

**January 23, 2025**

**Item No. 9.4.**

**Thomas Park Final Design Contract Amendment No. 1**

**Sponsor:** Jennifer Cain, Director Capital Projects

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on Amendment No. 1 to the professional services contract with The Broussard Group, Inc. dba TBG Partners, not to exceed \$949,820 for the design and construction observation of Mabel Clare Thomas 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 Amendment No. 1 with The Broussard Group, Inc. dba TBG Partners and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** This project was part of the November 2022 General Obligation Bond Election. The master plan was approved by the City Council on November 14, 2024. The proposed professional services contract amendment will include conceptual design, design development, final design and documentation, and construction services for Mabel Clare Thomas Park.

**Budget & Financial Summary:** Budget in the amount of \$3,000,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$85,741 has been expended or committed to date, leaving a balance of \$2,914,259 for this design contract and future costs. This budget 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.

Additional budget in the amount of \$2,400,000 is also available in the Parks Capital Improvement Projects Fund. A total of \$428,322 has been expended or committed to date, leaving an additional balance of \$1,971,677 for future construction costs. This budget was included in the Parks Capital Plan in FY19.

**Attachments:**

1. Mabel Clare Thomas Park Redevelopment DRR 1-23-25
2. 23300656 Original Design Contract-Broussard Group-Thomas Park\_Executed\_8-22-2023
3. Mabel Clare Thomas Park TBG Amendment 1 Vendor Signed

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 \$3,000,000, 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 23rd DAY OF January, 2025.

\_\_\_\_\_  
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:

**Mable Clare Thomas Park Redevelopment (\$3,000,000)**

This project may include design and construction of pavilions, lighting, shade areas, irrigation, sidewalks, pathways, playgrounds/recreational areas, historical markers, and signage at Mabel Clare Thomas Park. This contract covers architectural, civil, structural, mechanical, and plumbing engineering services, including schematic design, design development, construction documents, bidding documents, and construction observation.

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#: 23300656 PROJECT#: PK2307 BID/RFP/RFQ#: RFQ23-013

Project Name / Contract Description: Mabel Clare Thomas Park Improvements

Name of Contractor: The Broussard Group, Inc. dba TBG Partners (TBG)

CONTRACT TOTAL VALUE: \$ 67,500 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 #         CHANGE ORDER #         OTHER       

**BUDGETARY AND FINANCIAL INFORMATION** (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)  
PK2307 - Design 41389971-6560

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

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

Insurance Certificates: DDV Performance Bond: N/A Payment Bond: N/A Info Tech: N/A

### SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 8/21/2023  
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

[Signature] 8/21/2023  
ASST CITY MGR – CFO DATE

John D. Haislet 8/22/2023  
LEGAL DEPARTMENT DATE

### APPROVED & EXECUTED

Bryan C. Woods 8/22/2023  
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 Broussard Group, Inc. dba TBG Partners**, 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”):

As described in Exhibit A, Mabel Clare Thomas Park Improvements (RFQ 23-013)

**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 Sixty-Seven Thousand Five Hundred and NO /100 Dollars (\$ 67,500.00 ).

**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: 0 **calendar days** after the authorization to commence planning.
- (b) Preliminary Design: 0 **calendar days** after authorization to commence PPD.
- (c) Final Design: 0 **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(s):

Task One	Site Inventory and Analysis	4 weeks from Notice to Proceed (NTP)
Task Two	Program Assessment and Analysis	8 weeks after review of Task 1
Task Three	Conceptual Design	12 weeks after authorization of Task 2
Total number weeks		24 weeks

**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 absolute control shall not be exceeded without written approval from the City. Consultant may request in writing an extension of the contract time due to delays beyond their control. 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 in this Agreement 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 industry conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant’s scope of services and schedule 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 deducted by the City from current amounts owed to Consultant 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, or fail, or refuse to complete the Work within the times specified in the Consultant's scope of services and schedule, 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 of the task(s) in question, 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 in the Consultant's scope of services and schedule 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 \$ 2,600,000.00. 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.”

**11.08 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 Broussard Group, Inc.

Attn: Rusty Warncke

Attn: Meade Mitchell

PO BOX 9960

3232 E Cesar Chavez

1101 Texas Ave

Building 1, Ste 100

College Station, TX 77842

Austin, TX 78702

rwarncke @cstx.gov

mjeade.mitchell@tbgpartners.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. The Consultant 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 the Consultant 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, the Consultant 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.

**14.15 Force Majeure.** Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class of kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is cause by force majeure.

**List of Exhibits**

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

THE BROUSSARD GROUP, INC.  
dba TBG PARTNERS

**CITY OF COLLEGE STATION**

By: Meade Mitchell

By: Bryan C. Woods

Printed Name: Meade Mitchell

City Manager  
Date: 8/22/2023

Title: Principal

Date: 8/21/2023

APPROVED:

John A. Haislet

City Attorney  
Date: 8/22/2023

JM Castro

Assistant City Manager/CFO  
Date: 8/21/2023

**EXHIBIT A**  
**SCOPE OF SERVICES**



TBG

05/19/2023  
Rev. 1- 06/13/2023

**Rusty Warncke**

Project Manager, Capital Projects  
City of College Station | [cstx.gov](http://cstx.gov)  
P.O. Box 9960 | College Station, TX 77842-9960  
Desk: 979-764-3731 | Main: 979-764-3500

**Proposal for Professional Design Services**

Client: City of College Station  
Project Name: Mabel Clare Thomas Park Redevelopment  
Project Location: 1300 James Parkway, College Station, TX  
TBG Project Number: H23163

Dear Mr. Warncke

The Broussard Group, Inc. dba TBG Partners (TBG) is pleased to submit this Proposal for Professional Design Services (the Proposal) for the above referenced Project.

TBG will work in collaboration with your team of professional consultants (the Design Team) to achieve your overall Project goals. Once executed, the Proposal with attached Terms and Conditions, incorporated herein by reference, will serve as the parties' agreement for TBG's Scope of Services for the Project (the Agreement).

We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Meade Mitchell PLA  
Principal

TBG  
1333 west loop south  
suite 1450  
houston, texas 77027

[713] 439 0027  
tbgpartners.com



## The Project

This project consists of redevelopment of Mabel Clare Thomas Park. Our approach includes a particular level of design service required to realize the unique opportunities presented by the Project and the associated site, taking into account design of amenities as well as fixtures and finishes commensurate with the exclusive nature of the neighborhood and people within the community that use the park.

TBG will prepare and develop the site design and implementation documents to include the following:

- 01\_ Develop a design program within the capital improvement budget that may include a new pavilion with restroom, historical/ memorial elements, additional lighting, shade areas, and unique playscapes/recreational elements for a wide range of ages
- 02\_ Related pedestrian circulation to integrate improvements into the existing park amenities and neighborhood
- 03\_ Do related earthwork design to improve the relationship of uses to the natural existing drainage pattern and help establish necessary separation of different functional spaces

## Design Approach

Our design approach requires a thorough understanding of the Project in relation to its social, economic and environmental context to fully realize the unique opportunities and constraints revealed by the Property.

The intent of TBG's design approach will result in a conceptual plan that integrates the following elements:

- 04\_ Existing natural and man-made systems, allowing for the appropriate preservation, enhancement and/or integration into the plan.
- 05\_ Consideration for open space and recreational amenity systems along with supporting infrastructure systems.
- 06\_ Siting of the proposed park programs in relation to the systems noted above.

Reference Exhibit 'A' below for our understanding of the current program and site (prepared by Design Workshop) which serves as the basis for this Proposal. In the event that the Project scope changes significantly from Exhibit 'A', TBG reserves the right to revise the Scope of Services and associated fee allocations to align with the scope modifications.

**Exhibit 'A'**



Plan(s) shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Substantive changes may require consideration of Additional Services

**Scope of Services**

TBG will provide this Scope of Services based on the Proposal Assumptions that follow. Additional Services may be available, per the terms described later in the Agreement.

TBG's design process divides the Scope of Services into three distinct phases: Discovery, Development, and Delivery. By adhering to these three phases in our design process, projects move seamlessly from an idea to implementation.

### **Discovery**

To research, analyze and understand the site context as well as programmatic opportunities and constraints. Critical tasks within Discovery include:

- Task One: Site Inventory and Analysis
- Task Two: Program Assessment and Analysis

### **Development**

To develop the Project vision and craft its form and function, from design through documentation, including these ongoing tasks:

- Task Three: Conceptual Design

## **Discovery**

### **Task One**

#### **Site Inventory and Analysis**

##### *Description of Services*

TBG will work with the Project team to study and evaluate the existing conditions of the site and to organize opportunities and constraints that will impact potential design solutions.

Efforts within this task may include:

- Site visit
- Tree and topographic survey analysis (surveys by others)
- Context analysis
- Site analysis
- Precedent studies
- Shade studies
- Entitlement compliance

##### *Deliverables*

- Inventory and analysis drawings and diagrams
- Site visit report/summary

### **Task Two**

#### **Program Assessment and Analysis**

##### *Description of Services*

TBG and the project consulting team will participate in a series of community engagement events that will be facilitated by the City, as well as communicating with stakeholder groups to determine critical social, environmental and economic performance expectations for the Project. From the performance summary, TBG will assess with the Design Team optimum approach(es) for landscape/open space/spatial amenities and site elements.

#### Deliverables

- Performance inventory and assessment, including written narrative(s)
- Program inventory, including additional recommendations, to respond to performance assessment above
- Project comp assessment, including evaluation of other developments of a similar nature and context

## Development

### Task Three

#### Conceptual Design

#### Description of Services

TBG will develop a conceptual design package for the Project, accommodating the program based on the Client's and Design Team's objectives, as determined above. Concept design will serve to organize the site with program elements, optimize spatial and performance objectives and begin to establish an overall design framework/design approach.

#### Deliverables

- Functional use diagram(s), illustrating program/performance summary and optimal site and user utilization
- Conceptual Design Options with a maximum of three (3) concepts for Client to review
- Image boards to communicate character, look and feel for proposed design themes, materials, finishes and uses/activities
- Illustrative sections/elevations to convey design intent
- Conceptual design grading plan for site limits of work, to be coordinated with team civil engineer.
- Preliminary construction budgets, in coordination with the Owner-selected Construction Manager and/or general contractor
- Production and issuance 50% Conceptual Design and 100% Conceptual Design package with associated cost projections at 100% set
- Three (3) perspectives
- We have assumed three (3) meetings in College Station, TX during this task.

## Proposal Assumptions

TBG's Proposal assumes and is contingent upon the following:

- Client shall provide the following information or services as required for performance of the work. TBG assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein or the effect of same on TBG’s work. Should TBG be required to obtain or compile this information, such services will be charged as Additional Services.
  - \_ Legal descriptions of property and record drawings
  - \_ Market or demographic studies and reports
  - \_ Traffic Impact Analysis
  - \_ Topographic and boundary surveys
  - \_ Existing site engineering and utility base information
  - \_ Site environmental information required for planning processing
  - \_ Arborist consultation services.
- Client will review and provide comments on drawings and outline criteria provided by TBG.
- TBG will NOT participate in zoning and entitlement efforts, these services if requested will be provided on a time and materials basis as an Additional Service
- The following tasks are not included in our Scope of Services:
  - \_ Civil engineering of public streets,
  - \_ Environmental engineering/assessment services
  - \_ Legal and land use attorney services for zoning entitlements
  - \_ Market research and demographic studies and reports
  - \_ Marketing level renderings and/or graphics
- TBG shall not be required to sign any documents that would result in it having to certify, guaranty, or warrant the existence of conditions that it cannot independently ascertain.

**Schedule**

Services described herein are contingent upon schedule requirements provided by the Client or assumed by TBG. Following are specific assumptions contained herein that are the basis for fees and services proposed. Any changes to the assumptions provided will require written acknowledgement and approval of the Client and TBG prior to proceeding. Should the Project schedule change or modify after contract authorization, the Project will be subject to Additional Services. Significant deviations, delays or pauses to the schedule may also be grounds for Additional Services.

**Schedule Assumptions**

Task	Description	Time	Units
<b>Discovery</b>			
Task One	Site Inventory and Analysis	4	Weeks
Task Two	Program Assessment and Analysis	8	Weeks

**Development**

Task Three	Conceptual Design	12 Weeks
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<b>Total TBG Time</b>		<b>24 Weeks</b>
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## Fees for Professional Services

Each task has been written on a fee basis as noted below. The fee for this basic Scope of Services will be billed monthly:

Task	Description	Fee	Fee Basis
<b>Discovery</b>			
Task One	Site Inventory and Analysis	\$ 12,500	Hourly NTE
Task Two	Program Assessment and Analysis	\$ 20,000	Hourly NTE
<b>Development</b>			
Task Three	Conceptual Design	\$ 35,000	Hourly NTE
Task Four	Preliminary Design		Future Contract
Task Five	Final Design		Future Contract
<b>Delivery</b>			
Task Six	Bidding and Negotiation Assistance		Future Contract
Task Seven	Pre-Construction Services		Future Contract
Task Eight	Construction Observation		Future Contract

---

**TBG Scope of Services Total Fees** **\$ 67,500** Hourly NTE

Note: The Total TBG Scope of Services fee includes fees for landscape architectural, ecological consulting, civil engineering, and architectural design services only.

This proposal excludes any and all state and local taxes associated with the project site. Any such taxes required by law will be added to the project fee.

## Fees for Additional Services

Additional Services not covered by the Scope of Services outlined above, but requested in writing by the Client, will be billed on an hourly basis, unless otherwise agreed.

Fees for other sub-consultants, such as referenced in Proposal Assumptions, including Structural Engineering, MEP, and Geotechnical Engineering, are not included in the Total TBG Scope of Services Fee for this portion of the contract.

## Hourly Rates for Landscape Architecture

Level	Hourly Rate
Staff 1	\$ 60-100
Staff 2	\$ 115-130
Staff 3	\$ 140-160
Staff 4	\$ 170-185
Staff 5	\$ 190-205
Staff 6	\$ 210-250

**Hourly Rates for Architecture**

Level	Hourly Rate
Staff 1	\$ 80
Staff 2	\$ 85
Staff 3	\$ 130
Staff 4	\$ 160
Staff 5	\$ 190
Staff 6	\$ 215
Staff 7	\$ 240
Staff 8	\$ 265
Staff 9	\$ 315
Staff 10	\$ 365

**Hourly Rates for Ecological Consulting**

Level	Hourly Rate
Staff 1	\$ 65
Staff 2	\$ 110
Staff 3	\$ 120
Staff 4	\$ 130
Staff 5	\$ 135
Staff 6	\$ 150
Staff 7	\$ 165
Staff 8	\$ 180
Staff 9	\$ 195
Staff 10	\$ 210
Staff 11	\$ 225
Staff 12	\$ 245
Staff 13	\$ 275

**Hourly Rates for Civil Engineering**

Level	Hourly Rate
Staff 1	\$ 65
Staff 2	\$ 75
Staff 3	\$ 80
Staff 4	\$ 90
Staff 5	\$ 100
Staff 6	\$ 125
Staff 7	\$ 140
Staff 8	\$ 175
Staff 9	\$ 185



**Reimbursables**

The following costs shall be reimbursed at cost plus ten percent and are not included in the fee for professional services:

- Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract
- Cost of digital scanning
- Cost of printing for small and large format plots furnished or prepared in connection with the work of this contract
- Travel associated with the Project, including, but not limited to, mileage (current IRS rate), airfare, automobile rental, hotel and meals
- Cost of postage, shipping and delivery expenses other than first class mail
- Cost of models, special renderings, promotional photography, special process printing, document mounting, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- Photographic services and processing: drone aerial flights, drone insurance, videos and still photos
- Fees for additional consultants retained with the approval of the Client
- TAS Plan Review and Inspection Cost
- Cost for bid advertisement(s)
- PlanGrid charges

If the Proposal, fee of \$67,500 .

**APPROVED and agreed: The Broussard Group, Inc.**



Meade Mitchell PLA  
Principal

05/19/23

Date

**APPROVED and agreed: City of College Station**

BY Authorized Agent

DATE

The Texas Board of Architectural Examiners, 505 E. Huntland Dr., Ste. 350, Austin, Texas 78752, telephone [512] 305 9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249.a, and the Landscape Architects Registration Law, Article 249.c, Vernon's Texas Civil Statutes. Proposal copyright ©2023 by TBG Partners. No portion of this proposal may be copied or distributed without the written permission of TBG Partners.



# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300656 PROJECT #: PK2307 BID/RFP/RFQ#: RFQ23-013

Project Name / Contract Description: Mabel Clare Thomas Park Improvements

Name of Contractor: The Broussard Group, Inc. dba TBG Partners (TBG)

CONTRACT TOTAL VALUE: \$ 949,820.00 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 #         CHANGE ORDER #         OTHER       

### BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

PK2307 - Design 41389971-6560

Reimbursables for this project \$65,000

(If required)\*

CRC Approval Date\*: 12/19/24 Council Approval Date\*: 01/23/25 Agenda Item No\*:       

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

Insurance Certificates: n/a Performance Bond: n/a Payment Bond: n/a Info Tech: n/a

### SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 1/17/2025  
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



December 12, 2024

Attn: Meade Mitchell  
3232 E. Cesar Chavez  
Building 1 Ste 100  
Austin, TX 78702

**RE: Contract No. 23300656, Mabel Clare Thomas Park Improvements  
(RFQ 23-013) (“Contract”) – Amendment No. 1**

Dear Mr. Meade Mitchell,

The City of College Station (“City”) and The Broussard Group, Inc. dba TBG Partners (TBG) (collectively the “parties”) agree to make certain changes to the above-referenced Contract to prepare and develop the site design and implementation for the **Mabel Clare Thomas Park Improvements** (the “Amendment”), as shown in TBG’s revised “Proposal for Professional Design Services”, dated November 20, 2024, and attached as **Attachment “A”** to this Amendment. The original authorization to commence design/notice to proceed was given by the City to TBG on August 22, 2023. The City will issue a second authorization to commence design/notice to proceed for the work covered by this Amendment, once this Amendment is authorized and executed by the parties.

The parties have negotiated and agree that additional design work, site development and implementation are need. The parties have negotiated an updated fee of Nine Hundred Forty-nine Thousand Eight Hundred Twenty (\$949,820), of this Sixty-Five Thousand (\$65,000) will be for reimbursement expenses.

The parties hereby agree to amend the following sections of the Contract as follows:

- A. **Article II (Payment), Section 2.01.** The dollar amount listed in this Section 2.01 is amended from “Sixty-Seven Thousand Five Hundred (\$67,500.00)” to “Nine Hundred Forty-nine Thousand Eight Hundred Twenty (\$949,820) of this Sixty-Five Thousand (\$65,000) will be for reimbursement expenses”.
- B. **Article III (Time of Performance and Construction Cost), Section 3.01, subpart (a-c)** of the Contract is amended in its entirety to read as follows:
  - 3.01(a)** Conceptual Design: **22 Weeks** after the second authorization to commence design/notice to proceed is issued.

**3.01(b)** Final Design: **18 Weeks** after the second authorization to commence design/notice to proceed is issued.

**3.01(c)** Delivery of Task 6, 7 and 8: **56 Weeks** after the second authorization to commence design/notice to proceed is issued.

C. **Article III** (*Time of Performance and Construction Cost*), **Section 3.02** of the Contract is amended in its entirety to read as follows:

**3.02** All design work and other professional services provided under this Contract must be completed by the following date: **96 Weeks** after the second authorization to commence design/notice to proceed is issued.

D. **List of Exhibits.** The List of Exhibits contained in the Contract is amended by adding a new **Exhibit “D” “Additional Scope of Services”** which shall consist of TBG’s revised “Proposal for Professional Design Services” dated November 20, 2024.

Both parties agree that all other terms and conditions as set forth in the Contract remain unchanged.

By signature below, both parties indicate their written mutual acceptance of this amendment in accordance with the terms of the Contract.

**List of Attachments:**

**Attachment “A”** – New Exhibit to Contract (*Exhibit “D” “Additional Scope of Services”*)

**AGREED:**

**THE BROUSSARD GROUP, INC. DBA  
TBG PARTNERS (TBG)**

**CITY OF COLLEGE STATION**

By: Meade Mitchell

By: \_\_\_\_\_  
City Manager

Printed Name: Meade Mitchell

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

Title: Principal

**APPROVED:**

Date: 1/17/2025

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

\_\_\_\_\_  
Assistant City Manager/CFO



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

**Attachment "A"**

New Exhibit to Contract (*Exhibit "D" "Additional Scope of Services"*)



10/31/24  
Rev 2 11/20/24

TBG

**Rusty Warncke**

Project Manager, Capital Projects  
City of College Station | [cstx.gov](http://cstx.gov)  
P.O. Box 9960 | College Station, TX 77842-9960  
Desk: 979-764-3731 | Main: 979-764-3500

**Proposal for Professional Design Services**

Client: City of College Station  
Project Name: Mabel Clare Thomas Park Redevelopment  
Project Location: 1300 James Parkway, College Station, TX  
TBG Project Number: H23163

Dear Mr. Warncke

The Broussard Group, Inc. dba TBG Partners (TBG) is pleased to submit this Proposal for Professional Design Services (the Proposal) for the above referenced Project.

TBG will work in collaboration with your team of professional consultants (the Design Team) to achieve your overall Project goals. Once executed, the Proposal with attached Terms and Conditions, incorporated herein by reference, will serve as the parties' agreement for TBG's Scope of Services for the Project (the Agreement).

We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Meade Mitchell". The signature is written in a cursive, flowing style.

Meade Mitchell PLA  
Principal

TBG  
1333 west loop south  
suite 1450  
houston, texas 77027

[713] 439 0027  
[tbgpartners.com](http://tbgpartners.com)

## The Project

The purpose of this project is to enhance Mabel Clare Thomas Park, located at 1300 James Parkway, and maintain its existing charter. Improvements include a new pavilion and restroom, historical/ memorial elements, additional lighting, shade areas, and unique playscapes/recreational elements for a wide range of ages.

TBG and the Design Team will prepare and develop the site design and implementation documents. The Project consists of adding amenities and improving existing amenities to include, but not limited to:

- 01\_ Improving of trail and pedestrian circulation throughout the park
- 02\_ Improve and add unique play areas for a wide range of play types and age ranges
- 03\_ Rede existing drainage way to create a natural area for exploration and provide native habitat.
- 04\_ Design a pavilion and restroom building to serve the park spaces
- 05\_ Design resurfacing for the basketball and tennis court areas
- 06\_ Provide interpretive sign

The consultant team consists of professional services from the following:

- 01\_ Landscape Architecture services
  - a. Design of the park amenities and pedestrian circulation
  - b. Design of the planting
- 02\_ Architecture services
  - a. Design of pavilion and restroom building
- 03\_ Civil Engineering services
  - a. Site/grading plans for drainage
- 04\_ Structural Engineering services
  - a. Provide foundation design
  - b. Specification and design for pavilion and restroom building
- 05\_ Geotechnical Engineering services
  - a. Earthwork requirements for foundation
  - b. Foundation recommendations
- 06\_ Mechanical Electrical Plumbing Services
  - a. Site electrical
  - b. Pavilion Building electrical
- 07\_ Ecological services
- 08\_ Construction Contractor Preconstruction Cost estimation Services

Reference Exhibit 'A' below for our understanding of the current program and site (prepared by [if credit is needed, insert name of engineer or architect here]) which serves as the basis for this Proposal. In the event that the Project scope changes significantly from Exhibit 'A', TBG reserves the right to revise the Scope of Services and associated fee allocations to align with the scope modifications.

## Exhibit 'A'



Plan(s) shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Substantive changes may require consideration of Additional Services.

## Scope of Services

TBG will provide this Scope of Services based on the Proposal Assumptions that follow. Additional Services may be available, per the terms described later in the Agreement.

TBG's design process divides the Scope of Services into three distinct phases: Discovery, Development, and Delivery. By adhering to these three phases in our design process, projects move seamlessly from an idea to implementation.

### Conceptual Design Phase

To research, analyze and understand the site context as well as programmatic opportunities and constraints. Critical tasks within Discovery include:

- Task One: Site Inventory and Analysis
- Task Two: Program Confirmation
- Task Three: Schematic Design

### Final Design Phase

To develop the Project vision and craft its form and function, from design through documentation, including these ongoing tasks:

- Task Four: Design Development
- Task Five: Construction Documentation



### **Bid Preparation and Evaluation Phase**

To consult in the implementation of the Project's vision through the construction phase, ensuring compliance with the intent of the overall design and its accompanying story.

Tasks include:

- Task Six: Bidding and Negotiation Assistance
- Task Seven: Pre-Construction
- Task Eight: Construction Observation

### **Conceptual Design Phase**

#### **Task One**

##### Site inventory and Analysis

###### *Description of Services*

TBG will work with the Project team to understand more thoroughly the constraints and requirements of the existing site amenities and conditions. The Project team will use the established Concept design to focus some more discovery towards the development areas planned in the approved Concept. Survey of existing site and an understanding of the overall health of the existing trees will be established.

Efforts within this task may include:

- Tree health review
- Site survey
- Drainage/ Detention analysis requirements
- Sport court and sport fencing assessment
- Coordinating with adjacent roadway improvements project adjacent to the park

###### *Deliverables*

- Site Survey

#### **Task Two**

##### Program Confirmation

###### *Description of Services*

Design team will review the additional discovery information assembled and compare the approved Concept Design Program will function and perform as intended in the concept phase. Design Team with consultation from the City will determine the best Program for the park with a focus on critical social, environmental and economic performance expectations for the Project. TBG will assess with the Design Team optimum approach for landscape/open space/spatial amenities and site elements.

###### *Deliverables*

- Program inventory, including additional recommendations, to respond to performance assessment
- Project comp assessment, including evaluation of other developments of a similar nature and context

#### **Task Three**

##### Schematic Design

#### Description of Services

TBG will develop a schematic design package for the Project, accommodating the program based on the advancement of the approved Concept Design to take into account the additional information from City and stakeholder feedback, in-depth analysis of specific site constraints, and adjusted program requirements developed in the previous phase. Schematic design will provide the complete design solution for the entire park. This task will result in the solution for site program, the program arrangement and buildability within the constraints of the park.

#### Deliverables

- Overall color-rendered schematic design plan
- Image boards to communicate character, look and feel for proposed design themes, materials, finishes and uses/activities
- Illustrative sections/elevations to convey design intent
- Schematic design grading plan for site limits of work, to be coordinated with team civil engineer
- Preliminary construction budgets, in coordination with the Design Team cost estimation consultant
- Production and issuance 100% SD package with associated cost projections at 100% set
- Up to three (3) perspectives
- We have assumed one (1) meetings in College Station, Tx during this task.

## Final Design Phase

### Task Four

#### Design Development

#### Description of Services

TBG will work with the Client and consultant team to further develop the design concepts for the Project based on Client and Design Team review and comment to the schematic design package and associated project budgets. This task will serve to finalize the site plan and selection of materials for the Project. It is intended that the DD documents will be advanced to the level that allows the City to understand the overall project materials, products and detail design solutions. The project scope and cost will be finalized to a complete level.

#### Deliverables

- Plan enlargements, sketches, sections, elevations and material images to communicate design direction and intent
- Image compilation and presentation of recommended materials selections (to communicate design intent, character, mood, look and feel), including hardscape, softscape and landscape elements
- Production and issuance of a 50% DD package and 100% DD package. Set will be issued to the City.

- Cost estimates will be refined to determine a complete and overall budget for construction
- We have assumed one (1) meetings in College Station, Tx during this task

### **Task Five**

#### **Construction Documentation**

##### Description of Services

TBG will prepare construction drawings and specifications to properly describe the scope of the Project. These documents will be suitable for review and for competitive bidding purposes.

##### Deliverables

- Plan layout of all site hardscape, planting, irrigation and site amenities.
- Detailing that supports the hardscape, planting, irrigation and landscape/pedestrian design. This work will be coordinated with the Client's design consultant team as required.
- Final grading coordination based on Design Team civil engineer's and architect's established grades for the site.
- TBG will prepare technical specifications to describe the quality of craftsmanship and materials for the Project.
- TBG will submit a 60% and 90% progress review set of the construction document package for the Client's review and comment prior to final submission of the Issue for Bid and/or Issue for Construction Sets
- We have assumed up to two (2) meetings in College Station, Tx during this task.

## Bid Preparation and Evaluation Phase

### Task Six

#### Bidding and Negotiation Assistance

##### Description of Services

TBG will work with the Contractor and Design Team to issue supplemental instructions and clarifications as needed during this task. We will also assist the Client and Contractor in reviewing bid tabulations and make recommendations regarding qualified subcontractors. TBG will provide the following services during this task:

- Respond to questions during the bidding and/or contract negotiations

##### Deliverables

- Clarification of addenda and/or supplemental drawings as required
- Attendance at one (1) pre-bid meeting
- Meeting with the Client and Design Team to review and comment on bid tabulations and Contractor recommendations – maximum of one (1) meeting

### Task Seven

#### Pre-Construction

##### Description of Services

TBG will review, mark-up and return submittals, shop drawings and RFI's related to landscape scope for the above-mentioned site/project elements. Included within this scope will be:

- Attend construction meetings and visit the site with the Design Team (to the extent noted below)
- Review submittals and RFIs
- Attend nursery visits for tree/plant selection - maximum of one (1) visit

##### Deliverables

- For the scope of this Proposal, we have allocated a maximum of six (6) meetings with the Design Team to coordinate outstanding items
- Review and prepare responses to Contractor RFIs.
- Review, mark-up and return of shop drawings and submittals

### Task Eight

#### Construction Observation

##### Description of Services

TBG will visit the site during construction and be present for the Client's meetings as indicated below. We will observe the work of the Contractor to generally determine performance and quality of the construction as related to the intent of the construction documents and specifications. We will observe grading, hardscape, planting and soil placement as well as irrigation installation. TBG will assist in the determination of the Contractor's substantial completion and prepare a punch list initiating the contractor's maintenance and warranty obligation. Included within this scope will be:

- Attend construction meetings and visit the site with the Design Team (to the extent noted below)

#### Deliverables

- For the scope of this proposal, we have allocated a maximum of twelve (12) construction meetings / site visits
- Provide field reports based on site observations

## Proposal Assumptions

TBG's Proposal assumes and is contingent upon the following:

- Client shall provide the following information or services as required for performance of the work. TBG assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein or the effect of same on TBG's work. Should TBG be required to obtain or compile this information, such services will be charged as Additional Services.
  - \_ Legal descriptions of property
  - \_ Traffic Impact Analysis
  - \_ Topography and boundary surveys
  - \_ Existing engineering and utility base information
  - \_ ACAD preparation of approved concept. Fees will be proposed upon Client's request.
- TBG understands that the Project will be delivered as one (1) construction document package. Client understands and agrees that division of documents into multiple phases or releases will result in compensation for additional services.
- TBG understands that this project will be developed and delivered within an AutoCAD format and platform. Additional formats, such as Revit, can be provided for additional services. If Revit is the required format, the client must notify TBG prior to the Project entering the Design Development phase of services.
- This proposal includes design fees for [example: irrigation design based on water supply from a domestic city source].
- TBG will not provide irrigation design and documentation for systems supplied by reclaimed or auxiliary water systems, e.g. well water, rainwater/condensate harvesting, and Type 1 reclaimed water.
- TBG will coordinate with Client's other consultants in the design team, to the extent their scope of work relates to the landscape architectural design elements within the Project. No fees for these consultants have been included in Scope of Services. As schematic design and design development progress, we will make recommendations for additional sub-consultants, as needed, at an additional fee.
- The following engineering tasks are not included in our Scope of Services:
  - \_ Aquatic, MEP, or structural services associated w/ swimming pools or fountain features. These services are the responsibility of the contractor and will only be reviewed by TBG for design intent during construction

- Rough grading and storm drainage systems will be designed and documented by Client's civil engineer, including utility rough ins, and site area drainage maps. TBG will coordinate with this consultant for its design requirements.
- Client's architect will lead and manage the building permits submittal and may include documentation or designs by TBG for the site and terrace amenity development.
- Although no rooftop amenities are included in this proposal at this time, any waterproofing, drainage mat, and storm drainage systems will be designed, documented and specified by Client's architect or engineer. Rooftop amenities such as green roofs, roof gardens, rooftop pools or rooftop terraces may be added with an Additional Service, at which time, TBG will coordinate with these consultants as needed.
- Client will provide surveys, record drawings, and geotechnical and other investigations that TBG may request to execute the work properly.
- Client will review and provide comments on drawings and outline criteria provided by TBG.
- TBG will not provide as-built documentation.
- TBG will not participate in zoning efforts.
- TBG may provide LEED documentation only as Additional Services.
- TBG shall not be required to sign any documents that would result in its having to certify, guaranty, or warrant the existence of conditions that it cannot independently ascertain.

## Budget

TBG will work with the Client’s Contractor and/or construction manager (CM) in preparing and managing the development budget related to TBG’s work, starting at schematic design. TBG will only proceed with each subsequent task of service upon receipt of Client’s authorization, based upon design documents and contractor/CM prepared budget. TBG will maintain conformance of all documents with the budget within each task of service.

TBG has assumed a landscape construction budget of \$5,940,000 for the Scope of Services identified above. Should the budget be reduced or increased in excess of 10% between the time of completion of schematic design and construction documents, TBG will be entitled to compensation for the Additional Services involved.

MCT North of Francis	\$640,000.00	Unique Play	\$1,200,000.00
MCT South of Francis Drive	\$2,000,000.00	Nature Exploration	\$600,000.00
Sport Court Areas	\$200,000.00	Architecture	\$1,300,000.00
		<b>Total Cost:</b>	<b>\$5,940,000.00</b>



Concept Development

College Station, Texas  
06/20/24

TBG  
1325 W. Loop South, Suite 1400  
Houston, TX 77027  
(713) 488-9227  
tbg@tbg.com

### Landscape Construction Budget Assumptions

Landscape Type	Landscape Cost
01_ North Francis Gen. Improvements	640,000
02_ South Francis Gen. Improvements	2,000,000
03_ Unique Play Area	1,200,000
04_ Nature Exploration Zone	600,000
05_ Sport Court Improvement	200,000
06_ Architecture	1,300,000
<b>Total Park Cost</b>	<b>\$5,940,000</b>

## Schedule

Services described herein are contingent upon schedule requirements provided by the Client or assumed by TBG. Following are specific assumptions contained herein that are the basis for fees and services proposed. Any changes to the assumptions provided will require written acknowledgement and approval of the Client and TBG prior to proceeding. Should the Project schedule change or modify after contract authorization, the Project will be subject to Additional Services. Significant deviations, delays or pauses to the schedule may also be grounds for Additional Services.

### Schedule Assumptions

Task	Description	Time	Units
<b>Discovery</b>			
Task One	Site Inventory and Analysis	2	Weeks
Task Two	Program Assessment and Analysis	2	Weeks
Task Three	Schematic Design	4	Weeks
<b>Development</b>			
Task Four	Design Development	14	Weeks
Task Five	Construction Documents	18	Weeks
<b>Delivery</b>			
Task Six	Bidding and Negotiation Assistance	4	Weeks
Task Seven	Pre-Construction Services		Weeks
Task Eight	Construction Observation	52	Weeks
<b>Total TBG Time</b>		<b>96</b>	<b>Weeks</b>



### Fees for Professional Services

Each task has been written on a fee basis as noted below. The fee for this basic Scope of Services will be billed monthly:

Task	Description		Fee	Fee Basis
<b>Concept Design</b>				
		\$	186,832	Lump Sum
Task One	Site Inventory and Analysis	\$	Included above	
Task Two	Program Assessment and Analysis	\$	Included above	
Task Three	Schematic Design	\$		
<b>Final Design</b>				
Task Four	Design Development	\$	219,915	Lump Sum
Task Five	Construction Documents	\$	360,750	Lump Sum
<b>Delivery</b>				
Task Six	Bidding and Negotiation Assistance	\$	12,582	Lump Sum
Task Seven	Pre-Construction Services	\$	26,549	Lump Sum
Task Eight	Construction Observation	\$	78,192	Lump Sum

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<b>TBG Scope of Services Total Fees</b>		\$	<b>884,820</b>	<b>Lump Sum NTE</b>
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Note: The Total TBG Scope of Services fee includes fees for landscape architectural, architecture, civil engineering, structural engineering, MEP engineering, ecological services, geotechnical engineering, construction cost consulting and irrigation design services only.  
 This proposal excludes any and all state and local taxes associated with the project site. Any such taxes required by law will be added to the project fee.

## Fees for Additional Services

Additional Services not covered by the Scope of Services outlined above, but requested in writing by the Client, will be billed on an hourly basis, unless otherwise agreed.

Fees for other sub-consultants, such as referenced in Proposal Assumptions, including architectural, structural, MEP or civil engineering, are not included in the Total TBG Scope of Services Fee.

### TBG Hourly Rates

Level		Hourly Rate
Staff 1	\$	70-115
Staff 2	\$	120-145
Staff 3	\$	150-175
Staff 4	\$	180-220
Staff 5	\$	225-240
Staff 6	\$	250-275

### Reimbursables

The project reimbursables would be estimated to be a sum of \$65,000. The following costs shall be reimbursed at cost plus ten percent and are not included in the fee for professional services:

- Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract
- Cost of digital scanning
- Cost of printing for small and large format plots furnished or prepared in connection with the work of this contract
- Travel associated with the Project, including, but not limited to, mileage (current IRS rate), airfare, automobile rental, hotel and meals
- Cost of postage, shipping and delivery expenses other than first class mail
- Cost of models, special renderings, promotional photography, special process printing, document mounting, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- Photographic services and processing: drone aerial flights, drone insurance, videos and still photos
- Cost for bid advertisement(s)

### Additional Fees

- Technology Fee - This fee is a partial offset to the significant and increasing costs of delivering our service to clients through technology as well as maintaining an ever more secure and resilient technology platform to mitigate growing data risks
- TAS Plan Review and Inspection Cost
- Certified Playground Safety Inspector (CPSI) Review and Inspection Cost.
- Fees for additional consultants retained with the approval of Client

If the Proposal, fee of \$884,820 and the Terms and Conditions that follow, which are incorporated herein by reference, meet with your approval, please sign below and return a copy to TBG for our files. TBG must receive a signed copy of the Agreement in order to proceed with the Scope of Services.

**APPROVED and agreed:      The Broussard Group, Inc.**



Meade Mitchell PLA  
— Principal

11/20/2024

Date

**APPROVED and agreed:      City of College Station**

\_\_\_\_\_  
BY Authorized Agent

\_\_\_\_\_  
DATE

The Texas Board of Architectural Examiners, 505 E. Huntland Dr., Ste. 350, Austin, Texas 78752, telephone [512] 305 9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249.a, and the Landscape Architects Registration Law, Article 249.c, Vernon's Texas Civil Statutes. Proposal copyright ©2024 by TBG Partners. No portion of this proposal may be copied or distributed without the written permission of TBG Partners.

**Mabel Clare Thomas Park**

College Station, Texas

TBG Partners- Landscape Architecture/ Prime Consultant

11/20/2024

TASK DESCRIPTION	STAFF 6	STAFF 5	STAFF 4	STAFF 3	STAFF 2	STAFF 1	TOTAL LABOR HRS. & COSTS
	\$250.00	\$235.00	\$200.00	\$165.00	\$135.00	\$100.00	
<b>Concept Design Phase</b>							
Inventory and analysis	5	4	5	0	10	15	39
Program Assessment and Analysis	5	2	5	0	10	15	37
Schematic Design	20	8	30	0	80	100	238
<b>TOTAL HOURS</b>	<b>30</b>	<b>14</b>	<b>40</b>	<b>0</b>	<b>100</b>	<b>130</b>	<b>314</b>
<b>CONTRACT RATE PER HOUR</b>	<b>\$250.00</b>	<b>\$235.00</b>	<b>\$200.00</b>	<b>\$165.00</b>	<b>\$135.00</b>	<b>\$100.00</b>	
<b>LABOR COSTS SUB-TOTALS</b>	<b>\$7,500.00</b>	<b>\$3,290.00</b>	<b>\$8,000.00</b>	<b>\$0.00</b>	<b>\$13,500.00</b>	<b>\$13,000.00</b>	<b>\$45,290.00</b>
<b>Final Design Phase</b>							
Design Development	60	24	90	0	176	200	550
Construction Documents	135	28	270	0	350	450	1233
<b>TOTAL HOURS</b>	<b>195</b>	<b>52</b>	<b>360</b>	<b>0</b>	<b>526</b>	<b>650</b>	<b>1783</b>
<b>CONTRACT RATE PER HOUR</b>	<b>\$250.00</b>	<b>\$235.00</b>	<b>\$200.00</b>	<b>\$165.00</b>	<b>\$135.00</b>	<b>\$100.00</b>	
<b>LABOR COSTS SUB-TOTALS</b>	<b>\$48,750.00</b>	<b>\$12,220.00</b>	<b>\$72,000.00</b>	<b>\$0.00</b>	<b>\$71,010.00</b>	<b>\$65,000.00</b>	<b>\$268,980.00</b>
<b>Bid Preparation and Evaluation Phase</b>							
Bidding and Negotiation Assistance	4	0	4	0	3	4	15
Pre-Construction Services	20	0	20	0	30	35	105
Construction Observation	30	0	30	0	50	70	180
<b>TOTAL HOURS</b>	<b>54</b>	<b>0</b>	<b>54</b>	<b>0</b>	<b>83</b>	<b>109</b>	<b>300</b>
<b>CONTRACT RATE PER HOUR</b>	<b>\$250.00</b>	<b>\$235.00</b>	<b>\$200.00</b>	<b>\$165.00</b>	<b>\$135.00</b>	<b>\$100.00</b>	
<b>LABOR COSTS SUB-TOTALS</b>	<b>\$13,500.00</b>	<b>\$0.00</b>	<b>\$10,800.00</b>	<b>\$0.00</b>	<b>\$11,205.00</b>	<b>\$10,900.00</b>	<b>\$46,405.00</b>
<b>TOTAL TBG LABOR</b>							<b>\$360,675.00</b>

Mabel Clare Thomas Park  
 College Station, Texas  
 Mitchell & Morgan, LLP  
 1/12/2024

TASK DESCRIPTION	PRINCIPAL	SENIOR PE	SENIOR PE	SENIOR PE	JUNIOR PE	PROJECT MGR	EIT	ADMIN	SUPPORT STAFF	TOTAL LABOR HRS, & COSTS
	\$185.00	\$140.00	\$140.00	\$140.00	\$100.00	\$60.00	\$80.00	\$65.00	\$65.00	
<b>Concept Design Phase</b>										
Inventory and analysis	20	18	18	10	8	10	0	5	10	89
Program Assessment and Analysis	8	8	18	0	12	0	10	0	0	48
Schematic Design	35	34	42	20	6	20	20	10	10	177
TOTAL HOURS	55	60	78	30	26	30	30	15	20	314
CONTRACT RATE PER HOUR	\$185.00	\$140.00	\$140.00	\$90.00	\$100.00	\$90.00	\$80.00	\$65.00	\$65.00	
LABOR COSTS SUB-TOTALS	\$10,175.00	\$8,400.00	\$10,920.00	\$2,700.00	\$2,600.00	\$2,700.00	\$2,400.00	\$975.00	\$1,300.00	\$39,470.00
<b>Final Design Phase</b>										
Design Development	40	90	120	42	26	42	42	10	10	360
Construction Documents	70	120	100	130	40	130	130	20	20	590
TOTAL HOURS	110	210	220	172	66	172	172	30	30	950
CONTRACT RATE PER HOUR	\$185.00	\$140.00	\$140.00	\$90.00	\$100.00	\$90.00	\$80.00	\$65.00	\$65.00	
LABOR COSTS SUB-TOTALS	\$20,350.00	\$29,400.00	\$30,800.00	\$15,480.00	\$6,600.00	\$15,480.00	\$13,760.00	\$1,950.00	\$1,950.00	\$120,290.00
Management Fee										\$12,029.00
<b>Bid Preparation and Evaluation Phase</b>										
Bidding and Negotiation Assistance	12	0	0	0	15	0	0	5	5	37
Pre-Construction Services	10	0	35	0	8	0	0	0	10	63
Construction Observation	20	0	35	0	0	0	0	10	10	75
TOTAL HOURS	42	0	70	0	23	0	0	15	25	135
CONTRACT RATE PER HOUR	\$185.00	\$140.00	\$140.00	\$90.00	\$100.00	\$90.00	\$80.00	\$65.00	\$65.00	
LABOR COSTS SUB-TOTALS	\$7,770.00	\$0.00	\$9,800.00	\$0.00	\$2,300.00	\$0.00	\$0.00	\$975.00	\$1,625.00	\$22,470.00
Management Fee										\$2,247.00
<b>TOTAL MITCHELL &amp; MORGAN LABOR</b>										<b>\$200,453.00</b>

**Mabel Clare Thomas Park**  
 College Station, Texas  
 Biohabitats  
 1/1/20/2024

TASK DESCRIPTION	CB	MLJJC	JN/SS	CH	SS/ED	HH	TOTAL LABOR HRS. & COSTS
	\$245.00	\$235.00	\$190.00	\$140.00	\$140.00	\$125.00	
<b>Concept Design Phase</b>							
Inventory and analysis	1	31	4	36	61	9	142
Program Assessment and Analysis	0	0	0	0	0	0	0
Schematic Design	0	32	4	37	65	4	142
<b>TOTAL HOURS</b>	<b>1</b>	<b>63</b>	<b>8</b>	<b>73</b>	<b>126</b>	<b>13</b>	<b>284</b>
CONTRACT RATE PER HOUR	\$245.00	\$235.00	\$190.00	\$140.00	\$140.00	\$125.00	
LABOR COSTS SUB-TOTALS	\$245.00	\$14,805.00	\$1,520.00	\$10,220.00	\$17,640.00	\$1,625.00	\$46,055.00
Management Fee							\$4,605.50
<b>Final Design Phase</b>							
Design Development	0	38	5	49	83	2	177
Construction Documents	0	34	2	9	23	0	68
<b>TOTAL HOURS</b>	<b>0</b>	<b>72</b>	<b>7</b>	<b>58</b>	<b>106</b>	<b>2</b>	<b>245</b>
CONTRACT RATE PER HOUR	\$245.00	\$235.00	\$190.00	\$140.00	\$140.00	\$125.00	
LABOR COSTS SUB-TOTALS	\$0.00	\$16,920.00	\$1,330.00	\$8,120.00	\$14,840.00	\$250.00	\$41,460.00
Management Fee							\$4,146.00
<b>Bid Preparation and Evaluation Phase</b>							
Bidding and Negotiation Assistance	0	6	0	8	10	0	24
Pre-Construction Services	0	4	0	4	6	0	14
Construction Observation	0	41	0	35	39	0	115
<b>TOTAL HOURS</b>	<b>0</b>	<b>51</b>	<b>0</b>	<b>47</b>	<b>55</b>	<b>0</b>	<b>153</b>
CONTRACT RATE PER HOUR	\$245.00	\$235.00	\$190.00	\$140.00	\$140.00	\$125.00	
LABOR COSTS SUB-TOTALS	\$0.00	\$11,985.00	\$0.00	\$6,580.00	\$7,700.00	\$0.00	\$26,265.00
Management Fee							\$2,627.50
<b>TOTAL CONSULTANT LABOR</b>							<b>\$125,159.00</b>

**Mabel Clare Thomas Park**  
 College Station, Texas  
 Studio Red Architects  
 11/20/2024

TASK DESCRIPTION	PRINCIPAL IN CHARGE	PROJECT MANAGER	PROJECT ARCHITECT	STAFF 1	CONSULTANTS	N/A	TOTAL LABOR HRS. & COSTS
<b>Concept Design Phase</b>							
Inventory and analysis	0	0	0	0	0	0	0
Program Assessment and Analysis	0	0	0	0	0	0	0
Schematic Design	5	20	89	97	0	0	211
<b>TOTAL HOURS</b>	<b>5</b>	<b>20</b>	<b>89</b>	<b>97</b>	<b>0</b>	<b>0</b>	<b>211</b>
CONTRACT RATE PER HOUR	\$220.00	\$150.00	\$150.00	\$100.00	\$0.00	\$100.00	
LABOR COSTS SUB-TOTALS	\$1,100.00	\$3,000.00	\$13,350.00	\$9,700.00	\$6,000.00	\$0.00	\$33,150.00
<b>Management Fee</b>							
<b>Final Design Phase</b>							
Design Development	5	20	89	97	0	0	211
Construction Documents	10	40	178	194	0	0	422
<b>TOTAL HOURS</b>	<b>15</b>	<b>60</b>	<b>267</b>	<b>291</b>	<b>0</b>	<b>0</b>	<b>633</b>
CONTRACT RATE PER HOUR	\$220.00	\$150.00	\$150.00	\$100.00	\$0.00	\$100.00	
LABOR COSTS SUB-TOTALS	\$3,300.00	\$9,000.00	\$40,050.00	\$29,100.00	\$18,000.00	\$0.00	\$99,450.00
<b>Management Fee</b>							
<b>Bid Preparation and Evaluation Phase</b>							
Bidding and Negotiation Assistance	1	8	18	0	0	0	0
Pre-Construction Services	0	0	0	0	0	0	0
Construction Observation	6	30	100	22.1	0	0	0
<b>TOTAL HOURS</b>	<b>7</b>	<b>38</b>	<b>118</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>185</b>
CONTRACT RATE PER HOUR	\$220.00	\$150.00	\$150.00	\$100.00	\$0.00	\$100.00	
LABOR COSTS SUB-TOTALS	\$1,540.00	\$5,700.00	\$17,700.00	\$2,210.00	\$6,000.00	\$0.00	\$33,150.00
<b>Management Fee</b>							
<b>TOTAL STUDIO RED ARCHITECTS LABOR</b>							<b>\$182,325.00</b>

**Mabel Clare Thomas Park**  
 College Station, Texas  
 Fournery Construction- Cost Consulting  
 11/20/2024

TASK DESCRIPTION	STAFF 6	STAFF 5	STAFF 4	STAFF 3	STAFF 2	STAFF 1	TOTAL LABOR HRS. & COSTS
	\$250.00	\$235.00	\$200.00	\$165.00	\$135.00	\$100.00	
<b>Concept Design Phase</b>							
Inventory and analysis	0	0	0	0	0	0	0
Program Assessment and Analysis	0	0	0	0	0	0	0
Schematic Design	8	5	0	5	0	0	18
<b>TOTAL HOURS</b>	<b>8</b>	<b>5</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>18</b>
CONTRACT RATE PER HOUR	\$250.00	\$235.00	\$200.00	\$165.00	\$135.00	\$100.00	
LABOR COSTS SUB-TOTALS	\$2,000.00	\$1,175.00	\$0.00	\$825.00	\$0.00	\$0.00	\$4,000.00
10% Management Fee							\$400.00
<b>Final Design Phase</b>							
Design Development	8	5	0	5	0	0	18
Construction Documents	10	11	0	10	0	0	31
<b>TOTAL HOURS</b>	<b>18</b>	<b>16</b>	<b>0</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>49</b>
CONTRACT RATE PER HOUR	\$250.00	\$235.00	\$200.00	\$165.00	\$135.00	\$100.00	
LABOR COSTS SUB-TOTALS	\$4,500.00	\$3,760.00	\$0.00	\$2,475.00	\$0.00	\$0.00	\$10,735.00
Management Fee							\$1,073.00
<b>Bid Preparation and Evaluation Phase</b>							
Bidding and Negotiation Assistance	0	0	0	0	0	0	0
Pre-Construction Services	0	0	0	0	0	0	0
Construction Observation	0	0	0	0	0	0	0
<b>TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
CONTRACT RATE PER HOUR	\$250.00	\$235.00	\$200.00	\$165.00	\$135.00	\$100.00	
LABOR COSTS SUB-TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Management Fee							\$0.00
<b>TOTAL CONSULTANT LABOR</b>							<b>\$16,208.00</b>