

**CONTRACT  
FOR  
PROFESSIONAL SERVICES**

This Contract, dated \_\_\_\_\_, 2015, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and **Freese and Nichols, Inc.**, (the FIRM), whereby the FIRM agrees to provide the City with certain services as described herein and the City agrees to pay the FIRM for those services.

**1. Scope of Services**

In consideration of the compensation stated in **Paragraph 2**, the FIRM agrees to provide the City with the services as described in **Exhibit A – Cost Proposal for the Comprehensive Plan, Parks Master Plan Update and Small Area Plan** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

**“Comprehensive Plan, Parks Master Plan Update and Small Area Plan”**

The Freese and Nichols (FNI) Team will provide innovative and creative planning services for the purpose of developing a new Comprehensive Plan, Parks Plan and Small Area Plan. The Comprehensive Plan will be utilized as the principal guide in promoting orderly growth, development and redevelopment of the City consistent with the vision, values, goals and objectives established by the community. The Parks Plan will include a comprehensive update to the City’s Parks Master Plan and serve as the City’s guide for maintaining and developing its parks system. The Small Area Plan will be a component of the Comprehensive Plan that also serves as a stand-alone plan to address immediate needs surrounding the new Blinn Campus area near Leonard Road and FM2818. Task One will be to conduct the Small Area Plan. Task Two will be to prepare the Comprehensive Plan and Parks Master Plan.

**2. Payment**

In consideration of the FIRM’s provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the FIRM according to the terms set forth in **Exhibit A**. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services and expenses provided under this Contract may not exceed **\$270,500**.

**3. Time of Performance**

A. All work and services provided under this Contract must be completed as outlined in **Exhibit A**.

B. **Time is of the essence of this Contract.** The FIRM shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the project timeline specified in **Exhibit A**.

**4. Warranty, Indemnification, & Release**

A. As an experienced and qualified FIRM, the FIRM warrants that the information provided by the FIRM reflects professional and industry standards, procedures, and performances. The FIRM warrants that the performance of all services under this Contract will be in accordance with professional and industry standards of performance in the profession. The FIRM warrants that the FIRM will exercise

diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the FIRM, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their services, or any document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the FIRM, its employees, associates, agents, or subcontractors.

B. The FIRM shall promptly correct any defective services or documents furnished by the FIRM at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the FIRM's services hereunder or of the scope of work itself shall in no way alter the FIRM's obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the FIRM is an independent contractor and not an agent or employee of the City. The FIRM and its employees are not the agents, servants, or employees of the City. As an independent contractor, the FIRM shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the FIRM shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The FIRM shall have ultimate control over the execution of the professional services. The FIRM shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the FIRM or any of the FIRM's subcontractors.

D. The FIRM must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the FIRM, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

**E. Responsibility for damage claims (indemnification): FIRM shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the FIRM's negligent performance of the work, or by or on account of any claims or amounts recovered under the Worker's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. The FIRM shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by FIRM's negligence.**

F. Release. The FIRM 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, sickness or death of the FIRM or its employees and any loss of or damage to any property of the FIRM or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the FIRM's negligent performance of the work. Both the City and the FIRM expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

## 5. FIRM's Insurance

The FIRM agrees to maintain, on a primary basis, for the duration of this contract the insurance coverage's and limits as described below. The FIRM must deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect with verification within five (5) business days of notification of the City's intent to award a contract. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five (5) business days may cause the proposal to be rejected. The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by the FIRM, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the FIRM under the Agreement.

Insurance Requirements: The FIRM agrees to maintain the coverage's, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The FIRM agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if FIRM fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by FIRM, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the FIRM.

### INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 FIRM agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the FIRM shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the FIRM is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence FIRM agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence FIRM agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the FIRM not

own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the FIRM to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

PROFESSIONAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence FIRM agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the FIRM or any person employed or acting on the FIRM's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, FIRM agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this contract. The FIRM is solely responsible for any additional premium for the supplemental extended reporting period.

UMBRELLA or EXCESS LIABILITY FIRM may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. FIRM agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

FIRM'S INSURANCE TO BE PRIMARY FIRM's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION FIRM shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE FIRM shall agree to cause each subcontractor employed by FIRM to purchase and maintain insurance of the type specified, provided the FIRM's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE FIRM shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. FIRM has the affirmative obligation to advise City at the address listed below within two business days of the cancellation or substantive change of any required insurance policy, and failure to do so shall be construed as a breach of this Contract. FIRM must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation or intent not to renew insurance coverage. If City is notified a required insurance coverage will cancel or non-renew during the contract period, the FIRM shall agree to furnish prior to the expiration of insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right to withhold payment to FIRM until coverage is reinstated. If the FIRM fails to maintain the required

insurance, the City shall have the right, but not the obligation, to purchase the required insurance at FIRM's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan  
Attn: Risk Management  
P O Box 1000  
Bryan, TX 77805

## **6. Termination**

A. The City may terminate this Contract at any time upon **thirty (30)** calendar day's written notice. Upon the FIRM's receipt of such notice, the FIRM shall cease work immediately. The FIRM shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the FIRM fails to fulfill its obligations under this Contract, or if the FIRM violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the FIRM **five (5)** calendar days written notice. The FIRM will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the FIRM of liability to the City for damages sustained by the City because of any breach of contract by the FIRM. The City may withhold payments to the FIRM for the purpose of setoff until the exact amount of damages due the City from the FIRM is determined and paid.

## **7. Miscellaneous Terms**

A. 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.

B. 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:

The City of Bryan:  
**Attn: Kean Register, City Manager**  
**P.O. Box 1000**  
**Bryan, Texas 77805**

Freese and Nichols:  
**Attn: Wendy Shabay, Principal**  
**4055 International Plaza, Ste. 200**  
**Fort Worth, Texas 76109**

C. 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.

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

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



**Exhibit A**  
**Cost Proposal for the Small Area Plan, Comprehensive Plan and Parks Master Plan Update**

***Task 1: Small Area Plan***

The growth of Texas A&M University is directly impacting the growth of Blinn College. Over the next decade, Blinn College is expected to experience significant growth at its current campus as well as with the creation of the new West Side Campus. Blinn's growth will have impacts on the area directly surrounding the college. As part of the comprehensive planning effort, a Small Area Plan will be created to directly assess the issues and opportunities around Blinn College's new West Side Campus.

While the Small Area Plan will be a stand-alone document and separate from the Comprehensive Plan, coordinating efforts, where possible, will help to more efficiently and cohesively complete the two plans simultaneously. The following is the work scope for the Small Area Plan.

**Task 1.1: Existing Conditions & Market Analysis**

An existing conditions analysis and a market analysis will be performed to set the framework for plan issues and opportunities. Both of these efforts will be conducted simultaneously with existing conditions and market assessment work being performed on the Comprehensive Plan. This effort will establish the planning area boundaries, physical framework and condition of development within the area, infrastructure provisions, economic drivers, future market opportunities and potential residential market demands.

*Deliverables:*

- Drive-by conditions assessment documenting the existing condition of the physical framework within the area, including vacant land, dilapidated or underutilized structures and physical barriers to development
- Connectivity assessment including circulation barriers and mobility between Blinn College and the surrounding area
- Existing infrastructure provisions and major deficiencies
- Identification of targeted audiences for input, including Blinn College staff and students, key business owners, resident groups and civic organizations
- Market analysis that identifies existing market drives as well as potential market capture opportunities and new business that could be targeted as part of revitalization efforts
- Residential market assessment that identifies new residential products that could be included within the area

**Task 1.2: Vision & Priorities**

As stakeholder and public input is received, a vision statement will be created and priorities will be developed to guide plan elements and action items. Priorities developed will be specific in order to create measurable and achievable action items within the Implementation/Financing element of the Plan.

*Deliverables:*

- Small Area Plan Vision Statement
- Summary of Community and Stakeholder Input
- Small Area Plan Issues and Opportunities
- Small Area Plan Priorities

### **Task 1.3: Stakeholder & Public Outreach**

It is understood that FNI will be responsible for all outreach, marketing, communication and public participation elements of the Small Area Plan. The City will be responsible for providing meeting coordination, including facilities for conducting public input and stakeholder meetings. FNI will reach out to Blinn College staff and students, area residents, elected officials, focus groups and civic and business leaders who have interests within the small area boundaries. It is anticipated that a total of seven (7) meetings will be conducted for the Small Area Plan including (1) public input meeting, four (4) stakeholder meetings and two (2) adoption meetings. The public input meeting will be a community-wide event focused on receiving input for the future of the Blinn College area. The stakeholder meetings will be oriented to collect input from specific interest groups. The public input meeting and the adoption meetings will be stand-alone trips. The four stakeholder meetings will be organized to coincide with the public input meeting trip or planned Comprehensive Plan trips.

As Comprehensive Plan input meetings are conducted, additional opportunities for feedback on the Blinn College area will also be provided. Additionally, the Comprehensive Plan survey will include questions specific to the Small Area Plan.

#### *Deliverables/Meetings:*

- One (1) Public Input Meeting
- Four (4) Stakeholder Meetings
- Small Area Plan Survey Questions with Comprehensive Plan Survey
- Social Media & Website Notifications
- One (1) Planning & Zoning Commission Meeting
- One (1) City Council Meeting

### **Task 1.4: The Area Plan Document**

The area plan will be a document that translates the existing conditions assessment, market assessment, background data and public input into specific recommendations and actions. The area plan will address the following elements:

#### ***Task 1.4.1: Land Use and Development Guidelines***

The land use plan will guide the redevelopment of the Blinn Campus area. The land use strategy will visually depict future land use objectives. The land use strategy for the Blinn Campus area will be incorporated into the Comprehensive Plan Future Land Use Plan. Development guidelines will support the land use strategies. They will include recommendations pertaining to zoning, code updates, wayfinding amenities, urban design, environmental design and sense of place guidelines.

#### ***Task 1.4.2: Economic Development***

The results of the market assessment will identify the potential market capture within the study area. The economic development section will take the assessment a step further by showing the financial implications of land use decisions within the study area and how those decisions impact the city in the long-term. The linkage between land use and economics will ensure that recommendations and strategies are rooted in market realities and their long-term financial impacts.

#### ***Task 1.4.3: Transportation***

The transportation element will provide transportation and circulation solutions for moving students, faculty, business patrons and residents through the area. The section will examine motorized and non-motorized options. The transportation element will build upon the recently completed Thoroughfare Plan and will look at the impacts of land use objectives on the existing

network. The plan will prioritize projects that reduce congestion, minimize vehicle miles traveled, enhance pedestrian/bicycle safety and travel time. Transportation recommendations will be prepared based on sketch level evaluation of an accepted land use scenario with existing available travel demand model projections from the recently adopted City Thoroughfare Plan. The City will provide such projections and/or other appropriate data.

***Task 1.4.4: Infrastructure and Capital Improvements Plan***

The capital improvement portion will identify prioritized capital projects that will facilitate implementation of the plan. The capital projects include those that are identified by the City's CIP prioritization as well as other potential projects identified as part of the planning process. This element will address short-term and long-term infrastructure needs in the area. Infrastructure priorities will be coordinated with land use and economic development objectives in order to maximize cost-effective implementation strategies.

***Task 1.4.5: Housing***

The housing element will examine the existing conditions of housing within the area and will provide rehabilitation and improvement strategies related to the existing housing conditions within the area. The residential market demand analysis will identify housing products that are currently lacking within the area and will provide locations where new housing product types may be included.

***Task 1.4.6: Recreational Open Space & Green Space***

The open space and recreation network within the small area plan will be assessed as part of the parks & recreation component of the comprehensive plan. Recreational and connectivity elements, in particular, will be examined. Ongoing efforts related to the Turkey Creek Trail will be incorporated.

***Task 1.4.7: Implementation & Financing***

The implementation element of the Small Area Plan will provide action items related to achieving plan priorities, in a matrix format that specifies responsible party, timeline, funding source and priority. The implementation plan will also provide strategies on funding, incentives and changes to existing codes and regulations that will facilitate plan implementation.

**Blinn Small Area Plan Deliverables**

The following are the deliverables associated with the Small Area Plan:

- A stand-alone chapter containing the elements depicted above
- A land use strategy map that visually depicts the land use objectives of the area
- Land use strategies and development guidelines that facilitate development and redevelopment objectives for the area
- Motorized and non-motorized transportation and circulation recommendations
- Capital improvement program rankings based upon land use and transportation priorities
- Strategies for improving and rehabilitating existing housing and new housing product recommendations
- Improvement priorities to the recreation, open space and trail facilities within the area
- Linkage strategies to move students and faculty between the existing Blinn College Campus, Texas A&M University Campus and the new West Side Blinn Campus
- An implementation plan that provides priorities actions, funding sources, incentive packages and partnerships to facilitate the realization of plan objectives
- Electronic copies of the Final Plan in Adobe PDF and Microsoft Word format
- All GIS shapefiles used for report mapping and graphics

**Blinn Small Area Plan Time of Completion**

It is anticipated that the Blinn Small Area Plan will be completed within six (6) months of an executed contract.

**Small Area Plan Cost Proposal**

The professional services outlined in Task 1, Small Area Plan, are lump sum not to exceed \$70,500.

***Task 2: Comprehensive Plan & Parks Master Plan***

The comprehensive planning process enables the community to pause and reflect on the qualities that make Bryan great and to discuss the direction in which the community wants to go. Bryan's existing comprehensive plan has served the community well. Due to the continued growth and development within Bryan, it is once again time to update the plan with pertinent data, re-examine community issues, identify new factors influencing development and facilitate a public input and engagement process.

While each component of the plan will require updating, the focus of work will be on ensuring Bryan is a resilient, vibrant and healthy community with a high quality of life. That will involve focusing on the city's parks and recreation system as well as on education and health. Resilient communities are those that create places where people want to be and create an atmosphere for private investment to take place. A major update to the city's parks, open space and trails plan helps to address this very issue by enhancing the city's overall quality of life. The parks update will also enable Bryan to compete for Texas Parks & Wildlife Department grants and funding.

Health and education are directly tied to the city's economic success. Leveraging the city's educational and healthcare facilities will continue to make Bryan attractive for high-tech and research & development industries, such as those located within the BioCorridor. With the growth of the BioCorridor comes additional development, such as the Atlas master planned community. Outside factors influencing development, such as the rapid growth of the engineering programs at Blinn College/Texas A&M and the potential for a high-speed rail station, may all influence Bryan's growth and development. Examining these issues, among others, will help the community understand potential impacts and be proactive in decision-making.

The following work plan contains our approach to completing the Comprehensive Plan and Parks Master Plan.

**Task 2.1: Meetings & Public Engagement**

The cornerstone to the update of Bryan's Comprehensive Plan will be public participation, input and communication. Public participation efforts will be inclusive, creative and energetic. The process will contain fourteen (14) total meetings during the process and are as follows:

***Task 2.1.1 CPAC Meetings***

The Comprehensive Plan Advisory Committee (CPAC) will be selected and appointed by the City. During the 10-month process, FNI will meet with the CPAC a total of seven (7) times. Due to the size of the CPAC, and in order to maximize their time, the CPAC will likely be divided into sub-committees. Sub-committees will tackle specific issues through a combination of homework assignments and exercises. Brainstorming exercises conducted with the CPAC will be visual in nature incorporating working maps, polling equipment, Legos and other methods deemed necessary to facilitate productive and interactive meetings. The CPAC will be responsible for providing input and revisions to the draft submittals and assisting with public involvement at community events.

The City will be responsible for providing a location to host the CPAC meetings. The City will also be responsible for communicating dates, times and locations of CPAC meetings to CPAC members. FNI will conduct all CPAC meetings and will provide meeting materials, homework assignments and meeting summaries.

#### ***Task 2.1.2 Community Events***

We anticipate two (2) community events will be held during the 10-month process. One community event will be held at the beginning of the process to identify issues, opportunities and to gather feedback on the vision for Bryan. A second community event will be a celebration of the draft plan being prepared and will be an opportunity to hear the community's thoughts on the draft plan.

Rather than conducting traditional public meetings, we have a strong desire for these events to be highly interactive. Citizens will leave the two meetings feeling included, excited and that their voices were heard. Community Events will have a variety of interactive, issue-based stations.

The City will be responsible for selecting and providing a site for these two community events. The City will be responsible for advertising the two community events. FNI will conduct the two community events including presentations, meeting materials, boards, exercises and all other items related to facilitating the community event.

#### ***Task 2.1.3 Meeting the Public***

In order to reach out to various segments of the population and meet the public where they are, we anticipate conducting two (2) outreach booths at community festivals during the planning process, such as First Fridays. FNI will provide materials, supplies and handouts for booth operation. FNI will operate the booth with joint help from City staff and/or CPAC members. These two meetings will be coordinated with other scheduled meetings, such as a CPAC Meeting, in order to conduct both on the same project visit.

#### ***Task 2.1.4 Technology & Social Media***

A comprehensive plan project website will be created by FNI to provide information on the process, a calendar of events and information such as presentations and graphics as they are developed. We will use Facebook to keep the public informed of project updates, events and to provide information on the importance of planning, development trends and healthy communities. The Facebook page will be updated a minimum of once a week during the 10-month process. FNI will be responsible updating the website and Social Media platforms.

FNI will also develop a survey with input from the CPAC that will be hosted from the project website. Survey input will be received during the first six months of the process. Survey results will be posted on the website the remaining four months of the project. We will utilize our social media outlets to push the survey out into the community. The City will assist in distributing the survey electronically to additional groups and businesses where mass distribution can be better facilitated.

#### ***Task 2.1.5 Elected Officials Meetings***

A total of three (3) informational meetings will be conducted with elected and public officials during the 10-month process. FNI will conduct one (1) meeting with the Planning & Zoning Commission, one (1) meeting with the City Council and one (1) joint meeting between the Planning & Zoning Commission and City Council.

## **Task 2.2: Plan Elements**

The following are the individual elements to be included within the Comprehensive Plan and are the framework for the Comprehensive Plan Document.

### ***Task 2.2.1: Executive Summary (Major Update)***

An explanation of the importance of planning as well as a brief overview of the plan, outlining the vision, detailed goals and objectives and policy statements that are used as a guide for future decision making. The executive summary will be a marketing tool for the community and will be designed as part of the plan and also as a stand-alone document in a brochure format. It will be designed to be easily reproduced for mass distribution.

#### *Deliverables*

- A stand-alone marketing brochure containing the community's vision, plan objectives and policy statements in both verbal and illustrative formats

### ***Task 2.2.2: Community Profile (Minor Update)***

The community profile provides background information on Bryan including its history, growth patterns, regional location, demographics, physical features and growth constraints. The purpose of the profile is to set a baseline from which informed planning decisions can be made. FNI will build upon the City's recently completed community profile update to set the historical, physical and demographic attributes of Bryan. We will also incorporate past planning efforts conducted by the City, such as the downtown and South College redevelopment plans.

#### *Deliverables*

- Historical background of Bryan
- Historical population trends based upon U.S. Census Data
- Demographic snapshot using the City's recently completed update on age, race, ethnicity, education and income
- Physical features assessment including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas and other physical implications that impact growth and development
- Planning context that addresses external issues, influences and past planning efforts which all impact the comprehensive planning efforts

### ***Task 2.2.3: Economy (Major Update)***

Bryan is part of the BioCorridor and the Research Valley Partnership. These two regional initiatives will be examined to see how the direct impact can and will impact Bryan and its long-term growth patterns. Bryan's downtown is one of the best examples of historic downtown revitalization yet the neighboring residential has not seen a significant increase in livelihood.

We will meet with regional and local economic development stakeholders to understand the types of industries most likely to relocate or expand in Bryan. We will examine the industrial, office and retail market potentials for Bryan by examining available reports and databases, and providing summaries to the planning team and City staff.

We will also examine the surrounding residential areas around downtown to understand how growth can and will occur. This analysis will include the physical layout, utility provisions and issues impacting revitalization of surrounding residential around the downtown.

*Deliverables:*

- Assessment of Bryan’s downtown residential character relative to other nearby residential areas
- Deficiencies and challenges within the current infrastructure and development process related to downtown residential
- Economic opportunities related to the BioCorridor and RVP initiatives relating to future land use planning for Bryan.

***Task 2.2.4: Education (Major Update)***

There are several educational institutions that directly impact growth, development and quality of life within Bryan. The educational offerings of Blinn College, and the close proximity of nationally respected Texas A&M University, help to make Bryan attractive for research & development due to the highly skilled labor force and educational partnerships available. The ability for Bryan to remain attractive for potential residents and employers will also be directly tied to the success of Bryan Independent School District.

We will analyze how the growth of Blinn College, Texas A&M and Bryan ISD will impact overall community growth trends. This analysis would include the physical inclusion of educational facilities, where known, as well as their secondary impacts such as economic development and research opportunities.

*Deliverables*

- Assessment of Bryan’s existing educational offerings, facilities and capabilities
- Deficiencies and challenges within the current educational network
- Implications of educational facility expansions on the physical framework of Bryan, including Blinn College Expansion
- Economic opportunities related to education

***Task 2.2.5: Health & Wellness (Major Update)***

The primary responsibility of a City is to care for the public health, safety and welfare of its citizens. This component of the plan addresses all three by examining the built environment, City regulations/policies and land uses. We believe that health and wellness from a planning perspective begins with focusing on connectivity/walkability, food systems, sustainability and quality of life. This effort will build upon the recently prepared Health and Wellness District Master Plan and will create strategies and actions that will enable Bryan to compete for health and wellness grant funding.

*Deliverables*

- Assessment of Bryan’s connectivity patterns and health statistics
- Community connectivity plan that enhances walking and biking opportunities
- Green design standards and natural space preservation opportunities
- Grant opportunities for Bryan to pursue related to Health & Wellness

***Task 2.2.6: Current and Future Land Use (Minor Update)***

Bryan’s existing land use tells us how the city has grown over time and sets the existing form of the community. The future land use plan blends public and development trends with the existing physical framework. It provides a vision for how Bryan should grow, develop and redevelop in the future.

We will take information from staff interviews, charrettes and public input to adjust and update Bryan's land use plan, where necessary. We will ensure that all land use categories depicted on the future land use map are understandable from a written and visual perspective. The land use section will identify issues, discuss development objectives and provide land use policies. We envision creating two alternative land use scenarios and weighing the pro's and con's of each. A final land use scenario will be selected. It may be one of the two draft scenarios or a combination of the two.

*Deliverables*

- Existing Land Use Map and Acreages
- Two (2) land use scenarios portraying different growth scenarios
- One (1) final future land use scenario
- Future land use acreages
- Population projections
- Ultimate capacity

***Task 2.2.7: Transportation (Minor Update)***

Transportation and land use decisions are directly related. The feed off of and directly impact each -other. In addition to influencing the built environment, roadway right-of-way is typically the largest and most visible element of the community. The update of this section will build from the existing thoroughfare plan update including recent amendments to the plan adopted by Council.

*Deliverables*

- Incorporation of the completed Thoroughfare Plan into the future land use plan, including implications of the Thoroughfare Plan on land use decisions
- Recommendations of future land use scenarios on the Thoroughfare Plan
- Recommended amendments to the Thoroughfare Plan based on the selected land use scenario

***Task 2.2.8: Community Appearance (Minor Update)***

FNI will utilize the input received to update the key issues within the community appearance section. FNI will utilize its graphic capabilities to show "before/after" images pertaining to the identified community appearance issues. These could include enhanced streetscapes and corridors, façade improvements, landscaping enhancements, historic preservation and neighborhood revitalization. The graphics will visually depict recommendations in order to make a more striking and understandable impact.

*Deliverables*

- Identification of current community appearance issues
- Recommendations pertaining to corridor aesthetics and design enhancements
- Neighborhood enhancement strategies
- Code enforcement programming

***Task 2.2.9: Parks, Open Space and Trails (Major Update)***

The Park and Recreation Master Plan section will be prepared as an inclusive section of the Comprehensive Plan. In our experience, when the Park and Recreation section of the Comprehensive Plan is utilized as the guiding document for the Parks Department it should be a comprehensive analysis with specifics relating to park development within the City and not a general assessment.

We will review the 2002 Master Plan for content and baseline data and analysis. We will also review, in detail, the existing park system in Bryan including parks, greenbelts and special facilities. With Staff, we will analyze each park in Bryan and evaluate its current use to determine any possible renovations, new trends or needs for any specific park.

The Comprehensive Plan will address future and existing population, future land use, and demographics which are required according to the Texas Parks and Wildlife guidelines for Master Plans. The Park and Recreation section will address the plan development process, facility standards, demand based, standard based and resource based standards. A priority listing of future park elements, timing, estimated cost and funding sources will also be provided.

Along with the Comprehensive Plan survey, we will prepare a separate parks & recreation survey for electronic distribution. We will dedicate one CPAC meeting to focus on parks & recreation entirely. Additional CPAC meetings will be used to refine park recommendations along with other Comprehensive Plan elements.

*Deliverables*

- Existing park assessment & inventory
- Future park needs, facility standards and development process as well as demand-based, standard-based and resource-based standards.
- Priority list of future park elements including timing, estimated cost and potential funding sources.

***Task 2.2.10: Municipal Services & Facilities (Minor Update)***

FNI will assess existing community facilities in Bryan focusing on whether or not services and facilities are meeting the needs of today's population and are able to serve future growth areas depicted in the future land use plan. The city has recently updated its water, wastewater and stormwater utility plans and therefore no assessment of these facilities will be necessary.

*Deliverables:*

- Existing public facility assessment
- Service area assessment (fire and police)
- Future public facility needs based upon growth and development projections

***Task 2.2.11: Implementation Plan (Major Update)***

Bryan's current implementation plan has served the City well. It contains a variety of strategies, responsibilities and actions. We firmly believe that the action plan is the most critical element of the comprehensive plan. Cities have limited resources and we believe that the implementation plan helps to focus efforts and prioritize actions in a way that leverages resources in their most effective manner, consistent with the public's vision.

*Deliverables:*

- Action Plan containing recommendations from each plan element prioritized based upon CPAC and citizen feedback. The Action Plan will contain strategies for zoning, subdivision and development regulations as well as partnerships and actions to facilitate implementation of recommendations. Actions will be organized by responsible party, time and priority.
- Integrating actions into Bryan's Capital Improvement Program connecting applicable actions community priorities to potential funding sources.

### **Comprehensive Plan Documentation & Final Deliverables**

Documentation of the Plan shall be prepared using Microsoft Word and Adobe Acrobat programs. The following are the anticipated final deliverables:

- Five (5) copies of the draft plan
- One (1) unbound copy of the colorized version of the draft plan
- One (1) digital copy of the draft plan on CD-ROM containing both Adobe Acrobat and Microsoft Word formats
- Fifty (50) bound, colored copies of the final plan, complete with recommended policies, associated data, supportive tables, charts and maps and summaries of major recommendations, all of which incorporates the plan elements listed above. Maps and illustrations shall be completed at a scale that will reproduce to fit 8.5" x 11" and 11" x 17".
- One (1) unbound copy of the colorized version of the final plan
- One (1) digital copy of the final plan document on CD-ROM containing both Adobe Acrobat and Microsoft Word formats
- One-hundred (100) colored copies of the executive summary. The executive summary will be incorporated as part of the plan document and as a stand-alone document in a brochure or newsletter format that can be easily reproduced for mass distribution. The executive summary will be in a two to four page, two-sided color document
- One (1) unbound copy of the executive summary

### **Comprehensive Plan Time of Completion**

Our scope of work for the Comprehensive Plan and Parks Master Plan, as outlined above, will be completed in twelve (12) months following the execution of a contract and project kickoff.

### **Comprehensive Plan and Parks Plan Cost Proposal**

The professional services outlined in Task 1, Small Area Plan, are lump sum not exceed \$70,500.

The professional services outlined in Task 2, Comprehensive Plan and Parks Master Plan, are lump sum not exceed \$200,000.

TOTAL Cost of Small Area Plan, Comprehensive Plan and Parks Plan is lump sum not to exceed \$270,500.

### **Additional Services**

Any meeting that FNI is required to attend above and beyond the fourteen (14) meetings included within this Scope of Services will be billed to the City of Bryan at the applicable rates as outlined in Attachment CO. The additional hours for meetings will include the time it takes FNI to travel to and from the City of Bryan and any associated travel expenses.

### **Schedule**

We anticipate project completion within twelve-months, contingent upon the adoption phase.





AGENCY CUSTOMER ID: FREEAND-02

CDIXON

LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY <b>Ames &amp; Gough</b>		NAMED INSURED <b>Freese and Nichols, Inc.</b>	
POLICY NUMBER <b>SEE PAGE 1</b>		4055 International Plaza, Suite 200 Fort Worth, TX 76109	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:**

Certificate Holder is included as additional insured with respects to General Liability, Auto Liability, and Umbrella Liability when required by written contract. Auto Liability, General Liability and Worker's Compensation policies include waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

## COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D.** The following definition is added to **DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><b>A. BLANKET ADDITIONAL INSURED</b></li> <li><b>B. EMPLOYEE HIRED AUTO</b></li> <li><b>C. EMPLOYEES AS INSURED</b></li> <li><b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>E. TRAILERS – INCREASED LOAD CAPACITY</b></li> <li><b>F. HIRED AUTO PHYSICAL DAMAGE</b></li> <li><b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b></li> <li><b>I. WAIVER OF DEDUCTIBLE – GLASS</b></li> <li><b>J. PERSONAL EFFECTS</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. AUTO LOAN LEASE GAP</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> </ul> |
|---|--|

#### **A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### **B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **C. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

#### 1. The following replaces Paragraph A.2.a.(2) of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

#### 2. The following replaces Paragraph A.2.a.(4) of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

#### Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

### G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., Limit Of Insurance, of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

### I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

#### Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 03 04 ( A) - 001

POLICY NUMBER: XCUB3974T65A

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. [ ] Specific Waiver

Name of person or organization

- [X] Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:

ALL TEXAS OPERATIONS

- 3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations describe.

- 4. Advance Premium: \$SEE SCHEDULE