

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and **Schrickel, Rollins and Associates, Inc.**, a Texas Corporation (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 Northgate Pedestrian Improvements (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 15th day and 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 reimbursements, by the City to Consultant for all services to be performed under this Contract may not, under any circumstances, exceed Two hundred seventeen thousand seven hundred fifteen dollars (\$217,715.00).

1.04 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 2 of this Contract by more than **five percent (5%)**. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **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.

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.

December 20, 2005

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 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.

1.08 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."**

1.09 In all activities or services performed hereunder, the Consultant is an independent consultant and not an agent or employee of the City. The Consultant, as an independent consultant, 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 consultant 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.

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' 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

Insurance

5.00 The Consultant 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 Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth on **Exhibit "C"**.

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: Troy Rother
P.O. Box 9960
College Station, Texas 77842

Consultant:
Schrickel, Rollins and Associates, Inc.
Attn: Victor W. Baxter
1161 Corporate Drive West, Ste. 200
Arlington, TX 76006

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.

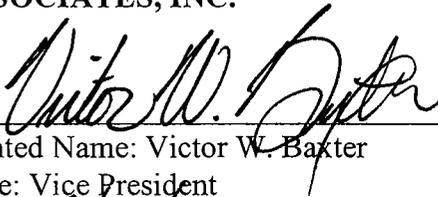
7.08 This Contract represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

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.

SCHRICKEL, ROLLINS AND ASSOCIATES, INC.

CITY OF COLLEGE STATION

By: 
Printed Name: Victor W. Baxter
Title: Vice President
Date: 3/31/05

By: _____
Ron Silvia, Mayor
Date: _____

ATTEST:

Connie Hooks, City Secretary

Date

APPROVED:

Thomas E. Brymer, City Manager

Date

Carla A. Robinson

Carla A. Robinson

City Attorney

Date

Jeff Kersten,
Finance & Strategic Planning Director

Date

Exhibit "A"
Scope of Services

Exhibit A
Scope of Services
College Station - Northgate Pedestrian Improvements

1. Scope of Project

The project is the master planning of improvements to the University Drive corridor within the State-owned right of way, City-owned property, University owned property, and property directly adjacent to the University Drive roadway bounded by the South College Avenue on the east and Wellborn Road on the west. Primary design elements are sidewalks, medians, ramps, crosswalks, landscape plantings, irrigation systems, gateway elements, benches and other site amenities. Use of medians for traffic calming and pedestrian refuge and other alternatives for linking Northgate with the University will be explored.

2. Purpose of the Project

The primary purpose of the project is to facilitate the safety of pedestrians crossing University Drive while minimizing the negative impacts to efficient vehicle mobility. Secondly, the project should reinforce University Drive and the Northgate area as a major corridor by developing a “pedestrian friendly” area that will be an area of activity and development. The project will create a strong visual identity linking the Northgate district with Texas A&M University on the south. The project must comply with the requirements set forth by the City of College Station, the Texas Department of Transportation and Texas A&M University.

3. Topographic Survey/Base Sheet Preparation

Topographic and existing utility information will be collected along the corridor extending 10 feet outside of the University Drive right of way line. A Right of Way Determination will not be performed to establish the general location of the Right of Way Boundaries in the project area at this time. If the City should decide to add Right of Way Determination to the Scope, those services will be performed as Additional Services.

4. Review Existing Plans and Proposed Roadways

Collect and review all existing plans and studies relevant to the project area to define preliminary issues, to identify conflicting findings, and to identify supplemental data requirements. This effort will include a review of the existing corridor plan and related ordinances to ensure their compatibility with the City’s goal of a vibrant, walkable corridor. Findings will be documented in a “bullet-point” report format and will include recommendations for future ordinance revisions and/or strategies, such as an overlay district, if appropriate. Additionally, the Landscape Architect will evaluate any impacts that the Church Street tie-in to University Drive at the signalized intersection of University Drive and Spence Street may have.

5. Data Gathering/Field Observation

The Landscape Architect will perform a detailed site inventory, walkability audit and photo documentation of existing conditions, including existing infrastructure, existing development adjacent to the site, traffic patterns, land use issues, overall walkability and conflict points, circulation issues, major design elements, district image and sense of arrival.

6. Analysis

In light of findings established in Tasks 4 and 5, the Landscape Architect will prepare a framework analysis that documents the corridor’s most significant opportunities and constraints and key urban design issues related to future pedestrian improvements. The analysis will take the form of an overall illustrative diagram of the corridor, as well as corridor cross sections with key elements, illustrating potential land configurations and the possible introduction of landscape refuge medians and/or on-street parking. The findings will be reviewed with the client and refinements made as necessary.

7. Traffic Study

The Landscape Architect through his consultant will provide a Traffic Circulation Analysis (TCA) to determine how the proposed improvements will relate to existing traffic on internal and adjacent roadways. The TCA will assess the impact of proposed traffic calming features, crosswalks, and possible design speed changes.

8. Meetings

- A. The Landscape Architect will prepare for and attend up to six (6) meetings with the merchants, property owners, university staff, student groups, TxDOT, and general public for the purpose of reporting on progress and gathering input. Two (2) of these meetings will be structured to gather public input. Some meetings may be combined.
- B. In addition to the above, the Landscape Architect will attend three (3) meetings with staff, including kick-off meeting. (Other staff/Landscape Architect meetings may occur before or after board and commission meetings at no additional charge.)
- C. The Landscape Architect will present the Master Plan to the City Council in a workshop meeting.
- D. Additional meetings may be scheduled with additional compensation by the City to the Landscape Architect, as mutually agreed to in writing in advance of any such meeting(s).
- E. The City will be responsible for advertising all meetings, if needed.

9. Master Plan

The Landscape Architect will provide landscape/site development plans of University Drive from South College Avenue to Wellborn Road, with emphasis on the utilitarian needs of pedestrians and visual enhancement of the corridor by developing pedestrian parkways, possibly landscaped refuge medians or other methods to connect the Northgate District with Texas A&M on the south.

Corridor improvements will include (but are not limited to) the following:

- Pedestrian Crosswalks
- Alternative Pedestrian Crossings methods and locations
- Pedestrian friendly access to major facilities
- Trees
- Tree grates
- Irrigation system
- Special paving
- Pedestrian scaled light poles
- Signage
- Barriers
- Consideration of deletion of selected parking spaces to create pedestrian niches in landscaped islands
- Consideration of landscaped refuge medians where appropriate
- Addition of site furnishings including benches and waste receptacles at selected areas
- Improvements to existing crosswalks and ramps
- Sidewalk and/or paving additions for continuous access for total length of project on both sides of University Drive
- Accessible curb ramps where necessary at all intersections
- Possible utility adjustments
- Gateway entry features

Tasks

The Landscape Architect will prepare the Master Plan for the entire area of University Drive from South College Avenue to Wellborn Road.

The Landscape Architect will hold monthly meetings with the City's representative and other designated representatives throughout the Master Plan development to communicate progress and discuss pertinent issues. The Master Plan will be revised at the direction of the City's representative. A rough cost estimate will be prepared at the completion of the Master Plan.

The Master plan will consist of an overall plan view of the district, sketches, sections and vignettes to illustrate the overall design concept, and text explaining the process, program and the conclusions of the effort. An Opinion of Probable Cost will be included along with prioritized recommendations for development and phasing. These recommendations, which should be developed or at least reviewed by a transportation engineer/planner, should only be considered if they are agreeable to or approved by the Texas Department of Transportation.

The Master Plan will be a camera-ready graphic.

The Landscape Architect will submit documents and estimates of construction cost to the City's representative at intervals of 25%, 50%, 75%, and 100% of completion for review. The City's representative will respond with written comments advising any changes to be made. Specifications will be written to reference TxDOT standard specifications.

10. Deliverables

1. Master Plan. Twenty (20) final and bound copies along with an electronic file (PDF) will be submitted. The contents of the Master Plan will generally be as follows:
 - a. Introduction. Purpose, plan highlights, goals and objectives.
 - b. Planning Process. Inventory, stakeholders meetings, meeting notes.
 - c. Project Description.
 - d. Design Concepts.
 - e. Conceptual Cross Sections of University Drive.
 - f. Project Site. An aerial photo designating the project limits.
 - g. Master Plan. An illustrative master plan of the project site.
 - h. Planting Design. An overall plan showing general planting concepts.
 - i. Sketches. Concept sketches of significant locations in the project area.
 - j. Design Vocabulary. Sketches and descriptions of the typical built elements of the plan broken down into defined parts; benches, planters, signage, etc.
 - k. Circulation, Transit and Parking. A plan showing pedestrian, bicycle, vehicular, and transit circulation and parking areas.
 - l. Staging and Costs. An Opinion of Probable Cost broken down into ranked stages to minimize economic impacts to the users, to maximize the impact of available funds, and to designate projects to be implemented in the future.
2. Brochure. A small folded "executive summary" of the Master Plan to be used for public communications. Approximately 250 copies along with an electronic file (PDF) to be used by the City of College Station to make additional prints will be submitted.
3. Posters. A poster (30"x42") showing the plan and key design elements to be used for public communications. Three (3) copies along with an electronic file (PDF) to be used by the City of College Station to make additional prints will be submitted.

11. Exclusions

- A. The intent of this Scope of Services, Exhibit A is to include only the services specifically listed herein for this Project. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:
1. Boundary / Right of Way Surveying or Strip Maps
 2. Right of Way Monuments
 3. Geotechnical Testing and Subsurface Investigations.
 4. Field surveying or production of related maps for purposes of determining utility locations, or construction control and layout.
 5. Construction Documents.
 6. Environmental impact statements or assessments.
 7. Flood studies or floodplain reclamation plans.
 8. Construction Phase services.
 9. Designs for trench safety.
 10. Storm Water Pollution Prevention Plan.
 11. Archaeological survey.
- B. If changes in the scope of services are required to include excluded services or other tasks, said services shall be provided on a basis which is mutually agreed upon by the City of College Station and the Landscape Architect. No additional services shall be performed without prior approval of the City of College Station.

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 pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

Base Sheet Preparation/Surveying	\$ 98,955
Master Planning Services	<u>118,760</u>
	\$ 217,715

Exhibit "C"

Insurance Requirements and
Certificate(s) of Insurance

Insurance Requirements

1. 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

2. 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.**

3. 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.

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 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. 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 Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- (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 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 subconsultants *must* use that portion of the form whereby the hiring consultant 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 consultant 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 ("subconsultants" 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.

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 \$10,000.00.
- (c) Coverage must have an **Extended Reporting Period Endorsement** to be maintained for two (2) years after the expiration of the term or termination of this Contract.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE
03/29/2005

PRODUCER
McLaughlin Brunson Insurance Agency
9535 Forest Lane
Suite 118
Dallas TX 75243

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

INSURED
Schrickel, Rollins & Associates, Inc.
1161 Corporate Drive West, #200
Arlington TX 76006

INSURER A: United States Fidelity and Guaranty Company
INSURER B: XL Specialty Insurance Company (A+ XV)
INSURER C: St. Paul Guardian Insurance Company
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 LTR	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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BK01366668	05/05/2005	05/05/2006	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 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 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	BA01366658	05/05/2005	05/05/2006	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 EA ACC AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	BK01366668	05/05/2005	05/05/2006	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WVA2436265	05/05/2005	05/05/2006	<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
B	OTHER Professional Liability	DPR9408125	12/12/2004	12/12/2005	\$1,000,000 Per Claim/ \$2,000,000 Aggregate \$10,000. Deductible

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

RE: Northgate Pedestrian Improvements - Claims made profli liab coverage is the total aggregate limit for all claims presented within the policy period & is subj to a ded. The City of College Station, its officials, employees & volunteers are named as Add'l Insds with Waiver of Subrog. as required by written contract on the General, Auto & Umbrella Liability coverages. A Waiver of Subrog. is shown in favor City of College Station on the workers compensation.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER: _____

CANCELLATION

City of College Station - Department of Public Works
Attn: Troy Rother
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

Joe A. Buehler