

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and Meyers & Associates, a Sole Proprietor (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 Federal Legislative and Lobbying Consulting Services (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 payments, excluding expense reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed **Ninety Six Thousand and no/100 (\$96,000)**. Reimbursement of expenses shall be capped at \$1,000 a month, excluding airfare. Expenses above this amount may not be incurred without previous approval of the City.

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 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: Don Fazzino,
Manager of Special Projects & Legislative Affairs
P.O. Box 9960
College Station, Texas 77842

Contractor:
Meyers & Associates
Attn: Larry Meyers, President
412 First St. SE Suite One
Washington, DC 20003

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.

MEYERS & ASSOCIATES

CITY OF COLLEGE STATION

By: 
Printed Name: LARRY D. MEYERS
Title: PRESIDENT
Date: JAN. 27, 2006

By: _____
Ron Silvia, Mayor
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

PROPOSAL FOR:
LEGISLATIVE AND LOBBYING
CONSULTING SERVICES



CITY OF COLLEGE STATION

RFP #06-48
January 27, 2006
(revised)

Offered by:

Meyers & Associates
412 First Street, SE Suite One
Washington, D.C. 20003-1804
Phone: 202 484 2773
Fax: 202 484 0770
Federal Tax ID Number: 541535184
www.meyersandassociates.com

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Qualifications and Experience:

Meyers & Associates is a twelve member, full service, non-partisan government relations firm that has operated in the same location since January of 1981. The firm is appreciative of the opportunity to offer this proposal for representation in Washington, D.C. We are eager to assist the City of College Station in implementing an enhanced federal government relations strategy, working in partnership with city officials and personnel. This proposal is focused on the 2006 calendar year and suggests an option for a three-year extension.

Our firm, having represented clients in Washington since 1981 including cities for the past thirteen years, has the experience to assist the City in developing a complete and detailed strategic plan building on the City's past governmental activities on the federal level. Representing five cities located in two states, and universities in five states, including the Texas A&M University System, Meyers & Associates has the experience to not only properly advise the City on its state activities, but also actively assist the City broadening its visibility in Washington. Our goal will be to strengthen the performance of the City's efforts Washington, and we will meet that goal in a cost effective manner.

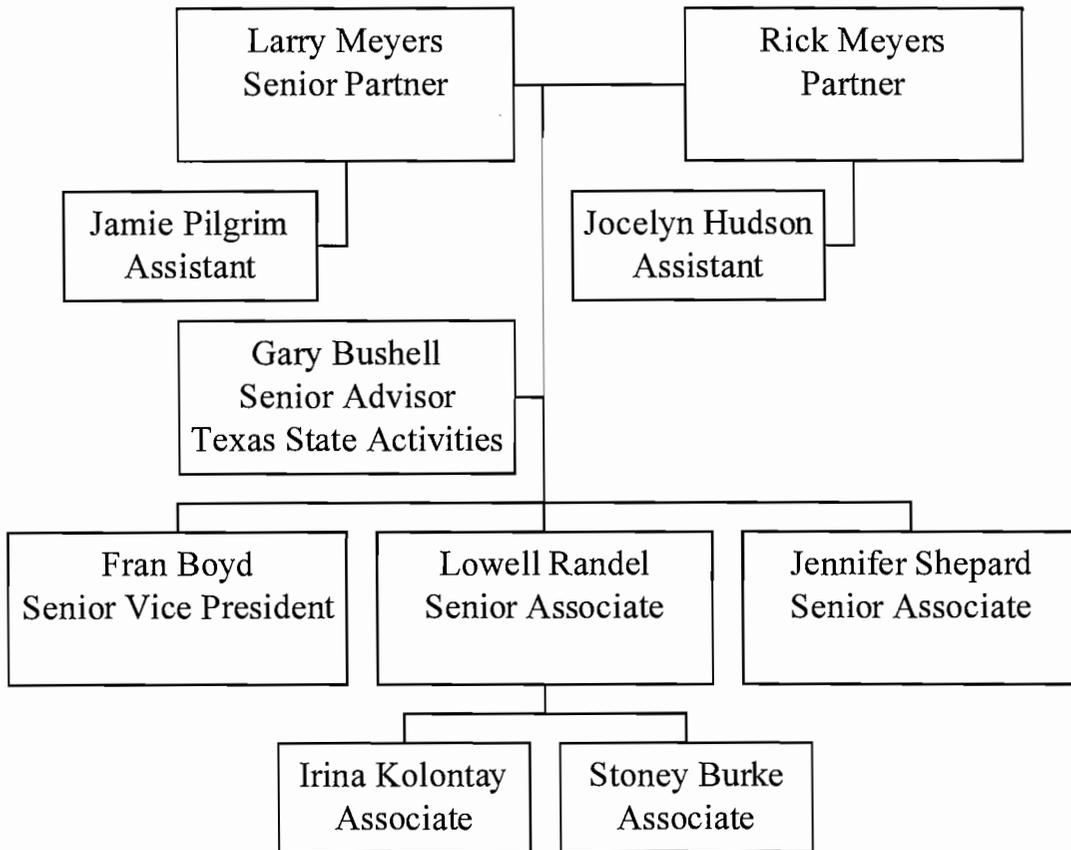
The philosophy of our firm is to develop a partnership with our clients, while providing the expertise in government relations, strategic planning and the day-to-day "eyes and ears" in Washington. A partnership is truly beneficial to our clients because it helps them succeed in being prepared to predict and affect government activities.

Grassroots lobbying has proven to be one of Meyers & Associates most effective lobbying tools. We believe that our clients must stay actively involved with the federal governments through proper communication and direct interaction. This can be a highly effective program with adequate planning, coordination and information.

The primary responsibility for fulfilling this offer of service to the City of College Station shall rest with Larry D. Meyers, and Richard (Rick) L. Meyers in Washington, D.C. However, all members of the staff will always be at the City's disposal. In addition, the City's officials and senior staff will have access to the office facilities of Meyers & Associates, located just two blocks from the U.S. Capitol.

Organizational Chart

Meyers & Associates



Larry D. Meyers

Senior Partner, has over 33 years of experience since coming to Washington with Senator Lloyd Bentsen (D-TX), former Secretary of the U.S. Treasury, and former chairman of the Senate Finance Committee. After four years with the senator, serving as legislative director, he received an appointment in the Carter Administration being named Deputy Director for Congressional Affairs - U.S. Department of Agriculture, responsible for both USDA and White House lobbying activities. He began independent consulting in 1981, and in 1989 was named by Beacham's Guide to Key Lobbyists as one of the top 125 lobbyists out of the several thousand in Washington. For the last 14 years, he has served as guest lecturer at the National Defense University and, more recently at the Foreign Service Institute, American University and the Bush School of Public Affairs on the topic of "Lobbyists and Lobbying in the U.S. Capitol".

Richard (Rick) L. Meyers

Partner, joined the firm in 1987 and has 17 years of legislative and regulatory experience. He has worked extensively on issues affecting cities and universities with the U.S. Congress, Department of Transportation, Department of Agriculture, Justice Department, Department of Housing and Urban Development, Department of Energy, Department of Education, Federal Aviation Administration, and the Environmental Protection Agency. He has also worked with the officials at the U.S. Army Natick Research, Development and Engineering Center on product promotion. His activities on behalf of clients include university research grants, appropriations, education issues, transportation reauthorization, infrastructure funding for cities, base closure issues, telecommunication issues, HUD grants, and product promotion. He is a graduate of Texas Tech University.

Gary Bushell

Senior Advisor, has more than 30 years experience working with legislative bodies, including the United States Congress and Texas Legislature. Formerly Administrative Assistant (i.e. Chief of Staff in today's terminology) and Legislative Director to U.S. Senator Lloyd Bentsen, Gary has been in private practice doing public policy law in Austin for 5 years. For the 13 previous years he was involved in regional economic development efforts in Texas. Gary is a graduate of The University of Texas at Austin with a BA in Economics and a Doctor of Jurisprudence from the University of Texas Law School. After serving with the 1st Marine Division in Vietnam, Gary was honorable discharged from the United States Marine Corps at the rank of captain.

Francis (Fran) James Boyd, Jr.

Senior Vice President, joined the firm in 1990 after serving as Director of Congressional and Public Affairs for the Farm Credit Administration, an independent federal financial regulatory agency. Prior to that appointment, he was the Deputy Director of Congressional Affairs for six years during the Reagan Administration at the U.S. Department of Agriculture. He brings to the firm over 20 years of Washington experience having worked extensively with Congress and at the highest levels of the executive branch of government. He holds both a graduate and undergraduate degrees from Arizona State University, and has completed the Senior Managers in Government Program from the Kennedy School for Government at Harvard University.

Jennifer Shepard

Associate. Prior to relocating to the greater Washington, D.C. area, Jennifer served as the program manager and executive for the leading business advocacy organization in Houston, Texas. Jennifer was responsible for managing the multiple aspects of the organization's air quality program designed to bring the region into attainment with the federal ozone standard as required by the federal Clean Air Act. She worked extensively with local, state and federal elected officials as well as state and federal regulatory agencies. Jennifer was also instrumental in the creation and ongoing management of a statewide public/private sector coalition to advance the development of a major national infrastructure project. She was heavily involved in the development of federal legislation

to facilitate the project's development. As a result of addressing both environmental and transportation issues affecting the fourth largest metropolitan area in the country, she has developed a keen understanding of the relationship between environmental policies and transportation programs. Jennifer has a Bachelor of Arts degree from the College of William and Mary and a Consulting Associate degree from Main Event Management, Inc.

Irina Kolontay

Associate, Irina joined the firm in 2002. Irina's responsibilities for the firm include working with congress and federal agencies on issues pertaining to defense energy, and homeland security research, emergency responder funding and training, surface transportation programs for cities, higher education policy, and health care grants. Additionally, Irina serves as the firm's in-house systems administrator. She holds a Bachelor of Science degree in Computer Science from West Texas A&M University. While in college, Irina served as president of Students In Free Enterprise (SIFE) chapter and received Student Organization President of the Year award during her senior year. She continues her involvement with the organization and serves on the SIFE Business Advisory Board. Irina was raised in the former Soviet republic of Belarus and is fluent in Russian and Belarussian.

Stoney Burke

Associate, Stoney joined the firm in 2003. Prior to joining the firm, he worked for the International Agriculture Programs Office at Texas A&M University. While there, he worked with USAID and USDA on food aid programs. He received a B.A. in International Studies from Texas A&M. He also studied Spanish at the Universidad de Salamanca in Salamanca, Spain. Stoney's activities on behalf of the firm's clients include working with federal agencies to increase the knowledge base of grants available to cities.

Experience (cont.)

In the past thirty-six months, Meyers & Associates has assisted the City of Lubbock with federal funding for a major highway project; the City of San Angelo with base closure assistance and major funding for new on base affordable housing construction and the development of the West Texas Legislative Conference; the City of Las Cruces, New Mexico with federal funding for a new federal court House, the City of McAllen with Presidential Permits and Diplomatic Notes for a major new border crossing, the City of Brownsville with federal permits and funding for a new major rail facility and the City of Corpus Christi with water supply and economic development funding from the federal government (described below).

As required by the RFP, the following are five examples of Meyers & Associates legislative activities. We chose both federal and state examples demonstrating 1) a new initiative proposed by our firm resulting in a major new program for Texas A&M and the College Station community; 2) an example of assisting a city with a serious water

shortage situation program; and 3) affordable housing; 4) infrastructure improvement; and 5) transportation.

Additional examples of success are available.

1) A New Initiative

Our firm has represented the Texas A&M Research Foundation in Washington for over 18 years. Our work in 2005 is credited with helping bring over \$158 million in congressionally approved research projects to the System components in Texas.

A strong example of our firm's innovation and legislative success came during the development of the Homeland Security Act. Shortly after the attacks of September 11th, we engaged the Texas A&M Research Foundation in a strategic planning process on how the university community could play an important role in homeland security. After meeting with key members of Congress, we envisioned the concept of university centers of excellence for homeland security. We also worked with the University of California System and Cornell University in New York in this process.

We drafted a legislative proposal to create the National Integrative Center for Homeland Security, which was introduced by Rep. Kevin Brady as H.R. 4029, The National Integrative Center for Homeland Security Act of 2002. This legislation was introduced prior to the President's proposed legislation to create the Department of Homeland Security.

As Congress began working on the creation of the new department, we began looking for creative ways to include our legislation into the Homeland Security Act. As this point, the Homeland Security Act contained no provisions for involving the university community. Being aware that the House Science Committee would be addressing the Homeland Security Act, we approached Rep. Joe Barton and asked him to offer H.R. 4029 as an amendment during committee consideration. Rep. Barton successfully included this language in the Science Committee.

Once the language was included in the Homeland Security Act by the Science Committee, we worked with the House's Select Committee on Homeland Security, as well as the Senate, to ensure that the language remained in the bill. Finally, after a lengthy process of fighting off various amendments, the language was passed by both the House and Senate and signed into law.

We then worked closely with the Department of Homeland Security on implementation of the newly created program. Working with the congressional members of the Texas delegation, we organized a visit to Texas A&M by high-ranking DHS officials to showcase A&M's capabilities in homeland security. Ultimately, Texas A&M, teaming with the University of California, was awarded an \$18 million DHS University Center of Excellence in the area of foreign animal and zoonotic disease to be located in College Station.

2). Water Supply Crisis (Infrastructure and Economic Development and Environmental Mitigation)

The City of Corpus Christi faced a serious water supply shortage due to drought and their major supply, the federally constructed Choke Canyon Dam and Reservoir only producing 65% of its federally projected supply. Our firm proposed to the City that legislation be developed to defer the City's required payments to the Bureau of Reclamation for the construction of Choke Canyon, and utilize the resulting savings (approximately \$25 million) to develop new water supplies in East Texas. Working together, the legislation was developed, introduced into Congress and became law. With passage of the federal legislation, we also assisted the City with the necessary permits and approvals in Austin for the construction of a pipeline from East Texas to Corpus Christi to supply a major new source of water for the city. We have also assisted the City with authorization legislation and federal funding for a \$60 million channel to the Gulf of Mexico providing environmental remediation for the Laguna Madre, seawall storm protection and improved transportation that has sparked major economic development on Padre Island as well as a second successful federal funding effort for economic development for the City's bay front development. We have represented the City for over 14 years

3). Affordable Housing

In 2004, M&A assisted the City of Las Cruces, NM obtain a federal earmark for \$1 million dollars which provided funding to educate low income families in the area about how to apply for and obtain mortgage financing for homes.

4). Homeland Security and Infrastructure Improvements

In 2005 Gary Bushell, working for the South Texas Military Facilities Task Force and the North Bay Military Task Force, was able to obtain a commitment of \$50 million from the Texas Enterprise Fund for infrastructure improvements to support military bases in South Texas and other state incentives to support the military bases. This grant required the approval of the Governor, Lieutenant Governor and Speaker of the Texas House of Representatives. A reference on this effort is Secretary of State J. Roger Williams, phone (512) 463-5770/fax (512) 475-2761. (See attachment, page 19)

5). Transportation

In representing The Alliance for I-69 Texas, Gary Bushell advised that organization to support the Trans Texas Corridor (TTC) concept when Governor Rick Perry proposed it in January 2002. The Alliance was the first organization in Texas to support TTC at a hearing before the Texas Transportation Commission February 19, 2002. The I-69 route was declared by TxDOT one of four priority routes in June of 2002. Gary Bushell worked closely with Texas Transportation Commissioners and staff to help enact HB 3588 in 2003 and HB 2702 in 2005 to give TxDOT the needed flexibility and financing tools necessary to make TTC a reality. In December of 2005 Governor Perry announced that TxDOT would issue a request for proposals (RFP) for comprehensive development agreement (CDA) proposals to build TTC-69 in early 2006. A reference on this project is

Transportation Commission Chairman Ric Williamson, phone (512) 305-9509/fax (512) 475-3072. (See attached letter from Governor Rick Perry to Texas Transportation Commission Chairman Richard Williamson – page 22.)

Meyers & Associates represents the Alliance for I-69 Texas and worked closely with TxDOT and the Texas Congressional delegation to successfully ensure that the 2005 federal highway bill contained the necessary authorizing language to comply with Texas authorities.

Unique Characteristics of Our Firm

Meyers & Associates particular expertise is representing cities and universities in both Washington and Austin, and this is proven by its demonstrated stability of representing multiple cities and universities for well over a decade. This experience will be a key asset to the City of College Station. Our firm is unique in having represented the Texas A&M Research Foundation for over 18 years. This has necessitated many trips to College Station making the City familiar to us. In addition, our firm having the same location since 1981, our president, Larry Meyers having been in Washington over 34 years and our four top executives having worked together a minimum of 15 years makes Meyers & Associates unique among government relations firms.

Rates and Expenses

Meyers & Associates is compensated by its clients on a flat fee basis with billing done on monthly basis, plus expenses. Invoices are due on receipt. Expenses include taxi, telephone, facsimile, copying, delivery and lunches and dinner briefings for government decision-makers and staff as allowable under the state and federal regulations and guidelines. For this contract, it is estimate the fee will be \$8,000 with expense capped at \$1,000 a month, excluding airfare. This total will not be exceeded without advanced approval of the client, allowing College Station to plan for and control its expenses. In addition, every effort will be made to consolidate and coordinate travel to the city in order to keep travel costs at a minimum. It is our serious intent to assist the City by saving it money when compared with past representation. A 3% cost of living adjustment each year is requested.

Methodology of Representation

In fulfilling the requirements of this RFP, Meyers & Associates will:

1. Work closely with the City Council, City Manager, and key staff to develop a detailed strategic plan, to be referred to as the City of College Station Federal Legislative Program, for acquiring appropriations and funding for the City of College Station and to inform the Texas delegation of the City's position on matters before the Congress.
2. A minimum of two (2) meetings will be held in College Station to assist in the development of the City's Federal Legislative Program. Status updates will be presented to the City Council on a semi-annual basis and as-needed or required throughout the term of the Contract
3. Meyers & Associates will identify federal grant opportunities; assist in the drafting of funding/grant applications in collaboration with the City, which addresses specific funding needs of the City; monitor and facilitate the progress of funding/grant applications through appropriate federal agencies on behalf of the City, when requested.
4. Assist the City in the preparation of appropriations requests and required sub-committee forms.
5. Identify and aggressively act to obtain funding for the City of College Station projects.
6. Review on a continuing basis all existing and proposed federal policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City on these matters. Provide legal and legislative expertise and consulting services.
7. Review the legislative policy statements adopted by the Texas Municipal League, National League of Cities and other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.
8. Identify other federal legislation of interest to the City, monitor action on these initiatives, and advocate the City's interest when appropriate.
9. Monitor federal legislative committee meetings, agency hearings and meetings at which specific issues with the City's adopted Legislative Program are considered, as well as other issues that may arise that affect the City.
10. Work with the City Council, City Manager and designated staff to develop special or general legislation in keeping with, or supportive of, the City adopted Legislative Program.

11. Develop and evaluate strategy for the support, opposition, or amendment of pending legislation.
12. Testify and lobby before federal legislative and appropriations committees as necessary on behalf of the City.
13. Appear and testify before agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's Legislative Program.
14. Coordinate appointments or meetings between the City Council, other designated individuals, and Congressional leaders.
15. Assist the City in drafting any needed letters to and federal congressional leaders regarding issues of interest and concern to the City of College Station.
16. Provide written monthly updates and quarterly status reports on the firm's achievements as they relate to the goals and objectives set forth in the City's Legislative Program.
17. Supply other required reports including, but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations and other federal policies or programs that affect the City and its citizens either directly or indirectly.

The principle responsibility for this work shall rest with Larry Meyers, and Rick Meyers, however all members of the firm may be assigned a portion of the responsibility.

To avoid duplication of effort, it is requested that City of College Station appoint one or two individuals as key contacts to work directly with Meyers & Associates. Quite often information must be supplied or requested from Washington on an immediate basis. However, calls from multiple sources would paralyze even the largest Washington firm. The City shall make every effort to fully inform Meyers & Associates of its interests in federal and state issues.

Meyers & Associates views the work of representing a city before the government as a year-around effort. Accordingly, we proposed the following general work plan:

September to Early December

The City would survey its key areas and solicit proposals for presentation in Washington, both for congressional earmarks and for competitive grants. It is critical the City maintain a strong mission focus regarding its areas of strength, seek input from the Texas congressional delegation concerning areas they would like to see help the City and the State of Texas. The focus should be on both traditional congressional earmarks and locating new program funding opportunities within the federal agencies.

Principals of Meyers & Associates can travel to the City in order to meet with key individuals in order to more fully explain the Washington process and better understand the abilities and assets of the City.

Key congressional staff from the Texas congressional delegation should be invited for tours of the city to review key areas of need.

By the first of December, key officials of the City should have compiled one-page descriptions of projects proposed for federal funding.

January to Mid-February

Meyers & Associates together with key city officials would review the proposed initiatives, re-write for simplicity and clarity if necessary, and begin to assign priority based on feasibility. This can be done during meetings here or in Texas.

Mid-February to April

City representatives, assisted by Meyers & Associates, would visit with members of Congress and key staff to present initiatives requesting funding. Special attention should be taken when presenting initiatives targeted to congressional members, making sure the correct committee jurisdiction is involved to maximize funding possibilities. Care should be taken that the congressman representing College Station, as well as both Senators receives initiatives for funding. Initiatives more suited to agency competitive funding should be delivered to the correctly targeted agencies.

May, June, July

Follow-up work by city officials and Meyers & Associates with key congressional offices to ensure that proper funding requests are made and the information flow is complete within each congressional office. Efforts must be maximized to ensure that each congressional office has the necessary information to accompany each funding request.

The City of College Station Day in Washington should be continued to ensure that the congressional delegation and key administration officials are aware of the needs and / or abilities of the City. At a minimum, the day should consist of:

- Key officials from the City come to Washington
- Meetings are held with key congressional members
- A luncheon held for key members or staff
- Continued meetings on Capitol Hill or with agencies
- Dinner or reception with congressional delegation and/or key staff
- Meetings with regulatory and agency officials or members to continue the next morning (if necessary).

This event should be an annual or, at the minimum, an every-other-year event in order to keep the abilities and ambitions of the City in front of the congressional delegation and

the agency decision-makers. It can also be useful in training City personnel on the processes of Washington.

August, September, October

Information on funding decisions will be forthcoming from Congress and the agencies, and work will be necessary to ensure the detail of each funded initiative. The August congressional recess and the fall are also good times to bring congressional staff to the city for informative tours.

All Year

A team of city representatives and Meyers & Associates representatives should broaden the City's efforts to meet with funding decision makers within each of the federal agencies inquiring about future funding opportunities and informing those decision makers of the needs and / or abilities of the City.

It is important to note that such efforts can be focused on funding decisions as much as two years in advance in order to position the City for future proposals, and inform the federal agencies of the abilities of the City.

Meyers & Associates has completed this year-long strategy for several universities and cities, and can report significant success. The process can train both the City personnel and the congressional delegation of the proper steps and proposals for successful interaction with the federal government.

References:

Mr. Dick Ribbontrop, Chief of Staff
Mr. James Christoferson, Ass't Leg. Dir
The Honorable Kay Bailey Hutchison
United States Senate Building
284 Russell Senate Office Bldg.
Washington, DC 20510
202.224.5922 fax: 0776
james_christoferson@hutchison.senate.gov

The Honorable John Carter
United States Congress
408 Cannon House Office Bldg.
Washington, DC 20515
202.225.3864 fax: 5886
ryan.henry@mail.house.gov

Ms. Heather Couri, Chief of Staff
The Honorable Joe Barton
2109 Rayburn House Office Building
Washington, DC 20515
202.225.2002 fax: 3052
heather.couri@mail.house.gov

The Honorable Loyd Neal
Past Mayor
City of Corpus Christi
Post Office Box 640
Corpus Christi, TX 78469-9277
361.880.3101 fax: 361 698 3091
Claudia.lobell@hrh.com

Dr. Edward A. Hiler
Past Vice Chancellor
Texas A&M University System
College Station, TX 77843
979.845.4747
e-hiler@tamu.edu

The Honorable Chet Edwards
(Congressman for College Station)
United States Congress
2459 Rayburn House Office
Washington, DC 20515
202.225.6105 fax: 0350
Chris Chwastyk, Chief of Staff
chris.chwastyk@mail.house.gov

Mr. Pete Olson, Chief of Staff
The Honorable John Cornyn
517 Hart Senate Office Building
Washington, DC 20510
202.224.2934 fax: 202.228.2856
peter_olson@cornyn.senate.gov

Mr. Lawrence Olsen
Executive Vice President
Texas Good Roads/Transportation A
1122 Colorado Street, Suite 205
Austin, Texas 78701
512.478.9351
lolsen@tgrta.com

Mr. Ed Perez, Director
Federal Government Relations
Office of State & Federal Relations
122 C Street, NW, Suite 200
Washington, DC 20001
202.638.3927
eperez@osfr.state.tx.us

Mr. Bill Summers, President
Rio Grande Valley Partnership
Post Office Box 1499
Weslaco, TX 78599
800.369.2816
bsummers@rgv.rr.com

References for Specific Projects:

John Williams, Past Manager Canadian River Municipal River Authority. P.O. Box 99, Sanford, Texas 79078, 806.865.3325

Successfully assisted the River Authority in preparation and successful passage of two separate legislative efforts, one for the suspension of payments to the Bureau of Reclamation for a water supply project (Lake Meredith) and to transfer ownership of the water distribution system from the federal government to the local water authority. Efforts resulted in substantial savings (\$5 million) for the several communities served by the water authority. Representation ceased upon completion of the legislation and successful implementation of the new laws.

Tom Utter, Former Assistant City Manager, City of Corpus Christi, 1201 Leopard, 5th Floor, Corpus Christi, TX 78401, 361.815.0813

Successful completion of legislation for 5 year suspension of payments to the Bureau of Reclamation for the Choke Canyon Dam and Reservoir municipal water supply facility. Effort resulted cost savings (\$22 million) sufficient for the City to finance a new water supply and pipeline.

George Ramon, Manager, Anzalduas International Crossing, P.O. Box 399, Hidalgo, TX, 78557, 956.843.2471

Anzalduas is a new bridge crossing on the Mexican Border and is owned by the cities of McAllen, Hidalgo and Mission. Meyers & Associates successfully assisted the client in negotiations with the Mexican government and the U.S. State Department resulting in the successful exchange of diplomatic notes between the two countries. Our service included preparation of the draft diplomatic notes.

Dr. Sandra Dowling, Maricopa County School Superintendent, 301 W. Jefferson St., Phoenix, AZ 85003, 602.506-3661

Assisted the school district in securing \$500,000 – a one-time appropriation effort -- for the Pappas School for homeless children.

Conclusion

With Meyers & Associates, the City of College Station will gain:

- stability – we have been in business in the same location since 1981, half of our clients have been with us over ten years and four of our twelve employees have been with the company for over 15 years;
- a strategic location – we are located on Capitol Hill, just two blocks from the U.S. Capitol;
- expertise – we have represented cities in for ten years and universities in for over eighteen;
- a partner - we recommend a teamwork strategy working with you and the Texas congressional delegation, fully keeping the City leadership involved in the strategy development and day to day activities;
- added value – we have represented the Texas A&M Research Foundation for over 18 years, and represent both the Alliance for I-69 Texas and the Gulf Coast Strategic Highway Coalition;
- competitive pricing – we will work with you to under-price the competition and stay within your budget.

Thank you for the opportunity to offer this proposal.

Certification

Meyers & Associates will comply with addenda issued by the City of College Station and will sign the City's Standard Form of Agreement.

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: Larry D. Meyers Title:
President

Typed Name: Larry Meyers Company Name: Meyers & Associates

Phone No.: (202) 484-2773 Fax No.: (202) 484-0770

Email: larry.meyers@meyersandassociates.com

Address: 412 First St., SE Suite One Washington, DC 20003
Street City, State Zip

Federal Tax ID No.: 541535184

Date: January 6, 2006



OFFICE OF THE GOVERNOR

RICK PERRY
GOVERNOR

August 5, 2005

The Honorable Anthony J. Principi
Chairman
2005 Base Realignment and Closure Commission
2521 Jefferson Davis Highway
Arlington, Virginia 22202

Dear Chairman Principi:

I would like to take the opportunity to share with you and your colleagues a viable alternative to the Base Realignment and Closure (BRAC) Commission's recent vote to add Naval Air Station Oceana (NASO) to the proposed closure list. I am confident that Texas can provide you the best location for all assets associated with a Navy Master Jet Base. As the BRAC Commission considers Texas as part of its review of NASO, I would like to bring to your attention the current and future military value that a South Texas location would bring, not only to the US Navy but also to the joint warfighting, training, and readiness for all of this country's military forces.

The state is partnering with the South Texas Coastal Bend Defense Community to support an expanded military presence in South Texas and to provide the Department of Defense (DOD) with enhanced operations and training space to support ground, naval and air forces through a diversity of mission requirements to include the capability to surge in the event of national emergencies. We are very excited about this tremendous opportunity. We are prepared to support as many additional military personnel and their families as necessary in South Texas, and provide them with the operational space and quality of life to assure a ready and fully-trained military force.

Texas is prepared to make a significant offer to augment the already existing infrastructure and training areas available to the military missions at NAS Kingsville, NAS Corpus Christi, and NS Ingleside.

The Chief of Naval Air Training based at NAS Corpus Christi enjoys the availability of two unencumbered ranges: the 10,000 nautical square mile "Warning Area 228" range, which can support supersonic and tactical air maneuvering exercises over the Gulf, and the land-based McMullen Training Range. The State of Texas is prepared to provide support to expand the McMullen Training Range from its current size of 10,000 acres to 40,000 acres. The McMullen

The Honorable Anthony J. Principi
August 5, 2005
Page 2 of 4

Range is currently used by the Navy, Air National Guard and Air Force active and reserve forces with inert and electronic training and would support live ordnance. We are prepared to extend its capability to support an expanded aviation mission at Naval Air Station Kingsville.

The state is making available a \$50 million grant for the balance of the land acquisition and any required environmental studies, range development, infrastructure needs, or as a supplement to the MILCON program for expenses that may arise from a relocation of NASO.

Additionally, a key infrastructure need for the light and mobile transformed Army forces located at Fort Hood, Fort Sill, Fort Bliss, and Fort Carson is efficient access to joint training areas and surface Ports of Embarkation. The State is prepared to assist in the construction of new infrastructure to support these needs, including the addition of a rail spur from Union Pacific's main rail line to Naval Station Ingleside. The Texas Department of Transportation has agreed to build, manage and operate the spur and to allow the DOD unlimited use at no cost. The cost of this project is presently estimated to be \$15.2 million and is predicated on the continuing need for the Naval Station as part of an expanded military mission in South Texas. These funds are in addition to the \$5.2 million investment already committed to the expansion of the deployment rail capability at the strategic seaport at the Port of Corpus Christi.

Texas has also recently made a \$457.5 million commitment to transportation infrastructure improvements in and around the surrounding counties of NAS Kingsville. Further, the state is committed to any additional identified transportation infrastructure expansions deemed necessary on and around NAS Kingsville and will commit to another \$100 million for the expansion of Chapman Ranch Road.

I am also pleased to provide the local defense community a \$200 million loan fund financed by the sale of State of Texas General Obligation bonds. A loan from this fund would be used by the local defense community to support the infrastructure and facility needs of the Navy and the defense community. Such a loan could augment the limited MILCON funding available early in the BRAC implementation process, and allow for the expedited planning and construction of infrastructure and facilities at NAS Kingsville.

Texas is pleased to provide these incentives for national defense purposes. The total package of new grants, infrastructure and loans is approximately \$365 million.

Mr. Chairman, the South Texas Coastal Bend Defense Community has no encroachment issues, no environmental issues, unrivaled operational air space and the ability to expand our already exemplary public/private family housing initiatives to meet DOD needs. Simply put, South Texas is Navy Country and we invite you and your colleagues to come and see for yourselves.

The Honorable Anthony J. Principi
August 5, 2005
Page 3 of 3

We look forward to working with the BRAC Commission and DOD to achieve our common objectives.

If we can assist you with any questions you may have regarding the state's resources available to help with the DOD's decision to relocate NAS Oceana, please contact my deputy chief of staff, Phil Wilson, by phone at 512/463-9490, or by e-mail at pwilson@governor.state.tx.us.

Sincerely,



Rick Perry
Governor

RP:jek

Enclosures

cc: The Honorable Donald H. Rumsfeld, Secretary of Defense
The Honorable Gordon R. England, Secretary of the Navy
Admiral Mike Mullen, Chief of Naval Operations
General Daniel James III, Director, Air National Guard
BRAC Commission Members
United States Senators Kay Bailey Hutchison and John Cornyn
United States Congressmen Solomon P. Ortiz, Ruben Hinojosa, Henry Cuellar and
Lloyd Doggett
Texas State Senators Juan "Chuy" Hinojosa, Judith Zaffirini, Ph.D., and Eddie Lucio
Texas State Representatives Gene Seaman, Vilma Luna, Abel Herrero, Juan Escobar,
and Yvonne Gonzales Toureilles
Texas Department of Transportation Commissioners
Michael W. Behrens, P.E., Executive Director, Texas Department of Transportation
The Honorable Loyd Neal, Chairman, South Texas Military Facilities Task Force
Adjutant General Charles Rodriguez, Texas National Guard



OFFICE OF THE GOVERNOR

RICK PERRY
GOVERNOR

December 9, 2005

The Honorable Richard F. Williamson
Chairman
Texas Transportation Commission
125 East 11th Street
Austin, Texas 78701

Dear Chairman Williamson:

I have always supported the Interstate-69 corridor. It is a key strategic corridor for Texas and the nation. However, years of limited federal funding and procedural obstructions have delayed its development.

In 2002, when U.S. Department of Transportation Secretary Mineta asked me to recommend a project for the president's environmental streamlining pilot project, I immediately proposed the entire length of I-69 through Texas. Because of this action, the I-69 study is quickly approaching the halfway point and we should have some tier one environmental documents to review by this summer.

The financial challenge has proven to be the largest obstruction to building I-69. Cities and counties along the corridor, our congressional delegation, and others have all tried their best to bring meaningful federal dollars into the project, but the results fall short of what is needed. The reason is simple — there is no money. Not only does Texas get shortchanged in our federal rate of return on the gas taxes paid by Texans, the federal highway trust fund is showing signs of future insolvency.

Texans have never waited for Washington to address our challenges. Over the last five years we have worked with the Texas Legislature and our congressional delegation to develop a variety of new ways to build the infrastructure this state needs. We have passed three constitutional amendments, we re-wrote the transportation code, and we obtained the flexibility we need in federal law to complement our state plan. Texas is now positioned to tap the power and resources of the private sector.

With that in mind, I am directing the Texas Department of Transportation to take the follow actions:

The Honorable Anthony J. Principi
August 5, 2005
Page 3 of 3

We look forward to working with the BRAC Commission and DOD to achieve our common objectives.

If we can assist you with any questions you may have regarding the state's resources available to help with the DOD's decision to relocate NAS Oceana, please contact my deputy chief of staff, Phil Wilson, by phone at 512/463-9490, or by e-mail at pwilson@governor.state.tx.us.

Sincerely,


Rick Perry
Governor

RP:jek

Enclosures

cc: The Honorable Donald H. Rumsfeld, Secretary of Defense
The Honorable Gordon R. England, Secretary of the Navy
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General Daniel James III, Director, Air National Guard
BRAC Commission Members
United States Senators Kay Bailey Hutchison and John Cornyn
United States Congressmen Solomon P. Ortiz, Ruben Hinojosa, Henry Cuellar and
Lloyd Doggett
Texas State Senators Juan "Chuy" Hinojosa, Judith Zaffirini, Ph.D., and Eddie Lucio
Texas State Representatives Gene Seaman, Vilma Luna, Abel Herrero, Juan Escobar,
and Yvonne Gonzales Toureilles
Texas Department of Transportation Commissioners
Michael W. Behrens, P.E., Executive Director, Texas Department of Transportation
The Honorable Loyd Neal, Chairman, South Texas Military Facilities Task Force
Adjutant General Charles Rodriguez, Texas National Guard

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:

The proposed fee is payable on a monthly basis in the amount of \$8,000 each month.

Expenses will be invoiced separately and include taxi, telephone, facsimile, copying, delivery and lunches and dinner briefings for government decision-makers and staff as allowable under the state and federal regulations and guidelines. For this contract, expenses are capped at \$1,000 a month, excluding airfare.

Upon mutual consent of both parties, a 3% cost of living adjustment each year will be considered.

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) Workers' Compensation

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. **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.

CERTIFICATE OF INSURANCE



This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

Insures the following policyholder for the coverages indicated below:

Policyholder Meyers & Associates
 Address of policyholder 412 1st Street SE Suite 100 Washington, DC 20003-1804
 Location of operations Same
 Description of operations Consulting firm

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
99-02-0956-1-F This insurance includes:	Comprehensive Business Liability	11/01/05	11/01/06	BODILY INJURY AND PROPERTY DAMAGE
	<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input checked="" type="checkbox"/> Medical coverage \$5000.00 <input type="checkbox"/> <input type="checkbox"/>			Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed \$ Operations Aggregate \$
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	Each Occurrence \$ Aggregate \$
99BN-2467-4-F	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory
		Effective Date	Expiration Date	Part II - Employers Liability
		08/01/05	08/01/06	Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
99-02-0956-1-F	Bus. prsnl. prop	11/01/05	11/01/06	245,000.00

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

City of College Station Texas
 P.O. Box 9960
 College Station, Tx 77842

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder days before cancellation. If however, we fail to mail such notice, no obligation of liability will be imposed on State Farm or its agents or representatives.

Bloddy
 1-20-06

Signature of Authorized Representative [Signature]
 Office Representative George Vassilas Date 01/27/06
 Title _____
 Agent Name _____
 Telephone Number 301-983-8500

Agent's Code Stamp
 Agent Code 20-94DB
 AFO Code E673