

**June 12, 2023**  
**Item No. 9.11.**  
**2022 Bond: Central Park Ops 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 The Arkitex Studio, Inc., not to exceed \$477,000 for design services for the Operations Shop at Central Park 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 Arkitex Studio, Inc. 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 Central Park Operations Shop 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 30, 2023, fourteen (14) submissions of qualifications were received. A panel of City employees were assembled to review all eight submissions. Evaluations were completed in February. The Arkitex Studio, Inc. was selected. A scoping meeting was held with a final proposal for design received in May.

The proposed professional services contract will include project evaluation, conceptual design, design development, final design and documentation, bidding, and construction services for the new Central Park Operations Shop.

**Budget & Financial Summary:**

Budget in the amount of \$7,400,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$2,532 has been expended or committed to date, leaving a balance of \$7,397,468 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. Central Park Operations Shop Design Contract
2. Center Park Ops Shop PK2309 DRR 6.12.23



# CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 23300309 PROJECT#: PK2309 BID/RFP/RFQ#: RFQ23-009

Project Name / Contract Description: Central Park Operations Shop  
A/E Contract for Design

Name of Contractor: The Arkitex Studio, Inc

CONTRACT TOTAL VALUE: \$ 477,000.00 Grant Funded Yes  No   
If yes, what is the grant number:

Debarment Check  Yes  No  N/A Davis Bacon Wages Used  Yes  No  N/A  
Section 3 Plan Incl.  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)  
Design Engineer chosen as best response to RFQ-23-009 from 14 responses received.  
PK2309 - GO2023 Design

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

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

Insurance Certificates: RY 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  
Jim Cavata 5/24/2023  
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 **The Arkitex Studio, Inc.**, 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 Central Park Operations Building 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 Four Hundred Seventy-Seven Thousand and 00 /100 Dollars (\$477,000.00).

**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: 63 calendar days after the authorization to commence planning.
- (b) Preliminary Design: 42 calendar days after authorization to commence PPD.
- (c) Final Design: 77 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:

May 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 \$5,800,000.00. 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**

**The Arkitex Studio, Inc.**

Attn: Rusty Warncke

Attn: Michael Record

PO BOX 9960

308 N. Bryan Ave.

1101 Texas Ave

Bryan, TX 77803

College Station, TX 77842

979-821-8224

rwarncke@cstx.gov

mrsr.arkitex.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

**THE ARKITEX STUDIO, INC.**

**CITY OF COLLEGE STATION**

By: Michael S. Record

By: \_\_\_\_\_

Printed Name: Michael S. Record

City Manager

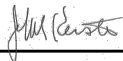
Date: \_\_\_\_\_

Title: Principal

Date: 5/23/2023

APPROVED:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Assistant City Manager/CFO  
Date: 5/24/2023

**EXHIBIT A  
SCOPE OF SERVICES**

See attached proposal...



# PROPOSAL

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## PROJECT: City of College Station Central Park Operations Building

April 17, 2023

The Arkitex Studio, Inc. is pleased to offer this proposal for Architectural services for the referenced project. Based on our conversations, the site visit and information provided, the following information is provided for your review:

### **Owner**

City of College Station  
1101 Texas Avenue.  
College Station, Texas 77840

### **Architect**

The Arkitex Studio, Inc.  
308 North Bryan Avenue  
Bryan, Texas 77803

### **Project Description**

The City of College Station will be replacing their existing Operations Building at Central Park. The new building will house the Forestry department and the Central Park "Park Ranger" employees. The full scope of the project is defined in the RFQ issued by the City and in the meeting notes dated March 28, 2023. The building will house offices, break room, general office storage, restrooms with showers, 8 drive-through work bays, fuel storage and pesticide storage rooms, and tool storage room. The building will also have storage above the office area. The project is to be enclosed with a security fence. The project will replace the existing building, entry drive, and lay-down area. The existing water service will not be sufficient for the new building. New water service is to be provided from Kenek Tap Road. The project budget is set at \$6.7 million. The construction budget is anticipated to be between \$5.7 and \$5.8 million. The overall project schedule is not known, but the design is to be completed by the end of the year. The general contractor for the project will be determined through the competitive sealed proposal process.

### **Scope of Services**

The Architect shall provide Architectural, Structural, Mechanical/Electrical/Plumbing, and civil engineering Services. This includes Schematic Design "Conceptual Design", Design Development "Preliminary Design", Construction Documents "Final Design", Bidding/Negotiation/Permit and Construction Administration Services as defined in the City's contract "City of College Station Architects & Engineering Professional Services Contract with Construction". Specifications will be provided to accompany the construction drawings, for use in defining the nature of materials and quality. Interim progress sets will be provided for Owner review and approval at the end of each phase. After each phase review, written approval of the work will be required prior to proceeding to the next phase.

The design work requires the knowledge of the conditions of the selected site. This information shall be included in a survey and a geotechnical investigation report provided as part of these services.

Cost estimates are to be provided at the end of each design phase.

### **Terms and Conditions**

#### **Contract**

Architecture/engineering services will be provided in accordance with the City of College Station's Architects & Engineering Professional Services Contract.

#### **Standard of Care**

The standard of care for architectural services provided under this agreement will be performed with the degree of skill and care ordinarily exercised by other members of the profession under similar circumstances, at the same time and in the same or a similar locale.

#### **Hazardous Materials**

The Client is responsible for all aspects concerning existing hazardous materials. Identification and



308 N. Bryan Ave.  
Bryan, TX 77803  
P(979)821-2635  
F(979)775-8224  
www.arkitex.com

PROPOSAL: City of College Station Central Park Operations

abatement of hazardous materials is not included in the Architect's scope of work.

**Fee Proposal**

We propose to provide architectural services for a fixed fee of \$477,000. The fee includes mechanical, electrical, plumbing engineering, services by Cleary Zimmerman Engineers, structural engineering services by Dudley Engineering, Civil Engineering by Kimley Horn and cost estimating by AG/CM. The fee is divided into the following percentages by phases:

Schematic Design	20%	\$95,400
Design Development	15%	\$71,550
Construction Documents	40%	\$190,800
Bid/Negotiation/Permit	5%	\$23,850
Construction Observation	20%	\$95,400

Reimbursable expenses are not included in this amount and will be invoiced at 1.15 times their actual expense incurred and will be justified by provision of records or receipts. Reimbursable expenses may include prints, copies, mileage/travel, survey, geotechnical report, and Texas Accessibility Standards drawing review and inspection. Reimbursable expense will not exceed \$2,500 without prior authorization in writing from the Owner.

Additional Services, for work beyond the original scope, shall be based on the hourly rates as set forth in the attached rate sheets for each discipline. Additional Services will not be performed without written approval between the Owner and Architect.

Invoices will be sent monthly, proportionate to the work accomplished, and are payable within 30 days of the date of invoice. If not paid within 30 days, unpaid balances will accrue interest at a rate of 10% per annum or 0.833 per month.

We are excited about the project and are prepared to begin the work within 2 weeks after receipt of the executed contract or authorization to proceed.

Respectfully submitted,



---

Michael S. Record, AIA  
Principal

The Texas Board of Architectural Examiners has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249A. The Texas Board of Architectural Examiners may be contacted using the following information: P.O. Box 12337, Austin, TX 78711-7337, or 333 Guadalupe, Suite 2-350, Austin TX 78701-3942, phone 512-305-9000 or on the web at [www.tbae.state.tx.us](http://www.tbae.state.tx.us).

## H O U R L Y   R A T E S

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April 2022

**The Arkitex Studio Inc.** hourly rates are as follows:

Principal	\$200.00
Architect	\$180.00
Project Manager	\$150.00
Project Staff	\$100.00
Project Intern	\$ 80.00
Administrative Staff	\$ 80.00

**Kimley Horn** hourly rates are as follows:

Analyst	\$160 - \$275
Professional	\$230 - \$320
Senior Professional I	\$245 - \$390
Senior Professional II	\$350 - \$410
Senior Technical Support	\$165 - \$295
Support Staff	\$110 - \$155
Technical Support	\$100 - \$155

**DUDLEY Engineering** hourly rates are as follows:

Principal	\$275.00
Project Manager	\$225.00
Project Engineer	\$200.00
Technician/Inspector	\$150.00
Clerical:	\$ 120.00

**Cleary Zimmerman Engineers** hourly rates are as follows:

DESIGN	
Principal	\$275.00
Electrical Engineer	\$215.00
Technology Design Consultant	\$210.00
Mechanical Engineer	\$210.00
Mechanical Designer	\$165.00
Electrical Designer	\$175.00
Plumbing Designer	\$160.00
Construction Inspector	\$160.00
Modeling Technician	\$135.00
COMMISSIONING	
Principal	\$275.00
Project Manager	\$195.00
Mechanical Engineer	\$210.00
Electrical Engineer	\$215.00
Field Technician	\$160.00
SCADA	



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F (979)775-8224  
www.arkitex.com

SCADA Engineer	\$250.00
ADMINISTRATION	
Clerical	\$115.00
Accounting	\$165.00

**AG|CM** hourly rates are as follows:

VP of Pre-construction, QA/QC	\$193.75
Senior Estimator, MEP Systems	\$150.00
Senior Estimator, Structural Systems	\$135.00
Senior Estimator, Architectural Systems	\$95.50
Estimator	\$89.50

# MEMORANDUM

PROJECT: 23009 College Station Central Park Operations Building

27 April 2023

To: Rusty Warnke  
City of College Station

From: Mike Record

Re: Project Design Schedule - Durations



Start date is to be determined. Each phase listed below requires a written approval of the previous phase and a notice to proceed for the next phase. The durations listed below will be revised into a project schedule after the executed contract is received. The schedule will include milestone dates with budgeted owner review times. The owner review times are not included in the durations listed below. The end date for each phase is the date that the architect sends the drawings and cost estimate to the Owner.

## **Survey**

4 weeks, pending weather

## **Geotechnical Report**

4 weeks, pending weather

## **Schematic Design**

Submit SD package for Owner review 9 weeks after notice to proceed.

## **Design Development**

Submit DD package for Owner Review 7 weeks after approval SD phase and notice to proceed.

## **Construction Documents**

Submit CD package for Owner review 11 weeks after approval of DD phase and notice to proceed.

**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. 23300309  
A&E Professional Services with Construction  
Form 12-15-2022




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2023

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).

<b>PRODUCER</b>  Lance Snider State Farm Agency 3608 East 29th St., Suite 112 Bryan, TX 77802	<b>CONTACT NAME:</b> Lance Snider <b>PHONE (A/C No. Ext):</b> 979-703-1011 <b>E-MAIL ADDRESS:</b> lance@agentsnider.com	<b>FAX (A/C, No):</b> 979-703-1104
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  THE ARKITEK STUDIO INC 308 N BRYAN AVE BRYAN, TX 77803	<b>INSURER A:</b> State Farm and Casualty Company <b>NAIC #:</b> 25143	
	<b>INSURER B:</b> State Farm Mutual Automobile Insurance Company <b>NAIC #:</b> 25178	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 01

REVISION NUMBER: 02

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:	X	X	90-63-3298-5	06/22/2018	06/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	90-63-3298-5	06/22/2018	06/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			90-CS-W652-5	06/09/2021	06/09/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	90-E2-U701-0	04/30/2021	04/30/2024	<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

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

Additional Insured is included as Primary and Non-contributory and will receive a 30-day notice of cancellation.

**CERTIFICATE HOLDER**
 City of College Station  
 PO BOX 9960  
 College Station, TX 77842
**CANCELLATION**

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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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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Southwest, 9811 Katy Freeway, Suite 500, Houston, TX 77024, 713 490-4600. CONTACT NAME: Callie Renaud, PHONE: 713 490-4600, FAX: 713-490-4700, E-MAIL ADDRESS: callie.renaud@usi.com. INSURER(S) AFFORDING COVERAGE: ASPEN AMERICAN INSURANCE COMPANY, NAIC #: 43460. INSURED: The Arkitex Studio Inc, 308 North Bryan Ave, Bryan, TX 77803.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Professional Liability.

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

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of College Station, P.O. Box 9960, College Station, TX 77842. CANCELLATION: 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: [Signature]

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 \$7,400,000, 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:



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

Exhibit "A"

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

**Central Park Operations Shop (\$7,400,000)**

The Parks Operations Shop houses maintenance and forestry equipment and has not been expanded since 1982. The project will demolish the existing structure and construct an expanded building, including secure storage, workshops, restrooms, and office space for Central Park, South District, and Forestry crews.

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.