

STATE OF TEXAS §

COUNTY OF BRAZOS §

**PROFESSIONAL SERVICES CONTRACT**

This Contract, dated the \_\_\_\_ day of \_\_\_\_\_, 2016, is between the **City of Bryan**, a Texas home-rule municipal corporation, (City) and **Burditt Consultants, LLC** (FIRM), whereby the FIRM agrees to provide the City with certain services as described herein and the City agrees to pay the FIRM for those services.

**1. Scope of Services**

In consideration of the compensation stated in **Paragraph 2**, the FIRM agrees to provide the City with the services as described in **Exhibit A – RFQ #16-014, Exhibit B – FIRM’s Proposal to the City of Bryan, Exhibit C – Scope of Services, and Exhibit D – Fee Summary** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

**“Architectural / Engineering Services for Park Design of the Bryan Regional Athletic Complex (a.k.a. BRAC)”**

**2. Payment**

In consideration of the FIRM’s provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the FIRM according to the terms set forth in **Exhibit A, Exhibit B, and Exhibit D**. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services and expenses provided under this Contract may not exceed **\$1,340,752**. It is understood that this amount includes a not-to-exceed amount for reimbursable expenses, commensurate with agreed upon quantity of printed drawing sets, in accordance with the fee schedule set forth in **Exhibit D**.

**3. Time of Performance**

A. All work and services provided under this Contract must be completed as outlined in **Exhibit A, Exhibit B, Exhibit C, and Exhibit E**.

B. **Time is of the essence of this Contract.** The FIRM shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the project timeline specified in **Exhibit A, Exhibit B, Exhibit C, and Exhibit E**.

**4. Warranty, Indemnification, & Release**

A. As an experienced and qualified FIRM, the FIRM warrants that the information provided by the FIRM reflects high professional and industry standards, procedures, and performances. The FIRM warrants that the performance of all services under this Contract will be pursuant to a high standard of performance in the profession. The FIRM warrants that the FIRM will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the FIRM, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their services, or any document, nor shall the City's approval be deemed to be the

assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the FIRM, its employees, associates, agents, or subcontractors.

B. The FIRM shall promptly correct any defective services or documents furnished by the FIRM at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the FIRM's services hereunder or of the scope of work itself shall in no way alter the FIRM's obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the FIRM is an independent contractor and not an agent or employee of the City. The FIRM and its employees are not the agents, servants, or employees of the City. As an independent contractor, the FIRM shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the FIRM shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The FIRM shall have ultimate control over the execution of the professional services. The FIRM shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the FIRM or any of the FIRM's subcontractors.

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

**E. Responsibility for damage claims (indemnification): FIRM shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the FIRM's negligent performance of the work, or by or on account of any claims or amounts recovered under the Worker's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. The FIRM shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by FIRM's negligence.**

F. Release. The FIRM releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the FIRM or its employees and any loss of or damage to any property of the FIRM or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the FIRM's negligent performance of the work. Both the City and the FIRM expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

## **5. FIRM's Insurance**

The FIRM agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City. All parties to this contract hereby agree that the FIRM's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

FIRM must deliver to City a certificate(s) of insurance evidencing such policies are in full force and effect within ten (10) business days of notification of the City intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the City. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within ten (10) business days **may cause the contract to be rejected**. The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

A. **Workers' Compensation Insurance & Employers' Liability Insurance** - FIRM shall maintain Workers' Compensation insurance for statutory limits and Employers' Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. FIRM shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees. This requirement may be waived with satisfactory evidence that the FIRM is a sole proprietor or partnership and has no employees.

B. **Commercial General Liability Insurance** - FIRM shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City. The City and its agents, officers, officials, and employee shall be listed as an additional insured.

C. **Business Automobile Liability Insurance** - FIRM shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. FIRM shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.

D. **Professional Liability Insurance** - FIRM shall maintain Professional Liability (errors & omissions) insurance with a limit of not less than \$1,000,000. If written on a "Claims-Made" form, FIRM agrees to maintain a retroactive date equivalent to the inception date of the contract (or earlier) and maintain continuous coverage or a supplemental extended reporting period for a minimum of two (2) years after the completion of this contract. FIRM will be responsible for furnishing certification of coverage for two (2) years following contract completion.

E. **Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. FIRM agrees to endorse City and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

F. **Deductibles, Coinsurance Penalties & Self-Insured Retention** - FIRM may maintain reasonable and customary deductibles, subject to approval by the City. FIRM shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

G. **Subcontractors** - If the FIRM's insurance does not afford coverage on behalf of any Subcontractor(s) hired by the FIRM, the Subcontractor(s) shall maintain insurance coverage equal to that required of the FIRM. It is the responsibility of the FIRM to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

H. **Acceptability of Insurers** - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-:VI or better by AM Best Insurance Rating.

I. **Evidence of Insurance** – A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City within ten (10) business days by the successful FIRM's insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City. Renewal certificates shall be sent a minimum of ten (10) business days prior to coverage expiration. Upon request, FIRM shall furnish the City with certified copies of all insurance policies.

The certificate of insurance and all notices shall be sent to:  
City of Bryan  
Risk Management  
PO Box 1000  
Bryan, TX 77805  
Emailed to: mquiroya@bryantx.gov

Failure of the City to demand evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency shall not be construed as a waiver of FIRM's obligation to maintain such insurance.

J. **Notice of Cancellation, Non-renewal, Material Change, Exhaustion of limits** – FIRM must provide minimum thirty (30) calendar days prior written notice to the City of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City is notified a required insurance coverage will cancel or non-renew during the contract period, the FIRM shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect.

K. **FIRM's Failure to Maintain Insurance** – If the FIRM fails to maintain the required insurance, the City shall have the right, but not the obligation, to withhold payment to FIRM until coverage is reinstated or to terminate the Contract.

L. **No Representation of Coverage Adequacy** - The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by FIRM, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the FIRM under the Contract.

## **6. Termination**

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

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

C. No term or provision of this Contract shall be construed to relieve the FIRM of liability to the City for damages sustained by the City because of any breach of contract by the FIRM. The City may

withhold payments to the FIRM for the purpose of setoff until the exact amount of damages due the City from the FIRM is determined and paid.

## **7. Miscellaneous Terms**

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

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

The City of Bryan:  
Attn: City Manager  
P.O. Box 1000  
Bryan, Texas 77805

The FIRM:  
Burditt Consultants, LLC  
P.O. Box 1424  
Conroe, TX 77305

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

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

F. The FIRM, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The FIRM must obtain all necessary permits and licenses required by state law for professional services being provided under this Contract.

G. Reimbursable or other miscellaneous expenses incurred by the FIRM shall be included in the contract price as stated in Section 2 above.

H. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

## **8. Disclosure of Interested Parties**

A. In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The process as implemented by the Commission is as

follows:

1. A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number.
2. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with the City "at the time the business entity submits the signed contract" to the City.
3. The City must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

For more information regarding how to file Form 1295, please click on the following link: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) .

**9. Nepotism**

A. By signing below, the FIRM certifies that neither the signatory, nor any co-owner of the FIRM, is related to a member of the City Council of the City of Bryan within the first, second, or third degree of consanguinity (blood) or affinity (marriage).

**APPROVED FOR COUNCIL:**

**CITY OF BRYAN:**

\_\_\_\_\_  
 Kean Register, City Manager  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Jason P. Bienski, Mayor  
 Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
 Janis K. Hampton, City Attorney  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Mary Lynne Stratta, City Secretary  
 Date: \_\_\_\_\_

**FIRM:**

By: \_\_\_\_\_  
 Charles Burditt, President

Date: \_\_\_\_\_

STATE OF TEXAS                    §  
   §           ACKNOWLEDGEMENT  
 COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Charles Burditt, President on behalf of Burditt Consultants, LLC.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

**Exhibit A**

**RFQ #16-014**

**Exhibit B**  
**STATEMENT OF QUALIFICATIONS**  
**BURDITT CONSULTANTS, LLC**

**Exhibit C**  
**SCOPE OF SERVICES**

**PROJECT UNDERSTANDING**

The City is considering expanding the Bryan Regional Athletic Complex (BRAC) and making improvements to existing facilities and amenities. The City is hiring FIRM to provide design services to be performed in six (6) phases: 1) Public Engagement and Programming, 2) Schematic Design and Master Plan, 3) Design Development, 4) Final Design, 5) Bidding and Award, and 6) Construction Observation. The first two (2) phases will be for public engagement and interaction with local stakeholders, boards, committees, and/or task forces to ensure community involvement (with advice and input from City staff on contact audience and engagement approach), as well as the preparation of conceptual designs, initial opinion of probable costs, projected O&M costs, and a preliminary engineering report for consideration by the City. The third phase will be to prepare the Preliminary Design including necessary site preliminary engineering. The fourth phase will be to complete Final Design, including a revised statement of probable costs. The fifth phase will be for the preparation of bid documents and assisting with the award of the construction contract. The sixth and final phase shall be for oversight and review during/following construction.

**BASIC SCOPE OF SERVICES**

The basic scope of services proposed for this project includes the following:

**I. PHASE I – PUBLIC ENGAGEMENT AND PROGRAMMING:**

1. With the assistance and input of staff, Burditt will develop a Public Involvement Plan to engage relevant audiences.
2. Task purposes include:
  - a. Reaffirm goals and objectives for public and City involvement and determine the means and methods by which they will be reached;
  - b. Review of trend analysis with respect to public amenities, with a focus on statewide supply and demand, and provide recommendations for alternative approaches;
  - c. Establish meeting dates and locations, and how the public will be notified or invited to participate;
  - d. Establish City staff meetings or workshop dates when personnel and officials (or invitees) can gain consensus for vision direction, including that of various other departmental and elected official input;
  - e. Develop an evaluation criteria to be documented throughout the process;
  - f. Assist in identification of focus groups and the means by which they will be included; and,
  - g. Provide content and assistance for use in web-oriented media and assist with typical public relations efforts.
3. From these tasks the Final Public Engagement Plan will be completed with Goals and Evaluation Criteria.
4. The following Stakeholder Involvement Schedule is suggested but will be revised with staff input:

- a. WEEK 1-2: Meet with Parks and Recreation staff, advisory committee members, Bryan Business Council, Bryan ISD, Bryan/College Station Convention & Visitors Bureau, Council members individually (as directed by staff), College Station Parks and Recreation staff, Texas A&M Department of Recreation, Park, and Tourism Sciences, and others as needed or directed by City staff;
  - b. WEEK 3: Meet with Neighborhood Associations and conduct outreach exercises in affected neighborhoods;
  - c. WEEK 4: Meeting with stakeholder groups, selected in consultation with the City, such as competitive leagues and organizations;
  - d. WEEK 5: Public feedback session (Downtown Bryan or easily accessible location);
  - e. WEEK 7: On-site design workshop at BRAC; and,
  - f. WEEK 8: Develop Stakeholder Engagement Report.
5. The preceding proposed schedule and audience are dependent on staff input and approval (provided as a temporary placeholder to be further refined upon project commencement).
  6. Other included services to be provided during this Phase are the preparation of graphic representations of conditions and visual preferences, other site mapping and multi-media items or presentations depending on audience.
  7. Deliverables for Phase I shall include all meetings, assistance and content for public relations efforts and awareness, followed by a complete Stakeholder Engagement Report documenting findings. Findings will be presented in Council Workshop presentation.

## **II. PHASE II – SCHEMATIC DESIGN AND MASTER PLAN:**

1. Meetings with staff to coordinate design intention and preliminary program needs, which will include approaches for a fully constructed as well as a phased approach, civil improvements and limits of work, FIRM team member roles, and distribute agenda and project timeline.
2. Assess Initial Target Budget.
3. Obtain CADD base drawings, obtain and review Geotechnical Study/Report, obtain and review Topographic or Boundary surveys, and obtain and review Phase I Environmental Report(s).
4. Review applicable documents as supplied and as provided by City including current code requirements.
5. Research preliminary site issues regarding general topography, accessibility, drainage, suitability for project use, and demographic and psychographic data as available to identify potential for demand and need.
6. Develop overall Program based on market research with input from staff and other participants in prior meetings.
7. Consider preliminary hydraulics and hydrology issues including floodplain limitations, lighting design, coordination with public and private utility companies, and coordination of necessary permitting with applicable entities.

8. Complete Preliminary Master Plan.
9. Design concepts in accordance with Bryan's Land Development Regulations, where applicable.
10. Prepare Alternative Development and Design Scenarios for Park Renovations and recommended new construction.
11. Prepare Program and Schematic Design along with initial Preliminary Statement of Probable Costs for staff approval.
12. Meet with staff to Review Concepts through Schematic Design.
13. Revise and present staff-approved Preliminary Schematic Design and Statement of Probable Costs, for both a fully constructed and a phased approach for staff and/or Council approval.
14. Deliverables for Phase II include all the aforementioned items in Phase II culminating in staff-approved Master Plan and Schematic Design, Statement of Probable Costs for written approval by staff and/or Council, projected O&M cost estimates, and a Council Workshop presentation.

### **III. PHASE III – DESIGN DEVELOPMENT:**

1. Follow Council direction for overall program objectives, project design, and total project budget target.
2. Prepare Preliminary Civil, Structural, and MEP engineering drawings including grading/drainage. Prepare Preliminary Architecture, Landscape Architecture drawings, and Irrigation Schematic Design.
3. Prepare Design Development Drawings for park renovations in association with staff; Revise Final Statement of Probable Costs and prepare projected O&M cost estimates.
4. Conduct initial assessment and Preliminary ADA review discussions with FIRM architect and Registered Accessibility Specialist (RAS).
5. Conduct traffic impact analysis as relates to entrances and placement of driveways;
6. Meet with staff to Review Concepts through Design Development;
7. Revise drawings, develop preliminary details, outline specification, and Probable Costs as instructed.
8. Present staff-approved Design Development Drawings and Statement of Probable Costs, for both a fully constructed and a phased approach for staff and/or Council approval.
9. Deliverables for Phase III include all the aforementioned items culminating in staff-approved Design Development Drawings, Statement of Probable Costs for written approval by staff and/or Council, projected O&M cost estimates, and a Council Workshop presentation.

### **IV. PHASE IV – FINAL DESIGN:**

1. Revise and update CADD base drawings from Architect, Civil Engineer, Landscape Architect as required to prepare final Construction Documents.
2. Review bidding requirements (front end documents) with staff.

3. Prepare Final Construction Document Design at specific percentages as approved in writing by staff; i.e., 50%, 90% (or as otherwise directed) completion of Construction Documents.
4. Obtain any additional required Environmental Assessment or Mitigation Reports/Plans contingent on Phase II staff and/or Council approved Design (additional Environmental Assessment beyond Phase I ESA is an Additional Service).
5. Update Statement of Probable Costs and review with staff.
6. Produce Final Sealed Architectural Plan, Details, and Specifications.
7. Produce Final Sealed Civil Engineer, Structural Engineer, MEP Engineer, Details, and Specifications.
8. Produce Final Sealed Landscape Plan, Details, and Specifications.
9. Produce Final Sealed Irrigation Plan, Details, and Specifications.
10. Prepare drainage mitigation and SWPP plan.
11. Submit for final TDLR review upon issuance of construction documents. (Note: TDLR fees are a City expense.)
12. Deliverables for Phase IV include the aforementioned items to specifically include all appropriate submissions to regulatory agencies, updates to Statement of Probable Cost, production of all sealed plans for relevant disciplines, and presentation of progress in Council Workshop.

**V. PHASE V – BIDDING AND AWARD:**

1. Prepare Project Manual and assist City Procurement staff with Bidding, RFI, and Addendums.
2. Attend meeting with staff and Procurement Representatives to review bidding dates, and probable construction timelines/deadlines.
3. Provide AutoCAD drawings as instructed by staff.
4. Prepare electronic copies of bid package and forward to staff.
5. Arrange and Conduct the Pre-bid meeting at City facilities.
6. Respond to requests for information (RFI) and questions from bidding contractors.
7. Issue Addenda through the City’s Purchasing Department as required.
8. Tabulate Bids and Make Recommendation on Contract Award.
9. Deliverables for Phase V include aforementioned items including Project Manual, hosting of preparatory and pre-bid meetings, responses to contractors, issuance of addenda, tabulation of bids, culminating in Recommendation on Contract Award. Presentation to Council Workshop at City’s discretion.

**V. PHASE VI - CONSTRUCTION OBSERVATION:**

1. Arrange and Attend the Project Pre-construction Conference.
2. Perform Construction Observation site visits at intervals appropriate to the stage of construction, which will be at least once per week. Two (2) of the visits will occur to inspect landscape materials (if applicable) as they are delivered prior to installation.

3. Issue Observation Reports following site visits.
4. Provide recommendations to address changed or unknown conditions that may appear during construction.
5. Review and make recommendations to City on shop drawings, product submittals, test results and other submittals.
6. Prepare change orders for contractor and make recommendations for their written approval by the City.
7. Attend weekly construction progress meetings, as City deems necessary.
8. Perform Substantial Completion Site Visit to review punch list items.
9. Submit Substantial Completion Observation Report to staff.
10. Review Pay Applications and Submittals as required and submit to City for written approval.
11. Communicate and direct contractor of required preparation and delivery of "As-Built" plans and specifications.
12. Conduct Final Completion Observation, Closeout, and Report.
13. Deliverables for Phase VI include the aforementioned items including pre-construction conference, weekly observation visits, issuance of reports, administration of construction process culminating in Final Completion, Closeout and Report, and presentation in Council Workshop.

### **ADDITIONAL SERVICES**

Certain services that are excluded from Basic Services or are requested by the City beyond the Scope of Basic Services are to be treated as Additional Services. Additional Services are primarily related to those services in which the volume and type is largely contingent on a Council-approved Statement of Probable Cost and are therefore impossible to quantify in quantity and cost prior to an approved Statement of Probable Cost. Any required Additional Services will not be secured without prior written approval by the City.

The following Additional Services potentially required include:

1. Ecological/Environmental or Hazard Mitigation design/plans beyond those of a Phase I Environmental Site Assessment (included in Basic Services)

### **REIMBURSABLE EXPENSES**

Reimbursable expenses include:

- Print and/or electronic advertisements for public meetings (including Spanish language)
- Routine internal production of working documents
- Production of 50%, 90% and Final Published Sealed Documents for Bidding
- Courier service, if required

The quantity and document size of required drawing sets are generally determined throughout the course of the project by the City. Prior to ordering any drawing sets required by the City, a hard quote on a per set basis will be provided to the City for written approval. Reimbursement will be made in the same manner as all other approved costs or reimbursable expenses as noted above.

Final project deliverables for design shall be 22" x 34" Mylar design sheets, construction cost estimates and specifications.

“As-built” information from construction General Contractor will be incorporated into the plan set to produce record drawings for the project. FIRM will inform General Contractor of duty to provide a marked plan set including “as-built” information.

### **EXCLUSIONS TO BASIC SERVICES**

CITY requests for any of the following shall be considered Additional Services and compensation to FIRM shall be made according to FIRM's published 2016 hourly rates (attached) or fixed fees with prior approval by the CITY, or as an Additional Sub-Consultant service:

- a. Archaeological Studies or Services.
- b. Ecological/Environmental or Hazardous Assessment or Mitigation. Note: Phase I Environmental Site Assessment is included in Basic Services.
- c. Remediation of Asbestos, Brownfield Sites, site contamination, and other hazardous elements.
- d. Re-design of key elements of project after City written approval for Final Design has been given.
- e. Food Service Equipment Design.
- f. Fire Alarm/Suppression System Design/Security Surveillance Design.
- g. Preparation of record drawings.
- h. Emergency Power Generation Systems/Design.
- i. Off-site utility infrastructure Engineering/Design.
- j. Material Testing.
- k. Preparation of easements by separate instrument.
- l. Construction staking.
- m. Contractor “As-Built” Plans.
- n. Traffic Engineering Studies.
- o. LEED Design or Application/Audit.
- p. TDLR Fees with registration review and inspection for T.A.S. compliance.
- q. USACE 404 Permitting or other Wetland and Endangered Species Mitigation.
- r. All permits and/or fees as required by local authorities having jurisdiction.
- s. Resident inspection of Construction Operations by Third Party hired by City.
- t. Value Engineering once Final Design Documents and Costs approved by City.

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**Exhibit D**  
**FEE SUMMARY & ESTIMATED MONTHLY FEE SCHEDULE**

Payment to the FIRM will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the FIRM for all work performed under this Agreement. Invoices are due and payable within thirty (30) business days of receipt. Invoices will be prepared in a format approved in writing by the CITY prior to submission of the first monthly invoice. Monthly payment of the fee will be in proportion to percent completion of the total work for each fee item outlined below.

B. Upon completion of services enumerated in **Exhibits A, B, and C**, the final payment of any balance will be due upon receipt of the final invoice.

**BASIC SERVICES**

A Preliminary Project Budget has been established by the City in order to determine an initial level of effort and fee schedule for professional services. The initial budget is established in the amount of Fifteen Million Dollars (\$15,000,000) with professional fees agreed upon between both parties to be based upon a lump sum amount in the amount of One Million Three Hundred Forty Thousand Seven Hundred Fifty Dollars (\$1,340,750). Adjustments to the project budget will be made throughout the project based upon Statements of Probable Costs as developed and approved initially during Phase I – Public Engagement and Programming and Phase II – Schematic Design and Master Plan by City staff and/or by City Council should the project be approved to move into Phase III – Design Development and Phase IV - Final Design. Statements of Probable Costs will be approved at the end of each Phase of work and fee may be affected based on the level of effort required.

Following each approved Statement of Probable Costs, should the City have elected to increase the allotted budget or program elements resulting in approved Statements of Probable Costs higher than the original approved budget while the project is under design, the Firm shall be compensated for increased scope design services commensurate with an amount equal to Eight Percent (8%) of the increased level of cost. If the approved Statements of Probable Costs is less than the Preliminary Project Budget, fees will be adjusted downwards accordingly in the same amount. The proposed lump sum fee breakdown is as follows:

**Total Fees are outlined below and are proposed as a Lump Sum.** Fee adjustments relating to increases or decreases in Statements of Probable Costs (Approved Construction Budgets) and Final Lowest Qualified Bid for Projects shall be adjusted by application of a percentage of the increase or decrease and based upon Eight Percent (8%). The following milestones are proposed (amounts are based on Preliminary Project Budget of \$15,000,000):

**Phase I – Public Engagement and Programming**

**\$67,038**

1. With the assistance and input of staff, Burditt will develop a Public Involvement Plan to engage relevant audiences.

2. Task purposes include:
  - a. Reaffirm goals and objectives for public and City involvement and determine the means and methods by which they will be reached.
  - b. Review of trend analysis with respect to public amenities, with a focus on statewide supply and demand, and provide recommendations for alternative approaches.
  - c. Establish meeting dates and locations, and how the public will be notified or invited to participate.
  - d. Establish City staff meetings or workshop dates when personnel and officials (or invitees) can gain consensus for vision direction, including that of various other departmental and elected official input.
  - e. Develop evaluation criteria to be documented throughout the process.
  - f. Assist in identification of focus groups and the means by which they will be included.
  - g. Provide content and assistance for use in web-oriented media and assist with typical public relations efforts.
3. From these tasks the Final Public Engagement Plan will be completed with Goals and Evaluation Criteria.
4. The following Stakeholder Involvement Schedule is suggested but will be revised with staff input:
  - a. WEEK 1-2: Meet with Parks and Recreation staff, advisory committee members, Bryan Business Council, Bryan ISD, Bryan/College Station Convention & Visitors Bureau, Council members individually (as directed by staff), College Station Parks and Recreation staff, Texas A&M Department of Recreation, Park, and Tourism Sciences, and others as needed or directed by City staff;
  - b. WEEK 3: Meet with Neighborhood Associations and conduct outreach exercises in affected neighborhoods;
  - c. WEEK 4: Meeting with stakeholder groups, selected in consultation with the City, such as competitive leagues and organizations;
  - d. WEEK 5: Public feedback session (Downtown Bryan or easily accessible location);
  - e. WEEK 7: On-site design workshop at BRAC ;
  - f. WEEK 8: Develop Stakeholder Engagement Report.
5. The preceding proposed schedule and audience are dependent on staff input and approval (provided as a temporary placeholder to be further refined upon project commencement);
6. Other included services to be provided during this Phase are the preparation of graphic representations of conditions and visual preferences, other site mapping and multi-media items or presentations depending on audience.
7. Deliverables for Phase I shall include all meetings, assistance and content for public relations efforts and awareness, followed by a complete Stakeholder Engagement Report documenting findings. Findings will be presented in Council Workshop presentation.

**Phase II – Schematic Design and Master Plan****\$368,706**

1. Meetings with staff to coordinate design intention and preliminary program needs, which will include approaches for a fully constructed as well as a phased approach, civil improvements and limits of work, FIRM team member roles, and distribute agenda and project timeline.
2. Assess Initial Target Budget.
3. Obtain CADD base drawings, obtain and review Geotechnical Study/Report, obtain and review Topographic or Boundary surveys, and obtain and review Phase I Environmental Report(s).
4. Review applicable documents as supplied and as provided by City including current code requirements.
5. Research preliminary site issues regarding general topography, accessibility, drainage, suitability for project use, and demographic and psychographic data as available to identify potential for demand and need.
6. Develop overall Program based on market research with input from staff and other participants in prior meetings.
7. Consider preliminary hydraulics and hydrology issues including floodplain limitations, lighting design, coordination with public and private utility companies, and coordination of necessary permitting with applicable entities.
8. Complete Preliminary Master Plan.
9. Design concepts in accordance with Bryan's Land Development Regulations, where applicable.
10. Prepare Alternative Development and Design Scenarios for Park Renovations and recommended new construction.
11. Prepare Program and Schematic Design along with initial Preliminary Statement of Probable Costs for staff approval.
12. Meet with staff to Review Concepts through Schematic Design.
13. Revise and present staff-approved Preliminary Schematic Design and Statement of Probable Costs, for both a fully constructed and a phased approach for staff and/or Council approval.
14. Deliverables for Phase II include all the aforementioned items in Phase II culminating in staff-approved Master Plan and Schematic Design, Statement of Probable Costs for written approval by staff and/or Council, projected O&M cost estimates, and a Council Workshop presentation.

**Phase III – Design Development****\$201,112**

1. Follow Council direction for overall program objectives, project design, and total project budget target.
2. Prepare Preliminary Civil, Structural, and MEP engineering drawings including grading/drainage. Prepare Preliminary Architecture, Landscape Architecture drawings, and Irrigation Schematic Design.
3. Prepare Design Development Drawings for park renovations in association with staff; Revise Final Statement of Probable Costs and prepare projected O&M cost estimates.

4. Conduct initial assessment and Preliminary ADA review discussions with FIRM architect and Registered Accessibility Specialist (RAS).
5. Conduct traffic impact analysis as relates to entrances and placement of driveways;
6. Meet with staff to Review Concepts through Design Development.
7. Revise drawings, develop preliminary details, outline specification, and Probable Costs as instructed.
8. Present staff-approved Design Development Drawings and Statement of Probable Costs, for both a fully constructed and a phased approach for staff and/or Council approval.
9. Deliverables for Phase III include all the aforementioned items culminating in staff-approved Design Development Drawings, Statement of Probable Costs for written approval by staff and/or Council, projected O&M cost estimates, and a Council Workshop presentation.

**Phase IV – Final Design**

**\$402,225**

1. Revise and update CADD base drawings from Architect, Civil Engineer, Landscape Architect as required to prepare final Construction Documents.
2. Review bidding requirements (front-end documents) with staff.
3. Prepare Final Construction Document Design at specific percentages as approved in writing by staff; i.e., 50%, 90% (or as otherwise directed) completion of Construction Documents.
4. Obtain any additional required Environmental Assessment or Mitigation Reports/Plans contingent on Phase II staff and/or Council approved Design (additional Environmental Assessment beyond Phase I ESA is an Additional Service).
5. Update Statement of Probable Costs and review with staff.
6. Produce Final Sealed Architectural Plan, Details and Specifications.
7. Produce Final Sealed Civil Engineer, Structural Engineer, MEP Engineer, Details, and Specifications.
8. Produce Final Sealed Landscape Plan, Details, and Specifications.
9. Produce Final Sealed Irrigation Plan, Details, and Specifications.
10. Prepare drainage mitigation and SWPP plan.
11. Submit for final TDLR review upon issuance of construction documents. (Note: TDLR fees are a City expense.)
12. Deliverables for Phase IV include the aforementioned items to specifically include all appropriate submissions to regulatory agencies, updates to Statement of Probable Cost, production of all sealed plans for relevant disciplines and presentation of progress in Council Workshop.

**Phase V – Bidding and Award**

**\$33,519**

1. Prepare Project Manual and assist City Procurement staff with Bidding, RFI, and Addenda.
2. Attend meeting with staff and Procurement Representatives to review bidding dates, and probable construction timelines/deadlines.
3. Provide AutoCAD drawings as instructed by staff.

4. Prepare electronic copies of bid package and forward to staff.
5. Arrange and Conduct the Pre-bid meeting at City facilities.
6. Respond to requests for information (RFI) and questions from bidding contractors.
7. Issue Addenda through the City's Purchasing Department as required.
8. Tabulate Bids and Make Recommendation on Contract Award.
9. Deliverables for Phase IV include aforementioned items including Project Manual, hosting of preparatory and pre-bid meetings, responses to contractors, issuance of addenda, tabulation of bids, culminating in Recommendation on Contract Award.

**Phase VI – Construction Observation**

**\$268,150**

1. Arrange and Attend the Project Pre-construction Conference.
2. Perform Construction Observation site visits at intervals appropriate to the stage of construction, which will be at least once per week. Two (2) of the visits will occur to inspect landscape materials (if applicable) as they are delivered prior to installation.
3. Issue Observation Reports following site visits.
4. Provide recommendations to address changed or unknown conditions that may appear during construction.
5. Review and make recommendations to City on shop drawings, product submittals, test results and other submittals.
6. Prepare change orders for contractor and make recommendations for their written approval by the City.
7. Attend weekly construction progress meetings, as City deems necessary.
8. Perform Substantial Completion Site Visit to review punch list items.
9. Submit Substantial Completion Observation Report to staff.
10. Review Pay Applications and Submittals as required and submit to City for written approval.
11. Communicate and direct contractor of required preparation and delivery of "As-Built" plans and specifications.
12. Conduct Final Completion Observation, Closeout, and Report.
13. Deliverables for Phase VI include the aforementioned items including pre-construction conference, weekly observation visits, issuance of reports, administration of construction process culminating in Final Completion, Closeout and Report, and presentation in Council Workshop.

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**TOTAL BASIC SERVICES FEE      \$1,340,750**

Fees are inclusive of all public involvement, program development, design and engineering services, and travel and meeting expenses.

<b>Summary of Fees (Council Statement of Probable Cost approval at end of Phase II)</b>				
<b>Phase</b>		<b>% of Fee</b>	<b>Phase Fee</b>	<b>Cumulative Fee</b>
1	Stakeholder Engagement and Programming	5.0%	\$ 67,038	\$ 67,038
2	Schematic Design and Master Plan	27.5%	\$ 368,706	\$ 435,744
3	Design Development	15.0%	\$ 201,112	\$ 636,856
4	Final Design	30%	\$ 402,225	\$ 1,039,081
5	Bidding & Award	2.5%	\$ 33,519	\$ 1,072,600
6	Construction Admin	20.0%	\$ 268,150	\$ 1,340,750
		100%		

### **ADDITIONAL SERVICES**

City request for any excluded items that are considered “Additional Services” shall be invoiced at Firm’s published 2016 hourly rates (attached), or fixed fees with prior written approval by the City, or as an additional sub-consultant service.

The following Additional Services potentially required include:

- Ecological/Environmental or Hazard Mitigation design/plans beyond those of a Phase I Environmental Site Assessment (included in Basic Services) **Not to Exceed \$100,000**

### **REIMBURSABLE EXPENSES**

Reimbursable expenses include:

- Print and/or electronic advertisements for public meetings (including Spanish language)
- Routine internal production of working documents
- Production of 50%, 90% and Final Published Sealed Documents for Bidding
- Courier service, if required

The quantity and document size of required drawing sets are generally determined throughout the course of the project by the City. Prior to ordering any drawing sets required by the City, a hard quote on a per set basis will be provided to the City for written approval. Reimbursement will be made in the same manner as all other approved costs or reimbursable expenses as noted above.

Final project deliverables for design shall be 22” x 34” Mylar design sheets, construction cost estimates and specifications.

“As-built” information from construction General Contractor will be incorporated into the plan set to produce record drawings for the project. FIRM will inform General Contractor of duty to provide a marked plan set including “as-built” information.

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**BURDITT CONSULTANTS, LLC  
2016 HOURLY RATES**

***HOURLY RATES APPLY ONLY TO REQUESTS MADE OUTSIDE OF BASIC SERVICES OR COVERED BY ADDITIONAL SERVICES OR FIXED FEE CHANGE ORDERS.*** Hourly Basis Rates for Professional Services not covered under Basic Services and requested by City for planning, architecture, landscape architecture, engineering or any other services shall be at the following rates:

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal	\$170
Project Manager	\$150
Project Architect	\$135
Project Landscape Architect	\$135
Project Engineer	\$135
Senior Planner	\$135
Urban Forester	\$125
Natural Resource Planner	\$125
Licensed Irrigator	\$110
Geographic Information Systems (GIS) Planner	\$110
Landscape Designer	\$110
CAD Designer II	\$ 90
CAD Designer I	\$ 70
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 55

Reimbursable expenses and necessary sub-consultants not currently required by project but approved in writing by City shall be invoiced at cost plus seven and one-half percent (7.5%).

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**ESTIMATED MONTHLY FEES:**

March 2016	\$124,017	Notice to Proceed, Stakeholder Engagement, Site Drainage/Hydrology, obtain Boundary Survey, Geotech, Topo, Public Engagement
April 2016	\$88,825	Complete Boundary Survey, Geotech, Topo, Public Engagement. Programming,
May 2016	\$112,288	Public Engagement, Program Development,
June 2016	\$73,741	Schematic Design, Renderings/Modelling
July 2016	\$36,871	Schematic Design, Renderings/Modelling
August 2016	\$80,445	Final Master Plan, Design Development, Statement of Probable Costs, O&M Estimates, Revenue Projections, Traffic impact, start PER
September 2016	\$70,389	Design Development,
October 2016	\$50,278	Issue PER, Complete Design Development
November 2016	\$80,445	Final Design
December 2016	\$84,467	Final Design
January 2017	\$84,467	50% CD
February 2017	\$76,423	90% CD,
March 2017	\$76,423	Final Design Approval
April 2017	\$33,519	Issue Project Manual and prep for Bidding, Bidding activities, Bid Approval, Pre-Construction Conference
May 2017 – April 2018	\$22,346 (per month)	Site Inspections, Pay Apps, As-Builts, Close-Out
Total	\$1,340,750	

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**Exhibit E**

**PROJECT SCHEDULE**

**SCHEDULE:**

Commence Stakeholder and Public Engagement	March 23, 2016
Research trends related to public amenities; evaluate statewide supply/demand	March 24, 2016
Request Survey Proposals for Boundary, Topographic and Geotechnical	March 28, 2016
Begin Conceptual Site Development Plans for City Staff Meetings and Early Cost Analysis	April 9, 2016
Begin Internal Design Concepts of Alternative Site Development Scenarios	April 11, 2016
Review Survey Proposals with City Staff and Execute Agreements with Subcontractor Survey Firms	April 13, 2016
Schedule Public Involvement Meetings	April 27, 2016
Schedule Public Involvement Meetings	May 11, 2016
Tabulate and Document Public Involvement Input	May 25, 2016
Begin to Create Renderings for staff and City Council Review and Input	May 25, 2016
<b>Complete Public Engagement Phase (Phase I)</b>	<b>June 1, 2017</b>
Develop Draft Master Plan from Approved Iterations	June 8, 2016
Develop Updated Statement of Probable Costs	June 8, 2016
Develop O&M Estimates and Potential Revenue Projections	June 8, 2016
<b>Complete Schematic Design &amp; Master Plan (Phase II)</b>	<b>July 31, 2016</b>
<b>Initiate Design Development (Phase III)</b>	<b>August 1, 2016</b>
Begin Preliminary Engineering	August 1, 2016
Develop Updated Statement of Probable Costs	August 12, 2016
Develop O&M Estimates and Potential Revenue Projections	August 12, 2016
Complete Preliminary Engineering Report (PER)	October 30, 2016
<b>Complete Design Development (Phase III)</b>	<b>October 30, 2016</b>
<b>Initiate Final Design (Phase IV)</b>	<b>November 1, 2016</b>

50% Construction Document Review	January 5, 2017
90% Construction Document Review	February 28, 2017
Final Review	March 30, 2017
<b>Complete Final Design (Phase IV)</b>	<b>March 30, 2017</b>
<b>Bidding Phase (Phase V)</b>	<b>April 1, 2017</b>
<b>Begin Construction Phase (Phase VI)</b>	<b>May 5, 2017</b>
Construction Complete; As-Builts, Closeout	April 30, 2018
<b>Complete Construction Phase (Phase VI)</b>	<b>May 15, 2018</b>

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