



McCoRD ENGINEERING, INC.

916 Southwest Parkway East, P.O. Box 10047
College Station, Texas 77842 (979) 764-8356
Fax (979) 764-9644

ENGINEERING SERVICES RETAINER CONTRACT

between

THE CITY OF COLLEGE STATION

and

McCoRD ENGINEERING, INC.

January, 2005

**BOOK NO. 3 of 3
ENGINEER'S COPY**

ENGINEERING SERVICE CONTRACT
RETAINER FOR CONSULTATION SERVICES

AGREEMENT made as of _____, 20 ____, between the **City of College Station** (hereinafter called the "OWNER") and **McCord Engineering, Inc.**, (hereinafter called the "ENGINEER").

WHEREAS, the OWNER owns and operates an electric transmission, substation and distribution system and desires to obtain engineering services to assist in planning and operating said system; and

WHEREAS, the ENGINEER represents that he has sufficient experienced personnel and equipment to perform, and the OWNER desires the ENGINEER to perform the engineering services herein described in respect of the System; and

WHEREAS, the OWNER owns and operates water and wastewater utility systems, drainage ways, and streets and roadways within its Municipal boundaries and desires to obtain right-of-way acquisition services to assist in obtaining utility easements, right-of-ways, etc. for such OWNER facilities; and

WHEREAS, the ENGINEER represents that he has sufficient experienced personnel and equipment to perform the desired right-of-way and easement acquisition services, and the OWNER desires the ENGINEER to perform these services herein described in respect to the stated OWNER facilities;

NOW, THEREFORE, in consideration of the mutual undertakings herein contained the OWNER and the ENGINEER agree as follows:

ARTICLE I
GENERAL

The ENGINEER shall render diligently and competently the engineering and right-of-way acquisition services herein described.

ARTICLE II
OPERATION AND MAINTENANCE CONSULTATION SERVICES

Section 1. SERVICE BY TELEPHONE OR CORRESPONDENCE. The ENGINEER shall advise the OWNER by telephone or correspondence at such times and with respect to such engineering problems as the OWNER may request, provided advice on such problems can reasonably be given on the basis of the ENGINEER'S knowledge of the System and copies of engineering studies and maps or other data furnished by the OWNER to the ENGINEER and retained in the office of the ENGINEER during the term of this Agreement as provided in Article V hereof.

Section 2. VISITS. The ENGINEER shall upon request of the OWNER and on a date to be agreed upon by the OWNER and the ENGINEER, visit the System to confer with management and maintenance personnel on matters pertaining to operation and maintenance of the System and perform such engineering and right-of-way acquisition services in respect of the System as can reasonably be performed during the visit.

Section 3. REPETITIVE SERVICES. The ENGINEER shall perform the following services at the times specified below and shall cooperate with the OWNER in scheduling any required visits to coincide, to the extent practicable, with other visits required by this Agreement:

- (a) The ENGINEER shall, upon request, provide all engineering services requested by the OWNER that are services offered by the ENGINEER in the normal course of his business.
- (b) The ENGINEER shall, upon request, provide all right-of-way and easement acquisition services requested by The OWNER for Utility System additions, drainage ways, and streets and roadways that are services offered by the ENGINEER in the normal course of his business.

ARTICLE III

INSPECTION AND CERTIFICATION OF WORK ORDER CONSTRUCTION

The ENGINEER shall from time to time, upon request of the OWNER, visit the System and perform such engineering services as shall be required to inspect construction. Such services shall include, but not be limited to the following:

- (a) Determination that construction conforms to the OWNER'S specifications and standards and to the requirements of the National Electrical Safety Code or State codes if they are more stringent.
- (b) A review of the construction staking sheets, to determine that these records represent the construction completed and inspected.
- (c) Preparation of a list of construction clean-up notes and staking sheet discrepancies to be furnished to the OWNER to permit correction of construction, staking sheets, other records, and work order inventories.
- (d) Re-inspection of construction corrected as a result of the ENGINEER'S report.
- (e) Certification of work order inventories in accordance with the OWNER'S requirements.

ARTICLE IV
SERVICES

During the term of this Agreement, the ENGINEER shall provide, upon request of the OWNER and agreement of the ENGINEER, engineering and right-of-way acquisition consultation services that are not furnished in the normal course of his business. In each such case, the services to be performed and compensation to be paid in these instances shall be mutually agreed upon by the parties to this Agreement and reduced to writing before any work is started, except in the case of an emergency. In case of an emergency, the details of engineering and right-of-way acquisition services to be performed and the compensation to be paid shall be mutually agreed upon and reduced to writing as soon as practical after the work is started.

ARTICLE V
BASIC DATA FURNISHED BY OWNER

The OWNER shall furnish to the ENGINEER and the ENGINEER shall retain in his office, during the term of this Agreement, copies of engineering studies, maps, right-of-way acquisition materials and other pertinent data in respect of the System. The ENGINEER shall deliver to the OWNER, if requested, a written itemized receipt for such material, and shall be responsible for its safe keeping and shall return it to the OWNER, upon request, in as good condition as when received, normal wear and tear expected.

ARTICLE VI
OWNER FURNISH LINEMAN

The OWNER shall furnish the services of a qualified lineman or linemen whenever such services are required to obtain any information or perform any tests that will require working on a pole or structure that supports an energized conductor.

ARTICLE VII
COMPENSATION

Section 1. The OWNER shall pay the ENGINEER for services performed hereunder as follows:

- a. In consideration of the ENGINEER maintaining personnel ready to perform engineering services, whether such services are requested or not, a monthly retainer fee in the amount of no dollars.
- b. For the services of engineering personnel, technicians, draftsmen, field party personnel, right-of-way agents etc. devoted to the obligations of the ENGINEER hereunder, the ENGINEER shall invoice the OWNER in accordance with his current Standard Cost-Plus Fee Schedule. A copy of the current (January 1, 2005) schedule is included herewith as Exhibit A. Any proposed revisions of said Standard Cost-Plus Fee Schedule during the term of this agreement will be submitted to the

OWNER. No changes to said Standard Cost-Plus Fee Schedule during the term or any renewal of this agreement shall be effective unless approved in writing by both parties.

- c. Except in the event of a duly authorized written change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract for each one year period may not exceed six hundred thousand and 00/100 Dollars (\$600,000.00). Accordingly, except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total compensation to ENGINEER under this agreement, excluding any renewal periods, shall not exceed one million eight hundred thousand and 00/100 Dollars (\$1,800,000.00).

Section 2. The ENGINEER shall maintain accurate records of all expenditures with respect to the services performed under this Agreement and in sufficient detail to serve as a basis for his preparation of statements of ENGINEER'S fee's and as a basis for the OWNER'S approval of such statements. The ENGINEER'S Statements shall list separately the cost for each project for which work was performed during the applicable billing period. The ENGINEER shall submit a Statement to the OWNER each month for all compensation due hereunder for the preceding month. Unless otherwise specified, the OWNER shall pay the ENGINEER within thirty (30) days after approval of such statements by the OWNER.

Section 3. The foregoing compensation shall include the use of the following instruments: All drafting instruments; surveyor's transit, chain or tape and ordinary surveying instruments, and ordinary office equipment. The use of additional equipment, which may be required, shall be compensated for at rates to be agreed upon by the OWNER and the ENGINEER.

ARTICLE VIII

INSURANCE AND INDEMNIFICATION

Section 1. INDEPENDENT ENGINEER. The parties agree that the ENGINEER shall be deemed to be an independent ENGINEER and not an agent or employee of the OWNER with respect to its acts or omissions hereunder. The parties agree that the services and activities performed under this Agreement are not and shall not be construed as a joint venture between the parties.

Section 2. INDEMNITY. The ENGINEER agrees to indemnify and hold harmless the OWNER, its officers, agents, representatives, and employees from liability, suits, claims, and causes of action on account of any damages, including court costs and all reasonable attorney fees, incurred by any person(s) or property proximately caused by the intentional or negligent acts or omissions of the ENGINEER or its officer, agents, or employees that results from the execution, operation, or performance of the activities and duties under the Agreement or damage to the OWNER, its officers, agents, representatives and employees, incurred from the reliance upon documentation supplied by ENGINEER for services requested under this

Agreement.

Section 3. INSURANCE. The ENGINEER shall procure and maintain at its sole cost and expense for the duration of this Agreement 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 ENGINEER, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on Exhibit B. All Certificates of Insurance and endorsements shall be furnished to the OWNER'S Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the OWNER *before* work commences.

ARTICLE IX
MISCELLANEOUS

Section 1. LICENSE. The ENGINEER shall comply with all applicable statutes pertaining to engineering.

The ENGINEER warrants that he possesses License No. 36899 issued to him by the State of Texas on the 5th day of August, 1974.

Section 2. TERM. This Agreement shall become effective as of the date of execution of this Agreement, and shall remain in effect for a period of three years therefrom. Thereafter, this Agreement may be renewed on an annual basis not to exceed two such renewals upon the written approval of both parties. This Agreement may be terminated at any time during the term hereof by either party giving thirty (30) days notice in writing to the other of its intention to terminate. Upon such termination, the OWNER shall pay the ENGINEER for such services as may have been performed prior to such termination.

Section 3. RETURN OF DATA. The ENGINEER shall immediately upon expiration or termination of the Agreement return to the OWNER all of the engineering studies, maps, right-of-way acquisition materials and other data furnished to the ENGINEER by the OWNER pursuant to this Agreement.

Section 4. QUALIFIED PERSONNEL. The obligation and duties to be performed by the ENGINEER under this Agreement shall be performed by persons qualified to perform such duties efficiently. The ENGINEER, if the OWNER shall so direct, shall replace any ENGINEER or other person employed by the ENGINEER in connection with the work. The ENGINEER shall file with the OWNER, statements, signed by the ENGINEER, of the qualifications, including specific experience, of each ENGINEER and inspector assigned to the System.

Section 5. COPIES OF AGREEMENT. This Agreement may be simultaneously executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

Section 6. ASSIGNMENT. The obligations of the ENGINEER under this Agreement shall not be assigned without the approval in writing of the OWNER.

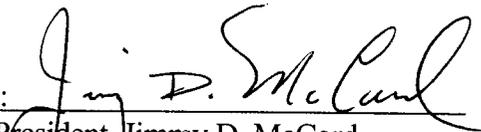
Section 7. WARRANTY. ENGINEER warrants the design preparation of drawings, his designation of materials and equipment, and the performance of other services pursuant to this Contract.

Section 8. CHANGE ORDERS. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the total annual or aggregate amounts set forth in ARTICLE VII, Section 1, paragraph c, of this Contract. **Any request by the ENGINEER for an increase in said amounts shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

McCord Engineering, Inc.
ENGINEER

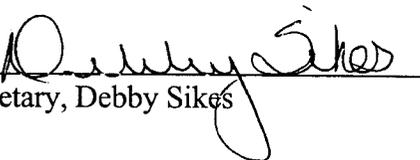
City of College Station
OWNER

By: 
President, Jimmy D. McCord

By _____
Mayor, Ron Silvia

ATTEST:

ATTEST:

By: 
Secretary, Debby Sikes

By _____
City Secretary, Connie Hooks

APPROVED:

By _____
City Attorney

By _____
City Manager, Tom Brymer

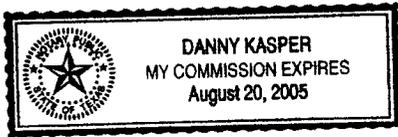
By _____
Finance and Strategic Planning Director,
Jeff Kersten

By: _____
City Attorney

By _____
Director of Public Utilities, John Woody

STATE OF TEXAS)
)
COUNTY OF BRAZOS) ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 30 day of December, 2004, by **Jimmy D. McCord** in his/her capacity as President of **McCord Engineering, Inc.**, a Texas corporation, on behalf of said corporation.



Notary Public in and for
the State of Texas

STATE OF TEXAS)
)
COUNTY OF BRAZOS) ACKNOWLEDGEMENT

This instrument was acknowledged before me on the _____ day of _____, 20____, by **Ron Silvia**, in his/her capacity as Mayor of the **City of College Station**, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas

“EXHIBIT A”

COST-PLUS FEE SCHEDULE

(Effective January 1, 2005)



McCord Engineering, Inc.

916 Southwest Parkway East, P.O. Box 10047
College Station, Texas 77842 (979) 764-8356
Fax (979) 764-9644

CONFIDENTIAL

TO: City of College Station

January 1, 2005

Electrical Engineering Consulting Services

- *1. Salaries and Wages of Engineers, Engineering Aides, Technicians, Typists, etc. at cost plus a maximum of 160% (Current rate is 140%).
- 2. Mileage @ a maximum of \$0.45 per mile (Current rate is \$0.35 per mile).
- 3. Out of pocket expenses (Meals, Motel, Phone, Printing, Computer Usage, etc.) - at cost.

*The rates for personnel in this category are subject to changes as required for the firm to maintain qualified personnel. The present hourly rates are quoted below and no major changes are currently anticipated.

Registered Professional Senior Engineers/Division Managers.....	\$60.00-\$105.00
Registered Professional Staff Engineers/Division Managers	\$35.00-\$60.00
Senior Engineering Assistants/Division Managers.....	\$20.00-\$45.00
Computer Programmers.....	\$15.00-\$30.00
Field Services Representatives	\$15.00-\$30.00
Special Services Superintendent.....	\$20.00-\$35.00
Administrative/Assistants/Division Manager.....	\$15.00-\$50.00
Clerical	\$10.00-\$20.00
CAD Technician/Designer/Draftsmen	\$10.00-\$25.00
Technicians/Engr. Assts. /Field Crew Personnel	\$ 8.00-\$20.00

Our services are billed on a monthly basis with payment due net 30 days.

EXHIBIT B

Insurance Requirements

1. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation
- (d) Professional Liability

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor 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 Agreement, attached hereto as Exhibit "C", and approved by the City *before* work commences.**

3. The Contractor shall include all subcontractors as additional insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.

- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverage's according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insured's" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

5. **Commercial (General) Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current 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) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

6. **Business Automobile Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current 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, leased or rented autos, non-owned autos, any autos and hired autos.

7. **Workers' Compensation Insurance** requirements:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *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 Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors 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 worker's compensation 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 Agreement, the bid specifications, this Agreement, 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:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-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.

B. 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.

C. The Contractor must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.

D. 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.

E. 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.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. 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.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, 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.

I. 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.

J. 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.

K. 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.

8. Professional Liability requirements:

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$25,000.00.
- (c) Coverage must be maintained for two (2) years after the expiration of the term or termination of this Contract.

EXHIBIT C

Insurance Certification

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR DH
MCCOR-1

DATE (MM/DD/YYYY)
11/30/04

PRODUCER
Anco Insurance B/CS
P. O. Box 3889
Bryan TX 77805
Phone: 979-776-2626 Fax: 979-776-1308

INSURED
McCord Engineering Inc.
Jimmy McCord
P.O. Box 10047
College Station TX 77842

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: America First	
INSURER B: Zenith Insurance	
INSURER C: CNA Insurance	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBP9801898	01/02/04	01/02/05	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA9809896	01/02/04	01/02/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CU9803498	01/02/04	01/02/05	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	D044344207	05/01/04	05/01/05	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab	AEN0043129-10	06/25/04	06/25/05	\$1,000,000
A	Electronic Equip.	CBP9801898	01/02/04	01/02/05	\$235,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is shown as additional insured on the auto and general liability policies. Waiver of subrogation is shown in favor of the certificate holder on the workers compensation policy.
 Professional Liability - \$1,000,000 per occurrence \$2,000,000 Aggregate

CERTIFICATE HOLDER	CANCELLATION
CITY034 City of College Station Purchasing Dept. P. O. Box 9960 College Station TX 77842-9960	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 