PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Riesel, McLennan County, Texas, will hold a **SPECIAL** called meeting on **TUESDAY, NOVEMBER 3, 2026 at 6:30 PM** at Riesel City Hall, 104 N Hwy 6, Riesel, TX 76682 to discuss the matters on the following AGENDA below:

1. Call to Order; (confirm quorum); Pledge of Allegiance & Invocation

2. **Visitors' Comments:** This is an opportunity for visitors to bring any item to the City Council's attention. Comments limited to 3 minutes per visitor. No deliberation may be held on the matter, except limited to a proposal to put the subject on the agenda for a subsequent meeting.

3. **Consent Agenda:** Consent Items are considered routine by the City Council and will be acted upon by one motion to approve all items listed below. There will be no separate discussion of these items other than asking simple questions for clarification. Any Councilmember may request that an item be removed from the Consent Agenda for separate consideration.
    a. Approval of Minutes from Council Meeting on: 10/20/2026
    b. Payment of Invoice to CALDWELL COUNTRY CHEVROLET for police Tahoe $58,805.00
    c. Payment of PAY REQUEST #3 to CAPSTAR ELECTRIC for the Mt Moriah Well Generator Project (partially funded by an ARPA grant from McLennan County)

4. **Vacant Clerk Position:** Discussion and possible action regarding City Hall administrative staffing and reorganization, including the assignment of Bookkeeper/Water Clerk responsibilities, modification of the Court Administrator's duties, consideration of an Administrative Clerk position, job descriptions, compensation, recruitment, advertising, and authorization to fill vacant positions.

5. **EXECUTIVE SESSION**: The City Council will convene in closed session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, including the following:
    a. Ryan Dieterich, Police Chief
    b. Patrick Bellringer, Police Sergeant
    c. Justin Carpenter, Police Officer
    d. Alisha Flanary, City Secretary
    e. Chelsea Kemp, Court Administrator
    f. Randy Ehlers, Utility Superintendent
    g. Dakota Davis, Utility Maintenance Assistant

6. **RECONVENE INTO OPEN SESSION**
    a. Discussion and possible action regarding individual employee compensation adjustments based on annual performance evaluations, with approved annual adjustments.
    b. Discussion and possible action regarding modification of the Court Administrator's duties and compensation associated with the additional Bookkeeper/Water Clerk responsibilities, including the effective date of any approved adjustment.

7. ADJOURNMENT

I hereby certify that this notice was posted at the City Hall bulletin board in accordance with the Texas Open Meetings Act at least 3 days before the scheduled meeting. Posted: Wednesday 10/28/2026 at 2:00 p.m.

Alisha Flanary

Alisha Flanary, City Secretary

BE IT REMEMBERED that on Tuesday, **OCTOBER 20, 2026**, the Riesel City Council met in a **REGULAR MEETING,** at 6:30 p.m. in the Riesel City Hall Meeting Room, located at 104 N. Hwy. 6 in Riesel, Texas, with notice of the meeting having been posted in accordance with Chapter 551 of the Texas Government Code.

Call to Order: Mayor Jennifer Hogg called the meeting to order at 6:31 p.m.

Council Members Present: Bobby Dieterich, Paul Winkler, Kevin Wunderlich, Debbie Kilgore, and Glenna Sandhoff

Employees Present: Alisha Flanary, Justin Carpenter & Ryan Dieterich
Visitors Present: Mike Wilson, Deanna Davis

Jennifer Hogg led the Pledge of Allegiance and gave the invocation.

Consent Items: Debbie Kilgore made a motion to approve the consent agenda consisting of the minutes from 9/29/2026; payment of bills and payroll; monthly financial reports; and the following Arsenic Mitigation Project invoices from STV Engineers: INVOICE#D013656.1-38 for $52,400.52

Glenna Sandhoff seconded the motion, and it carried with four (4) Ayes and one (1) Abstention by Paul Winkler.

Visitors' Comments: none

Resignation: Bobby Dieterich moved to accept the resignation of bookkeeper Cristen Conner. Kevin Wunderlich seconded the motion and it carried unanimously.

Garbage Rates: Paul Winkler made a motion to approve a request for a 5.4% rate increase for Frontier Waste Solutions. Kevin Wunderlich seconded the motion and it carried unanimously.

Vacant Position: Council discussed the vacant bookkeeper/water clerk position and tabled the discussion until the November 3, 2026 Special Meeting.

Water Sewer Ordinance: Council discussed possibly amending the water/sewer ordinance and no action was taken at this time

Monthly Reports: Monthly reports were submitted by Department Heads Randy Ehlers, Ryan Dieterich, and Alisha Flanary.

Adjournment: There being no further business, Mayor Hogg adjourned the meeting at 7:34 p.m.

_____ _____

Jennifer Hogg, Mayor Attest: Alisha Flanary, City Secretary

Have a great day!

Chelsea Kemp

City of Riesel

Accounting/Utility Clerk

254.896.6501 ext. 2

From: Kaybee Nelson <kaybee@caldwellcountry.com>
Sent: Wednesday, October 28, 2026 10:06 AM
To: Bookkeeper <bookkeeper@cityofriesel.org>
Subject: City of Riesel Invoice

Attached is the invoice for the City of Riesel.

VIN#

VR130612

This vehicle was delivered on October 28th, 2026.

Our required method of payment is ACH, if you need our banking information, please let me know.

Thank you!

Kaybee Nelson

Caldwell Country Chevrolet

Rockdale Country Ford

Cameron Country Dodge

kaybee@caldwellcountry.com

o: 979-567-6109 | f: 979-567-4376

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CALDWELL COUNTRY CHEVROLET
P. O. BOX 27
CALDWELL , TEXAS 77836
979-567-1500 fax 979-567-0853

INVOICE # VR130612

INVOICE

Customer

Name	CITY OF RIESEL				
Address	104 N MEMORIAL				
City	RIESEL	**STATE**	TX	**ZIP**	76682
Phone	254-896-6501				

Date	10/28/2026
Order No.	
Rep	
FOB	

Qty		Unit Price	TOTAL
	2027 CHEVROLET TAHOE VIN# 1GNS6UED4VR130612	$ 58,805.00	$ 58,805.00
	PO# 10132026		
	PLEASE MAIL PAYMENT TO: CALDWELL COUNTRY CHEVROLET PO BOX 675111 DALLAS TX, 75267 EIN: 1873266036		

	Subtotal	$ 58,805.00
	Shipping & Handling	
Taxes	State	
	TOTAL	$ 58,805.00

Payment Details

- ○ Cash
- ○ Check
- ○ Credit Card

Name _____

CC # _____

Expires _____

Official Invoice

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f: 254.776.2924
TBPE F-204 | TBPLS 10194944
stvinc.com

November 2, 2026

City of Riesel
104 N. Hwy 6
Riesel, Texas 76682

Re: City of Riesel RMS Plant Standby Generator – Recommendation for Payment, Pay Request #3

Dear Alisha:

We have completed a review of the submitted Application for Payment #3 by CapStar Construction, LLC dba CapStar Electric. During the months of September and October, the contractor has continued working on underground activities, including testing, purchasing of material and labor to prepare for the installation of the Generator. Based on our review, we recommend payment in the amount of $21,183.86.

Sincerely,

Swaroop Puchalapalli, PE
Vice President / Principal / National Director
STV Incorporated

Attachment: Pay Application #3

Cc: Terry Winn, STV
Abigaile Graves, STV
Jennifer Boen, STV
File – CIRI2400336

To(OWNER): CITY OF RIESEL
104 N. MEMORIAL ST.
RIESEL, TX 76682

From: CapStar Electric
3871 E. University, Ave.
Suite 101
Georgetown, TX 78626

Project: RMS PLANT STANDBY GENERATOR
3147 Mt. Moriah Rd
RIESEL, TX 76682

Via(Architect):

Application No: 3
Invoice No: 02519703
Period To: 10/31/2026

Architect's
Project No: 25197
Invoice Date: 10/8/2026
Contract Date: 12/10/2025

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM	$	244,000.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2)	$	244,000.00
4. TOTAL COMPLETED & STORED TO DATE	$	89,973.00
5. RETAINAGE	$	4,498.66
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$	85,474.34
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	64,290.48
8. SALES TAX	$	0.00
9. CURRENT PAYMENT DUE	$	21,183.86
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	158,525.66

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
001	Mobilization & Insurance 5%	12,200.00	12,200.00	0.00	0.00	12,200.00	100	0.00	610.00
002	Branch Rough In Material	950.00	0.00	0.00	0.00	0.00	0	950.00	0.00
003	Branch Rough In Labor	750.00	0.00	0.00	0.00	0.00	0	750.00	0.00
004	Branch Conductor Material	648.00	0.00	0.00	0.00	0.00	0	648.00	0.00
005	Branch Conductor Labor	488.00	0.00	0.00	0.00	0.00	0	488.00	0.00
006	Feeder Pathway Material	8,962.00	2,240.50	4,481.00	0.00	6,721.50	75	2,240.50	336.08
007	Feeder Pathway Labor	1,150.00	0.00	862.50	0.00	862.50	75	287.50	43.13
008	Feeder Conductor Material	1,564.00	0.00	0.00	0.00	0.00	0	1,564.00	0.00
009	Feeder Conductor Labor	1,084.00	0.00	0.00	0.00	0.00	0	1,084.00	0.00
010	Distribution Material	2,598.00	0.00	0.00	0.00	0.00	0	2,598.00	0.00
011	Distribution Labor	960.00	0.00	0.00	0.00	0.00	0	960.00	0.00
012	Underground Material	15,866.00	11,899.50	2,379.90	0.00	14,279.40	90	1,586.60	713.97
013	Underground Labor	13,644.00	7,504.20	4,775.40	0.00	12,279.60	90	1,364.40	613.98
014	Generator Foundation	18,850.00	0.00	9,425.00	0.00	9,425.00	50	9,425.00	471.25
015	Generator & ATS	148,276.00	33,830.00	0.00	0.00	33,830.00	23	114,446.00	1,691.50
016	Generator Installed	15,260.00	0.00	0.00	0.00	0.00	0	15,260.00	0.00
017	Demolition	750.00	0.00	375.00	0.00	375.00	50	375.00	18.75
	Totals	244,000.00	67,674.20	22,298.80	0.00	89,973.00	37	154,027.00	4,498.66

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project City of Riesel Generator

Job No. 25197

On receipt by the signer of this document of a check from City of Riesel (maker of check) in the sum of $21,183.86 payable to Capstar Electric (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of San Riesel (owner) located at 104 N Hwy 6, Riesel, TX 76682 (location) to the following extent: Electrical (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to City of Riesel (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 11/2/26

Capstar Electric (Company name)

By _____ (Signature)

Managing Member (Title)

STATE OF TEXAS §
§
COUNTY OF Bell §

This instrument was acknowledged before me on this 2nd day of November, 2026, by George Picken (name), Managing Member (job title) of Capstar Electric (company name).

ANN M. HENRY
My Notary ID # 126036975
Expires December 8, 2028

Ann M Henry
NOTARY PUBLIC, STATE OF TEXAS


rehlko
237


rehlko
DIESEL FUEL ONLY

CITY OF RIESEL

MAYOR : JENNIFER HOGG

Council Members: Mayor Pro Tem: Paul Winkler Treasurer: Bobby Dieterich Kevin Wunderlich Debra Kilgore Glenna Sandhoff

Police Chief: Ryan Dieterich Randy Ehlers – Utility Superintendent Alisha Flanary – City Secretary

November 2, 2026

Subject: Notice Regarding Generator Damage, Contract Time, and Required Corrective Action

Capstar Electric:

The City of Riesel has been advised that the generator furnished for the project sustained damage during delivery and has subsequently been returned for evaluation and/or repair. This letter provides formal notice of the City's position regarding the damaged equipment and the Contractor's continuing obligations under the Contract. The City requires the manufacturer to evaluate the generator. Please provide the City and Engineer with the manufacturer's **official written assessment** identifying:

1. The nature and full extent of the damage;
2. Whether the damage affects the generator's structural, mechanical, electrical, operational, or long-term reliability;
3. The manufacturer's recommended repair or replacement;
4. Confirmation that any proposed repair will restore the generator to the condition, performance, useful life, and warranty requirements required by the Contract; and
5. A firm schedule for completing the recommended corrective action and returning the generator to the project.

The City **does not waive or extend any contractual milestone or completion date as a result of this incident**. The Contractor remains responsible for achieving Substantial Completion by **December 14, 2026**, as required by the Contract. The importance and critical timing of the generator delivery and project completion were specifically discussed at the project kickoff. Failure to achieve Substantial Completion within the Contract Time may subject the Contractor to **liquidated damages of $1,000 per day**, consistent with the terms of the Contract. Nothing in this notice constitutes an assessment of liquidated damages at this time or a waiver of any rights or remedies available to the City. **Any delay may result in the City losing substantial grant funding for the project, which was communicated during the project kickoff.**

The City further reserves the right to determine whether installation of a repaired generator is acceptable. The City reserves the right to demand a new undamaged generator. **No repaired or damaged generator should be returned to or installed at the project without the City's written acceptance following review of the manufacturer's findings and recommendations.** If the City considers acceptance of a repaired generator, the City will require appropriate assurances regarding its

condition and reliability, including consideration of **at least one additional year of manufacturer warranty coverage attributable to the delivery damage and repair**.

Because this project involves ARPA/SLFRF funding, the City must also ensure that any expenditure of federal funds remains allowable and properly supported. U.S. Treasury guidance requires SLFRF expenditures to comply with applicable program requirements and provides for recoupment of funds used in violation of those requirements. Accordingly, the City **reserves all rights with respect to costs resulting from the delivery incident**, including the right to seek recovery from the Contractor or other responsible parties for costs that are determined to be ineligible for reimbursement, are not chargeable to the project, or otherwise result from the damage.

Nothing contained in this letter constitutes a waiver, modification, or release of any requirement of the Contract or of any right, claim, remedy, liquidated damage, or other relief available to the City. **All rights and remedies are expressly reserved.**
Please provide the manufacturer's written assessment, proposed corrective action, warranty information, and updated project schedule promptly upon receipt.

Sincerely,

Jennifer L Hogg

Mayor, Jennifer Hogg
City of Riesel

104 N. Highway 6 – PO Box 249, Riesel TX 76682
(254) 896-6501

SECTION 00 52 15
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Riesel** ("Owner") and **Capstar Construction, LLC DBA Capstar Electric** ("Contractor").Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—[NOT USED]

ARTICLE 2—THE PROJECT

The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Furnishing and installing a standby generator for the RMS Plant as described in the plans and specifications.

ARTICLE 3 - ENGINEER

3.01 The Owner has retained **STV Incorporated** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **300** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **335** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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1. *Substantial Completion:* Contractor shall pay Owner **$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$1,000** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, **Base Bid Only for Two Hundred Forty Four Thousand Dollars and No Cents ($244,000.00)** at the prices stated in the Contractor's Bid, attached hereto as **Exhibit A**.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **21st** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **Ninety five** percent of the value of the Work completed (with the balance being retainage).

b. **Ninety five** percent of materials and equipment not incorporated in the Work (with the balance being retainage).

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6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
7. Drawings listed on the attached sheet index.
8. Addenda (number **N/A**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. **Bid Form for Construction Contract**
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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ARTICLE 8 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Riesel	**Capstar Construction, LLC DBA Capstar Electric**
(typed or printed name of organization)	*(typed or printed name of organization)*
By: Jennifer L Hogg	By:
(individual's signature)	*(individual's signature)*
Date: 1-16-26	Date: **12-10-2025**
(date signed)	*(date signed)*
Name: Jennifer Hogg	Name: **GEORGE PICKEN**
(typed or printed)	*(typed or printed)*
Title: Mayor	Title: **MANAGING MEMBER**
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: Alisha Flanary	Attest: Ann Henry
(individual's signature)	*(individual's signature)*
Title: City Secretary	Title: **CORPORATE SECRETARY**
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
104 N Hwy 6	**3871 E. UNIVERSITY AVE. STE. 101**
Riesel, TX 76682	**GEORGETOWN, TX. 78626**
Designated Representative:	Designated Representative:
Name: Randy Ehlers	Name: **DARRYL JAMES**
(typed or printed)	*(typed or printed)*
Title: Director of Public Works	Title: **PROJECT MANAGER**
(typed or printed)	*(typed or printed)*
Address:	Address:
104 N. Hwy 6	**3871 E. UNIVERSITY AVE. STE. 101**
Riesel, Texas 75570	**GEORGETOWN, TX. 78626**
Phone: 254-424-6658	Phone: **512-260-2400 o, 409-225-7839 c**
Email: Publicworks@cityofriesel.org	Email: **DJAMES@CAPSTARELECTRIC.COM**
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: **TDLR 30751** *(where applicable)*
	State: **TEXAS**

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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EXHIBIT A

BID FORM

Owner: **City of Riesel**
Description: **RMS Plant Standby Generator**
Date: **October 2025**
Project No.: **CIRI2400336.00**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	SUB-TOTAL
BID					
0.01	Mobilization, insurance, permits, and demobilization. (Maximum 5% of Construction Total)	1	LS	$5,000.00	$5,000.00
0.02	For furnishing all necessary labor, tools, materials, equipment, and incidentals necessary for installing a standby generator and accessories as shown and specified.	1	LS	$239,000.00	$239,000.00
	TOTAL BID			$244,000.00	$244,000.00