



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MAY 15, 2025 AT 1:00 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 - Mayor Atwood Kenjura**
- 3. Administer Oaths of Office to Elected Officials and Issue Certificates of Election for Council Position:**
 - ◆ **Place 1 - Ward 1 (4-Year Term): Steve Soman**
 - ◆ **Place 3 - Ward 3 (4-Year Term): Dr. Paul F. LaRoche, III**
 - ◆ **Place 5 - At Large (4-Year Term): Clint T. Kolby**
 - ◆ **Place 6 - At Large (4-Year Term): Leah Cook**
- 4. Retirement Recognition - Jennifer Eckermann, Tourism & Marketing**
- 5. Special Presentation by the City of Brenham Community Services Grant Recipient - Brenham Next**
- 6. Citizen Comments**

CONSENT AGENDA

7. 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.

7.a. Approve the Minutes from the May 1, 2025 Regular City Council Meeting

WORK SESSION

8. Presentation and Discussion on Pending Public Finance Legislation

REGULAR SESSION

- 9. Discuss and Possibly Act Upon Resolution No. R-25-017 Authorizing the Acceptance of Public Infrastructure Improvements for the Saeger Street Right-of-Way adjacent to the Wilkins Valley Subdivision**
- 10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedules for the City of Brenham Water Utility Services and Authorize the Mayor to Execute Any Necessary Documentation**
- 11. Discuss and Possibly Act Upon the Acceptance of a Donation from The Fortnightly Club for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation**
- 12. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Michael Baker International Inc. Related to Engineering and Design Services for the Extension of Aviation Way at the City of Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**
- 13. 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 salutary 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.

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 agenda of items to be considered by the City of Brenham City Council on Thursday, May 15, 2025, was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, May 12, 2025 at 12:15 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 _____, 2025 at _____ a.m./p.m.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, May 1, 2025 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Atwood Kenjura
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Paul LaRoche
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Interim Police Chief Gott, Development Services Director Stephanie Doland, Director of Tourism and Marketing Jennifer Eckermann, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Kyle Branham, Shauna Laauwe, Leigh Linden, Kim Hodde, Richard O'Malley, Debbie Gaffey, Angeline Howard, Krisiti Jackson, JoAnne Hynes, Nancy Stafford, Nancy Joiner, Terrence Johnson, Gabriel Duran, Jason Derrick, Alex Saenz, and Steven Eilert.

Citizens/Others Present:

None

Media Present:

Joshua Blaschke with KWHI, and Sarah Forsythe with Brenham Banner Press.

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

- ◆ **Carolyn Miller, City Manager - 20 Years**

4. Proclamations

- ◆ **National Peace Officers Memorial Week**

5. Citizen Comments

No citizen comments were heard.

CONSENT AGENDA

6. Statutory Consent Agenda

- 6.a. Approve the Minutes from the April 17, 2025, Regular City Council Meeting**
- 6.b. Approve Ordinance No. O-25-006 on Its Second Reading Amending the City of Brenham's FY24-25 Adopted Budget**
- 6.c. Approve Ordinance No. O-25-007 on its Second Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham, Texas (Case No. TEXT AMEND-25-001) to Include:**
 - **Appendix A: Zoning, Part I, Division 1, Section 5.02, Definitions, to Define Smoke Shop and Vape Shop Uses, to Include Distance Requirements; and**
 - **Appendix A: Zoning, Part II, Division 2, Section 4.02, Permitted Uses Within the B-2 Commercial, Research and Technology District, to Include Smoke Shop and Vape Shop as Permitted Uses**
- 6.d. Discuss and Possibly Act Upon Resolution No. R-25-013 Related to an Agreement Between the City of Brenham and the Texas Department of Transportation for the Temporary Closure of the State Right-of-Way in Connection with the 2025 Downtown Summer Concert Series, Hot Nights, Cool Tunes to be Held on July 5, 12, 19, and 26, 2025**

A motion was made by Councilmember Wright and seconded by Councilmember LaRoche to approve Consent Agenda Items 6.a. through 6.c. as presented and the substitution Resolution for Consent Agenda Item 6.d.

Mayor Kenjura called for a vote. The motion passed with Council voting as follows:

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

REGULAR SESSION

7. Discuss and Possibly Act Upon Resolution No. R-25-014 Authorizing the Acceptance of Public Infrastructure Improvements for the Timber Oaks Subdivision, Phase 4

Director of Development Services Stephanie Doland presented this item. Doland explained that Timber Oaks is a residential neighborhood located southwest of the intersection of Old Mill Creek and Oak Tree Crossing. Doland advised that in December 2024 a permit was issued to convert an existing dead-end, "T" intersection, into a cul-de-sac. Doland explained that when the original subdivision was designed a "T" intersection was constructed to allow for the extension of streets into an additional phase of the neighborhood. Doland advised that, since that time, the property once planned to be additional phases of a residential subdivision has been sold to Blinn College for a sports complex and therefore, the subdivision developer desired to transition the "T" intersection into a cul-de-sac to allow for additional road frontage to plat five additional residential lots.

Doland advised that, following the issuance of a permit for public infrastructure, Collier Construction has completed the paving improvements for the cul-de-sac and an infrastructure acceptance inspection was completed. Doland stated that the recommended infrastructure acceptance is right-of-way paving for the cul-de-sac only, since utilities were already in place for this subdivision.

Doland advised that the public infrastructure improvements valued at approximately \$70,230 have been constructed and inspected according to the City ordinances and regulations and are ready for acceptance.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to approve Resolution No. R-25-014 authorizing the acceptance of Public Infrastructure Improvements for the Timber Oaks Subdivision Phase 4.

Mayor Kenjura called for a vote. The motion passed with Council voting as follows:

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

8. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- May 2nd - Maifest Coronation
- May 3rd - Maifest Parade at 10:30 a.m.
- May 3rd - Election Day
- May 13th - Special City Council Meeting - Election Canvass
- May 15th - Regular City Council Meeting

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting
AGENDA ITEM 8

Agenda Item: Presentation and Discussion on Pending Public Finance Legislation

Meeting Date: May 15, 2025

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

HB 19 is pending legislation that would limit a City's ability to issue Certificates of Obligation (COs.) Attached is the presentation we will review regarding this legislation.

ATTACHMENTS:

1. Public Finance Legislation Presentation

RECOMMENDATION:

No action - work session only.

	PUBLIC FINANCE BILL OF INTEREST MAY 15, 2025	

1

Agenda HB19 Recap Drainage Projects General Fund Utilities Council Decision	
	2

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	• If passed, HB19 will be effective 9/1/25 • Limits municipality's ability to issue Certificates of Obligation (COs) • COs can no longer be paid from the I&S tax rate/Debt Service Fund • COs for General Fund purposes must be paid for from O&M tax, which is not practical • It appears self-supporting COs can still be issued • To use I&S tax rate, must issue General Obligation bonds • Super majority voter approval required (60% of those voting) • November election only • Lowers the threshold to protest issuance of COs to 2% of qualified voters
	HB 19 Recap
	3

3

	• Limits annual debt service to 20% of the average annual property tax collection for the three preceding fiscal years • Applies to debt issued after 9/1/25 • For Brenham, this is a cap of approximately \$2 million in new annual debt service • Cap INCLUDES self-supporting debt (water and wastewater debt) • If have to lower I&S tax rate in FY27, this will also lower the dollar amount of the cap
	HB 19 Recap
	4

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Agenda HB19 Recap Drainage Projects General Fund Utilities Council Decision	
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Impact on Drainage Projects	
• \$5,001,643 Hurricane Harvey General Land Office Community Development Block Grant awarded in January 2022 • After grant administration fees and engineering costs, \$4,037,560 for construction • On 10/3/2024 City Council awarded Bid No. 2022-03 in the amount of \$5,442,110 to Solid Bridge Construction for 7 construction sites • City portion of construction costs = \$1,384,550 • On 10/3/2024 City Council passed Resolution R-24-015 expressing official intent to reimburse payment of construction costs from future CO issuance • Bonds were to be issued in FY26, with first payment due in FY27 • If bonds issued prior to 9/1/25, do not count towards 20% debt service limitation • Drainage Fund has a FY25 budgeted surplus of \$126,138, which would cover the first year's debt service payment	
	6

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Agenda HB19 Recap Drainage Projects General Fund Utilities Council Decision	
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General Fund Considerations	
- Without HB19, the City would have capacity to issue \$18-19 million in COs in FY27 while maintaining the current I&S tax rate. Planned uses presented in last year's CIP workshop: \$4 million for fire trucks \$1 million for Fire Station No. 1 remodel \$2 million for street reconstruction \$8-10 million for major street projects \$2-3 million for FY28-FY30 capital purchases	
	8

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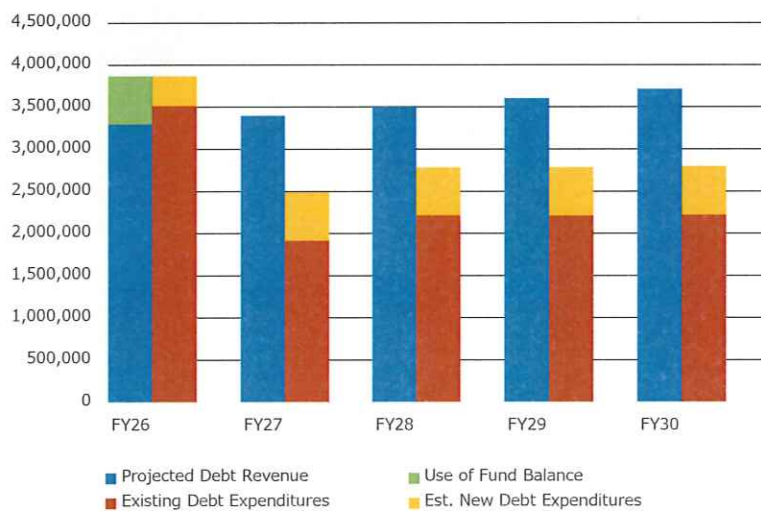
General Fund Considerations

- On 10/3/2024 City Council approved purchase of two fire trucks from Siddons Martin Emergency Group for a total of \$3,954,128
 - On 10/3/2024 City Council passed Resolution R-24-014 expressing official intent to reimburse payment of fire trucks from future CO issuance
 - If HB19 passes, after 9/1/25 would have to get super majority voter approval to issue General Obligation bonds to pay for the fire trucks
- By using available fund balance in the Debt Service Fund, could consider issuing COs prior to the 9/1/25 effective date of HB19
 - \$4 million for fire trucks
 - \$3 million for Fire Station No. 1 remodel and street reconstruction
- Major street projects not feasible if HB19 passes

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DEBT SERVICE PAYMENT using existing I&S tax rate



Note: New Debt includes \$4 million for fire trucks, \$1 million for fire station remodel and \$2 million for street reconstruction

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Agenda HB19 Recap Drainage Projects General Fund Utilities Council Decision	
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Utilities

- HB19 would still allow issuance of COs for water and wastewater projects
 - Included in definition of Public Works
 - Self-sustaining debt because paid from utility revenues
 - Payments on debt issued after 9/1/2025 will count against the 20% debt service limit
- Cost of Water Treatment Plant unknown
 - Delays due to TCEQ declining initial permit application (resubmittal in progress)
 - OPC is from 2023 and costs have likely risen significantly
- Cost of Loesch Street Wells has increased significantly
- Wastewater infrastructure projects
 - Current rates do not appear to support the required debt payments
 - Further analysis to be done as we continue to work on the 5 Year Capital Plan and the FY26 budget

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Agenda HB19 Recap Drainage Projects General Fund Utilities Council Decision	
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Council Decision	
• In order to safeguard the City's financial position if HB19 passes, consider passing a Resolution of Intent to Issue Certificates of Obligation for: 1. \$1.52 million for City portion of grant funded drainage projects that are in progress 2. \$4 million for fire trucks that have been ordered 3. \$1 million for remodel of Fire Station No. 1 4. \$2 million for future street reconstruction • If HB19 does not pass, City can follow previous plan for issuance of COs, which will be discussed in the upcoming CIP workshop • <i>Passing Resolution of Intent to Issue Certificates of Obligation does not require the City to issue COs</i>	
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City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-25-017 Authorizing the Acceptance of Public Infrastructure Improvements for the Saeger Street Right-of-Way adjacent to the Wilkins Valley Subdivision

Meeting Date: May 15, 2025

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

Wilkins Valley is a residential neighborhood by Clayton Collier with homes constructed by DR Horton located northwest of the intersection of Jefferson Street and North Saeger Street. Phase 1 of the subdivision consists of 16.197-acres of land comprised of 48 single-family homes, common areas and right-of-way dedication. The right-of-way dedication includes a 10-foot wide section adjacent to the Saeger Street right-of-way to allow for construction of a 41-foot wide collector roadway and associated storm drainage improvements. A participation agreement between Clayton Collier and the City of Brenham was approved by Council on January 23, 2025. The participation agreement detailed that Collier would construct a 41-foot section of pavement for Saeger Street with the City reimbursing Collier for the cost of oversizing the street from a 31-foot wide concrete roadway (local street size) to a 41-foot wide concrete roadway (collector street size).

Collier has completed the paving improvements for the Phase 1 segment of Saeger Street and an infrastructure acceptance inspection was completed. All infrastructure improvements have now been completed and are ready for acceptance by Council. The recommended Infrastructure Acceptance is right-of-way paving for the collector roadway as well as adjacent storm sewer improvements.

The public infrastructure improvements are valued at approximately \$275,700 and have been constructed and inspected according to the City of Brenham ordinances and regulations and are ready for acceptance by the City of Brenham. Acceptance of the infrastructure by Council will allow the reimbursement as outlined in the above-referenced participation agreement.

ATTACHMENTS:

1. Street and Storm Improvements Acceptance Letter - Saeger Street
2. Resized Wilkins Valley Phase 1 Plat
3. R-25-017 - Saeger Street ROW

RECOMMENDATION:

Approve Resolution No. R-25-017 authorizing the acceptance of public infrastructure improvements for the Saeger Street Right-of-Way adjacent to the Wilkins Valley Subdivision.



City of Brenham
Development Services Department

200 W. Vulcan St.
Brenham, Texas 77833

P.O. Box 1059
Brenham, Texas 77834-1059

May 7, 2025

SOUTHERN LAND OF TEXAS LLC
1601 HWY 290 W
BRENHAM, TX 77833
Ph: (979) 836-4477

ATTN: Clayton Collier

RE: Acceptance of Street and Storm Sewer Improvements for Saeger Street

Dear Mr. Collier,

Please be advised that the streets and storm sewer for Saeger Street Phase 1 have been accepted by the City of Brenham. The inventory of the public infrastructure is shown below. Dollar values shown represent real costs and include pertinent auxiliary items such as sidewalks, ramps, curb and gutter, storm sewer inlets and headwalls.

Streets

Associated Street	Traveling Direction	Beginning		Ending		Length (ft.)	Pavement Width (ft.)	Pavement SF	Dollar Value
		Lat.	Long.	Lat.	Long.				
Saeger	N	N30.168384	W96.415498	N30.169064	W96.415621	252	41	10,332	\$201,600
Saeger	N	N30.169064	W96.415621	N30.169173	W96.415657	41	41	1,681	\$32,800

Storm Sewers

Associated Route	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Saeger	West	N30.168783	W96.415600	N30.168411	W96.415537	133	18	\$18,620.00
Saeger	Across and on N side of W. Jefferson	N30.168411	W96.415537	N30.168298	W96.415036	162	18	\$22,680.00

Date of Acceptance:

One year warranty period begins on May 7, 2025 and ends on May 6, 2026 for the infrastructure listed above. One year surface correction warranty period begins on that end date and extends the warranty for surface corrections to streets one additional year.

Sincerely,

Stephanie Doland
Development Services Director
City of Brenham

RESOLUTION NO. R-25-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ACCEPTANCE OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE NORTH SAEGER STREET RIGHT-OF-WAY; AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION.

WHEREAS, the Wilkins Valley Subdivision Phase 1, consists of approximately 16.197-acres of land comprised of common areas, forty-eight (48) residential lots, and additional dedicated right of way for the construction of Saeger Street as a 41-foot wide collector roadway, developed by Clayton Collier (developer); and

WHEREAS, the first phase of concrete collector street improvements and adjacent storm drainage improvements (public infrastructure improvements) were constructed by the developer; and

WHEREAS, the public infrastructure improvements have been inspected by the City and found to be constructed in accordance with the City's Standards and Specifications; and

WHEREAS, the City of Brenham desires to formally accept the street and storm drainage improvements within the Saeger Street right-of-way depicted on Exhibit "A" attached hereto and incorporated herein for all pertinent purposes.

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

That the City of Brenham hereby accepts the public infrastructure improvements in the Saeger Street right-of-way, Phase 1, in the City of Brenham, Texas, depicted on Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, and authorizes the Mayor to execute any necessary documentation.

RESOLVED this 15th day of May 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

[illegible]

File Reference: Wilkins Valley Subdivision – As Built



City Council Regular Meeting **AGENDA ITEM 10**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedules for the City of Brenham Water Utility Services and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: May 15, 2025

Department: Public Utilities

Staff Contact: William Bissette, General Manager of Public Utilities

SUMMARY STATEMENT:

This matter is being returned to Council due to an oversight in the original rate calculation. A review has identified an error requiring correction and reconsideration to ensure accuracy.

In November 2024, the City hired NewGen Strategies & Solutions to update the City's water rates. The study was needed in order:

- To determine if existing cost allocations among customer classes still applied or if adjustments needed to be made; and
- To ensure rates were sufficient for covering new debt issuance needed to finance Water Plant Expansion and Groundwater Wells Projects.

Results and recommendations from NewGen's Water Rate Analysis were presented in the March 20th Work Session with no change from the previous year recommendation. Staff is proposing the second of three annual water rate increases to recover higher costs largely driven by the planned addition of new debt for the Water Plant Expansion and Groundwater Wells Projects.

Incorporated into these water rate increases is a change in the Residential, Commercial, Irrigation, Fire Hydrant, and Fire Line Water Rate Class's that would take affect in May 2025. The 2025 study completed by New Gen Strategies and Solutions identified the first changes recommended in 2024 were still in line with the needed funding to cover the new debt for the Water Plant Expansion and Groundwater Wells Project.

ATTACHMENTS:

1. Water Tariff Amendment - Red Line
2. Ordinance on its first reading-Water Rate Increase Tariffs
3. Water Tariff Amendment

RECOMMENDATION:

Approve an Ordinance on its first reading amending the rate tariff schedules for the City of Brenham water utility services and authorize the Mayor to execute any necessary documentation.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	610
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	May 1 June 5, 2025	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change effective 4/1/2024 5/1/2025)		

GENERAL SERVICE - URBAN

RATE SCHEDULE
- W-A

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$27.73
3,001 – 10,000 gallons	\$6.084/1,000gallons
10,001 – 25,000 gallons	\$7.61/1,000 gallons
25,001 and above	\$9.52/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$27.73

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	660
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1 June 5, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 4/1/2024 5/1/2025)	

GENERAL SERVICE - RURAL

RATE SCHEDULE W-G

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	SEE MINIMUM CHARGES
3,001 – 10,000 gallons	\$5.31/1,000 gallons
10,001 – 25,000 gallons	\$6.63/1,000 gallons
25,001 and above	\$8.33/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be ASSESSED ON WATER METER SIZE:

5/8" OR 3/4"	\$28.60
1"	\$38.65
1 1/2"	\$63.78
2"	\$93.92
3"	\$164.27
4"	\$264.76
6"	\$515.99
8"	\$817.47

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE WATER RATE TARIFF SCHEDULES FOR WATER SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE:

WHEREAS, the City Council for the City of Brenham, Texas ("City Council") deems it necessary to change the rates charged for water distribution services to its customers in order to provide for conditions of utility service which promote health, safety, and welfare of the citizens of Brenham, Texas.

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

SECTION I

The City Council of the City of Brenham, Texas does hereby adopt the Water Rate Schedules for water services set forth in the attached Exhibit "A" is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after June 5, 2025.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after June 5, 2025.

PASSED AND APPROVED, on its first reading this the ____ day of May 2025.

PASSED AND APPROVED, on its second reading this the ____ day of May 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	610
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	June 5, 2025	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

GENERAL SERVICE - URBAN

RATE SCHEDULE
- W-A

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$27.73
3,001 – 10,000 gallons	\$6.08/1,000gallons
10,001 – 25,000 gallons	\$7.61/1,000 gallons
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CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES TARIFF	600	660
SECTION NO.	SHEET NO.	
WATER RATE SCHEDULES SECTION TITLE	June 5, 2025	EFFECTIVE DATE
(Supersedes Rate Change effective 5/1/2025)		

GENERAL SERVICE - RURAL

RATE SCHEDULE W-G

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	SEE MINIMUM CHARGES
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MINIMUM CHARGES

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5/8" OR 3/4"	\$28.60
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1 1/2"	\$63.78
2"	\$93.92
3"	\$164.27
4"	\$264.76
6"	\$515.99
8"	\$817.47



City Council Regular Meeting
AGENDA ITEM 11

Agenda Item: Discuss and Possibly Act Upon the Acceptance of a Donation from The Fortnightly Club for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: May 15, 2025

Department: Library

Staff Contact: Tammy Murphy, Librarian

SUMMARY STATEMENT:

The Fortnightly Club of Brenham is presenting the Nancy Carol Roberts Memorial Library a check in the amount of \$37,000.00. This money was raised through fund raising efforts that included book sales and donations from the community. The club works extremely hard every year to support the Library and we are honored to receive this donation of \$37,000.00 as a result of their hard work and many hours volunteered to benefit the Library.

ATTACHMENTS:

None

RECOMMENDATION:

Accept a donation from The Fortnightly Club for the Nancy Carol Roberts Memorial Library in the amount of \$37,000.00 and authorize the Mayor to execute any necessary documentation.



City Council Regular Meeting **AGENDA ITEM 12**

Agenda Item: **Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Michael Baker International Inc. Related to Engineering and Design Services for the Extension of Aviation Way at the City of Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: May 15, 2025

Department: Development Services

Staff Contact: Jim Halley, Interim Airport Manager

SUMMARY STATEMENT:

In November of 2021, the FAA announced the availability of Infrastructure Investment and Jobs Act (IIJA) funds for certain federally eligible general aviation airports. The airport-specific allocations known as Airport Infrastructure Grants (AIG) are allocated to airports for five years, starting with federal fiscal year 2022 and ending in federal fiscal year 2026. Brenham Municipal Airport was allocated \$295,000 for FY22, \$292,000 for FY23, \$294,000 for FY24, and \$282,000 for FY25. FY26's amount will be announced in December of 2025. Each AIG grant requires a local match of at least 10% of the total project cost. IIJA AIG funds can be used on revenue-generating projects, as our \$150,000/year in Nonprimary Entitlement (NPE) funding can be, and with a much greater impact to the Airport because the AIG funds are nearly double the annual NPE allotment. All other FAA funding sources are ineligible for use for revenue-generating projects.

Airports have until September 30th of the fourth federal fiscal year of availability of funds to have the funds under grant. Due to Texas' involvement in the Federal Aviation Administration's State Block Grant Program, the deadline for Texas' general aviation airports to have a FY22 IIJA grant go to the Texas Transportation Commission for approval is June of 2025. To achieve this deadline, we must have a consultant selected, a fee and scope negotiated, and other items complete by May of 2025.

In accordance with the Brenham Airport Master Plan, we have begun preparations to use our IIJA AIG allocation to complete the design and construction of an extension to Aviation Way and general civil site preparations to allow for future hangar construction. RFQ-25-006 was issued to select a consultant to design an airport improvement project. On February 27, 2025, the evaluation committee opened seven statements of qualification from Bartlett and West, Kimley-Horn, KSA, Langan, Michael Baker International, The Solco Group, and Strand Associates. On March 7, 2025, the evaluation committee scored the seven consultants who submitted proposals and ranked Michael Baker International the highest. This selection was approved by Council on March 20, 2025 (RFQ No. 25-006) and we began negotiations.

The contract and fee have been agreed upon. An independent fee estimate was conducted which determined the fee to be fair, reasonable, and appropriate. Staff recommends approval of the proposed agreement with Michael Baker International Inc., with a not to exceed amount of \$248,400. The local match portion of the design services being not to exceed \$25,180 (10%). If approved by Council, staff will continue working with TXDOT Aviation to execute a grant for the aforementioned

Agreement. Following approval by TXDOT Commission and award of the grant, staff and Michael Baker International Inc, will proceed with the construction design scope of work on a reimbursement basis with TXDOT Aviation.

ATTACHMENTS:

1. Professional Services Agreement Design Services

RECOMMENDATION:

Approve a professional services agreement between the City of Brenham and Michael Baker International Inc., in an amount not to exceed \$248,400.00, related to engineering and design services for the extension of Aviation Way at the City of Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.

**AGREEMENT BETWEEN SPONSOR AND ENGINEER
FOR PROFESSIONAL SERVICES**

**BRENNHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN
SUPPORT OF AIRPORT DEVELOPMENT**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WASHINGTON §

THIS AGREEMENT is made, entered into, and executed by and between the **City of Brenham**, hereinafter called the "Sponsor" and **Michael Baker International, Inc.**, hereinafter called the "Engineer".

WITNESSETH

The Sponsor intends to provide engineering and design services to: design apron and taxilane pavement improvements and vehicular access road extension for future hangar development and associated appurtenances at Brenham Municipal Airport, hereinafter called the "Project".

The scope of this Agreement is to obtain professional engineering services for the Preliminary Engineering Report Phase, Preliminary Design Phase, Final Design Phase and Bidding Phase in connection with said Project.

AGREEMENT

The Sponsor and the Engineer, in consideration of the mutual covenants and agreements herein continued, do mutually agree as follows:

Pursuant to the terms of this agreement and the Airport Project Participation Agreement entered into by and between Sponsor and TxDOT, Sponsor agrees to employ the Engineer. The Engineer agrees to perform professional engineering services in connection with the project as stated in the sections to follow and outlined hereinafter. Upon rendition of these services, the Sponsor agrees to pay to the Engineer compensation for these services as agreed herein. All services performed under this Agreement shall be performed under the direct supervision of the Sponsor, however Engineer shall perform the services in accordance with the professional Standard of Care defined in Section 1.2.2 herein below, and Sponsor shall not direct the means and methods required of a professional to perform the services. Sponsor will act as referee in all questions arising under the terms of this Agreement between the parties, and the Sponsor's decisions shall be final and binding.

SECTION 1 - SCOPE OF SERVICES

1.1. Services of the Sponsor

1.1.1. The Sponsor will furnish items as listed in Attachment A, "Services to be Provided by the Sponsor" attached hereto and made a part of this Agreement.

1.2. Services of the Engineer

1.2.1. The Engineer will furnish engineering and/or surveying services as set forth in Attachment B, "Basic Services to be Provided by the Engineer" and Attachment H, "Soils Investigation, Materials Testing, and Surveys for Design", attached hereto and made a part of this Agreement.

1.2.2. The Engineer's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (the "Standard of Care").

SECTION 2 - PROGRESS

2.1. After execution of this Agreement, the Engineer shall not proceed with the work each phase outlined under "Scope of Services" until authorized in writing by the Sponsor to proceed.

2.2. The Engineer shall, from time to time during the progress of the work, confer with the Sponsor. The Engineer shall prepare and present such information and studies as are shown in Attachment B.

2.3. At the request of the Sponsor or the Engineer, conferences shall be conducted at locations designated by the Sponsor. When requested by the Sponsor, these conferences shall also include inspection of the Engineer's services and work.

2.4. The work will be subject to periodic review by the Federal Aviation Administration (FAA) and/or Sponsor.

2.5. It is of primary importance to the Sponsor that the services within this Agreement be provided according to the agreed upon Work Schedule, Attachment C, attached hereto and made a part of this Agreement. Undue delays within the control of the Engineer may be considered as reason for termination of the Agreement as provided in Section 9.

2.6. Should the Sponsor desire to suspend the work, but not terminate the Agreement, this may be done by thirty (30) days' notice of suspension of work given by the Sponsor in writing to that effect, and the work may be reinstated by Sponsor and shall be resumed by Engineer in full force and effect upon receipt by the Engineer from the Sponsor of sixty (60) days' notice in writing to that effect.

2.7. If work is suspended for more than six months at the request of the Sponsor, the Agreement may be renegotiated at the request of the Engineer or unilaterally terminated by the Engineer.

2.8. All employees and/or sub-consultants assigned to this contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Sponsor may instruct the Engineer to immediately remove any employee and/or sub-consultant from association with work authorized in this contract if, in the sole opinion of the Sponsor, the work does not comply with the terms of this contract or if the conduct of the employee and/or sub-consultant becomes detrimental to the work.

2.9. The Engineer certifies that Engineer has adequate qualified personnel for performance of the services required under this Agreement or will be able to obtain such personnel from sources other than the Sponsor.

2.10. The Engineer shall prepare monthly progress reports in sufficient detail to support the progress of the work and vouchers requesting monthly payments.

2.11. The Engineer shall furnish all equipment, materials, and supplies required to perform the work under this Agreement except as provided herein.

SECTION 3 - CHANGES OF WORK

3.1. The Sponsor will have the right to make changes and alterations in the services of the engineer as may be considered necessary or desirable. Changes and/or alterations that reduce the lump sum fee will be negotiated between the Sponsor and the Engineer. Changes and/or alterations that increase the lump sum fee will be handled as Additional Services as stated in Section 4. Such changes and alterations shall not be considered as a waiver of any conditions of the Agreement, nor shall they invalidate any of the provisions thereof. The Engineer shall perform the work as changed or altered.

3.2. When required to do so by the Sponsor, the Engineer shall make such revisions as are necessary to correct Engineer's errors or omissions in the work. No additional compensation shall be paid for this work.

3.3. If the Sponsor requests changes to work previously completed by the Engineer and accepted by the Sponsor, the Engineer shall make such changes as directed by the Sponsor. This will be considered additional work and paid for as specified in Section 4 - Additional Services.

SECTION 4 - ADDITIONAL SERVICES

4.1. When authorized by a written Supplemental Agreement, the Engineer will furnish Additional Services as listed in Attachment D, "Additional Services to be Provided by the Engineer" attached hereto and made a part of this Agreement.

4.1.1. Compensation for such services will be in accordance with Section 5 - Payments to the Engineer.

4.2. If the Engineer is of the opinion that any work Engineer has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Engineer shall promptly notify the Sponsor in writing prior to performing the extra work.

4.2.1. In the event the Sponsor finds that such work does constitute extra work, the Sponsor shall so advise the Engineer, in writing, and pursuant to a Supplemental Agreement shall provide extra compensation to the Engineer for doing this work as Additional Services covered in Section 5 - Payments to the Engineer.

SECTION 5 - PAYMENTS TO THE ENGINEER

5.1. Methods of Payment for Services and Expenses of Engineer

5.1.1. For Basic Services. Sponsor shall pay Engineer for Basic Services as set forth in Attachment B, "Basic Services to be Provided by the Engineer."

5.1.1.1. A lump sum amount shall be allocated to the phases of the Project as set forth in Attachment E, "Lump Sum Fee Distribution to Engineer" attached hereto and made a part of this Agreement.

5.1.2. For Additional Services. Sponsor shall pay Engineer for work rendered under Section 4 - Additional Services in accordance with the provisions of the Supplemental Agreement to Engineering Services Agreement pertaining to the service provided.

5.2. Times of Payments

5.2.1. Partial payments shall be made monthly in proportion to those parts of the services that have been accomplished, as evidenced by monthly statements submitted by the Engineer to the Sponsor. In no case shall the partial payments be in excess of the value of the services completed at the time the statement is rendered.

5.2.2. The Engineer shall submit a monthly statement as directed by the Sponsor showing an estimate of the Basic Services rendered and the actual approved Additional Services rendered, except for Closeout Phase. All payments shall be submitted no later than ninety days after performing the work or incurring the costs. Closeout Phase statements shall be submitted only following completion of all tasks associated with the Closeout Phase.

5.3. Other Provisions Concerning Payments

5.3.1. Payments to the Engineer for Additional Services rendered will be based upon itemized and certified statements detailed to show the names of the employees and the time worked. Monthly statements should include authorized non-salary expenses with supporting itemized invoices for additional services.

5.3.2. Statements and supporting documents will be submitted to the Sponsor no more than monthly. Sponsor provided payment forms must be submitted with or as an Engineer's statement. Upon receipt and approval of each statement, the Sponsor shall pay the amount which is due and payable as provided herein within thirty (30) days of invoice receipt.

5.3.3. Final payment of any money due will be made to the Engineer after satisfactory completion of all services and obligations covered in this Agreement and acceptance of the work by the Sponsor.

5.4. Maximum Amount of Payment

5.4.1. The maximum amount allowable for payment under the Professional Engineering Services Agreement is \$ 248,400 for all Basic Services furnished under Section 1 and as set forth in Attachment B.

SECTION 6 - SUBCONTRACTORS

6.1. The Engineer shall not sublet or transfer any portion of the work under this Agreement unless approved in writing by the Sponsor. Subcontractors shall comply with the provisions of this Agreement and all state and federal regulations as applicable. Subcontracts may, at the option of the Sponsor, require approval of content. The Engineer shall provide to the Sponsor a list of all subcontractors that will perform the work and the contract amount of each subcontract on forms provided by the Sponsor. The Engineer shall provide a copy of the executed Agreement between the Engineer and each subcontractor when requested by the Sponsor.

6.2. In the event the Engineer provides any of the services set out in this Agreement by subcontracting the same with a subcontractor, the Engineer shall take all steps necessary as appropriate to ensure that said subcontractor indemnifies the Sponsor, and at the option of the Engineer, the Engineer for liability arising from any acts or omissions of said subcontractor, it being the express intention of the parties hereto that any liability for said acts or omissions shall be the responsibility of said subcontractor. In the event that Engineer does not take such appropriate and necessary steps to ensure the indemnification described in this provision, Engineer shall assume such liability as is described in this provision, and hereby agrees to so indemnify the Sponsor for such acts or omissions of said subcontractor as are described herein.

6.3. Texas Administrative Code, Title 43, Rule 9.208 requires payment of all subcontractors within 10 days after the date that the Engineer receives payment for work performed by a subcontractor. In order to enforce Rule 9.208, the Engineer shall provide the name and amount of each subcontract, if any. The Engineer will report payments to each subcontractor on a monthly basis and list reasons for nonpayment. The Sponsor may withhold all payments that have or may become due if the Engineer fails to comply with the 10-day payment requirement. The Sponsor may also suspend the work under this Agreement or any work authorizations until subcontractors are paid. This requirement also applies to all lower-tier subcontractors, and this provision must be incorporated into all subcontracts. Completion of the subcontractor's work shall include test, maintenance and other similar periods that are the responsibility of the subcontractor.

SECTION 7 – AIRPORT IMPROVEMENT PROGRAM CONTRACT PROVISIONS

7.1. The Engineer shall comply with the provisions of Attachment F, “Special Provision Contractor Contractual Requirements and Title VI Assurances” attached hereto and made a part of this Agreement.

SECTION 8 - DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

8.1. Disadvantaged Business Enterprise requirements do not apply to this contract.

SECTION 9 - TERMINATION OF AGREEMENT

9.1. The Agreement may be terminated upon the occurrence of any of the following conditions:

9.1.1. By mutual Agreement and consent of both parties in writing.

9.1.2. By the Sponsor by notice in writing to the Engineer as consequence of failure by the Engineer to perform the services herein set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Engineer.

9.1.3. By either party, upon the failure of the other party to fulfill its obligations as set forth in Section 1 - Scope of Services.

9.1.4. By the Sponsor for reasons of its own and not subject to the mutual consent of the Engineer by delivering a written Notice of Termination to the Engineer, which shall take effect on the tenth (10th) day following receipt.

9.1.5. By the condition stipulated in Section 2.7.

9.1.6. By the situation stipulated in Attachment G, "Disadvantaged Business Enterprise (DBE) Assurances".

9.1.7. By the condition stipulated in Section 22.1, "Child Support Certifications".

9.1.8. By satisfactory completion of all services and obligations described herein.

9.2. Should the Sponsor terminate this Agreement, no fees other than fees due and payable at the effective date of termination, shall be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the Sponsor shall be the sole judge. Payment for work at termination will be based on work completed at that time.

9.3. If the Engineer defaults in performance of this Agreement or the Sponsor terminates the Agreement for fault on the part of the Engineer, the Sponsor will give consideration to the actual costs incurred by the Engineer in performing work to date of default, the amount of work required which was satisfactorily complete to date of default, the value of the work which is usable to the Sponsor, the cost to the Sponsor of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the Sponsor of the work performed at time of default.

9.4. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, obligations and liabilities of the Sponsor, and Engineer under this Agreement with regard to payment only. If the termination of this Agreement is due to the failure of the Engineer to fulfill Agreement obligations, the Sponsor may take over the project and

prosecute the work to completion by Agreement or otherwise. In such case, the Engineer shall be liable for any additional costs for professional services resulting from the Engineer's default.

SECTION 10 - DISPUTES

10.1. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of procurements made by the Engineer in support of the work authorized herein.

10.2. Any dispute concerning the work performed hereunder, the cost of work performed hereunder, or any non-procurement issue shall be settled in accordance with Title 43, Texas Administrative Code, Section 9.2, "Contract Claim Procedure".

SECTION 11 - OWNERSHIP OF DOCUMENTS

11.1. Work for Hire. All services provided under this Agreement are considered work for hire and as such all final plans and specifications created or collected under the terms of this Agreement are the property of the Sponsor.

11.2. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to Engineer by the Sponsor shall be delivered to the Sponsor upon completion or termination of this Agreement. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Sponsor this Agreement, but further use of the data will at the Engineer's own risk and without liability or legal exposure to the Sponsor.

11.3. Release of Design Plan. The Engineer (1) will not release any design plan created or collected under this Agreement except to its sub-providers as necessary to complete the Agreement; (2) shall include a provision in all subcontract which acknowledges the Sponsor's ownership of the design plan and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for improper use of the design plan by its employees, officers, or sub-providers, including costs, damages, or other liability resulting from improper use.

11.4. Any reuse without the written verification or adaptation by the Engineer of the plans and specifications by the Sponsor for purposes other than those directly associated with this specific Agreement and project are at the Sponsor's own risk and without liability or legal exposure to the Engineer.

SECTION 12 - COMPLIANCE WITH LAWS

12.1. The Engineer shall comply with applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of courts, or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Engineer shall furnish the Sponsor with satisfactory proof of Engineer's compliance.

12.2. The Engineer certifies that it complies with Attachment J, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, attached hereto and made a part of this Agreement, and is not currently prevented from entering into any federally funded contract.

SECTION 13 - INDEMNITY

13.1. The Engineer shall save harmless the State, Sponsor, and their officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement and to the extent caused by error, omission, or negligent act of the Engineer or any person employed by the Engineer. The Engineer shall also save harmless the State and Sponsor from any and all expense, including, but not limited to, reasonable attorney fees which may be incurred by the State or Sponsor in litigation or otherwise resulting said claim or liabilities which may be imposed on the State or Sponsor as a result of such activities by the Engineer or its employees.

13.2 Section 13.1 above is expressly applicable to all items, clauses, codicils, and addenda of this Agreement.

SECTION 14 - ENGINEER'S WARRANT

14.1. The Engineer warrants that Engineer has not employed or retained any company or persons, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that Engineer has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 15 - SUCCESSORS AND ASSIGNS

15.1. The Sponsor and the Engineer each binds itself, its successors, executors, administrators and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the Sponsor nor the Engineer shall assign, sublet, or transfer its interest in this Agreement without written consent of the other.

SECTION 16 - ENGINEER'S SEAL

16.1. The Engineer shall place the seal of a registered Texas Professional Engineer as endorsement on all documents and engineering data furnished by the Engineer to the Sponsor when such seal is required under Texas law.

SECTION 17 - INSPECTION OF ENGINEER'S BOOKS AND RECORD

17.1. The Sponsor may, for purpose of termination of the Agreement prior to completion, examine the books and records of the Engineer for the purpose of checking the amount of the work performed by the Engineer at the time of Agreement termination. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at the Engineer's office during the Agreement period and for three years from the date of final payment under the Agreement, for inspection by the Sponsor, the Federal Aviation Administration, and the U.S. Department of Transportation, Office of Inspector General. The Comptroller General of the United States, or any of its duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audit, examinations, excerpts, and transcriptions.

17.2. The State Auditor or Sponsor may conduct an audit or investigation of any entity receiving funds from the Sponsor directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor or Sponsor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor or Sponsor with access to any information the State Auditor or Sponsor considers relevant to the investigation or audit.

SECTION 18 - WARRANTIES OF SIGNATORY

18.1. The undersigned signatory or signatories for the Engineer hereby represent and warrant that the signatory is an officer of the firm for which the signatory has executed this Agreement and that the signatory has full and complete authority to enter into this Agreement on behalf of the Engineer. The above-stated representations and warranties are made for the purpose of inducing the Sponsor to enter into this Agreement.

SECTION 19 - INSURANCE

19.1. The Engineer shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any other person and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The Engineer shall furnish the Sponsor a completed Certificate of Insurance provided and approved by the Sponsor prior to beginning work under this Agreement.

SECTION 20 - OPINIONS OF COST

20.1. Engineer's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the

construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer.

SECTION 21- ENTIRE AGREEMENT

21.1. This Agreement together with the Attachments, Exhibits and Special Provisions identified herein constitutes the entire Agreement between the Sponsor and the Engineer and supersedes all prior written or oral understandings. This Agreement and Attachments, Exhibits, and Special Provisions may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

SECTION 22 - CHILD SUPPORT CERTIFICATION

22.1. Under Section 231.006 of the Family Code, the Engineer certifies that the individual or business entity named in this Agreement is eligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate. The Engineer further acknowledges that he or she has read Attachment I, attached hereto and made a part of this Agreement.

SECTION 23 - APPLICABLE LAW

23.1. Under Section 22.055 (a), Transportation Code, Chapter 22, this Agreement is made pursuant to the law governing the making of Agreements by or on behalf of a local government of the State of Texas.

SECTION 24 - PROHIBITED TECHNOLOGIES

24.1 In accordance with the Texas Statewide Plan for Prohibited Technologies, Contractor shall not provide services, equipment, or systems to TxDOT or Sponsor determined to be a Prohibited Technology by TxDOT or Sponsor. A list of entities currently determined to be Prohibited Technologies is available at <https://ftp.txdot.gov/pub/txdot/itd/cybersecurity/prohibited-technologies-list-cybersecurity.pdf>

SECTION 25 – DEBT TO THE STATE

25.1. If the Comptroller is currently prohibited from issuing a warrant to the Engineer because of a debt owed to the State, then the Engineer agrees that any payments owing under the Agreement will be applied towards the debt or delinquent taxes until the debt or delinquent taxes are paid in full.

SECTION 26 – VENUE

26.1. Exclusive venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties hereto in Washington County, Texas.

SECTION 27 – ENGINEER’S EMPLOYEES

27.1 By executing this Agreement, the Engineer is certifying that the Engineer does not have any knowledge that any of its employees or any employees of a sub-provider who are expected to work under this Agreement have a relative that is employed by the Sponsor unless the Engineer has notified the Sponsor of each instance. The term "relative" refers to a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or the grandparent, parent, sibling, child, or grandchild of the person’s spouse.

SECTION 28 - ISRAEL BOYCOTT CERTIFICATION AND PROHIBITION: Pursuant to Texas Govt. Code Chap. 808 (HB89) and Chap. 2270 (SB253):

28.1 “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

28.2 ENGINEER hereby certifies that (1) it does not boycott Israel, and (2) shall not boycott Israel during the term of the Professional Services Agreement.

28.3 Pursuant to Texas Government Code Chapter 2252, Subchapter F, ENGINEER affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

28.4 If this Agreement has a value of \$100,000 or more, and if ENGINEER has more than 10 full-time employees, ENGINEER’S signature herein below shall constitute written verification that the ENGINEER: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

28.5 If this Agreement has a value of \$100,000 or more, and if ENGINEER has more than 10 full-time employees, ENGINEER’S signature herein below shall constitute written verification that ENGINEER: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

SECTION 30 - FORCE MAJEURE.

30.1. ENGINEER shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of SPONSOR or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of ENGINEER. The schedule governing the timing for ENGINEER's performance shall be equitably extended to address any such force majeure events impacting ENGINEER's time for performance.

IN WITNESS WHEREOF, Each party is signing the agreement on the date stated under that party's signature. The agreement shall take effect on the signature of both parties (the "Effective Date")

ENGINEER

SPONSOR

Mike Stengel

(Signature)

(Signature)

Mike Stengel

(Printed Name)

(Printed Name)

Vice President

(Title)

(Title)

5/7/2025

(Date)

(Date)

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE SPONSOR
BRENNHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF
AIRPORT DEVELOPMENT

Sponsor shall do the following in a timely manner so as not to delay the services of the Engineer:

1. Provide sufficient criteria and information as to the Sponsor's requirements for the Project including but not limited to, design objectives, capacity and performance requirements, and budget constraints; identify design and construction standards which the Sponsor will require to be used for the Project.
2. Make available plans, specifications, maps, field notes, previous reports, statistics, and other data in the Sponsor's possession relative to the existing facilities and to the Project.
3. Furnish the Engineer appropriate data in the Sponsor's possession including, but not limited to, soils and foundation investigations, boundary and other surveys, environmental assessments or environmental impact statements, and planning or engineering reports.
4. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer.
5. Give prompt written notice to the Engineer whenever the Sponsor observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the contractor(s).
6. Direct the Engineer to provide necessary Additional Services as stipulated in Section 4 of this Agreement or other services as required.

ATTACHMENT B
BASIC SERVICES TO BE PROVIDED BY THE ENGINEER
BRENNHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF
AIRPORT DEVELOPMENT

Engineer shall provide the Sponsor professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the Sponsor's professional engineering representative for the project and providing professional engineering consultation and advice incidental thereto.

BASIC SERVICES

A. Preliminary Engineering Report Phase

After written notice to proceed with the Preliminary Engineering Report Phase, Consultant shall:

1. Attend conferences and meetings including a Pre-design Conference with the Sponsor, the Sponsor, and other interested parties to review available data and to clarify and define schedules and requirements of the Project.
2. Perform field surveys, including any necessary topographic or other surveys required to collect data necessary for the design of the Project excluding boundary and rights-of-way surveys.
3. Perform certified soils investigations and certified materials testing necessary for the design of the Project. Prepare a certified soils investigation and certified soils report and furnish one (1) copy to the Sponsor as part of the Preliminary Engineering Report. Soils Investigation and Materials Testing shall include but not be limited to the items listed in the Attachment for, "Soils Investigation and Materials Testing for Design", and shall be completed by a certified technician. Items listed in this Attachment will be paid under the provisions of Section 5 - Payment to the Consultant. Soils Investigation and Materials Testing in excess of those items listed in the Attachment will be paid for under the provisions of Section 4 -Additional Services.
4. Prepare a Preliminary Engineering Report consisting of but not limited to a general description of the scope of the Project, schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved, including applicable requirements of governmental authorities having jurisdiction, and the alternative solutions available to Sponsor, and setting forth Consultant's findings and recommendations. The report will discuss ~~if a Runway Safety Area inventory/determination needs to be conducted/updated based on triggering actions as described in FAA ARP SOP 8.00 Runway Safety Area Determination and if necessary, the preparation of Appendix A and B forms,~~ environmental concerns and alternative solutions. The report will set forth the Consultant's opinion of total probable costs for the Project, including but not limited to the following, which will be separately itemized: (a) construction cost; (b) engineering costs; (c) construction inspection; (d) construction testing; and, (e) (on the basis of information furnished by the Sponsor) allowances including: (i) charges of all other professionals and consultants; (ii) costs of land and rights-of-way; (iii) costs of other services

to be provided by others for Sponsor. The total of all such costs, allowances, etc. are hereinafter called "Total Project Cost." The Consultant shall furnish two (2) draft copies of completed report documents to Sponsor for review. Consultant's opinions of probable Total Project Costs provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional engineer, familiar with the construction industry, familiar with Federal Aviation Administration Advisory Circulars, TxDOT specifications, and current market forces and prevailing costs.

5. Attend conference to review completed report documents with Sponsor, and other interested parties. Prepare and distribute minutes of the conference to the attendees within five (5) calendar days.

B. Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, Engineer shall:

1. Attend meetings and conferences, as necessary, to obtain information and coordinate and/or resolve design matters.
2. Establish the scope of any special surveys, boundary surveys, or special tests which in the opinion of the Engineer, may be required for the design of the Project. If approved by the Sponsor and TxDOT, arrange for such work to be done.
3. On the basis of the accepted Preliminary Engineering Report, prepare 70% complete preliminary design documents consisting of all preliminary drawings, Bid Proposal, technical specifications and modifications using strike-thru and bold method to reflect changes and other related documents. The Engineer shall furnish one (1) copy to Sponsor and one (1) copy to TxDOT for review.
4. Furnish to Sponsor a revised opinion of probably total project costs based on the preliminary design drawings.
5. Attend conference to review preliminary design documents with Sponsor and TxDOT, and other interested parties. Prepare and distribute minutes of the conference to the attendees within five (5) calendar days.
6. Make revisions to the Preliminary Design Documents as may be required after review by the Sponsor and TxDOT or other approving authorities.

C. Final Design Phase

After written authorization to Proceed with the Final Design Phase, Consultant shall:

1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable total project costs, prepare final design documents consisting of all final drawings (100%

complete), Bid Proposal, technical specifications, and modifications using strike-thru and bold method to reflect changes and other related documents. The Consultant shall furnish two (2) copies of the draft final design documents and other related documents to the Sponsor for review.

2. Provide required technical criteria, written descriptions and design data; submit applications for permits; obtain approvals of such governmental authorities as have jurisdiction to approve the design of the Project; and assist Sponsor in consultations with appropriate authorities.

3. Furnish to Sponsor a revised opinion of probable total project costs based on the final Drawings and Specifications.

4. Attend conference to review final design documents with Sponsor, and other approving authorities. Prepare and distribute minutes of the conference to the attendees within five (5) calendar days.

5. Make revisions to the Final Design Documents as may be required after review by the Sponsor and other approving authorities. After revisions, the Consultant shall furnish one (1) copy of the final design documents to Sponsor.

6. Consultant shall prepare and furnish one (1) bound copy of the Construction Management Plan.

7. Attend meetings and conferences, as necessary, to obtain information and coordinate and/or resolve design matters.

8. Make amendments to the Preliminary Engineering Report to reflect any revisions to project scope, design criteria, Total Project Costs and other significant items that are incorporated into the Final Design Documents.

9. Prepare and submit FAA Form 7460-1, Notice of Proposed Construction or Alteration, and supporting documents as necessary and any additional required documentation. Provide email confirmation of submittal to Sponsor within one (1) calendar day of submission.

10. Prepare a Storm Water Pollution Prevention Plan (SW3P), Erosion Control Plan & details, and supporting documents as necessary.

11. At approximately 75% of design completion, provide a Construction Safety Phasing Plan (CSPP) and Checklist according to FAA AC 150/5370-2F, or current version, to Sponsor for review and comments. Incorporate comments and upload final submittal into the FAA's OEAAA system for final approval. Provide email confirmation of submittal to Sponsor within one (1) calendar day of submission.

12. If applicable, prepare and furnish Sponsor the Airport Construction Emission Inventory form.

13. Furnish Sponsor a geometry data file on a computer aided design and drafting (CADD) format to indicate construction items.

D. Bidding Phase

After written authorization to proceed with the Bidding Phase, Consultant shall:

1. Prepare and deliver to Sponsor all approved issued for construction documents (listed below) at a resolution of 300 dpi on maximum sheet size of 11" x 17" within two (2) weeks from Notice to Proceed.
2. Provide separate PDF files electronically for each item listed below
 - a. Cost Estimate for Construction (1 copy each in PDF and Microsoft Excel format)
 - b. Sign, sealed and dated Project Drawings
 - c. Sign, sealed and dated Technical Specifications in one file as specified in the Table of Contents
 - d. Final sign, sealed and dated Geotechnical Report, if applicable
 - e. Drawing Index
 - f. Construction Management Plan
 - g. Final Engineering Report

PROJECT-SPECIFIC ASSUMPTIONS AND CLARIFICATIONS

CONCEPT SITE DEVELOPMENT ALTERNATIVES

As an early component of the Preliminary Engineering Report Phase, the Engineer will create three (3) concept drawings depicting suggested hangar layouts on the site located immediately north of the northernmost existing hangars (in the vicinity of the existing AWOS which is scheduled be relocated by others). These concepts will be compliant with FAR Part 77 airspace requirements, as well as other pertinent FAA design standards (BRL, OFA, RSA, RPZ, etc). The development of the concepts will be created with the understood needs of the Airport. Each alternative will be displayed either on the survey background or existing aerial photography. These initial concepts will include major components such as aircraft and vehicular access and parking, hangars of various sizes, and security fencing. A brief technical memorandum will be provided in pdf format to the Sponsor describing each alternative. Based on feedback from the Sponsor, a preferred alternative will be selected, which will serve as the basis for the design effort of this project. The alternatives and justification for the preferred alternative will be presented in the Preliminary Engineering Report.

PRELIMINARY ENGINEERS REPORT

The report shall include a general assessment of available site utilities, and anticipated level of effort required to extend utilities to the development site. A recommendation will also be made as to the benefit of including utility extension in the proposed project vs. future inclusion with hangar design/development.

PROJECT FORMULATION

This element includes preparation of the project scope and fees, as well as initial coordination and initial site visits, and coordination with subconsultants.

GEOTECHNICAL INVESTIGATION

This element includes performance of field sampling and a geotechnical report to include information necessary to design the pavement and make other sitework grading and embankment recommendations, as well as to inform future hangar foundation design.

PRELIMINARY AND FINAL DESIGN

- New taxilane and/or apron pavement will be designed to access proposed future hangars. Other than general site grading for the proposed hangars, design will not include hangar or hangar sitework design.
- The taxilane pavement will be constructed with TX-3076 Dense-Graded Hot-Mix Asphalt over TX-247 Flexible Base.
- Design will be limited only to the preferred alternative (as approved by the Sponsor). In general, this alternative is assumed to be of similar size and complexity to Short Term Development Project #4 in the RFQ. Design is expected to include earthwork, stormwater drainage, taxilane and/or apron pavement to support future hangar design and construction, and roadway pavement for vehicular access to the site. Design will be generally limited to the initial construction project with targeted value of approximately \$1.2M.
- No significant utility design is included. If recommended as a part of the initial site development project, the design may include coordination with utilities and simple extension of utility service lines (water and electric) to the general site location. However, if design of main/primary utilities are required, additional design fee may be required.

DRAINAGE DESIGN (included in Preliminary and Final Design)

In order to meet all city drainage requirements, the following drainage design and reporting will be accomplished.

Phase 1: Pre-Development Analysis

- Data Collection & Site Evaluation
 - Obtain site surveys, topographic maps, USDA soil surveys, and geotechnical reports

- Hydrologic Analysis
 - Determine pre-development drainage patterns
 - Model existing runoff conditions using industry-standard software (HEC-HMS, SWMM, ACAD SSA, Bentley Pond Pack, or similar)
 - Identify existing drainage infrastructure and outfall locations
- Regulatory Coordination
 - Review local/federal drainage requirements (FEMA, TxDOT, city/county regulations)
 - Coordinate with permitting agencies (if required)

Phase 2: Post-Development Analysis & Drainage Design

- Hydrologic & Hydraulic Modeling
 - Model post-development runoff impacts (model will consider future build-out in the proposed hangar area)
 - Assess peak flow rates and drainage system capacity
 - Size necessary stormwater detention and conveyance infrastructure
- Stormwater Management Plan
 - Develop best management practices (BMPs) for water quality compliance
 - Prepare drainage calculations and technical reports
 - Identify mitigation measures for any increased runoff
- Construction Documents & Deliverables
 - Develop grading and drainage plans
 - Prepare stormwater detention and conveyance designs
 - Provide cross-sections, profiles, and construction details
- Regulatory Submittals & Approvals
 - Prepare and submit permit applications (if required)
 - Address agency comments and revisions

GENERAL

Environmental Assumptions –

- Environmental services are not included in this work authorization. If required, Sponsor will perform all environmental permitting and submissions for the project. Limited coordination with TxDOT is included.

General Assumptions –

- Two in-person presentations to Sponsor are included.
- Runway Safety Area Evaluation is not included.

- Complete forecasting of operations is not required for the establishment of the fleet mix for pavement design. Limited research will be conducted in order to designate the critical aircraft and reasonable fleet mix in order to mimic existing published pavement strength.

**ATTACHMENT C WORK SCHEDULE
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF
AIRPORT DEVELOPMENT**

Preliminary Engineering Report Phase (includes site development concept study)	12 weeks from Notice to Proceed
Preliminary Design Phase	10 weeks from Notice to Proceed
Final Design Phase	8 weeks from Notice to Proceed
Bidding Phase	As needed

Note – these durations do not include review times by Sponsor or TxDOT, or other agency such as for approval of drainage permit.

ATTACHMENT D
ADDITIONAL SERVICES TO BE PROVIDED BY THE ENGINEER
BRENNHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF
AIRPORT DEVELOPMENT

If authorized by Supplemental Agreement by Sponsor, Engineer shall furnish or obtain from others additional services of the types listed hereinafter. These services are not included as part of the Basic Services to be Provided by the Engineer. Compensation for additional services will be in addition to compensation for services performed under Section 1 - Scope of Services.

1. Boundary, land, and right-of-way surveys, establishment of monuments; and related office computations and drafting.
2. Preparation of property or easement descriptions and related drawings.
3. Assistance to the Sponsor as an expert witness in any litigation with third parties arising from the development or construction of the project.
4. Appearance before regulatory agencies.
5. Preparation of Environmental Impact Assessment Reports and assistance to the Sponsor in preparing for and attending public hearings.
6. Detailed mill, shop, and/or laboratory inspections of materials or equipment.
7. Additional copies of reports, plans, specifications, and documents above the number specified to be furnished under the Basic Services.
8. Travel and subsistence for the Engineer and Engineer's staff beyond that normally required under the Basic Services, when authorized by the Sponsor.
9. Preparation of operating instructions and manuals for facilities and training of personnel in the operation of the facilities.
10. During the construction phase, actual performance of soils materials, foundation investigations, and pavement mix designs, including field and laboratory tests, borings, related engineering analyses, and recommendations necessary for quality control.

11. Preparation of an updated Airport Layout Plan.
12. Any other services required for the project, authorized in writing by the Sponsor, and not otherwise provided for in this Agreement.

ATTACHMENT E
LUMP SUM FEE DISTRIBUTION TO THE ENGINEER
BRENNHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF
AIRPORT DEVELOPMENT

Subject to the limitations of Section 5 and other provisions of this Agreement the lump sum fee for Basic Services as provided under Section 5 - Payments to the Engineer shall be distributed on the basis of the following percentages of the total lump sum fee for the phases of the Project.

Phase/Task	Fee
<u>Preliminary Engineering Report Phase</u>	
Project Formulation	\$ 10,850
Survey	\$ 18,200
Soil Investigations – Geotech	\$ 35,930
Preliminary Engineering Report	\$ 48,400
<u>Design Phase</u>	
Preliminary and Final Design	\$ 114,300
Contract Documents	\$ 11,250
<u>Bidding Phase</u>	
Bidding Support	\$ 9,470
TOTAL:	\$ 248,400

Attachment E

Cost Summary

PRELIMINARY ENGINEERING REPORT PHASE (subtotal)		\$113,380
<u>PROJECT FORMULATION</u>		
	Labor Subtotal	\$9,660
	Direct Expenses	\$1,190
	Subconsultant Subtotal	\$0
	Admin Fee (10%)	\$0
	TOTAL (Lump Sum)	\$10,850
<u>SURVEY</u>		
	Labor Subtotal	\$16,260
	Direct Expenses	\$1,940
	Subconsultant Subtotal	
	Admin Fee (10%)	\$0
	TOTAL (Lump Sum)	\$18,200
<u>SOIL INVESTIGATION (GEOTECH sub)</u>		
	Labor Subtotal	\$0
	Direct Expenses	\$0
Rodriquez Engineering	Subconsultant Subtotal	\$32,660
	Admin Fee (10%)	\$3,270
	TOTAL (Lump Sum)	\$35,930
<u>ENGINEERS / DESIGN REPORT</u>		
	Labor Subtotal	\$47,614
	Direct Expenses	\$786
	Subconsultant Subtotal	\$0
	Admin Fee (10%)	\$0
	TOTAL (Lump Sum)	\$48,400
FINAL DESIGN PHASE (subtotal)		\$125,550
<u>PRELIMINARY AND FINAL DESIGN - CONSTRUCTION PLANS</u>		
	Labor Subtotal	\$112,823
	Direct Expenses	\$1,477
	Subconsultant Subtotal	
	Admin Fee (10%)	\$0
	TOTAL (Lump Sum)	\$114,300
<u>CONTRACT DOCUMENTS</u>		
	Labor Subtotal	\$10,998
	Direct Expenses	\$252
	Subconsultant Subtotal	\$0
	Admin Fee (10%)	\$0
	TOTAL (Lump Sum)	\$11,250
BIDDING PHASE (subtotal)		\$9,470
<u>BIDDING PHASE (subtotal)</u>		
	Labor Subtotal	\$9,237
	Direct Expenses	\$233
	Subconsultant Subtotal	
	Admin Fee (10%)	\$0
	TOTAL (Lump Sum)	\$9,470
ENGINEERING DESIGN TOTAL		\$248,400

PROJECT FORMULATION

PRELIMINARY ENGINEERING REPORT PHASE	Hourly Breakdown							Total Man Hours	Labor Cost
	Principal	Project Manager	Deputy PM	Aviation Engineer	Engineer (Design)	CADD Operator - Senior 15+	Engineering Associate		
	330	\$ 245.00	\$ 165.00	\$ 190.00	150	137	\$ 96.00		
Initial coordination with Airport Owner to Establish Design Criteria and Project Scope	2	6	4	0				12	\$ 2,790.00
Prepare for & Conduct Pre-Design Conference, site visit for design		16	4	2			0	22	\$ 4,960.00
General Coordination with City for support of environmental permitting (NA)		0		0		0		0	\$ -
Coordination with survey		2	4	4				10	\$ 1,910.00
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
									\$ -
LABOR TOTAL	2	24	12	6	0	0	0		\$ 9,660.00

SURVEY WORK - Design Surveys

PRELIMINARY ENGINEERING REPORT PHASE	Hourly Breakdown						Total Man Hours	Labor Cost
	Project Manager	Deputy PM	Professional Surveyor	Party Chief	Senior Technican	Administra tive/Clerica l		
	\$ 245.00	\$ 165.00	\$ 125.00	\$ 105.00	\$ 98.00	\$ 85.00		
Site Survey			60	40			100	\$ 11,700.00
Create Surface and Topo Drawing					20		20	\$ 1,960.00
QC		5	10	5			20	\$ 2,600.00
								\$ -
								\$ -
LABOR TOTAL	0	5	70	45	20	0	140	\$ 16,260.00

GEOTECHNICAL INVESTIGATION

PRELIMINARY ENGINEERING REPORT PHASE	Hourly Breakdown						Total Man Hours	Labor Cost
	Project Manager	Deputy PM	Aviation Engineer	Sr. Engineer Technician	Engineering Associate	Administrative/Clerical		
	\$ 245.00	\$ 165.00	\$ 190.00	\$ 137.00	\$ 96.00	\$ 85.00		
Predesign Subsurface Investigations	<i>(Included in Sub-consultant's Scope)</i>							\$ -
<i>See Separate Subconsultant Fee Breakdown</i>								
								\$ -
								\$ -
								\$ -
LABOR TOTAL	0	0	0	0	0	0		\$ -

PRELIMINARY ENGINEERING PHASE - ENGINEER'S/DESIGN REPORT

PRELIMINARY ENGINEERING REPORT PHASE	Hourly Breakdown							Total Man Hours	Labor Cost
	Principal	Project Manager	Deputy PM	Aviation Engineer	Engineer (Design)	CADD Operator - Senior 15+	Engineering Associate		
	\$ 330.00	\$ 245.00	\$ 165.00	\$ 190.00	\$ 150.00	\$ 137.00	\$ 96.00		
Hangar development alternatives study		16			32	40	5	93	\$ 14,680.00
Coordinate with City to recommend preferred alternative		8	8					16	\$ 3,280.00
Estimate Preliminary Quantities and Construction Costs associated with the Composite Scope of Work (preferred alternative only)		2	4	4		8	8	26	\$ 3,774.00
Evaluate implications, provide schematic design, and make recommendations for approach to various components of the preferred alternative (drainage, general layout of pavement and future hangars, vehicular access, etc.	2	4	2	12		12	12	44	\$ 7,046.00
General Coordination with Airport Sponsor and TxDOT	2	6	8	0				16	\$ 3,450.00
Review Geotechnical Report & Perform Pavement Design Calculations (includes determination of fleet mix)		2	2	12				16	\$ 3,100.00
Prepare PER	1	16	4	8		8		37	\$ 7,526.00
Address comments, prepare Final Engineers Report		4	2	4		4		14	\$ 2,618.00
Quality Reviews	4	2	2	0	0	0		8	\$ 2,140.00
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
LABOR TOTAL	9	60	32	40	32	72	25		\$ 47,614.00

Final Design

FINAL DESIGN PHASE	Estimated No of Sheets	Hourly Breakdown								Total Man Hours	Labor Cost
		Principal	Project Manager	Deputy PM	Aviation Engineer	Engineer (Design)	Sr. Engineer Technician	CADD Operator - Senior 15+	Engineering Associate		
		\$ 330.00	\$ 245.00	\$ 165.00	\$ 190.00	\$ 150.00	\$ 137.00	\$ 137.00	\$ 96.00		
Final Plans											
Cover Sheet	1								4	4	\$ 384.00
Summary of Quantities	1				2				4	6	\$ 764.00
Project Layout Plan	1		2	0	4			10		16	\$ 2,620.00
Construction Phasing & Safety Plan	1		2	2	4			12		20	\$ 3,224.00
Construction Phasing & Safety Details	1		1		2			2	2	7	\$ 1,091.00
General Civil, Safety and Security Notes	1		1		2				4	7	\$ 1,009.00
Survey Control Plan and Boring Layout	1		2		2			12	4	20	\$ 2,898.00
Typical Sections (taxilanes, apron, vehicular access)	2		4	2	4			8	8	26	\$ 3,934.00
Erosion Control Plans, Notes and Details	3	2	4	2	4	16			8	36	\$ 5,898.00
Demolition Plans (not used)	0									0	\$ -
Layout Plans	2		4	2	5	10		16	20	57	\$ 7,872.00
Grading & Drainage Plans (not including site retention)	2		4	2	6	16		20		48	\$ 7,590.00
Drainage Details	2		1	1	4	4			6	16	\$ 2,346.00
Pavement Marking Plans	1		1	0	4			6		11	\$ 1,827.00
Pavement Marking Details	1		1		2				2	5	\$ 817.00
Taxiway/Taxilane/Apron Cross Sections	3		5	0	12			30	20	67	\$ 9,535.00
Vehicular Access Road Cross Sections	3		5	0		16		20	10	51	\$ 7,325.00
Quality Control Reviews		4	8	8						20	\$ 4,600.00
Incorporate City/TxDOT Review Comments to PER and Preliminary Plans		1	8	4	8			12	12	45	\$ 7,266.00
Drainage Design (includes site retention, permitting, etc.)						170				170	\$ 25,500.00
Design Review Meetings (2 in person, 2 virtual)			15	15					4	34	\$ 6,534.00
Print, assemble, submit interim and final deliverables and files			7		8				20	35	\$ 5,155.00
Prepare & Submit FAA Form 7460 (Project and CSPP)			2		4			24	1	31	\$ 4,634.00
LABOR TOTAL		7	77	38	77	232	0	172	129		\$ 112,823.00

CONTRACT DOCUMENTS

FINAL DESIGN PHASE	Hourly Breakdown						Total Man Hours	Labor Cost
	Principal	Project Manager	Deputy PM	Aviation Engineer	CADD Operator - Senior 15+	Engineering Associate		
	\$ 330.00	\$ 245.00	\$ 165.00	\$ 190.00	\$ 137.00	\$ 96.00		
Prepare Bid Proposal Form	1	2	2	6		0	11	\$ 2,290.00
Prepare Civil / Sitework Technical Specifications	0	4		20		0	24	\$ 4,780.00
Prepare Construction Management Plan		2	6	10	4		22	\$ 3,928.00
								\$ -
LABOR TOTAL	1	8	8	36	4	0		\$ 10,998.00

BIDDING SUPPORT

BIDDING PHASE	Hourly Breakdown								Total Man Hours	Labor Cost
	Principal	Project Manager	Deputy PM	Aviation Engineer	Sr. Engineer Technician	Engineering Associate	CADD Operator Junior 0-5	Administrative/Clerical		
	\$ 330.00	\$ 245.00	\$ 165.00	\$ 190.00	\$ 137.00	\$ 96.00	\$ 76.00	\$ 85.00		
Bidding Phase Services										
										\$ -
Submit all required documents to Sponsor and TxDOT		1	8	8	0	2			19	\$ 3,277.00
Prepare and Submit Construction Project Estimate		4	0	8	0	2			14	\$ 2,692.00
Prepare Addenda & Other General Support as needed		4	0	8	0	8			20	\$ 3,268.00
Prepare for and Conduct On-Site Bid Opening, Summary		0	0	0	0	0			0	\$ -
Review Bids, Prepare Certified Bid Summary and Bid Recommendation/Award		0	0	0	0	0			0	\$ -
Prepare Contractor Pay Request and Summary of Work Performed sheet		0	0	0	0	0			0	\$ -
LABOR TOTAL	0	9	8	24	0	12	0	0		\$ 9,237.00

**ATTACHMENT F SPECIAL PROVISION
CONTRACTOR CONTRACTUAL REQUIREMENTS AND TITLE VI ASSURANCES
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF
AIRPORT DEVELOPMENT**

During the performance of this Agreement, the contractor, for himself, its assignees, and successors in interest (hereinafter referred to as the "contractor" agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the Agreement until the contractor complies, and/or

(b) cancellation, termination, or suspension of the Agreement, in whole or in part.

6. General Civil Rights Provisions.

The contractor assures that it will comply with pertinent statutes, Executive orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision binds the contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982.)

7. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

8. Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. (49 CFR Part 18).

9. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must

address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

10. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

11. ACCESS TO RECORDS AND REPORTS.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

12. TRADE RESTRICTION

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government. Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

13. BREACH OF CONTRACT TERMS.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

14. CLEAN AIR AND WATER POLLUTION CONTROL.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

15. **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.**
CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

16. Incorporation of Provisions.

The contractor shall include the provisions of paragraphs 1 through 15 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer certifies, by acceptance of this Agreement, that the Engineer:

1.) is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2.) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

If the Engineer cannot certify both of the above representations, the Engineer is ineligible to accept this Agreement unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Engineer therefore must provide information to the Sponsor about its tax liability or conviction to the Sponsor, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are

made. The Engineer agrees that it will incorporate this provision for certification in all lower tier subcontracts.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq.).

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub- tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination

prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ATTACHMENT G
DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES
BRENNHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF
AIRPORT DEVELOPMENT

N/A this contract

1. — POLICY. It is the policy of the United States Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

2. — DBE OBLIGATIONS. The contractor will offer DBEs, as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all contractors will make a good faith effort in accordance with 49 CFR Part 26 to meet the contract DBE goal. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The requirements of this provision shall be physically included in any subcontract.

3. — PROJECT DBE PARTICIPATION GOAL AND GOOD FAITH EFFORT. The bidder/proposer shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract **% of the** dollar value of the prime contract to DBEs. A bidder for this solicitation that qualifies as a DBE, may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. The DBE bidder must report any subcontracts to non-DBEs. The apparent successful competitor will be required to submit information concerning the DBE(s) that will participate in the contract. Eligible DBEs are firms certified as such by the Department in accordance with 49 CFR Part 26. The information will include: (1) the name and address of each DBE; (2) a description of the work to be performed by each named firm; and (3) the dollar value of the work of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered nonresponsive. If the SPONSOR determines that the apparent successful competitor has failed to meet the good faith effort requirements, they will be given an opportunity for reconsideration by the Director of the Construction Division.

4. — Counting DBE Participation Toward Meeting the Goals. The SPONSOR, hereinafter called the "Sponsor," will count DBE participation toward the goals in accordance with the guidelines outlined below.

a. — Once a firm is determined to be an eligible DBE under 49 CFR Part 26, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. An eligible

DBE is defined for this program as one that is currently certified by the **SPONSOR**.

~~b. — The Sponsor and its contractors will count toward the DBE goals a portion of the total dollar value of a contract with a certified DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.~~

~~e. — Only expenditures to the DBE that performs a commercially useful function in the work of a contract will be counted toward the DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of the work of the contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Sponsor and its contractors will evaluate the amount of work subcontracted, industry practices, and other relevant factors. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.~~

~~d. — Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to the Sponsor to rebut this presumption.~~

~~e. — The Sponsor and its contractors will count toward the DBE goals 60 percent of expenditures for materials and supplies required under a contract and obtained from a DBE regular dealer, and 100 percent of such expenditures obtained from a DBE manufacturer.~~

~~f. — For purposes of this DBE program, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Brokers, packagers, manufacturers' representatives, or persons who arrange or expedite transactions shall not be regarded as manufacturers.~~

~~g. — For purposes of this DBE program, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established regular business that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment for the product. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as regular dealers. Any supplementing of regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.~~

~~h. — The Sponsor and its contractors may count toward the DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers provided that the fee or~~

commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services:

(1) — The fees or commissions charged by a DBE for providing a bona fide service, such as professional, technical, consultant or managerial services, and assistance in the procurement of materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(2) — The fees charged for delivery of material and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a regular dealer in the materials and supplies.

(3) — The fees or commission charged for providing any bonds or insurance specifically required for the performance of the contract.

5. — CONDITIONAL AWARD. If the successful bidder for a federal aid contract is determined to be acceptable, the Sponsor will conditionally award the contract. The condition of the award is that within 14 days after the date of the award, the bidder must furnish to the Sponsor names and addresses of the DBE subcontractors that are proposed to be used, a description of the work each subcontractor is to perform, the dollar value of each proposed subcontract, and a tentative agreement for each DBE firm submitted, signed by an officer of the contractor and an officer of the proposed DBE firm. A contractor who does not meet the contract goal, in whole or in part, must submit within the 14 days, documentation showing the steps taken to obtain DBE participation ("Good Faith Effort").

Such documentation is to be submitted directly to the Sponsor's Grant Administrator. The Sponsor's Grant Administrator will evaluate the contractor's documented efforts and will determine whether or not they constitute compliance with the contract DBE requirements and are acceptable. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the goals or furnish acceptable documentation, the bid bond filed with the bid may become the property of the State, not as a penalty, but as liquidated damages to the Sponsor.

6. — CONDITIONAL ACCEPTANCE OF PROPOSAL. If the successful proposer for a federal aid professional services contract is determined to be acceptable, the Sponsor will conditionally accept the proposal. The condition of the acceptance is that prior to the execution of a professional services contract, the proposer must furnish to the Sponsor names and addresses of the DBE subcontractors that are intended to be used, a description of the work each subcontractor is to perform, the dollar value of each proposed subcontract, and a tentative agreement for each DBE firm submitted, signed by an officer of the contractor and an officer of the proposed DBE firm. A professional service provider who does not meet the contract goal, in whole or in part, must submit prior to execution of the contract, documentation showing the good faith efforts made to meet the DBE goal.

Such documentation is to be submitted directly to the SPONSOR. SPONSOR will evaluate the

~~professional service provider's documented efforts and will determine whether or not they constitute compliance with the contract DBE requirements and are acceptable. If the SPONSOR determines that the professional service provider has failed to meet the good faith effort requirements, the professional service provider will be given an opportunity for reconsideration by the SPONSOR. Should the professional service provider whose proposal has been conditionally accepted refused, neglect or fail to make a good faith effort to meet the goals or furnish acceptable documentation, the Sponsor may then conditionally accept the proposal of the second selected proposer.~~

~~7. — REQUIRED REPORTING OF DBE PARTICIPATION. The contractor shall submit on a monthly basis reports of DBE participation to meet the goal and for race neutral DBE participation and submit a final report on the completion of the project. Only actual payments made to DBEs are to be reported. Reports for race neutral DBE participation on contracts with no DBE goal are required.~~

~~8. — SANCTIONS FOR NONCOMPLIANCE. In the event of the contractor's noncompliance with the DBE requirements of this contract, the Sponsor may impose one or more of the following contract sanctions:~~

- ~~a. — cancellation, termination, or suspension of the contract, in whole or in part, and/or~~
- ~~b. — withholding of payments to the contractor under the contract until the contractor complies, and/or~~
- ~~c. — other remedies as FAA or the Sponsor, as appropriate.~~

ATTACHMENT H
SOILS INVESTIGATION, MATERIALS TESTING, AND SURVEYS FOR DESIGN
BREHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF
AIRPORT DEVELOPMENT



March 25, 2025

Yarimel Ledezma, P.E.
Aviation Project Manager
Michael Baker International
810 Hester Crossing Rd., Suite 163
Round Rock, TX 78681

RE: Fee Proposal for Geotechnical Investigation
Brenham Municipal Airport
11R Aviation Development Project
Brenham, Texas

Dear Ms. Ledezma,

Enclosed is our fee proposal for the geotechnical investigation at Brenham Municipal Airport in Brenham, Texas. Based on the provided information, the proposal includes a general description of the scope of services and a detailed cost estimate for the testing.

Scope of Services:

The scope of services for this project is based on information provided by the Client and our understanding of the project. The scope of services involves conducting a geotechnical investigation for new taxiways, extension of the Aviation Way, and a new Hangar.

1. REL will provide geotechnical drilling services; the client will select and mark the borehole locations at the field. A handheld GPS will be used to determine the coordinates of the borehole locations. The client or client's representative will assist REL in providing information on existing utilities. Additionally, REL will contact One Call to aid in locating the utilities.
2. This proposal does not include Legal access to boring locations, a survey of boring locations, and clearing to access borings.
3. Boreholes will be drilled at the locations selected by the Client. Four (4) boreholes will be drilled at 10 feet for new pavement. Two (2) boreholes will be drilled to a depth of 25 feet for hangar foundation. A Standard Penetration Test (SPT) will be performed every 5 ft to determine approximate in-situ soil strength.
4. At each borehole, one (1) soil sample will be obtained every 2.5 feet of drilling or per type of material to determine material properties. The soil samples will be adequately sealed and protected from moisture evaporation. The boreholes will be properly backfilled after completion.
5. The material field description, groundwater level at borehole completion, and thickness of every soil stratum will be documented at the field.
6. REL will conduct a testing program on the soil samples to aid in the classification and evaluation of the engineering properties required for analysis.
7. The collected soil samples will be tested for the following properties:
 - 7.1 Moisture Content of Soil from borings (Tex-103-E), 39 each.
 - 7.2 Atterberg Limits of Soils from borings (Tex-104-E, Tex-105-E & Tex-106-E), 39 each
 - 7.3 Sieve Analysis (Tex-110-E, Part I & Tex-111-E), and Classification (Tex-142-E), 39 each.

13809 Turbine Drive, Austin, TX 78728
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E-mail: rodriguezlab@relcme.com
Registered Texas Engineering Firm F-1563

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- 7.4 Moisture Density Relationship of Subgrade (Tex-114-E), 1 each.
 - 7.5 Texas Triaxial Compression Test of Subgrade (Tex-117-E, Part I), 1 each.
 - 7.6 Moisture Density Relationship of Subgrade 2 Normal/ 1 with Lime (ASTM D-698), 3 each.
 - 7.7 California Bearing Ratio CBR of Subgrade 2 Normal/1 w Lime (ASTM D1883 & D3668), 3 each.
 - 7.8 Lime Stabilization Effectiveness of Subgrade by pH (Tex-121-E, Part III), 2 each.
 - 7.9 Water Soluble Sulfate Content of Subgrade (Tex-145-E), 5 each.
 - 7.10 Organic Content of Subgrade Soils (Tex-148-E), 3 each.
 - 7.11 Swell Consolidation Test (ASTM D4546), 1 each.
 - 7.12 Direct Shear Test of Soil (ASTM D-2216), 1 each.
 - 7.13 Potential Vertical Rise (PVR) (Tex-124-E, 2 each.
8. A geotechnical investigation report will include the following:
- 8.1 A summary of findings, including laboratory/field test results, Bore Location Information, Date Performed, Type of Exploration, Sample Identification Numbers, etc.
 - 8.2 Map of boring locations based on hand-held GPS coordinates. Others should survey the borehole locations.
 - 8.3 Bore logs include classification, relative depth of materials, material profile, and groundwater levels measured at each borehole completion.
 - 8.4 Soil parameters based on laboratory/field test results of samples obtained to use on the most current FAARFIELD computer program, AASHTO, and FPS21 computer program. Others will provide pavement section recommendations.
 - 8.5 Soil stabilization recommendations, if needed, will be provided for the new pavement.
 - 8.6 The characteristics of existing soils and Potential Vertical Rise (PVR) calculations will be provided for a Structural Engineer to design the Foundation for the new Hangar. Required depth of soil replacement to reduce the Potential vertical rise (PVR) value to 2 inches, and 1 inch will be provided. The PVR calculations will be based on Tex-124-E and soil information from the obtained samples. Others will provide foundation recommendations.

Based on the scope of services for this project, we propose handling this work for an estimated fee of \$32,661.74; a detailed fee proposal is attached. If the anticipated amount of work increases due to changes in the scope of services or unexpected field conditions, a supplemental fee proposal will be submitted for your approval. We estimate it will take approximately five weeks after receiving the soil/core samples to complete laboratory testing and a geotechnical report.

If you have any questions about the proposal, please don't hesitate to contact us. We look forward to working with you on this project.

Respectfully Submitted,

Jose Melendez, P.E.

Project Survey Tasks (by Michael Baker)

Project: Brenham Regional Airport

Location: Brenham, TX

Limits of Survey (see sketch):

- Pavement areas for Taxiway, Apron.
- The topographic limits will extend from the west side of the taxiway to the property fence line along the east side of the property.

Description of Survey

- **Control:** The survey will be based on PACS & SACS control stations found and verified on the airport property. The coordinates will be based on the Texas State Plane Coordinate System of 1983, NAD 83(2011 Adj). The grid coordinates will not be converted to surface, no combined scale factor will be applied.
- **Data** for all paved and unpaved areas within the highlighted area will be acquired using conventional survey methods.
- **Features:** All visible surface utilities within the highlighted envelope will be surveyed including lighting and signage, electrical using conventional survey.
- **Runway Control:** a search for control points used to monument the ends of the taxiway will be carried out. Any found points will be surveyed.

Deliverables

- The project will be completed in AutoCAD Civil 3D 2022.
- ASCii files of all conventional survey data recorded.
- Verification of the found control stations.



**ATTACHMENT I
CHILD SUPPORT STATEMENT
FOR NEGOTIATED CONTRACTS AND GRANTS
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF
AIRPORT DEVELOPMENT**

Under Section 231.006, Texas Family Code, the Engineer/Architect certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer/Architect is liable to the state for attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the contract.

A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ATTACHMENT J
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
(49 CFR PART 29)
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF
AIRPORT DEVELOPMENT

The provider certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by accepting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

DBE PARTICIPATION PLAN
~~The DBE plan will be submitted through eGrants~~

N/A this contract
DBE Commitment Agreement

Professional Services Contractors:

Please download the DBE Commitment Agreement (Form No. SMS.4901) at. Then you and your DBE must complete the form and you must post it to eGrants in the DBE/HUB Tracking form along with the Proposed Bidder's List by the required due date. ~~If the DBE goal is set at 0%, you have the option of reporting DBE participation for race neutral credit. Please use the provided forms to indicate DBE subcontractors, if any are used.~~