

**REQUEST FOR PROPOSAL**

**TRANSPORTATION POLICY  
and  
LEGISLATIVE  
CONSULTING SERVICES**



**CITY OF COLLEGE STATION**

**RFP #05-  
DUE DATE:           , 2005  
@   P.M. C.S.T.**

**CITY OF COLLEGE STATION, TEXAS  
1101 Texas Ave.  
College Station, TX 77842  
(979) 764-3555  
[www.cstx.gov](http://www.cstx.gov)**

Introduction

Definitions, Terms and Conditions

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Program(s) Brazos Valley Transportation Summit

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Standard Form of Agreement Contract

Exhibit B

The City of College Station is soliciting Proposal(s) (RFP's) from firms who are interested and qualified to provide Transportation Policy and Legislative Consulting Services.

It is the intent of the City of College Station to select a single consultant to accomplish all the services outlined in this Request for Proposal.

You may upload one (1) electronic proposal in the format prescribed herein on our website at [www.cstx.gov](http://www.cstx.gov). However, if you choose to respond in writing, one (1) original, ten (10) copies and one (1) electronic version (CDRom) of the proposal should be returned in a sealed envelope bearing the name and address of the respondent. Response packages will be accepted until 2:00 p.m. CST on Monday, August 29, 2005 and should be addressed to:

Purchasing Manager  
Purchasing Department  
City of College Station  
1101 Texas Avenue  
P.O. Box 9960  
College Station, Texas 77842

#### **Schedule of Important Dates**

The tentative schedule for this Request for Proposal is as follows:

Release RFP to Vendors  
Advertisement Dates  
Deadline for Questions and Inquiries  
Proposal Submission Deadline  
Contract Evaluations/Negotiations  
Earliest Award by City  
Earliest Date for Installation and Training

#### **Definitions**

In order to simplify the language throughout this request for qualification, the following definitions shall apply:

***CITY OF COLLEGE STATION*** – Same as City.

***CITY COUNCIL*** – The elected officials of the City of College Station, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

**CONTRACT** – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity and/or service specified.

**CITY** – The government of the City of College Station, Texas.

**FIRM** – The successful Offeror of this request.

**RFP** – Request for Proposal

### **Receipt of Proposals**

The submitted Proposal (s) must be received by the Purchasing Services Division prior to the time and date specified. The mere fact that the Proposal was dispatched will not be considered; the firm must insure that the Proposal is actually delivered.

### **Questions and Inquiries**

Questions and inquiries about this Request for Proposal should be directed to: Cheryl K. Turney, Purchasing Manager at (979)764-3557. Questions should be submitted in writing at least three days prior to the specified due date of the RFP.

### **Reservations**

The City reserves the right to accept or reject any or all Proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the City. All Proposals become the property of the City of College Station.

### **Reimbursements**

There is no express or implied obligation for The City of College Station to reimburse responding firms for any expenses incurred in preparing Proposals in response to this Request for Proposal and City of College Station will not reimburse responding firms for these expenses, nor will City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **Certification**

Proposals must be completed and submitted as required in this document. Certification form must be fully completed.

### **Standard Contracts**

Should this Request for Proposal include any of the City's Standard Contracts, a statement of willingness to utilize the City of College Station Standard Agreement for Consulting Services (attached) must be provided. The Firm should review the attached Standard Form of Agreement thoroughly. Firms who are not willing to sign the agreement without modification need not submit.

### **Communication**

The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

### **Management**

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

### **Payment Terms**

Invoices must be submitted by the vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery of services and billing.

### **Negotiations**

Negotiations may be conducted with responsible offeror(s) who submit Proposals that are reasonably susceptible of being selected. All firm(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee. Following any presentation and/or interviews, firms will be ranked in order of preference and contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc.

### **Disclosure**

At the public opening, there will be no disclosure of contents to competing firms, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

### **Award of the Contract**

Award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in this request for qualifications.

### **Interlocal Agreement**

Successful offeror agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City of College Station.

## **BACKGROUND/GENERAL INFORMATION**

### **Location**

The City of College Station is proud to be home of Texas A&M University, the 3<sup>rd</sup> largest university in the nation. The City was incorporated in 1938, has a land area of 47.2 square miles, and is located in Brazos County in East Central Texas, approximately 140 miles north of the Gulf

of Mexico, approximately 90 miles northwest of Houston, approximately 165 miles south of Dallas and approximately 100 miles east of Austin, in an area referred to as the Brazos Valley.

**Structure**

The City of College Station is a home rule municipality and utilizes a Council-Manager form of government organized under the Constitution and laws of the State of Texas. The City Council is composed of a mayor and six council members elected at large, by place. All correspondence and communication related to this contract will be coordinated through the City Manager’s office.

**Census**

At the 1990 Census, the population of College Station was 52,456. The 2000 Census reported the population to be 67,890. The current estimated population through June 2005 is 80,993. This is a 19% increase in population since 2000, and a 54% increase since 1990. The population is projected to grow by 2% per year over the next five years to an estimated population of 89,400.

**Transportation Bond Authorization Initiative(s)**

In 2003, the Citizens of College Station approved two bond propositions totaling \$20,980,000 for Streets and Transportation Projects including Traffic Signals and Safety System Improvements. Following is the projected schedule for sale of related bonds:

	<u>FY04</u>	<u>FY05</u>	<u>FY06</u>	<u>FY07</u>	<u>FY08</u>	<u>FY09</u>
Streets/Transportation Projects	1.05	2.997	2.34	1.84	5.792	3.961
Traffic Signals/Safety System Improvements	0.55	0.553	0.555	0.545	0.553	0.244
	(numbers shown are in millions of dollars)					

**Miscellaneous Information**

City Charter, Council minutes, Budget information and a wealth of miscellaneous information about the City of College Station can be found on line at [www.cstx.gov](http://www.cstx.gov)

**SPECIAL PROVISIONS**

**Questions and Inquiries**

In order to ensure a fair and objective evaluation, all questions and inquiries related to this Request for Proposal shall be addressed in writing to the individual identified below. Questions and inquiries must be submitted in writing (US Mail, Fax or Email) to the individual identified below prior to 5:00 p.m. CST on \_\_\_\_\_ day of \_\_\_\_\_, 2005. Contact with any other City employee or official regarding this RFP is prohibited without prior written consent from the Purchasing Manager. Offerors contacting any other employee(s) or official(s) without prior written consent risk elimination of their proposal from further consideration. All valid questions (with answers) will be furnished to prospective offerors through an addendum issued by the individual listed below.

All technical questions including the application process shall be sent to:

Cheryl K. Turney, C.P.M.  
Purchasing Manager  
City of College Station  
1101 Texas Avenue  
PO Box 9960  
College Station, TX 77840  
[cturney@cstx.gov](mailto:cturney@cstx.gov)  
(979)764-3899 fax

**Financial Condition**

Contractor must provide audited financial statements, if requested, to the City.

**Contract Terms and Conditions**

It is understood that any resulting contract executed will contain the following Indemnification and Release language:

**Indemnification**

**It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, 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 or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. 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, any other party indemnified hereunder, the Contractor, or any third party.**

**Release**

**The Contractor 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 and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor'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 injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.**

**SCOPE OF WORK**

**Purpose**

The City of College Station invites all interested, qualified firms to submit a proposal to provide professional services for representing the City of College Station in matters related to transportation projects, policy, legislation, and other priority projects as identified by Council.

**Scope of Work**

For the past four years, the City of College Station has been actively involved in activities to

support the pressing need for transportation infrastructure improvements in College Station. This has included active involvement at the regional, state, and federal levels. The scope of work shall include, but is not limited to, the following:

**A. Identify and Secure Potential Funding Sources for Priority Transportation Projects**

- The City will identify three priority transportation projects to pursue for funding. The City may substitute other transportation projects for its high priority project list based on new priorities and mutual consent, as determined by the City Council and agreed upon by the Firm.
- The Firm will identify all potential funding sources (i.e., grants and earmarks from local, regional, state, federal, and private sources) for each of the priority transportation projects.
- The Firm will facilitate and assist the City in securing funds to implement these priority projects. These tasks may include, but are not limited to, setting up and attending meetings, and communicating through verbal and written means (e.g., grant writing and earmark applications).
- Provide Monthly reports and quarterly briefings to staff and City Council.

**B. State and Federal Transportation Policy Development and Implementation**

- Monitor the following state organizations for possible opportunities and impacts to key College Station projects:
  - Texas Governor's Office
  - Texas Legislature and appropriate committees
  - Texas Turnpike Authority
  - Texas Transportation Commission
  - Texas Department of Transportation-Headquarters Division (Austin)
  - TEX-21 Coalition
- Monitor the following federal organizations for possible opportunities and impacts to key College Station projects:
  - U.S. Congress and appropriate committees
  - U.S. Department of Transportation
  - Federal Highway Administration
  - Federal Transit Administration
  - Federal Railroad Administration
  - Transportation Safety Administration
  - Federal Aviation Administration
- As required and authorized, set up and attend meetings with key policy makers and staff members (agencies and elected officials) in Austin, Texas and Washington, DC to assist in meeting the City's transportation related goals and objectives, as well as other legislative issues as directed by City Council. These meetings would be attended

by selected City staff members and City Council members. To minimize travel costs and schedule impacts, these meetings must be scheduled to maximize the value of the time invested.

- Follow-up with congressional and agency staff members to implement policy program.
- Meet with City staff and the Council Transportation Committee as directed to update progress and direction.
- Provide monthly reports and quarterly briefings to the City staff and City Council.

### **C. Regional Transportation Summit**

- Facilitate a two-day regional transportation summit for the purpose of bringing together municipalities, counties, private/public entities, institutions of higher education, regional, state and federal officials and individuals within the State and region to discuss and address the existing and future multi-modal transportation needs of the Brazos Valley.
- Specific responsibilities include, setting the agenda for the summit, securing speakers, obtaining financial commitments from third parties to facilitate the summit's success, coordinating between the speakers and City staff as needed, encouraging attendance, attending the summit, and after conclusion of the summit, meeting with City staff to assess summit successes and opportunities presented.
- The Firm will work in conjunction with the City and other organizations, as directed, in an effort to highlight regional issues by facilitating a student paper competition.
- It is intended that the regional transportation summit will at a minimum break-even net of all expenses.
- Provide monthly reports and quarterly briefings to City staff and City Council.

### **D. Additional Services**

- The Firm will provide any other services to address other projects and priorities identified by Council. However, these must be mutually agreed upon by the City and the Firm in writing, subject to the limitations set out in the Scope of Services herein.

### **E. Alternate Approach**

- Consultants may propose an alternate overall approach to the City's activities in transportation policy. A full explanation must be included if an alternative is proposed.

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The City of College Station requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.

**TAB A**      Qualifications and experience

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
3. Describe the experience of the firm in the last thirty six (36) months in performing consulting services in similar size and scope.
4. The same information must be provided for any associate firm or sub-consultant.

**TAB B**      Rates and expenses

1. Provide a proposed fee schedule broken down by task (scope of work A –E outlined above). Express your administrative fee in a lump sum not-to-exceed maximum amount and separate price for travel and related expenses (if applicable).
2. Firm shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
3. Consultants may submit proposals on any task or combination of tasks, and may propose alternate payment methods (ie: hourly rates). However, expenses not specifically listed will be considered.
4. The actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized.

**TAB C**      Methodology including technical approach and understanding of the scope of the project.

1. Proposals must include a narrative description of the Firms' plan for accomplishing the work and services to be provided to the City.

2. Proposals must indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.
3. Proposals shall identify progress reports that will be made available during the process and key decision points.
4. Proposals shall clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

TAB D      References

1. Provide references for similarly successful projects from three governmental agencies (or regional districts), including the name of the agency, contact name, telephone, fax and email address.

TAB E      Certification, acknowledgement of any Addenda issued and a statement of willingness to sign the City's Standard Form of Agreement.

**EVALUATION FACTORS**

After receipt of proposals, City of College Station will use the following criteria in the selection process:

- 30%    Qualifications and experience
- 30%    Rates and expenses
- 25%    Methodology including technical approach and understanding of the scope of the project.
- 15%    References

**CERTIFICATION**

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other firm, and that the contents of this RFP have not been communicated to any other firm prior to the official opening of this RFP. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Bid Address: \_\_\_\_\_  
P.O. Box or Street                      City                      State                      Zip

Order Address: \_\_\_\_\_  
P.O. Box or Street                      City                      State                      Zip

Remit Address: \_\_\_\_\_  
P.O. Box or Street                      City                      State                      Zip

Federal Tax ID No.: \_\_\_\_\_

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

**END OF RFP #05-\_\_**

**EXHIBIT A**

**PROGRAM(S)  
BRAZOS VALLEY TRANSPORTATION SUMMIT**

April 26, 2002

May 2, 2003

April 22-23, 2004

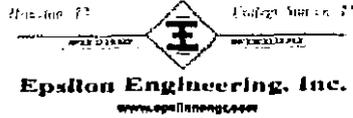
March 23-24, 2005

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## Supporting Organizations

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Dean International, Inc.  
Texas Transportation Institute  
City of Bryan  
Brazos County  
Bryan/College Station Convention and Visitor's Bureau

# Brazos Valley Regional Transportation Summit

April 26, 2002

College Station Hilton Hotel  
and Conference Center

Hosted By:

**BRAZOS VALLEY COUNCIL OF GOVERNMENTS**

**AND**

**CITY OF COLLEGE STATION**



# Schedule - Brazos Valley Regional Transportation Summit

**8:00 – 8:30 a.m. REGISTRATION AND CONTINENTAL BREAKFAST**

**8:30 – 9:30 a.m. IMPORTANCE OF REGIONAL TRANSPORTATION PLANNING (BALLROOM IV)**

Moderator: **Lynn McIlhaney**  
Mayor, City of College Station

Speakers:  
**Tom Wilkinson**, Brazos Valley Council of Governments  
*Economic Development and Transportation Planning*  
**Billy Hamilton**, State Comptroller's Office

**9:30 – 9:45 a.m. BREAK (BALLROOM V)**

**9:45 – 10:45 a.m. HIGHWAY TRANSPORTATION (BALLROOM IV)**

Moderator: **Mitch Morehead**  
Mayor Pro-Tem, City of Bryan

Speakers:  
**Jim Randall**, TxDOT - Transportation Planning and Programming Division  
*Brazos County 20-Year Metropolitan Transportation Plan*  
**Michael Parks**, Bryan-College Station Metropolitan Planning Organization  
*TxDOT Project Selection and Funds Distribution*  
**Robert Appleton**, TxDOT - Bryan District

**10:45 – 11:00 a.m. BREAK (BALLROOM V)**

**11:00 – 12:00 p.m. PUBLIC AND RAIL TRANSPORTATION (BALLROOM IV)**

Moderator: **Don Strickland**  
Chairman-Elect, Brazos Valley Council of Governments

Speakers:  
*Public and Rail Transportation Needs for the Brazos Valley Region*  
**Katherine Turnbull** and **Steve Roop**, Texas Transportation Institute  
*Passenger and High Speed Rail in the Brazos Valley*  
**Tom Till**, Amtrak Reform Council

*Linking the Brazos Valley and the Houston Metropolitan Area*  
**Robert Eckels**, County Judge, Harris County

**12:15 – 1:45 p.m. LUNCHEON (BALLROOMS I & II)**

**KEYNOTE SPEAKER**  
**Mr. Ric Williamson**  
Member, Texas Transportation Commission

Topic: "Trans Texas Corridor" - A Transportation Vision for Texas

**2:00 – 3:00 p.m. AVIATION (BALLROOM IV)**

Moderator: **Winnie Garner**  
City Council Member, Place 3,  
City of College Station

Speakers:  
*Federal Aviation Administration's AIR-21*  
**Mike Nicely**, Federal Aviation Administration, Southwest Region  
*Commercial Aviation Needs of the Brazos Valley*  
**John Happ**, Easterwood Airport

**3:00 – 3:15 p.m. BREAK (BALLROOM V)**

**3:15 – 4:15 p.m. SPECIAL PROJECTS (BALLROOM IV)**

Moderator: **Herbert Richardson**  
Director, Texas Transportation Institute

Speakers:  
*Local Street / Rural Road Improvement Needs for the Brazos Valley*  
**William L. Broadus**, City of Caldwell  
*Impacts of TxDOT's Access Management Policy*  
**Frank Glass**, Grimes County  
*Safety and Intelligent Transportation Systems (ITS) in the Brazos Valley*  
**Kevin Balke**, Texas Transportation Institute

**4:15 – 4:45 p.m. CLOSING REMARKS (BALLROOM IV)**

Speakers:  
**Carroll G. Robinson**, Houston City Council  
**Lynn McIlhaney**, Mayor, City of College Station

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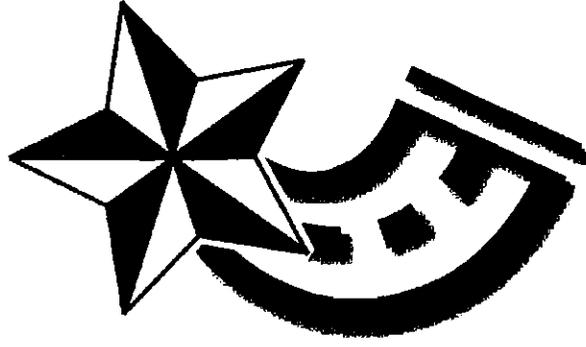
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## CO-HOSTS



TEXAS HIGH SPEED RAIL  
& TRANSPORTATION CORP.

# 2003 BRAZOS VALLEY TRANSPORTATION SUMMIT



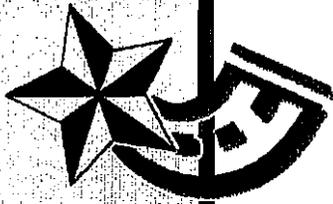
May 2, 2003

George Bush Presidential Conference Center at  
Texas A&M University



Hosted  
By:





# BRAZOS VALLEY TRANSPORTATION SUMMIT

## "PATHWAYS TO PROGRESS" AGENDA

**8:00 – 8:30 a.m.** Registration and Continental Breakfast

**8:30 – 9:15 a.m.** Importance of Regional Planning

Moderated by: Ron Silvia, Mayor, City of College Station

Presentations:

Welcoming Comments

Charles Sippial, Vice President of Administration, Texas A&M University  
Lonny Treweek, District Engineer, TxDOT - Bryan

Importance of Regional Cooperation

Lynn McIlhenny, Brazos Valley Council of Governments

**9:15—9:30 a.m.** Break

**9:30 – 10:45 a.m.** Brazos Express Corridor

Moderated by: John Happ, College Station City Council

Presentations:

Get on Board with the Brazos Express

Carroll G. Robinson, City Council Member, City of Houston

Merits of the Brazos Express

Robert Eckels, County Judge, Harris County

The Brazos Express: Ports to Forts

James Edmonds, Chairman, Port of Houston Authority  
Colonel Bob Hauser, Director of Logistics - Fort Hood, United States Army

**10:45—11:00 a.m.** Break

**11:00 – Noon** Financing Transportation in the Future

Moderated by: Winnie Garner, College Station City Council

Presentations:

Economic Development in the Brazos Valley

Augustin Redwine, Senior Research Analyst, Texas State Comptroller's Office

TxDOT's Framework for Financing Projects

Michael Behrens, Executive Director, TxDOT

Federal Transportation Funding

Dan Reagan, Regional Administrator, FHWA

Congressional Transportation Funding

John Carter, Congressman, United States House of Representatives

**Noon – 12:15 p.m.** Break

**12:15 – 1:45 p.m.** Luncheon

Keynote Speaker

**Samuel G. Bonasso**

Acting Administrator, Research and Special Programs Administration,  
United States Department of Transportation

**2:00 – 3:00 p.m.** Regional Projects

Moderated by: Dennis Maloney, College Station City Council

Presentations:

Improving Safety on Texas Highways

Sheila Gibson, Deputy Regional Administrator, NHTSA

Upcoming Projects in the Brazos Valley

Bob Appleton, Director of Transportation Planning and Development, TxDOT

Connecting the Brazos Valley with Intelligent Technology

Dennis Christiansen, Deputy Director, TTI

**3:00 - 4:00 p.m.** Brazos Valley County Judge Panel

Moderated by: Anne Hazen, College Station City Council

Panelists:

Judge Randy Sims, Brazos County

Judge Mike Sutherland, Burleson County

Judge Byron Ryder, Leon County

Judge Frank Summers, Milam County

Judge Fred Elliot, Robertson County

Judge Dorothy Morgan, Washington County

**4:00 – 4:15 p.m.** Closing Remarks

Speakers:

Ron Silvia, Mayor, City of College Station

Tom Wilkinson, Executive Director, Brazos Valley Council of Governments

Carroll G. Robinson, City Council Member, City of Houston



# BRAZOS VALLEY TRANSPORTATION SUMMIT

## PROGRAM - DAY ONE

**2:00 - 2:45 p.m. Welcome & Opening General Session (Auditorium B)**

Ron Silvia, College Station Mayor  
Steve Ogden, Texas State Senator  
Fred Brown, Texas State Representative

**2:45 - 3:00 p.m. Break (Room 1011B)**

**3:00 - 4:15 p.m. Concurrent Panel Sessions**

**Session A - High Speed Rail: The Needs in Texas (Room 1011A)**  
"A discussion of the current status and future plans of the THRSTC"  
Moderator: John Happ, Councilman, City of College Station

**Presenters:**

Michael Berry, Councilman, City of Houston  
*The current status of the Texas High Speed Rail & Transportation Corporation*

James Edmunds, Commissioner Chairman, Port of Houston Authority  
*The Harris County Freight Railroad Corridors & Urban Mobility Program*

Robert Eckels, County Judge, Harris County  
*Connecting Houston and College Station: The first leg of the Texas T-Bone*

**Session B - Transportation Challenges of the Brazos Valley (Room 1011)**  
"A discussion of Brazos Valley Transportation Issues"  
Moderator: Dennis Maloney, Councilman, City of College Station

**Presenters:**

Dan Reagan, Texas Division Administrator, FHWA  
*Federal Highway Aid Program*

Bob Tesch, Chairman, Central Texas Regional Mobility Authority  
*The status of the Central Texas Regional Mobility Authority*

Mark Marek, Deputy Director, TxDOT Design Division  
Kurt Schulte, Project Manager, Kimley-Horn and Associates  
*How TxDOT's Access Management Policy relates to local governments*

**4:15 - 4:30 p.m. Break (Room 1011B)**

**4:30 - 5:45 p.m. Concurrent Panel Sessions**

**Session A - Magnetic Levitation: The Technology of Tomorrow (Room 1011A)**  
"An introduction to this technology and its implementation throughout the U.S."  
Moderator: Robert Wareing, Councilman, City of College Station

**Presenters:**

Chris Brady, President, Transrapid-USA  
*An introduction to the concept of magnetic-levitation*

Larry Blow, US Project Manager, Transrapid, USA  
*The details of magnetic-levitation technology*

Chris Bonanti, Program Manager, Federal Rail Administration  
*The Status of Magnetic Levitation Projects Throughout the Nation*

**Session B - Transportation: The Key to Economic Growth (Room 1011)**  
"A discussion of needed improvements to prepare for economic growth"  
Moderator: Scott Mears, Councilman, City of College Station

**Presenters:**

Chuck Sippial, Vice President of Administration, Texas A&M University  
*The economic development needs of TAMU and the B-CS region*

Ron Gay, Chairman, Legislative Affairs, B-CS Chamber of Commerce  
*Commerce, legislation and economic development*

**6:00 - 7:00 p.m. Brazos Valley Transportation Summit Reception (Library Rotunda)**

**6:00 - 8:00 p.m. George Bush Presidential Library and Museum Tour**



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**QUANTUM**

**LJA Engineering  
& Surveying, Inc.**





# BRAZOS VALLEY TRANSPORTATION SUMMIT

## PROGRAM - DAY TWO

8:00 - 9:00 a.m. Continental Breakfast (Room 1011B)

9:00 - 10:15 a.m. Plenary Session (Auditorium B)

### Regional & Statewide Transportation Issues

*"A general discussion of the current transportation issues facing the area"*

Moderator: Anne Hazen, Councilwoman, City of College Station

#### Presenters:

John McBeth, General Manager, The District  
*An update and introduction to Brazos Valley Transit*

Kent Olsen, Parsons Brinkerhoff  
*Private-Public Transportation Partnerships*

Robert Appleton, Director of TP&D, TxDOT - Bryan District  
*The current status of transportation projects in the Brazos Valley*

10:15 - 10:30 a.m. Break (Room 1011B)

10:30 - 11:45 a.m. Plenary Session (Auditorium B)

### Brazos Valley Transportation Roundtable

*"A discussion of primary transportation issues affecting the region"*

Moderator: James Massey, Councilman, City of College Station

Host: Tom Wilkinson, Executive Director, BVCOG

#### Panelists:

Randy Sims, Brazos County Judge  
Mike Sutherland, Burleson County Judge  
James Dixon, Grimes County Judge  
Byron Ryder, Leon County Judge  
Cecil Neely, Madison County Judge  
Robert Cook, Texas State Representative  
Arlene Wohlgenuth, Texas State Representative

12:00 - 1:30 p.m. The District Luncheon (Room 1011C)

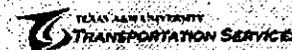
**Congressman John Carter**  
**Congressman Chet Edwards**

# BRAZOS VALLEY TRANSPORTATION SUMMIT



Annenberg Presidential Conference Center  
at the George Bush Presidential Library Center  
Texas A&M University  
College Station, Texas

April 22-23, 2004

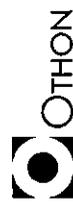




MARCH 23-24, 2005 | COLLEGE STATION, TX | BRAZOS VALLEY TRANSPORTATION SUMMIT



SPONSORS





**WEDNESDAY MARCH 23, 2005**

**12:00 - 1:00 p.m.**  
Registration

**1:00 - 1:45 p.m.**  
Welcoming and Opening General Session  
(Theater B)

**Moderator**  
Ron Silvia, Mayor, City of College Station

**Speakers**  
Manuel Diaz Del Rio, Adviser to the Board  
Spanish National Railways

Dan Reagan, Regional Administrator  
Federal Highway Administration

Dennis Christiansen, Deputy Director  
Texas Transportation Institute

**1:45 - 2:00 p.m.**  
Break

**2:00 - 3:15 p.m.**  
Concurrent Panel Sessions

**Session A (Room 1011)**  
Development of Trade Corridors in Texas

**Moderator**  
John Happ, City Council Member  
City of College Station

**Presentations**  
The I-69 Corridor  
Judge Robert Eckels, Harris County

*Federal Perspective of High Priority Corridors in Texas*  
Dan Reagan, Federal Highway Administration

*Port of Houston - High Speed Rail and Multi-Modal Corridors*  
Jim Edmonds, Port of Houston Authority

**Session B (Room 1011 B)**  
Integration of Freight and Passenger Rail Needs

**Moderator**  
Lynn McIlhenny, Transportation Committee  
Chairman, Brazos Valley COG

**Presentations**  
*High Speed Passenger and Freight Rail as a Part of the Trans Texas Corridor*  
Larry Blow, Transrapid International-USA, Inc.

*Management of Local Rail Freight Service*  
Joe Adams, Union Pacific Railroad

*Development of Commuter Rail Service*  
Lonnie Blaydes, Lonnie E. Blaydes Consulting

**3:15 - 3:30 p.m.**  
Break

**3:30 - 4:45 p.m.**  
Concurrent Panel Sessions

**Session A (Room 1011)**  
Transportation's Impact on Economic Development

**Moderator**  
James Massey, City Council Member  
City of College Station

**Presentations**  
*Development of Transportation Infrastructure for the Toyota Plant*  
Gabriel Perez, Bexar County

*Development of the Killeen Civilian Passenger Airport*  
David Blackburn, City of Killeen

*Value of Regional Public Transportation in the Brazos Valley*  
John McBeth, Brazos Transit District

**Session B (Room 1011 B)**  
Increasing Safety and Efficiency on Transportation Facilities

**Moderator**  
Robert Wareing, City Council Member  
City of College Station

**Presentations**  
*Creating Reliable Transportation Systems*  
Tim Lomax, Texas Transportation Institute

*Value of Reducing Railroad-Highway Grade Crossings*  
Lynn Robbins, BNSF Railroad

Douglas Woods, Union Pacific Railroad

*Agile Port Systems*  
Richard Walker, Maritime Administration



*Case Study of the Development of the SH 249 Project*  
Paul Pezzotta, Wilbur Smith Associates

**Session B (Room 1011 B)**  
New Funding Tools for Regional and Statewide Transportation Development

**Moderator**  
Susan Lancaster, City Council Member  
City of College Station

**Presentations**  
*Regional Mobility Authority Creation in the San Antonio Area*  
Tom Griebel, Alamo Regional Mobility Authority

*Utilization of Toll Roads in Development of the Transportation System*  
Mike Strech, Harris County Toll Road Authority

**10:15 - 10:30 a.m.**  
Break

**10:30 - 11:45 a.m.**  
Brazos Valley Transportation Roundtable  
(Theater B)

**Moderator**  
Randy Sims, County Judge, Brazos County

**Speakers**  
James Dixon, County Judge, Grimes County

Dorothy Morgan, County Judge  
Washington County

Mike Sutherland, County Judge, Burleson County

Byron Ryder, County Judge, Leon County

**12:00 - 1:30 p.m.**  
Research Valley Partnership Luncheon  
(Room 1011 C)

**Speaker**  
Chet Edwards, United States Congressman

**1:30 p.m.**  
Adjournment

**THURSDAY MARCH 24, 2005**

**5:00 - 5:45 p.m.**  
TAMU College of Engineering and Bush School  
Student Paper Presentations (Theater B)

**Moderator**  
Michael Martin, Epsilon, Edwards and Kelsey

**Speakers**  
Arnold Vedlitz, Director of the Institute of Science,  
Technology, and Public Policy

Gene Hawkins, Associate Professor of  
Transportation Engineering, TAMU

**6:00 - 7:00 p.m.**  
Texas Transportation Institute Reception  
TTI - Gilchrist Building

**8:00 - 9:00 a.m.**  
Breakfast Plenary Session

**Envision Central Texas: The Connection Between  
Transportation and Land Use (Room 1011)**

**Moderator**  
Tom Wilkinson, Executive Director  
Brazos Valley Council of Governments

**Speaker**  
John Langmore, Envision Central Texas

**9:00 - 10:15 a.m.**  
Concurrent Panel Sessions

**Session A (Room 1011)**  
Integration of Land Use and Transportation  
Planning

**Moderator**  
Nancy Berry, City Council Member  
City of College Station

**Presentations**  
*Smart Growth in Texas*  
Brian Bohner, Texas Transportation Institute

*Integration Project*  
Kevin Balke, Texas Transportation Institute

**EXHIBIT B**

**STANDARD FORM OF AGREEMENT CONTRACT**

## CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and \_\_\_\_\_, a Texas Corporation (the "Contractor"), whereby Contractor agrees to perform and the City agrees to pay for the work described herein.

### ARTICLE I

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

1.02 Contractor agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Contractor a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Contractor. 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 Contractor shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Contractor has not yet been paid.

1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed \_\_\_\_\_ (\$ \_\_\_\_\_).

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 Contractor pursuant to this Contract, provided, however, that any such change that in the opinion of Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall complete all of the work described in Exhibit "A" by the dates set forth below.

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- OR -

1.05 Except as provided in Article VI hereinbelow, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

1.06 **Time is of the essence of this Contract.** The Contractor 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 Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

1.08 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor 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 Contractor 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 Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor 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 Contractor to commence work on the Project by sending Contractor 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, Contractor 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 Contractor 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, Contractor 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, Contractor warrants that the information provided by Contractor reflects high professional and industry standards, procedures, and performances. Contractor 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. Contractor 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 Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor'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 Contractor, its employees, associates, agents, or subcontractors.

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

3.03 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Contractor 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 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

#### ARTICLE IV

**4.01 Indemnification.** Contractor 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 Contractor under this Contract. In the event of personal injury to or death of Contractor' 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 Contractor or its employees where such liability is caused by or results from the negligence of the City.

**4.02 Contractor 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 Contractor'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 Contractor 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 Contractor, its agents, representatives, volunteers, employees or subcontractors. 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 Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor 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 Contractor of liability to the City for damages sustained by the City or because of any breach of contract by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor 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: \_\_\_\_\_  
P.O. Box 9960  
College Station, Texas 77842

Contractor:  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

7.04 The Contractor 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 Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, 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 Contractor 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 Contractor 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.

**[INSERT NAME OF CONTRACTOR]**

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Ron Silvia, Mayor

Title: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Glenn Brown, Interim City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Kersten, Finance and Strategic  
Planning Director

\_\_\_\_\_  
Date

**Exhibit "A"**  
**Scope of Services**

**Exhibit "B"**

**Payment Terms**

SELECT ONE:

Compensation is based on *actual* hours of work/time devoted to providing the described professional services. The Contractor will be paid at a rate of \$\_\_\_\_\_ per hour, or at the rates per service or employee shown below. The City will reimburse the Contractor for *actual*, non-salary expenses at the rate of \_\_\_\_\_ percent (\_\_\_\_%) above the Contractor's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 1.03 of this Contract (\$\_\_\_\_\_).

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

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:

**Exhibit “C”**

**Insurance Requirements and  
Certificate(s) of Insurance**

## 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 "D", and approved by the City *before* work commences.**

3. The Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages 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 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 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 \$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.