure and signage improvement (hereinafter referred to as the "Improvements") which encroaches within a portion of the City's Ryan Street right-of-way (said portion of the right-of-way sometimes referred to herein as the "Licensed Premises") as shown on the attached Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, Licensee has requested the City allow the use and occupancy of the said portion of the Ryan Street right-of-way (Licensed Premises) for Licensee's Improvements;

WHEREAS, the Licensee has agreed as consideration for such license to indemnify the City for any damages or injuries that may result as a result of the encroachment and has further agreed that no enlargement, expansion or alternation shall be made to the Improvements without the written approval of the City;

NOW THEREFORE, in consideration of the sum of Ten No/100 Dollars (\$10.00) and the covenants contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of License: Consideration:** City hereby grants Licensee a non-exclusive, revocable license for the purpose of allowing the Improvements to encroach within the Licensed Premises as shown on Exhibit "A" and for the Licensee to maintain and use the Improvements within the Licensed Premises to the extent of the existing encroachment. As consideration for the grant of this License the Licensee agrees that the Improvements shall not be expanded, enlarged or altered in any way without the prior written approval of the City. Licensee shall secure all necessary permits, licenses and approvals from all appropriate departments, agencies, boards or commissions of the City or other governmental entity as required by applicable law. Licensee acknowledges and agrees that they accept this license to enter the Licensed Premises in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition, including all defects known or unknown, and the City makes no representation or warranty, express or implied, as to (a) any encumbrances, restrictions and conditions which may affect the Licensed Premises, (b) the nature or condition of the Licensed Premises for installation and operation of the Improvement, and (c) compliance of the Improvement with applicable Building Codes. Licensee is relying on its own independent investigation of the condition of the Licensed Premises in entering this Agreement.

2. **Term:** The term of this License shall be perpetual, subject, however, to termination as provided herein.

3. **Non-exclusive:** The License granted by this Agreement is nonexclusive and is subject to any existing utility, drainage or communications facilities located in, on, under or upon the Ryan Street right-of-way, any utility or communication company, public or private, to all vested rights presently owned by any utility or communication company, public or private for the use of the Ryan Street right-of-way for facilities presently located within the boundaries of the right-of-way and to any existing lease, license, or other interest in the Ryan Street right-of-way granted by City to any individual, corporation or other entity, public or private.

4. **Assignment:** Licensee may assign its rights and obligations under this Agreement to CS Market Square Brenham Property Owners Association, Inc., a Texas non-profit corporation ("POA"). If Licensee chooses to exercise this right, it shall require the POA, by written instrument recorded in the Official Records of Washington County, Texas, to expressly assume and warrant to perform this Agreement in the same manner and to the same extent that the Licensee would be required to perform it if no such assignment had taken place, in which event the POA shall be the licensee hereunder and Licensee shall be relieved of all obligations and liability as of the date of such assignment. Any assignment not expressly permitted herein shall be null and void unless prior written consent has been received from the City.

5. **Environmental Protection:** Licensee shall not use or permit the use of the Licensed Premises for any purpose that may be in violation of any environmental laws or regulations, and any amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee warrants that the permitted use of the Licensed Premises will not result in the disposal or other release of any hazardous substance or solid waste in, on, upon, under or to the Licensed Premises, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged in, on, upon, under or onto the Licensed Premises or property adjoining the Licensed Premises by Licensee. The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. **Licensee shall indemnify and hold City harmless against all costs, expenses, fines, and fees related to environmental cleanup of the Licensed Premises and surrounding the Licensed Premises resulting, directly or indirectly, from Licensee's use of the Licensed Premises under this License., except to the extent caused by the City's negligence or willful misconduct.**

6. **Mechanic's liens not permitted:** Licensee shall fully pay for all of Licensee's labor and materials used in, on or about the Licensed Premises and will not permit or suffer any mechanic's or material man's liens of any nature be affixed against the Licensed

Premises by reason of any work done or materials furnished to the Licensed Premises at Licensee's instance or request.

7. **Future City use:** This License is made expressly subject and subordinate to the right of City to use the Licensed Premises for any public purpose whatsoever; provided that the City shall not cause damage to Licensee's Improvements. In the event that City shall, at any time subsequent to the date of this Agreement, at its sole discretion, determine that the relocation or removal of the Improvements shall be necessary or convenient for City's use of the Licensed Premises, Licensee shall at its sole cost and expense make or cause to be made such modifications or relocate said Improvements so as to not interfere with the City's or City's assign's use of the Licensed Premises. A minimum of sixty (60) days written notice for the exercise of the above action shall be given by City and Licensee shall promptly commence to make the required changes and complete them as quickly as possible, or Licensee shall reimburse City for the cost of making such required changes.

8. **Insurance:** At all times during the Term of this Agreement, the Licensee shall procure and maintain insurance in the types and amounts as specified below. Licensee shall, at its sole cost and expense, procure and maintain in full force and effect, for the Term of the License Agreement, covering its obligations under this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from insurers authorized to do business in the State of Texas and reasonably acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis.

(i) **EMPLOYERS LIABILITY**

- (a) Employers Liability: \$100,000 each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit -Bodily Injury by Disease.
- (b) All States coverage and Texas Endorsement.

(ii) **GENERAL LIABILITY INSURANCE**

- (a) Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;
- (b) Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as insureds; cross liability; and broad form property damage (including loss of use) liability.

The City of Brenham, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance Policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them. The City reserves the right to require Licensee to furnish certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days prior written notice to Licensee.

Certificates of insurance evidencing the required coverage shall be submitted to the City Secretary, City of Brenham, 200 W. Vulcan Street, Brenham, Texas 77833 within ten (10) days after the Effective Date of this Agreement. Licensee shall furnish certified copies of the original policies of all insurance required under this Agreement, at any time, within ten (10) days after written request by the City.

All insurance policies shall provide for a least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or not renewed. At least ten (10) days prior to the expiration of each policy, Licensee shall deliver to the City a Certificate of Insurance evidencing a replacement policy to become effective immediately upon the termination of the previous policy.

The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in this Agreement by Licensee to City, its officers, employees, and agents, or to limit Licensee's liability under this Agreement to the limits of the policies of insurance required to be maintained by Licensee hereunder.

9. **Duration of License:** This License shall continue until terminated in accordance with the terms of this Agreement. This License shall terminate and be of no further force and effect in the event Licensee shall permanently discontinue or abandon the use of the Improvements, or in the event Licensee shall remove the Improvements from the Licensed Premises (except in the event of a relocation requested or required by the City), or upon termination of the License by City in accordance with the terms of this Agreement, whichever event first occurs, then this Agreement shall be of no further effect.

10. **Compliance with laws:** Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee.

11. **Indemnification:** Licensee shall defend, protect and keep City forever harmless and indemnified against and from any penalty, or any damage, or charge, imposed for any violation of any law, ordinance, rule or regulation arising out of the use of the Licensed Premises by the Licensee, whether occasioned by the neglect of Licensee, its employees, officers, agents, volunteers, contractors or assigns or those holding under Licensee, except when caused by the willful misconduct or negligence of City. Licensee shall at all times defend, protect and indemnify and it is the intention of the parties hereto that Licensee hold City harmless against and from any and all loss, cost, damage, or expense, including reasonable attorney's fees, arising out of or from any accident or other occurrence on or about the Licensed Premises causing personal injury, death or property damage resulting from use of the Licensed Premises by Licensee, its agents, employees, volunteers, students and invitees, except when caused by the willful misconduct or negligence of City, its officers, employees or agents, and only then to the extent of the proportion of any fault determined against City for its willful misconduct or negligence. Except when caused by the willful misconduct or negligence of City, Licensee shall at all times defend, protect, indemnify and hold City harmless against and from any and all loss, cost, damage, or expense, including reasonable attorney's fees arising out of or from any and all claims or causes of action

resulting from the Licensee's use of the Licensed Premises and for any failure of Licensee, its officers, employees, agents, volunteers, contractors or assigns in any respect to comply with and perform all the requirements and provisions hereof.

12. **Action upon termination:** At such time as this License may be validly terminated in accordance with Section 13 below, Licensee, upon request by City, shall remove all Improvements and appurtenances owned by it, situated in, under, on, or within the Licensed Premises and shall restore such Licensed Premises to substantially the condition of the Licensed Premises prior to the Licensee's encroachment at Licensee's sole expense. This paragraph 12 shall survive termination of the License and termination of this Agreement.

13. **Termination:** This Agreement may be terminated in any of the following ways:

- a. Written agreement of both parties;
- b. By City giving Licensee sixty (60) days prior written notice;
- c. By City upon failure of Licensee to perform its obligations as set forth in this Agreement and such failure continues 10 days after Licensee's receipt of written notice from City of such failure;
- d. By Licensee permanently abandoning the Licensed Premises.

14. **Notice:** All notices, requests, and other communications under this Agreement shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight or hand delivery service with receipt requested, and addressed to Licensee as provided on the first page of this Agreement, or at such other address as Licensee may specify, and to the City as follows:

City Manager
City of Brenham
200 W. Vulcan Street
Brenham, Texas 77833

Brenham Market Square LP
Attn: Paul J. Leventis
1722 Broadmoor Drive, Suite 212
Bryan, TX 77802

15. **Governing law:** This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in a court of competent jurisdiction in Washington County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

16. **Exhibits.** Any and all exhibits attached to this Agreement are incorporated herein by reference.

17. **Binding effect:** This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors and assigns.

18. **Entire Agreement:** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Licensed Premises and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.

19. **Recitals:** The recitals to this Agreement are incorporated herein by reference.

EXECUTED and effective this _____ day of _____, 2023.

LICENSOR: CITY OF BRENHAM

Date: _____

Hon. Milton Y. Tate, Jr., Mayor
City of Brenham, Texas

ATTEST:

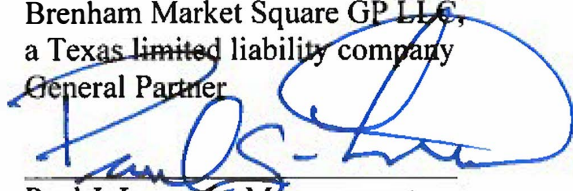
Jeana Bellinger, TRMC, City Secretary
City of Brenham, Texas

LICENSEE: Brenham Market Square, LP

Date: 2/10/23

By: Brenham Market Square GP LLC,
a Texas limited liability company

Its: General Partner

By: 
Paul J. Leventis, Manager

ATTEST:

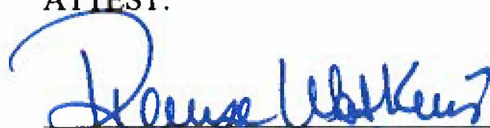
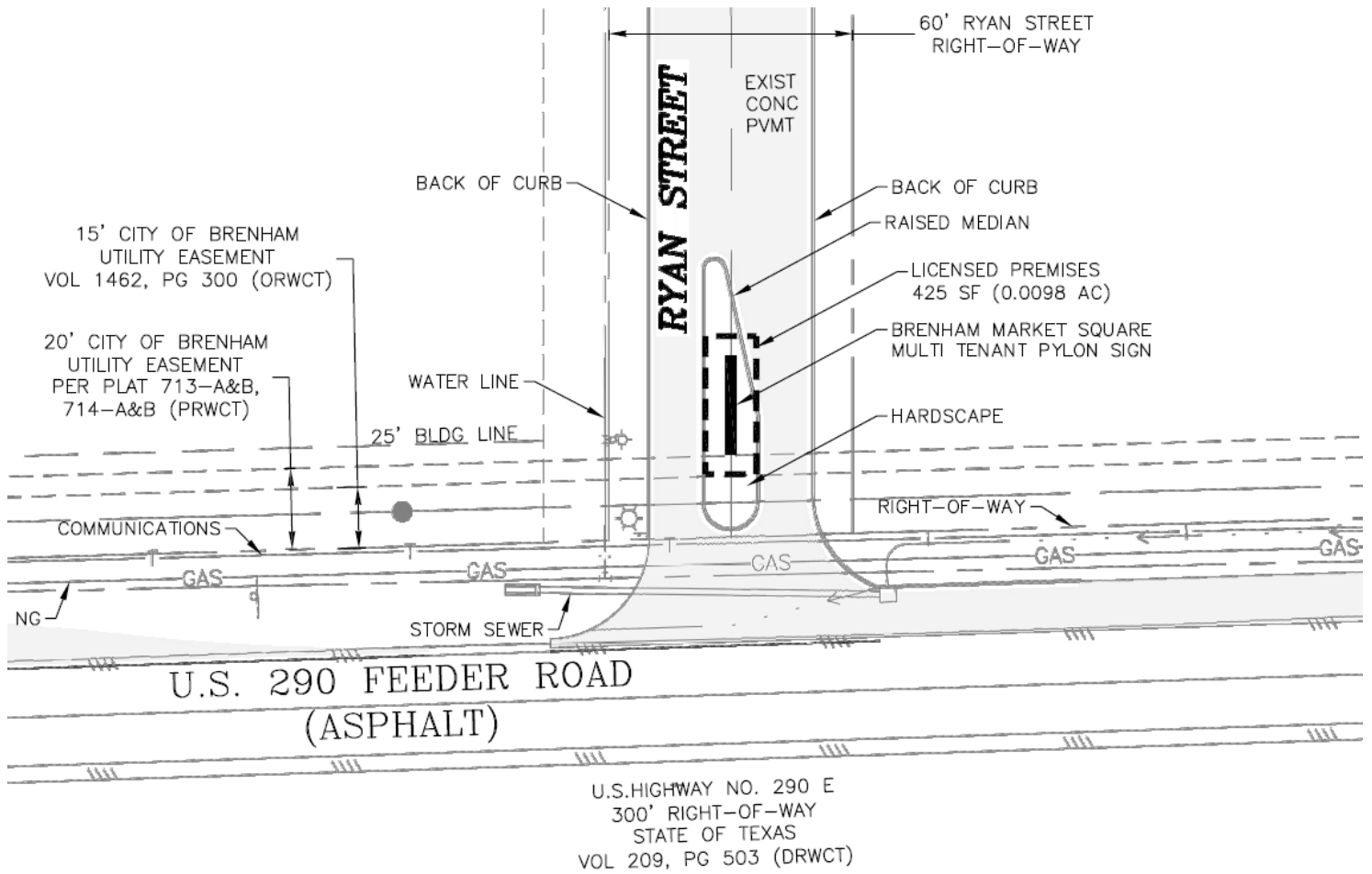

By: Denise Watkins
Title: Contracts Administrator

EXHIBIT "A"





Regular City Council
AGENDA ITEM 13.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas

Meeting Type: Regular Meeting-February 16, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.



Regular City Council
AGENDA ITEM 14.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Management Agency, and Associated Matters

Meeting Type: Regular Meeting-February 16, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.