

June 12, 2023

Item No. 9.10.

2022 Bond Project: Bachmann Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a professional services contract with Burditt Land|Place, not to exceed \$674,415 for design services for Bachmann Little League and Senior League Buildings and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval and award of the professional services contract with The Burditt Land|Place for architectural, civil, structural, mechanical, and plumbing engineering services, including schematic design, design development, construction documents, bidding documents, and construction observation and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: The Bachmann Little League and Senior League Buildings Project was one of the 2022 Bond projects that was approved by the voters at the November 8, 2022 bond election. A Request for Qualifications (RFQ) was composed shortly afterwards and sent out on January 2, 2023. On January 31, 2023, eight (8) submissions of qualifications were received. A panel of City employees were assembled to review all eight submissions. Evaluations were completed during February. In March, the two highest ranking design firms were interviewed. Burditt Land|Place was selected. A scoping meeting was held with a final proposal for design received in May.

The proposed professional services contract will include schematic, design data collection and analysis, capital cost estimates, design development, final design and documentation, bidding, and construction services for the new Little League and Senior League Buildings at Bachmann Park.

Budget & Financial Summary:

Budget in the amount of \$7,000,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$2,575 has been expended or committed to date, leaving a balance of \$6,997,425 for this design contract and future costs. Funding for this project was approved via the City of College Station's November 2022 General Obligation Bond Election.

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

Attachments:

1. Bachmann PK2304 DRR 6.12.23
2. Bachmann Design Contract with Burditt

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS THAT:

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$7,000,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 12th DAY OF June, 2023.

John Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

(Seal)

APPROVED:



McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

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

Bachmann Little League and Senior League/Soccer Buildings (\$7,000,000)

Existing restroom and storage facilities servicing the Bachmann Senior League/Soccer Fields and Bachmann Little League Fields were constructed in 1984 and 1994. The project will demolish the existing structures and build new facilities with expanded restrooms, concessions areas, and storage for user groups.

The project was approved via the City of College Station's November 2022 General Obligation Bond Election. This project was approved as part of Proposition D.



CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 23300310 PROJECT#: PK2304 BID/RFP/RFQ#: RFQ23-010

Project Name / Contract Description: Bachmann Park Senior and Little League/ Soccer Buildings
A/E contract for Bachmann Park

Name of Contractor: Burditt Consultants, LLC

CONTRACT TOTAL VALUE: \$ 674,415.00

Grant Funded Yes No
If yes, what is the grant number:

Debarment Check Yes No N/A
Section 3 Plan Incl. Yes No N/A

Davis Bacon Wages Used Yes No N/A
Buy America Required Yes No N/A
Transparency Report Yes No N/A

NEW CONTRACT **RENEWAL #** N/A **CHANGE ORDER #** N/A **OTHER** N/A

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Consultant picked as best response to RFQ-23-010 from 8 responses received.
PK2304 - Design - GO2023

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 6/12/2023 **Agenda Item No*:** _____

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

Insurance Certificates: RU **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 5/23/2023
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT
WITH CONSTRUCTION**

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and **Burditt Consultants, LLC**, a Texas corporation (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
SCOPE OF SERVICES**

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the “Project”):

College Station Bachmann Park Design

**ARTICLE II
PAYMENT**

2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed Six Hundred Seventy-Four Thousand Four Hundred Fifteen and 00 /100 Dollars (\$674,415.00).

**ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST**

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

- (a) Conceptual Design: 77 calendar days after the authorization to commence planning.
- (b) Preliminary Design: 112 calendar days after authorization to commence PPD.
- (c) Final Design: 147 calendar days after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date:

July 31st, 2024

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates, which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has control shall not be exceeded without written approval from the City. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule ("Recovery Plan"). With the City's approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

- (1) The time for the completion of all Work described herein are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would

sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

- (2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, fail, or refuse to complete the Work within the times herein specified, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet any of the deadlines specified for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

3.08 The construction budget for this Project, which is established as a condition of this Contract is \$5,625,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV CONCEPTUAL DESIGN

4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V PRELIMINARY DESIGN

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary

Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI FINAL DESIGN

6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon

request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII BID PREPARATIONS & EVALUATION

7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.

8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or

deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

8.07 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

8.09 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

8.10 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.

8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX CHANGE ORDERS, DOCUMENTS & MATERIALS

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, the Scope of Services, and the Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

9.02 When the original contract amount plus all change orders is \$100,000 or less, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council must approve such change order prior to commencement of the services.

9.03 When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council.

9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the

City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.05 The Consultant shall furnish the City with both electronic (PDF) and CAD file sets of all plans and specifications. The Consultant shall provide the City one (1) set of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X WARRANTY, INDEMNIFICATION & RELEASE

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other 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 Consultant, its employees, associates, agents, or subcontractors.

10.02 The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials,

equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant 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 Consultant or any of the Consultant's subcontractors.

10.04 The Consultant 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 its 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 Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity.

- (a) To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.**
- (b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.**

- (c) **Consultant shall procure liability insurance covering its obligations under this section.**
- (d) **It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

10.06 Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees, and volunteers 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 Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant 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 and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI INSURANCE

11.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on below.

During the term of this Contract Consultant's insurance policies shall meet the minimum requirements of this section:

11.02 Types. Consultant shall have the following types of insurance:

- (a) **Commercial General Liability.**
- (b) **Business Automobile Liability.**

- (c) Workers' Compensation/Employer's Liability.
- (d) Professional Liability.

11.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.04 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

- (a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

11.05 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.06 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.07 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "consultant" as identified in this Contract:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) The workers' compensation/Employer's Liability insurance shall include the following terms:
 - i. Employer's Liability limits of \$1,000,000 for each accident is required.
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - iii. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

i. **Definitions:**

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- v. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the

coverage period shown on the current certificate of coverage ends during the duration of the project.

- vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - A. a certificate of coverage, prior to the other person beginning work on the project; and
 - B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the

provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
- x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

11.01 Professional Liability Requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.
- (d) Retroactive date must be shown on certificate.

ARTICLE XII USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

12.01 Any and all drawings, specifications and other documents prepared, furnished, or both

prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents) ("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

12.02 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The

City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

**ARTICLE XIII
TERMINATION**

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

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

13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

**ARTICLE XIV
MISCELLANEOUS TERMS**

14.01 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.

14.02 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:

City of College Station

Attn: Rusty Warncke
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
rwarncke@cstx.gov

Burditt Consultants, LLC

Attn: Charles Burditt
105 N. Main Street, Ste. 123
Bryan, TX 77803
936-756-3041
cburditt@burditt.com

14.03 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, 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 and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

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

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

14.06 Invalidity. If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

14.07 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

14.08 The Consultant, its agents, employees, and subconsultants must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

14.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

14.10 This Contract goes into effect when duly approved by all the parties hereto.

14.11 Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

14.12 Verification No Boycott of Israel. To the extent this Contract is considered a contract for goods or services subject to §2270.002 Texas Government Code, Consultant verifies that it (i) does not boycott Israel and (ii) will not boycott Israel during the term of this Contract.

14.13 Verification No Boycott of Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

14.14 Verification No Boycott of Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- A. Scope of Services**
- B. Payment Schedule**
- C. Certificates of Insurance**

BURDITT CONSULTANTS, LLC

CITY OF COLLEGE STATION

By: Shane Howard

By: _____

Printed Name: Shane Howard

City Manager

Date: _____

Title: Sr Vice President

Date: 5/23/2023

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

See attached proposal...

Exhibit A
SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City requires park design renovations for two existing structures adjacent to the Little League and Senior League baseball fields at Bachmann Park facilities located at 1600 Rock Prairie Road in College Station, Texas. The intent of the design is to provide two new buildings that will house restrooms, concessions, an official’s room, and additional storage for staff and all users of the facility.

The Project Program for the park should include at a minimum:

- Two new multi-use facilities at the Little League and Senior League Baseball Fields

- New buildings will provide for:
 - Expanded restrooms
 - Expanded concessions
 - Umpire/Officials Room
 - Complex Storage for Facility and Staff Use

- Preliminary phased demolition and staged construction exhibits, to allow for existing facilities to be utilized during league play. Final staging and construction phasing plans to be submitted for review by the awarded Contractor.

- Pending Review and confirmation of the Bond requirements and Probable Costs of the minimum required program listed above, the following items may also be reviewed for consideration and incorporation into the Project Scope at the City’s discretion:
 - Consideration of vehicular circulation, loading and unloading at each complex, and potential renovation and redesign of parking as appropriate and feasible given Project Budget
 - Consider renovation and redesign of parking and user drop-off/pick up lanes
 - Early assessment of Opinion of Probable Costs (OPC) from which to make decisions on contemplated building improvements
 - Assessment of ancillary ballfield improvements (fencing, field lighting, dugouts, etc., along with Opinion of Probable Costs (OPC) that may be used for Add-Alternates as feasible given Project Budget
 - Consideration of expanded site improvements that provide enhancement of the existing soccer complex (i.e., shade covering, restrooms, water fountains, bleacher seating, etc.) along with Opinion of Probable Costs (OPC) that may be used for Add-Alternates as feasible given Project Budget
 - Conceptual Design of feature monument dedication to Officer Brian Bachmann

The project scope and fee proposal is based on delivering full design of the Project. Appropriate project delivery and potential alternates will be collaboratively identified with the City during design.

The City is hiring Consultant to provide design services to be performed in two (2) Phases:

- I. Phase I – Preliminary Design**
 - A. Schematic Design
 - B. Design Data Collection & Analysis

C. Capital Cost Estimate

II. Phase II – Final Design

- A. Design Development
- B. Construction Documents
- C. Bidding Support & Construction Phase Services

The following Scope of Services exclusively addresses each Phase of the project for both Basic and Additional Services required to complete the project.

SERVICES GENERALLY:

1. **Basic Services** includes the following technical, consulting, and design disciplines which are included in the Basic Services Fee as depicted in the Fee section of this proposal:
 - a. Site & Project Planning
 - b. Architectural Design
 - c. Landscape Architectural Design Elements
 - Planting
 - Hardscape
 - Irrigation
 - Wayfinding Sign layout and details
 - d. Civil Engineering Design
 - e. Structural Engineering Design
 - f. MEP Engineering Design

Any services not listed above or changes to the Scope of Services will be treated as Supplemental or Additional Services.

2. **Supplemental Services** include certain project requirements necessary for the fulfillment of the Basic Services, but which are treated separately from Basic Services due to unique need, timing, scope, and/or cost which are indeterminable at the outset of the project until several preliminary design matters are determined.

Any of these services which the City determines should be addressed as Supplemental Services by Burditt will be followed by formal proposals from subconsultants to be approved by the City with costs reimbursed to Burditt plus applicable administrative markup fees.

A separate budget is established in the Fee section as a limit for which any required and approved Supplemental Services will draw down from that limit.

For this project, the potential supplemental project requirements potentially anticipated to include:

- a. **Surveying Services**
 - 1) Surveying by a licensed surveyor (metes & bounds, easements, utilities, existing improvements, trees required by ordinance, topography, etc.)
- b. **Geotechnical Engineering Services**
 - 1) Geotechnical engineering report with soil borings

- c. **Asbestos Survey & Report per Texas Department of State Health Services (TDSHS)**
 - 1) Prior to demolition, an asbestos survey of a public building must be performed in accordance with the Texas Asbestos Health Protection Rules (TAHPR) by a licensed asbestos inspector.
 - 2) Does not include any Asbestos Containing Materials (ACM) abatement or removal services.
 - d. **Registered Accessibility Specialist (RAS) Review & TDLR Registration**
 - 1) RAS review of drawings, final inspection at substantial completion
 - e. **Telecommunications, Audio/Video (AV), and Electronic Security Design**
 - 1) Turn-key drawings, details, and specifications related to applicable Structured Cabling Design, AV (PA system) design, Security Cameras, Access Control, and/or Intrusion Detection systems.
 - 2) Coordination of Division 26 Electrical Infrastructure (Power, Conduit, Pull-string, and Back-Boxes) with City's IT Department for items listed above is included in Basic Services.
3. **Additional Services** include, but are not limited to, any changes due to revisions in the base data relating to this matter, additional design changes following earlier approval by the City, and any other services requested by the City or previously not contemplated in the services defined under Basic or Supplemental Services.

Substantive changes or increases to the Project Scope and Program beyond those identified in Project Understanding and Scope of Basic Services may be considered Additional Services and require mutually agreed upon fee adjustments.

Additional Services will be undertaken only with prior written authorization from the City.

Additional Services also include the following specialties as they are uniquely determined by individual project needs in highly specific circumstances and not contemplated in Basic Services Fees:

- a. Environmental & Archaeological Assessments
- b. Cost Recovery Analysis
- c. Life Cycle Cost Analysis
- d. Hazard remediation for Asbestos, Brownfield Sites, site contamination, and other hazardous elements.
- e. Fast-Track Design/Project Delivery Services
- f. Re-design of major design components of project after receipt of prior Owner Approval
- g. Commercial Food Service Design (equipment infrastructure included in basic services)
- h. Fire Suppression System Design (Performance Specification will be provided if required by Code)
- i. Lightning Protection Design (Code-required lightning protection will be included in Basic Services)
- j. Emergency Power Generation Systems/Design
- k. Construction Materials Testing

- l. As-Built Plans or Record Drawings
- m. Measured Drawings of Existing Facilities
- n. Existing Facilities Survey/3D Scanning
- o. LEED Design or Application/Audit.
- p. Building Information Models for post construction use
- q. Commissioning
- r. Fire Hydrant Flow Test for Fire Suppression and/or Fire Suppression Plumbing Design (Connections & interfaces included in Basic Services)

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PROJECT SPECIFIC SCOPE OF SERVICES

PHASE I – PRELIMINARY DESIGN

A. Schematic Design

1. Meetings with City to coordinate design intention based on approved site renovation Master Plan which will include approaches for a fully constructed as well as phased approach project, civil improvements, Consultant team member roles.
2. Design Site Plan for buildings in accordance with City's Program instructions.
3. Design in accordance with College Station's Code of Ordinances, and any other applicable regulatory requirements.
4. Research preliminary site issues regarding general topography, accessibility, drainage, and general suitability for project use.
5. Coordination with any relevant regulatory or jurisdictional entities affecting the site, associated roadways, and/or other issues related to drainage, transportation, or other relevant subjects.
6. Schematic Design will also include civil engineering schematic design including, but not limited to, general estimates of water and wastewater demands for the project intentions, parking adjustments, utilities and other relevant factors related to the potential programs on the site.
7. Meet with City as necessary to review concepts.
8. Present City with initial Opinion of Probable Cost (OPC).
9. Present 1-2 concepts to City-selected stakeholders for feedback.
10. Secure interim approval of a Preliminary Schematic Design and Cost Estimate.
11. Revise and present to relevant stakeholders the Preliminary Schematic Design and Cost Estimate for a fully constructed Project.
12. Secure City approval of a final Schematic Design and Cost Estimate to update the design budget for development of construction documentation for Phase II – Final Design.

B. Design Data Collection & Analysis

1. Conduct geotechnical investigation and report for the site. This may be delayed pending demolition of existing facilities or segmented into multiple pieces in later stages of the Pre-Design or Design process. (Supplemental Service).
2. Surveying by a licensed surveyor (metes & bounds, easements, utilities, existing improvements, topography, etc.) (Supplemental Service).

C. Capital Cost Estimate

1. Prepare updated capital cost estimate for approval by the City

D. Preliminary Design Deliverables:

1. City-approved Schematic Design
2. Cost Estimate for City Approval
3. Presentations and meetings as required by the City for communication of the Schematic Design
4. City will approve a design budget for use in Phase II-Final Design

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PHASE II – FINAL DESIGN

A. Design Development (DD)

1. Proceed with Design Development services (Architecture, Civil Engineering, Structural Engineering, MEP Engineering, Landscape Architecture, and Irrigation) to further develop staff- approved Final Schematic Design to prepare Design Development Drawings.
2. Prepare Preliminary Civil Engineering, Structural Engineering, MEP Engineering, Architecture, Landscape Architecture Drawings and Irrigation Design Development Drawings.
3. Facilitate a pre-development meeting with the City staff to confirm relevant development, code requirements, including fire lane access requirements, tree planting or preservation requirements, driveway access, etc.
4. Prepare Draft/Outline Specifications which include but are not limited to site and civil elements, lighting/plumbing fixtures, HVAC systems, door hardware/ card reader requirements exterior/interior finishes, equipment, and built-in furnishings for review and approval by City staff.
5. Coordinate with Lighting Vendor to develop re-lamping plan for ballfields to include cost estimates.
6. Meet with key City staff to review Design Development drawings and Outline Specifications at regular intervals (e.g. 50%, 90%, 100%).
7. Coordinate with City IT (technology) staff to provide conduit, power, and data and security infrastructure in Drawings including camera and data drop conduits as required for City provided/procured Structured Cabling/Communications, Audio/Video, and Electronic Security systems.
8. Revise drawings, details, Outline Specifications, and updated OPC as applicable.
9. Develop select renderings and material palettes to best communicate design intent to City's intended audiences
10. Present Final Design Development Drawings, Outline Specifications, and updated OPC.
11. Upon approval of Design Development Phase and OPC by City, proceed with Construction Document Phase.

B. Construction Documents (CD)

1. Revise and update Design Development drawings from Architect, Civil/MEP/Structural Engineers, Landscape Architect, Licensed Irrigation Designer, as required to prepare Construction Documents.

2. Review and develop bidding requirements (front end documents) with staff/team.
3. Conduct initial assessment and preliminary accessibility review discussions with Burditt's Architect and Registered Accessibility Specialist (RAS).
4. Review Construction Documents with the City at specific progress review milestones (e.g. 30%, 60%, 90%, and 100%) as approved by appropriate City staff members with professional oversight.
5. Update OPC at each progress review.
6. Produce Final Sealed Architecture Plans, Details and Specifications.
7. Produce Final Sealed Engineering (Civil, Structural, MEP) Plans, Details and Specifications.
8. Produce Final Sealed Landscape Architecture Plans, Details and Specifications.
9. Produce Final Sealed Irrigation Plans, Details and Specifications (if landscape and irrigation are to be included).
10. Produce final sealed construction project manuals for bidding, including but not limited to City provided front end docs, technical specifications, geo-tech report.
11. Submit for TDLR (TAS 2012) Review to Registered Accessibility Specialist (RAS).
12. Submit construction documents to Authorities Having Jurisdiction (AHJ) for Permit Review and address any review comments (after final review with City).

C. Bidding Support and Construction Phase Services

Preparation of Bid Documents (Sealed Drawings and Project Manual), Bidding/Contract Award Management Support, and Construction Contract Administration services.

1. Prepare Project Manual (bidding requirements and specifications) and assist staff with Bidding, Requests for Information (RFI), and Addenda as required.
2. Prepare electronic copies of the Bid Documents for distribution to potential bidders.
3. Participate in mandatory pre-bid meeting with City staff to review project scope, instructions to bidders, bidding dates, and probable construction timelines/deadlines.
4. Respond to valid Requests for Information (RFI), questions from bidding contractors.
5. Prepare bid evaluation and provide contract award recommendations to City Staff.
6. Assist in coordination with the City and attend the Project Pre-Construction

Conference.

7. Attend scheduled construction progress meetings at regular intervals.
8. Provide Construction Observation reviews appropriate to the stage of construction to:
 - a) Become generally familiar and remain so with, and keep the City staff generally informed about, the progress and quality of the portion of the construction completed.
 - b) Make reasonable efforts to identify and document defects and deficiencies in the construction.
 - c) Determine generally whether the construction is being performed in a manner indicating that the project, when fully completed, will be in accordance with the plans and specifications.
 - d) Notify the City in writing of any observed substantial deviation from the plans and specifications that may prevent the facility from being occupied or utilized for its intended use.
9. Issue monthly Observation Reports to Contractor and City staff.
10. Review Change Orders and provide recommendations to address changed or unforeseeable conditions that may arise during construction.
11. Respond to contractors RFI's and Issue Architect's Supplemental Instructions (ASI) to modify the contract documents as required due to unforeseen conditions or demonstrably insufficient information to complete the Work.
12. Perform up to two (2) reviews of General Contractor Submittals per project specifications for conformance of information provided with the design intent of the Contract Documents, including shop drawings, product submittals, test results, and other submittals from vendors and contractors. Review of submittals shall not be for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.
13. Perform Preliminary Completion review of the project to prepare punch list items for full and final completion.
14. Submit Final Completion Report to Contractor and City staff.
15. Review and certify construction progress Pay Applications as submitted by Contractor.
16. Communicate and direct contractor to prepare and deliver as-built drawings, specifications, and other Close-out documents per General Requirements.
17. Review Contractor provided as-built drawings and specifications and Close-out

documents. Submit final Close-out documents to City and Contractor.

18. Coordinate Registered Accessibility Specialist (RAS) inspection for obtaining Certificate of Substantial Compliance (TAS 2012).
19. Conduct Final Completion Observation and Closeout; develop and deliver final report to City staff.
20. Walk through the project with Contractor and City staff approximately 11 months after the date of Final Completion, to review relevant warranty issues within the contract scope to be corrected by the Contractor.

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Exhibit B
FEE PROPOSAL

Based on the proposed Scope of Services (Exhibit A) and general program as currently understood, we propose the following lump sum fees:

I. METHODOLOGY

a. Fee Components–

This Fee Proposal includes a mix of components comprising a total fee to include Basic Services, Supplemental Services, and Additional Services.

1. **Basic Services** includes those disciplines typically required for development of plans and construction documents for most architectural design projects. These services also include requested consulting and public engagement tasks required for this specific project. These include:
 - a. Site & Project Planning
 - b. Architectural Design
 - c. Landscape Architectural Design Elements
 - Planting
 - Hardscape
 - Irrigation
 - Wayfinding Sign layout and details
 - d. Civil Engineering Design
 - e. Structural Engineering Design
 - f. MEP Engineering Design

Any services not listed above or changes to the Scope of Services will be treated as Additional or Supplemental Services.

2. **Supplemental Services** include certain project requirements potentially necessary for the fulfillment of the Basic Services, but which are treated separately from Basic Services due to unknown need, quantities, timing, scope, and/or cost which are often indeterminable at the outset of the project until several preliminary design matters are determined.

Such requirements will be determined collaboratively between the City and Burditt throughout the project duration. Any of these services which the City determines should be addressed as Supplemental Services by Burditt will be followed by formal proposals from subconsultants to be approved by the City with costs reimbursed to Burditt plus applicable administrative markup fees.

A separate time and materials budget is established in Section II.C of this Fee proposal as a limit for which any required and approved Supplemental Services will draw down from that limit. No Supplemental Service shall be secured without approval by the City of a subconsultant proposal.

For this project, the potential supplemental project requirements are anticipated to include:

a. Surveying Services

- 1) Surveying by a licensed surveyor (metes & bounds, easements, utilities, existing improvements, topography, etc.)

b. Geotechnical Engineering Services

- 1) Geotechnical engineering report with soil borings.

c. Asbestos Survey & Report per Texas Department of State Health Services (TDSHS)

- 1) Prior to demolition, an asbestos survey of a public building must be performed in accordance with the Texas Asbestos Health Protection Rules (TAHPR) by a licensed asbestos inspector.
- 2) Does not include any Asbestos Containing Materials (ACM) abatement or removal services.

d. Registered Accessibility Specialist (RAS) Review & Registration

- 1) RAS review of drawings

e. Telecommunications, Audio/Video (AV), and Electronic Security Design

- 1) Turn-key drawings, details, and specifications related to applicable Structured Cabling Design, AV (PA system) design, Security Cameras, Access Control, and/or Intrusion Detection systems.
- 2) Coordination of Division 26 Electrical Infrastructure (Power, Conduit, Pull-string, and Back-Boxes) with City's IT Department for items listed above is included in Basic Services.

3. **Additional Services** include, but are not limited to, any changes due to revisions in the base data relating to this matter, additional design changes following approval by the City, and any other services requested by the City or previously not contemplated in the services defined under Basic or Supplemental Services.

Substantive changes or increases to the Project Scope and Program beyond those identified in Project Understanding and Scope of Basic Services may be considered Additional Services and require mutually agreed upon fee adjustments.

Additional services will be undertaken only with prior written authorization from the City. No Additional Services are anticipated for this project at this time.

b. Fee Determination & Invoicing

1. **Basic Services** will be conducted on a lump sum, fixed fee basis. Invoicing will be conducted monthly as a percentage of work complete for each of the Phase tasks.
2. **Supplemental Services** will be conducted on a cost-incurred basis determined by the actual cost of selected subconsultants for specific work mutually decided between Consultant and the City. Invoicing will be conducted monthly as the

Consultant receives billing from subconsultants and shall include the cost of the work plus an administrative markup fee of 10%. Copies of subconsultant invoices shall be provided to the City with Consultant’s invoice.

3. **Additional Services**, as required, will be conducted on a time and materials basis per Consultant’s Hourly Rate Sheet (Exhibit 1A). Invoicing will be conducted monthly contemplating any time and costs incurred by the Consultant for the previous month. Any materials costs or expenses relevant to Additional Services will include a 10% administrative markup.
4. **Reimbursable Expenses**, including the cost of travel, print production, and all other necessary costs will not be charged to the City and are already assumed within the Basic Services Fee.

II. FEES:

Total Fee – Maximum Total Fees for Basic and Supplemental Services in all phases shall not exceed **\$674,415** unless City requests substantial program or design changes.

If the City requests substantial changes to scope or program resulting in an increased level of effort by the Consultant, design fees for the affected phases/tasks will be adjusted accordingly on a proportional basis for affected tasks.

The Consultant will pay for appropriate subconsultant disciplines for Basic Services from the fee amounts paid by the City. Only Supplemental Services will be addressed separately and in conjunction with approval by the City.

A. Basic Services Fee -

Fixed Fee / Lump Sum amounts are billed according to the percentage of completion of each phase task as depicted below. The following fee schedule is provided based upon the current program requirements:

1. Phase I – Preliminary Design

a. Schematic Design (20% of Phase I-II Fee)	<u>\$122,883</u>
Total Phase I Fee	\$122,883

2. Phase II – Final Design

a. Design Development (20% of Phase I-II Fee)	\$122,883
b. Construction Documents (35% of Phase I-II Fee)	\$215,045
c. Bidding Support (1.8% of Phase I-II Fee)	\$ 10,721
d. Construction Administration (20% of Phase I-II Fee)	<u>\$122,883</u>
Total Phase II Fee	\$471,532

B. Supplemental Services Fee Budget –

- A budget to not exceed **\$80,000** is established for any Supplemental Services approved by the City

- Any anticipated Supplemental Services will be discussed with the City and followed by a scope and cost proposal from the proposed subconsultant. This proposal will be submitted to the City for approval prior to engaging the subconsultant.
- No Supplemental Service cost will be invoiced to the City without prior approval for engagement of the subconsultant
- Billed monthly on an actual cost incurred basis plus 10% administrative markup

The following individual Supplemental Services amounts are scheduled to not exceed the costs in the following budget (includes 10% markup costs):

1. Surveying Services	\$30,000
2. Geotechnical Services	\$20,000
3. RAS Review & Registration	\$3,000
4. Telecom/AV/ES Design	<u>\$27,000</u>
Total Supplemental Services Budget	\$80,000

C. Additional Services Fee -

- Time and Materials basis plus 10% administrative markup
- No Additional Services are anticipated

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EXHIBIT C
BURDITT CONSULTANTS, LLC 2023 HOURLY RATES

HOURLY RATES APPLY ONLY TO ADDITIONAL SERVICES OR FOR REQUESTS MADE OUTSIDE OF BASIC SERVICES.
Professional Services requested and approved by Client shall be provided at the following rates:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$225
Program Manager	\$200
Project Manager	\$175
Project Architect/Landscape Architect	\$160
Senior Planner	\$160
Senior Urban Forester	\$160
Wetland Scientist	\$150
Natural Resource Planner/Forester	\$150
Planning Associate	\$150
Licensed Irrigator	\$150
Geographic Information Systems (GIS) Planner	\$135
Architecture/Landscape Architecture Associate	\$115
CAD Designer II	\$ 90
CAD Designer I	\$ 80
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 55

Invoices are prepared monthly with payments due 30 days from receipt. Interest at the rate of 1.5 % per month will be charged on all accounts not paid by the 30th day following the billing date. Necessary sub- consultants not currently required by project authorized and approved by Client shall be invoiced at cost plus ten percent (10%).

PROJECT SCHEDULE - TASKS

Updated:

4-May-23

<u>Key Activities</u>	<u>Responsible Party</u>	<u>Duration (wks)</u>	<u>Due NLT</u>	<u>Status</u>
Contract Award	City	-	31-May-23	Pending Review/Council
Phase I-Schematic Design Kickoff	Burditt/City	-	30-May-23	
Initiate Geotech, Topo Survey, & Replat	Burditt	-	2-Jun-23	
Deliver Preliminary Schematic Design & OPC to City for Review & Comment	Burditt	6 wks	11-Jul-23	
Receive Geotech Report, Topo Survey	Burditt	8 wks	28-Jul-23	
City Comments (Preliminary Schematic Design) Transmitted to Burditt	City	2 wks	25-Jul-23	
Deliver Final Schematic Design & OPC to City for Approval	Burditt	11 wks	12-Aug-23	Total Duration for SD
Phase II - Design Development Kickoff	Burditt/City	-	15-Aug-23	
Deliver 50% DD Documents to City for Review & Comment	Burditt	5 wks	15-Sep-23	
City Comments (50% DD) to Burditt	City	2 wks	29-Sep-23	
Deliver 90% DD Documents to City for Review & Comment	Burditt	5 wks	20-Oct-23	
City Comments (90% DD) to Burditt	City	2 wks	3-Nov-23	
Deliver 100% DD Documents to City for Review & Comment	Burditt	3 wks	10-Nov-23	
City Comments (100% DD) to Burditt	City	4 wks	1-Dec-23	
DD Phase Complete	Burditt	16 wks	1-Dec-23	Total Duration for DD
Phase III - Construction Document Kickoff	Burditt/City	-	4-Dec-23	
Deliver 30% CD Documents to City for Review & Comment	Burditt	6 wks	12-Jan-24	
City Comments (30% CD) to Burditt	City	2 wks	26-Jan-24	
Deliver 60% CD Documents to City for Review & Comment	Burditt	4 wks	9-Feb-24	
City Comments (60% CD) to Burditt	City	2 wks	23-Feb-24	
Deliver 90% CD Documents to City for Review & Comment	Burditt	4 wks	8-Mar-24	
City Comments (90% CD) to Burditt	City	2 wks	22-Mar-24	
Deliver 100% CD Documents to City for Review & Comment	Burditt	5 wks	12-Apr-24	
City Comments (100% CD) to Burditt & Issue for Permit	City	2 wks	26-Apr-24	
CD Phase Complete	Burditt	21 wks	26-Apr-24	Total Duration for CD
Phase IV - Bidding Support Kickoff	City/Burditt	-	26-Apr-24	
Deliver Project Manual to City for Review & Comment	Burditt	0 wks	26-Apr-24	
City Comments (Project Manual) to Burditt	City	1 wks	3-May-24	
Advertise Bid Package	City	-	10-May-24	
Conduct Pre-Bid Mtg	City/Burditt	-	17-May-24	
Receive Bids	City	3 wks	31-May-24	
Evaluate Bids & Make Recommendations to City	Burditt	1 wks	7-Jun-24	
Select Contractor	City	2 wks	21-Jun-24	
Approve Construction Contract	City	4 wks	19-Jul-24	
Construction Contract NTP	City	1 wks	26-Jul-24	
Bidding Support Phase Complete	City/Burditt	13 wks	26-Jul-24	Total Duration for Bidding

**EXHIBIT B
PAYMENT TERMS**

Compensation is based on *actual* hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$ _____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for *actual*, non-salary expenses at the rate of _____ percent (____%) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract: (\$ _____).

The Consultant must submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

The Consultant may submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Schedule of Payment for each phase:

See attached proposal...

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

Contract No. 23300310
A&E Professional Services with Construction
Form 12-15-2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2023

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

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

PRODUCER The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	CONTACT NAME: Candi Carpenter PHONE (A/C, No, Ext): 713-552-1900 FAX (A/C, No): 713-513-5411 E-MAIL ADDRESS: ccarpenter@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Burditt Consultants, LLC 310 Longmire Road Conroe TX 77304	INSURER A : RLI Insurance Company NAIC # 13056	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 561551065

REVISION NUMBER:

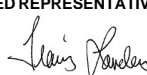
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PSB0002064	3/13/2023	3/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001700	3/13/2023	3/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001573	3/13/2023	3/13/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PSW0002449	3/13/2023	3/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability (claims made) Retro Date: 1/1/1979			RDP0048443	9/19/2022	9/19/2023	Each Claim 1,000,000 Aggregate 2,000,000

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

Certificate holder is included as additional insured on General Liability & Automobile and provided with waivers of subrogation in their favor on General Liability, Workers Compensation & Automobile when required by written contract. Umbrella follows form. The policies are primary and noncontributory when required by written contract. 30 Days notice of cancellation is provided.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station Capital Projects P.O. Box 9960 College Station TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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