

**Agenda Item Details**

Meeting	Apr 10, 2018 - Bryan City Council Second Regular Meeting
Category	6. Regular Agenda - This agenda consists of items requiring individual consideration by Council.
Subject	A. Consideration of a proposed contract for architectural/engineering services (Phase I design) with Burditt Consultants, L.L.C., for design, engineering, and construction services for a regional park for City-owned property at the northwest corner of Villa Maria Road and South College Avenue (a.k.a. the former Municipal Golf Course) for a total fee in an amount not to exceed \$487,000, inclusive of labor, travel expenses, supervision, reporting, and document production as outlined in the proposed contract.
Type	Action
Preferred Date	Apr 10, 2018
Absolute Date	Apr 10, 2018
Fiscal Impact	Yes
Dollar Amount	487,000.00
Budgeted	No
Budget Source	General Fund
Goals	Quality of Life

**Summary:**

On December 12, 2017, the City Council accepted gifted property for a new municipal course, now known as the City Course at the Phillips Event Center. With this acceptance, the Municipal Course located at the northwest corner of Villa Maria Road and South College Avenue was closed on December 31, 2018. The City Council has indicated a strong desire to have the former Municipal Golf Course property converted into a regional park.

On December 13, 2017, the City released Request for Qualifications (RFQ) #18-014 entitled, "Architectural/Engineering Services for Park Design for City Property Located at the Northwest Corner of Villa Maria Road and South College Avenue (property includes the Travis B. Bryan Municipal Golf Course property and current Astin Recreation Area and Williamson Park)". Statements of Qualification (SOQ) were due on January 25, 2018, and the City received thirteen (13) qualified responses.

A City staff team reviewed the responses and narrowed the list to six (6) firms to interview. During the week of February 26, 2018, the team interviewed the firms and selected one (1) firm, Burditt Consultants, LLC, with which to begin contract negotiations. The other twelve (12) firms were: Asakura Robinson; Bleyl Engineering, Inc.; Brown Reynolds Watford Architects; Clark Condon; DesignWorkshop, Inc.; Dunaway; Dunkin Sims Stoffels, Inc.; Kimley-Horn and Associates, Inc.; M2L Associates, Inc.; Mitchell & Morgan; Schrickel, Rollins and Associates, Inc.; and TBG Partners. Initial evaluation factors identified in the RFQ included: Firm Introduction; Competence and Qualifications of Project Manager; Technical Adequacy of Personnel and Sub-consultants; Firm Experience – Previous Similar Work; Success of Firm – Record of Past Project Experience; Firm's History of Cost Estimates and Budget Performance; Workload Capacity and Performance within a Specific Schedule; Proposed Approach for the Project; Knowledge of Local Contractors, Criteria, Specifications; Utilization of Prime Firm or Individuals (with Prior Project Experience); and References.

The proposed contract is the first part of a two part design project. Phase I Design addresses the Preliminary Design, the Preliminary Engineering Report, and the Master Plan for a total not to exceed cost of \$487,000. Phase II Design, which includes Design Development and Final Design (along with Construction Observation), requires City Council approval in the form of an amended contract or a new contract. If Phase II Design is pursued, fees for Phase II Design have been negotiated with the Firm at a rate of 7.75% of the City Council approved Statement of Probable costs. That is, the City Council determines if the Master Plan in Phase I Design is appropriate, whether the City moves forward into Phase II Design, and the scope of Phase II Design. Phase II Design will determine the initial park elements and the construction of such.

The following is a summary of the proposed contract for Phase I Design:

- **Section 1 (Scope of Services):** This section references several exhibits, including Exhibit A (Scope of Services), Exhibit B (Fees Summary & Estimated Monthly Fee Schedule), Exhibit C (Project Schedule), Exhibit D (RFQ #18-014), and Exhibit E (Firm's Statement of Qualifications), all of which provide a detailed explanation of services and deliverables the firm is to provide to the City.
- **Section 2 (Payment):** This section addresses the total costs for services in Phase I Design, which is an amount not to exceed \$487,000 for Phase I Design. The percentage amount for Phase II Design, if pursued as directed by the City Council, is 7.75% of the City Council approved Statement of Probable Costs.
- **Section 3 (Time of Performance):** This section references the exhibits, which have specific tasks for the firm to complete.
- **Section 4 (Warranty, Indemnification, & Release):** Essentially, the language in this section is standard boilerplate language stating the firm warrants it has the experience and expertise to provide the proposed services. This section also states the firm is an independent contractor, addresses indemnification, and releases the City from claims, demands, etc.
- **Section 5 (Firm's Insurance):** This section addresses the City's standard insurance required of the firm.
- **Section 6 (Termination):** This section allows the City to terminate the contract at any time upon thirty (30) days written notice. However, if the Firm fails to fulfill its contractual obligations, termination may occur sooner.
- **Section 7 (Miscellaneous Terms):** This section also includes mostly boilerplate languages, such as notice, federal and state laws, etc.
- **Section 8 (Exhibits):** This section lists the five (5) exhibits to the contract.
- **Section 9 (Disclosure of Interested Parties):** This section addresses disclosure as required by a Texas state statute of the Government Code for contracts that exceed \$1M.
- **Section 10 (Nepotism):** This section addresses a City Charter provision regarding nepotism to ensure a firm's owner is not related to a City councilmember within the third degree of consanguinity (blood) or within the second degree of affinity (marriage).

As indicated above, the contract includes multiple exhibits that are important to the contract. Exhibits provide specific information about the scope of services and deliverables, the fee summary and fee schedule, and project schedule.

Specific elements of the scope of services for the project are in Exhibit A, which is summarized as:

- **Phase I (Preliminary Design, PER, and Master Plan):**
  - Task 1 – Public Engagement and Programming
  - Task 2 – Schematic Design and Master Plan
  - Task 3 - Preliminary Engineering, Survey, and Environmental Report
  - Total Fee: \$487,000
  - Note: PER stands for Preliminary Engineering Report

If after the completion of Phase I, the City Council decides to pursue Phase II, the anticipated tasks for Phase II include:

- **Phase II (Design Development and Final Design):**
  - Task 4 – Design Development
  - Task 5 – Construction Documents
  - Task 6 – Bidding and Award
  - Task 7 – Construction Observation
  - Fee: Percent (7.75%) of City Council approved Statement of Probable costs

#### **Staff Analysis and Recommendation:**

The recommended firm, Burditt, has over thirty-five (35) years of experience assisting municipalities, county, state, and federal governments, non-profits, and commercial/residential groups with land use designs, including in the areas of master planning and designing, feasibility studies, architectural, landscape architectural, community development, asset inventories and audits, economic impact studies, Geographical Information Systems (GIS) databases and archival data management, wildlife studies, urban and community forestry, and environmental assessment. The firm has offices in Conroe, Houston, and Downtown Bryan. The firm's namesake, Charles Burditt, grew up in Bryan and has close ties to the community. The firm's team includes individuals with specific local experience, including Steve Beachy (retired City of College Station Parks and Recreation Director), Sarah Korpita (also raised in Bryan and the former City of Navasota Parks and Recreation Director and Community Development Director), and Kent Laza and Stewart Kling with a local firm, Civil Engineering Consultants (CEC).

This high profile project requires a firm with vast experience, including the ability to successfully obtain public input. When completed, the regional park will serve generations to come and likely will be considered a legacy park – a park designed and built during this generation but one to serve the community for multi-generations. The design firm will have a monumental role in creating the legacy, and therefore the selected firm should be committed to the project and the community.

Based on the expertise and experience of the firm along with the multiple local connections to the community, staff recommends awarding the Contract for Architectural/Engineering Services (Phase I Design) to Burditt Consultants, LLC in an amount not to exceed \$487,000.

Note: Since the process to select a firm used a Request for Qualifications (RFQ) method, City staff only negotiated with one (1) firm. Cost estimates/proposals for other firms were not provided as part of the RFQ process.

**Options:**

1. Approve the Contract for Architectural/Engineering Services (Phase I Design) to Burditt Consultants, LLC in an amount not to exceed \$487,000.
2. Amend the proposed contract and then approve, which may require additional negotiations with the firm and consideration at a future City Council meeting. For example, the City Council may want to consider adding Phase II Design to this proposed contract.
3. Do not approve the proposed contract and provide staff direction.
4. Other.

**Attachment:**

1. Proposed Contract for Architectural/Engineering Services with Burditt Consultants, LLC

Park\_PhaseI\_Design\_2018\_Redacted.pdf (22,200 KB)