

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and **Bottino Grund Architects, LLP**, a Texas Limited Liability Partnership (the "Consultant"), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I

1.01 This Contract is for **City Center Site Plan Study** (the "Project"). The scope and details of the work to be provided to the City by Consultant are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Consultant agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Consultant agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Consultant a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Consultant. The invoices shall be submitted to the City following the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

1.03 The total amount of payment, including **standard Consultant expenses in executing the project**, by the City to Consultant for all services to be performed under this Contract may not, under any circumstances, exceed **Twenty Eight Thousand and no/100 (\$28,000.00)**. Any **out-of-the-ordinary expenses** by the Consultant in the interest of the project that are requested by the City and agreed to by the City in advance will be billed as **reimbursable expenses**.

1.04 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City's Project Manager. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 1.03 of this Contract to more than **Fifty Thousand Dollars (\$50,000.00)**. Changes in the scope which would require an expenditure by the City of more than **Fifty Thousand Dollars (\$50,000.00)** shall be approved in advance by the City Council. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph 1.03 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.

1.05 Except as provided in Article VI hereinbelow, the **Consultant** shall complete all of the work described in Exhibit "A" by the dates set forth below.

November 30, 2004.

1.06 **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 in order to complete the work by the times specified.

1.07 **Consultant** promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. **Consultant** agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of **Consultant** under this Contract may be authorized by the Project Manager in various phases as set forth in Exhibit "A."

1.08 In all activities or services performed hereunder, the **Consultant** is an independent contractor and not an agent or employee of the City. The **Consultant**, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the **Consultant** shall supply all materials, equipment and labor required for the execution of the work on the Project. The **Consultant** shall have ultimate control over the execution of the work under this Contract. The **Consultant** shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and **subconsultants**, and the City shall have no control of or supervision over the employees of the **Consultant** or any of the **Consultant's** **subconsultants** except to the limited extent provided for in this Contract. **Consultant** shall be liable for any misrepresentations. Any negotiations by the **Consultant** on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE II

2.01 The City shall direct **Consultant** to commence work on the Project by sending **Consultant** a "letter of authorization" to begin work on the Project.

2.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, **Consultant** shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection, briefing the City's

management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.03 **Consultant** shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, **Consultant** shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

ARTICLE III

3.01 As an experienced and qualified professional, **Consultant** warrants that the information provided by **Consultant** reflects high professional and industry standards, procedures, and performances. **Consultant** warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. **Consultant** warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of **Consultant's** work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of **Consultant**, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill **Consultant's** responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's work products prepared by **Consultant**, its employees, associates, agents, or subconsultants.

3.02 **Consultant** shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

3.03 **Consultant** shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. **Consultant** shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable work product.

3.04 **Consultant's** work product shall be the exclusive property of the City. Upon completion or termination of this Contract, **Consultant** shall promptly deliver to the City all records, notes, data, memorandum, 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. With the approval of the City, the **Consultant** will be entitled to keep an electronic copy or image of the work produced under this Contract and to use information on the project that is in the public realm in producing **Consultant's** marketing materials.

ARTICLE IV

4.01 Indemnification. Consultant agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of, or in connection with the work done by Consultant under this Contract. In the event of personal injury to or death of Consultant's employees, such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City. Such indemnity shall not apply, however, to liability arising from the personal injury, death, or property damage of persons other than the Consultant or its employees where such liability is caused by or results from the negligence of the City.

4.02 Consultant assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either of the parties hereto or other third parties) and any loss of or damage to property (whether property of either of the parties, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Consultant's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and regardless of whether such loss, damage, injury, or death was caused in whole or in part by the negligence of the City.

ARTICLE V

5.01 The Consultant 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

5.02 For each of these policies, the Consultant'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 Consultant'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 **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 Agreement, attached hereto as Exhibit "D", and approved by the City before work commences.**

5.03 The **Consultant** shall include all **subconsultants** as additional insureds under its policies or shall furnish separate certificates and endorsements for each **subconsultant**. All coverages for **subconsultants** shall be subject to all of the requirements stated herein.

5.04 **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 coverages 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 Insureds" 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.

5.05 **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.

5.06 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.

5.07 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 Consultant, the Consultant, *all* employees of any and all subconsultants, 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 subconsultant's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultant *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subconsultant. 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 Consultant'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 Consultant has undertaken to perform on the project, regardless of whether that person contracted directly with the Consultant and regardless of whether that person has employees. This includes, without limitation, independent consultants, subconsultants, 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 Consultant 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 Consultant providing services on the project, for the duration of the project.

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

D. If the coverage period shown on the Consultant's current certificate of coverage ends during the duration of the project, the Consultant 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 Consultant 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 Consultant, 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 Consultant shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Consultant shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant, 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 Consultant

(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 Consultant is representing to the governmental entity that all employees of the Consultant 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 Consultant to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Consultant's failure to comply with any of these provisions is a breach of contract by the Consultant that entitles the governmental entity to declare the contract void if the Consultant does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

5.08 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 \$1,000,000 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.

ARTICLE VI

6.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Consultant for the services performed and expenses incurred prior to the date of termination.

6.02 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 or because of any breach of contract 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 VII

7.01 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.

7.02 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:
City of College Station
Attn. Tom Brymer
P.O. Box 9960
College Station, Texas 77842

Consultant:
Bottino Grund Architects, LLP
Attn: Nestor Bottino, AIA
1412 West 6th Street
Austin, TX 78703
(512)322-0055

7.03. **Consultant**, its employees, associates or **subconsultants** shall perform all the work hereunder. **Consultant** agrees that all of its associates, employees, or **subconsultants** who work on this Project shall be fully qualified and competent to do the work described hereunder. **Consultant** shall undertake the work and complete it in a timely manner.

7.04 The **Consultant** shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The **Consultant** may not knowingly obtain the labor or services of an unauthorized alien. The **Consultant**, not the City, must verify eligibility for employment as required by IRCA.

7.05 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.

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

7.07 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

7.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

BOTTINO GRUND ARCHITECTS, LLP

CITY OF COLLEGE STATION

By: ~~_____~~
Printed Name: NESTER BOTTINO
Title: MANAGING PARTNER
Date: 23 SEP 2004

By: Thomas E. Bryner
Thomas E. Bryner, City Manager
Date: 9/30/04

APPROVED:

Carlo A. Robinson
City Attorney

9/29/04
Date

Jeff Kersten
Jeff Kersten,
Finance & Strategic Planning Director

9-28-04
Date

Exhibit "A"
Scope of Service

10 September 2004

**College Station City Center
College Station, Texas**

Scope of Services- City Center Site Plan Study

The City Center Site Plan Study will use the following methodology:

- A. Meet with City Center Committee to Confirm Goals of Study**
1. Confirm scope and schedule for City Center Site Plan Study
 2. Confirm budget goals for City Center development.
 3. Confirm schedule and potential phasing for City Center development.
- B. Assess the Site and Review Previous Proposals for City Center**
1. Confirm existing documentation of site including verification of primary dimensions as well as size and location of main site components (parking areas, curb cuts, large trees, light posts, and utility posts.
 2. Evaluate visible site conditions.
- Note: Additional surveys of the site are not envisioned at this time or included in this Scope of Services. It is the **Consultant's** understanding that the Owner has existing documentation of the site's general characteristics. If additional survey information is required we will make a request for this information to the City of College Station.
- C. Verify Program Components**
1. Review existing program documents.
 2. Meet with City Manager to determine any major revisions to program documents.
 3. Verify size and potential number of stories for program components.
- Note: A full programming effort with extensive user interviews, detailed space evaluation and furniture and equipment documentation is not envisioned as part of this phase of work. If a full programming process and document are desired, Bottino Grund Architects can provide a separate proposal to perform this additional work.

D. Develop a Conceptual Site Plan

- 1. Generate three conceptual site plan approaches including building placement, parking placement, water features, and landscaped areas.**
- 2. Examine options for water features including a lake.**
- 3. Examine ways of connecting the City Center by pedestrian pathways and roadways to Central Park and other near-by public buildings.**
- 4. Review conceptual site approaches with the City Center Committee to select one approach for further development.**
- 5. Refine selected conceptual site plan to better define general building shape, parking arrangement, and landscape features.**
- 6. Review developed site plan with the City Center Committee.**

E. Develop Recommendations for Architectural Character

- 1. Prepare recommendations for building massing, number of stories, and general building shape.**
- 2. Prepare recommendations for materials and general construction type for buildings.**
- 3. Prepare recommendations for materials for landscaped areas.**
- 4. Prepare recommendations for materials for street lighting.**
- 5. Identify locations for works of public art and fountains/water features.**
- 6. Provide input to the City and the City's civil engineering consultant on the design and character of the Dartmouth Street bridge.**

F. Prepare Project Budget and Cost Model

- 1. Prepare an overall project budget outline including potential costs for site development, building construction, contingencies, professional fees, and other major Owner costs. Potential costs will be based on current expectations for similar projects.**
- 2. Prepare a cost model for the selected conceptual site plan based on current expectations for similar projects.**

Note: A professional detailed cost estimate is not included as part of this scope. If a detailed cost estimate prepared by a cost estimating consultant is desired, the Consultant can recommend subconsultants, assist the City in selecting the subconsultant, and work with the subconsultant in preparing a detailed cost estimate as Additional Services to this Scope of Services.

G. Prepare a Project Schedule

- 1. Prepare an overall project schedule for design and documentation phases, site development, building construction, building commissioning, etc. Schedules will be based on current expectations for similar projects.**
- 2. Identify major milestone dates for project implementation.**

3. Identify potential phasing of the project.

Note: A professional detailed project schedule is not included as part of this scope. If a detailed schedule prepared by a scheduling consultant is desired, the **Consultant** can recommend consultants, assist the City in selecting the **subconsultant**, and work with the **subconsultant** in preparing a detailed schedule as Additional Services to this Scope of Services.

H. Be Available to Make a Presentation to the City Council

1. Work with City Manger and City Center Committee to determine content of a presentation to City Council.
2. Be available to present City Center site plan to City Council including anticipated cost and schedule information.

The following tasks are not included in the proposed Scope of Services but can be provided as Additional Services to the services provided by the **Consultant**:

1. Full programming services.
2. Detailed cost estimating services
3. Detailed schedule services.
4. Professional model.
5. Professional rendering.
6. Schematic design of buildings as identified in standard AIA contracts.
7. Schematic design of roads or landscaping.
8. Meetings with or presentations to, civic groups other than the City Center Committee and the City Council.

Exhibit "B"

Payment Terms

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City monthly based on the percentage of completion of the Consultant's services as determined by the City and upon completion of the services and written acceptance by the City.

Exhibit "C"

Certificate(s) of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/04

PRODUCER USI Insurance Services of TX 1946 South IH-35, Suite 301 Austin, TX 78704 512 443-0878	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 #
INSURED Bottino Grund Architects, LLP 1412 W. 6th Street Austin, TX 78703	INSURER A: Hartford Lloyds Insurance Company	99999 A+ XV
	INSURER B: Hartford Underwriters Insurance Comp	A+ XV
	INSURER C: XL Specialty Insurance Company	A+ XV
	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 ADP 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	81SBABU4474	01/05/04	01/05/05	EACH OCCURRENCE \$1,000,000
	GEN L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (EA Occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	81SBABU4474	01/05/04	01/05/05	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 \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	81WECG18978	01/05/04	01/05/05	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	DPS9400105	01/18/04	01/18/05	\$1,000,000. each claim \$1,000,000. aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Except in the event of nonpayment of premium
 Sole Proprietors, Partners, Officers Excluded on workers compensation coverage
 Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The (See Attached Descriptions)

Flak 9/23/04

CERTIFICATE HOLDER

CANCELLATION

City of College Station Attn: Tom Brymer P O. Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 ⁺ 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 <i>John E. Zimmerman</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Limit will be reduced by payment of indemnity and expense. City of College Station, its officials, employees, and volunteers are to be included as an additional insured, as pertains to the General Lib. and Auto Liability. Waiver of Subrogation, as per written contract, is provided as pertains to the General Lib, Auto Lib and Workers Compensation and these coverages are considered primary and non contributory.