

**CONTRACT FOR ENGINEERING SERVICES**  
**Binkley & Barfield, INC.**  
**Road Reconstruction South College Avenue (Villa Maria to Sulphur Springs)**  
**City Project Number 332-411-425-611-D3-1514, and Sidewalks South College Avenue**  
**(Villa Maria to Inlow Blvd.) City Project Number 350-D8-1515**

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

**1. Scope of Services**

In consideration of the compensation stated in paragraph 2, the Engineer agrees to provide the City with the professional services as described in Attachment A, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Design services for reconstruction of S. College Ave between Villa Maria and Sulphur Springs, construction of sidewalks, pedestrian, and cyclist improvements, traffic signal replacement, pedestrian crossing improvements, utility replacement, relocation and upgrades along S. College between Villa Maria and the College Station city limits

**2. Payment**

In consideration of the Engineer's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Engineer according to the terms set forth in Attachment B. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services provided under this Contract may not exceed Six Hundred Eighty Nine Thousand Nine Hundred Sixty One Dollars and 25/100 Dollars (\$689,961.25).

**3. Time of Performance**

- A. All design work and other professional services provided under this Contract must be completed by the following date April 2018. The City Engineer may agree to an extension of the time for completion. Any extension of the time for completion approved by the City Engineer, however, shall only be effective upon the execution of an instrument in writing stating the terms of the extension and signed by both the City Engineer and the Engineer. The Schedule is more fully defined in Attachment C.
- B. **Time is of the essence of this Contract.** The Engineer 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.

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

- A. As an experienced and qualified design professional, the Engineer warrants that the

information provided by the Engineer reflects high professional and industry standards, procedures, and performances. The Engineer warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, is pursuant to a high standard of performance in the profession. The Engineer warrants that the Engineer 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 Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other 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 Engineer, its employees, associates, agents, or subcontractors.

- B. The Engineer shall promptly correct any defective designs or specifications furnished by the Engineer at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Engineer's services hereunder or of the Project itself shall in no way alter the Engineer's obligations or the City's rights hereunder.
- C. In all activities or services performed hereunder, the Engineer is an independent contractor and not an agent or employee of the City. The Engineer and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Engineer shall have ultimate control over the execution of the professional services. The Engineer 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 Engineer or any of the Engineer's subcontractors.
- D. The Engineer 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 Engineer, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- E. **Responsibility for damage claims (indemnification): Engineer 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 Engineer's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen'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. Engineer 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 Engineer's negligence.**

- F. Release. The Engineer 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 Engineer or its employees and any loss of or damage to any property of the Engineer or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Engineer's negligent performance of the work. Both the City and the Engineer 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. Engineer's Insurance**

The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City. All parties to this contract hereby agree that the Contractor's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

Contractor must deliver to the City a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City's intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the City. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within 10 business days **may cause the contract to be rejected.**

The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

- A. **Workers' Compensation Insurance & Employers' Liability Insurance** – Engineer shall maintain Workers Compensation Insurance for statutory limits and Employers Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. Engineer shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.
- B. **Commercial General Liability Insurance** – Engineer shall maintain Commercial General Liability with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. Commercial General Liability shall be written on a standard ISO “occurrence” form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City. The City and its agents, officers, officials, and employees shall be listed as an additional insured.
- C. **Business Automobile Liability Insurance** – Engineer shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Engineer

shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.

- D. **Professional Liability Insurance** – Engineer shall maintain Professional Liability (errors & omissions) insurance with a limit of not less than \$1,000,000. If written on a “Claims-Made” form, Engineer agrees to maintain a retroactive date equivalent to the inception date of the contract (or earlier) and maintain continuous coverage or a supplemental extended reporting period for a minimum of two years after the completion of this contract. Engineer will be responsible for furnishing certification of coverage for 2 years following contract completion.
- E. **Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Engineer agrees to endorse City and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure “True Follow Form” basis.
- F. **Deductibles, Coinsurance Penalties, & Self-Insured Retention** - Engineer may maintain reasonable and customary deductibles, subject to approval by the City. Engineer 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.
- G. **Subcontractor’s Insurance** - If the Engineer’s insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Engineer, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Engineer. It is the responsibility of the Engineer to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- H. **Acceptability of Insurers** - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-VI or better by AM Best Insurance Rating.
- I. **Evidence of Insurance** - A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City within ten (10) business days by the successful Engineer’s insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City. Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration. Upon request, Engineer shall furnish the City with certified copies of all insurance policies. The certificate of insurance and all notices shall be sent to the City at the following address:

**City of Bryan**  
**Attn: Risk Management Department**  
**P.O. Box 1000**  
**Bryan, TX 77805**  
**Emailed to: [mquiroga@bryantx.gov](mailto:mquiroga@bryantx.gov)**

Failure of the City to demand evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

- J. **Notice of Cancellation, Non-Renewal, Material Change, Exhaustion of Limits** - Engineer must provide minimum 30 days prior written notice to the City of policy cancellation, material

change, exhaustion of aggregate limits, 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 Engineer shall agree to furnish prior to the expiration of such 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 Engineer until coverage is reinstated.

- K. **Contractor's Failure to Maintain Insurance** - If the Engineer fails to maintain the required insurance, the City shall have the right, but not the obligation, to withhold payment to Engineer until coverage is reinstated or to terminate the Contract.
- L. **No Representation of Coverage Adequacy** - The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

## 6. Termination

- A. The City or Engineer may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the receipt of such notice, the Engineer shall discuss with the City what will be accomplished within the 30 calendar day timeframe and document this in an exit strategy that must be approved by the City. The Engineer shall be compensated for the services satisfactorily performed prior to the termination date.
- B. If, through any cause, the Engineer fails to fulfill its obligations under this Contract, or if the Engineer violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Engineer **five (5)** calendar days written notice to the Engineer. The Engineer 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 Engineer of liability to the City for damages sustained by the City because of any breach of contract by the Engineer. The City may withhold payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer 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: W. Paul Kaspar, P.E.  
P.O. Box 1000  
Bryan, Texas 77805

The Engineer:  
Brandon Boatcallie, P.E.  
3452 Rock Prairie Road West  
College Station, TX 77845

- 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 Engineer 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.
- E. This Contract and all rights and obligations contained herein may not be assigned by the Engineer without the prior written approval of the City.
- F. The Engineer, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

Party of the First Part  
**CITY OF BRYAN, TEXAS**

**Approved as to Form:**

\_\_\_\_\_  
 Janis Hampton, City Attorney

**Prepared and Recommended:**

\_\_\_\_\_  
 W. Paul Kaspar, P.E., City Engineer

**Approved for Processing:**

\_\_\_\_\_  
 Jayson Barfknecht, P.E., Ph.D  
 Director of Public Works

\_\_\_\_\_  
 Kean Register, City Manager

**Approved:**

By: \_\_\_\_\_  
 Jason P. Bienski, Mayor

**Attest:**

By: \_\_\_\_\_  
 Mary Lynne Stratta, City Secretary

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

Party of the Second Part  
**ENGINEER:**

By: \_\_\_\_\_  
 Printed Name: Brandon Boatcallie, P.E.  
 Title: Office Manager  
 Date: \_\_\_\_\_  
 Firm's License No. F-257

\_\_\_\_\_  
 Witness

## **ATTACHMENT “A” SCOPE OF SERVICES**

### **PROJECT UNDERSTANDING**

It is our understanding that the project scope includes the engineering services required for the design of approximately 1,100 LF of 54 foot concrete roadway with a 4 lane roadway, with turn lanes and raised medians, including full reconstruction of curb, gutter, drainage, and possible driveway modifications as made possible with coordination and discussions with property owners. The roadway reconstruction limits begin south of Villa Maria Road (not including the intersection) and ends past Sulphur Springs Road (including the intersection). A traffic study will be performed within the roadway rehabilitation limits to determine turn bay geometrics and evaluate median break locations. Also, a traffic signal will be designed at the Sulphur Springs intersection. The scope also includes the replacement, realignment and installation of portions of existing water and sewer lines along South College Avenue from Villa Maria Road to Inlow Boulevard (including approximately 2,200 LF of 6”/12” waterline and 4,000 LF of 6”/8”/10” sanitary sewer). A 12 foot shared use path will be designed from the City limits to Brookside Drive and from Ehlinger Drive to Sulphur Springs Road. The shared use path segment will include a bridge/culvert crossing and may require storm sewer to install the pathway safely from the pavement edge. Bicycle route signage and striping will be installed along Cavitt Avenue from Brookside to Villa Maria. 6 foot sidewalks will be installed along both sides of S. College Avenue from Brookside Drive to Villa Maria. The following general services will be provided: project management, engineering design, public engagement, bidding and construction phase services, survey control, topographic surveying, ROW/easement determination and parcel survey, geotechnical investigation and engineering, tree inventory, preservation, and protection, and ADA consulting, registration, plan review, and site inspection.

### **BASIC SCOPE OF SERVICES**

The basic scope of services proposed for this project includes the following:

#### **TOPOGRPAHIC SURVEYING**

Joe Orr Inc. will provide survey control, topographic surveying, and ROW/easement determination and parcel survey services.

#### **GEOTECHNICAL INVESTIGATION AND ENGINEERING**

CME will provide geotechnical investigation and engineering services.

#### **URBAN FORESTRY**

Plant People LLC will provide tree inventory, preservation, and protection services and recommendations.

#### **ADA REVIEW AND CONSULTING SERVICES**

Eddie Hare Accessibility Specialists will provide ADA consulting, registration, plan review, and site inspection services.

## **ENGINEERING DESIGN**

The Engineer will prepare engineering design plans in accordance with the City of Bryan and TxDOT Specifications. The Engineer will attend the project kickoff meeting and prepare meeting minutes. The Engineer will prepare monthly progress reports and invoices for review and payment.

Two standalone plan sets will be provided: **Plan Set 1** will include the portion of the design associated with the shared use path and sidewalk design documents and will be in accordance with TxDOT requirements. **Plan Set 2** will include the balance of the design work along South College Avenue and will be in accordance with City of Bryan requirements.

The **Plan Set 1** (TxDOT) design documents will include the following tasks and deliverables:

1. General plan sheets including the Title Sheet, Project Layout, General Construction Notes, and Quantity Summary Sheets (6 sheets total).
2. Sidewalk Design including Sidewalk Layouts, Proposed Typical Section Sheets, and Horizontal Alignment Data Sheets (17 sheets total).
3. Removal layouts including identification of existing features to be removed (including pavement, sidewalks, driveways, etc.)(9 sheets total).
4. Traffic Control Plans including Sequence of Construction, Layout, and Detour Plans (9 sheets total).
5. Pedestrian signal layouts at North Avenue and Old College Avenue including pedestrian signal design, conduits (for existing and future use), and ground boxes (2 sheets total).
6. Storm Water Pollution Prevention Sheets including design of pollution prevention measures (silt fence, construction entrance, rock filter dams, etc. as required) (9 sheets total).
7. Storm sewer plan and profile sheets (along South College Avenue adjacent to Hensel Park), drainage area maps, and hydrologic and hydraulic calculations (9 sheets total).
8. Signing and Striping Layouts along Cavitt Avenue from Brookside Drive to Villa Maria Road (4 sheets total).
9. Detail sheets as required (including driveway, retaining wall, and misc.)(10 sheets total).
10. Design standards (to include Roadway, TCP, SW3P, Drainage, Traffic, and Utilities) (20 sheets total).
11. Opinion of probable construction costs (to be submitted with 30%, 60%, and 90% submittals).

The **Plan Set 2** (City of Bryan) design documents will include the following tasks and deliverables:

1. General plan sheets including the Title Sheet, Project Layout, General Construction Notes, and Quantity Summary Sheets (6 sheets total).
2. Roadway Design (Sulphur Springs to Villa Maria) including Existing and Proposed Typical Section Sheets, Horizontal Alignment Data Sheets, Roadway Plan and Profile sheets, & Intersection Layouts (10 sheets total).
3. Removal layouts including identification of existing features to be removed (including pavement, sidewalks, utilities, etc.)(6 sheets total).
4. Traffic Control Plans including Sequence of Construction, Layout, and Detour Plans (10 sheets).
5. Storm Water Pollution Prevention Sheets including design of pollution prevention measures (silt fence, construction entrance, rock filter dams, etc. as required)(6 sheets total).
6. Storm sewer plan and profile sheets, drainage area maps, and hydrologic and hydraulic calculations (6 sheets total).
7. Waterline Rehabilitation design (approximately 2,200 LF) including the removal or grouting of the existing waterlines.
8. Sanitary Sewer Rehabilitation design (approximately 4,000 LF) plans including existing line removal and replacement and manhole upgrades & modifications.
9. Underground fiber optic conduit (design to be provided by the City and included on sidewalk layout sheets).
10. Traffic Signal Design at Sulphur Springs Road/South College Avenue including existing intersection layout, proposed signal layout, electrical conduit layout, and associated details (4 sheets total).
11. Signing and Striping Layouts including proposed pavement and tie-ins at existing intersections (2 sheets).
12. Misc. Detail sheets as required (3 sheets total).
13. Design standards (to included Roadway, TCP, SW3P, Drainage, Traffic, and Utilities)(20 sheets).
14. Opinion of probable construction costs (to be submitted with 30%, 60%, and 90% submittals).
15. SUE services within portions of the project where existing utilities will be replaced including level D records research, level B designation services, per diem, and traffic control.
16. BBI will complete a traffic study of the S. College Avenue corridor from Sulphur Springs Road to Villa Maria Road. Turning movement counts will be collected at six locations and 24-hr directional volumes will be collected at one location between Sulphur Springs Road and Villa Maria Road. BBI will utilize the traffic counts to model the corridor in Synchro in order to determine the proper storage lengths for turn bays at Sulphur Springs and Villa Maria. The traffic volume data, along with crash accident data (to be provided by the City), will be used in developing recommendations regarding median openings along this corridor. The findings and recommendations will be provided to the City in a technical memo format for review and approval.

BBI will submit design plans for City/TxDOT review at 30%, 60%, 90%, and 100% completion and will attend meetings with City staff to discuss any comments. Final deliverables will include 11" x 17" plans and a CD with all Microstation, PDF, and TIFF files for the project.

## **PUBLIC ENGAGEMENT**

The Engineer will present at public meetings and other engagements where the public is made aware of the proposed project and will prepare meeting materials including sign in sheets, handouts, exhibits, etc. The Engineer will also meet with concerned citizens/business owners for one-on-one meetings as necessary to address individual concerns. The project scope includes preparation for, and attendance at, up to three (3) public meetings and sixty (60) hours of one-on-one meetings.

## **BID PHASE SERVICES**

The Engineer will assist the City during the bidding process by attending the pre-bid meeting and assisting in the opening and tabulation of bids for construction of the project.

## **CONSTRUCTION PHASE SERVICES**

The Engineer will provide engineering support services during construction to include attending the preconstruction conference, reviewing of shop drawings and resolution of contractor's request for information (RFI's), if required. A total of 12 site visits/progress meetings are included in this scope and will be provided as requested by the City for review of the contractor's general conformance with the construction documents. (Note: This is not to be considered onsite Construction Observation.) The Engineer will also prepare record drawings (based on the contractor's redlines) and provide the record drawings in Microstation DGN, Adobe PDF, and TIFF formats.

**ATTACHMENT 'B'**  
**FEE SUMMARY & ESTIMATED MONTHLY FEE SCHEDULE**

Payment to the ENGINEER will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the ENGINEER for all work performed under this Agreement. Invoices are due and payable on receipt. Invoices will be prepared in a format approved by the CITY prior to submission of the first monthly invoice. Monthly payment of the fee will be in proportion to percent completion of the total work for each fee item outlined below.

- B. Upon completion of services enumerated in Attachment A, Scope of Services, the final payment of any balance will be due upon receipt of the final invoice.

**BASIC SERVICES**

**TxDOT Design (Plan Set 1)**

Project Management & Engineering Design Services (Lump Sum)	\$ 263,700.00
Public Meetings/Engagement (Hourly Estimated)	\$ 12,465.00
Bidding and Construction Phase Services (Lump Sum)	\$ 29,300.00
Topographic Survey Services (Lump Sum)	\$ 42,350.00
ROW/Easement Parcel Survey (Estimated - \$2750/each)	\$ 11,000.00
Tree Inventory Services (Lump Sum)	\$ 2,000.00
Tree Preservation and Protection (Hourly Estimated)	\$ 21,600.00
ADA Consulting, Registration, Plan Review, Site Inspection (Hourly Estimated)	\$ 6,675.00
<i>Subtotal</i>	<i>\$ 389,090.00</i>

**City of Bryan Design (Plan Set 2)**

Project Management & Engineering Design Services (Lump Sum)	\$ 137,675.00
Sewer Rehab Design Services (Lump Sum)	
Inlow @ South College	\$ 3,500.00
South College @ Nagle	\$ 7,000.00
South College @ North Ave	\$ 10,500.00
South College @ Old College	\$ 7,000.00
Watson to Villa Maria (Along South College)	\$ 11,375.00
Water Rehab Design Services (Lump Sum)	
Royal to Greenway	\$ 14,000.00
Old College @ Pleasant	\$ 3,500.00
Sulphur Springs to Villa Maria (Service Taps)	\$ 5,250.00

Public Engagement (Hourly Estimated)	\$ 3,750.00
Bidding and Construction Phase Services (Lump Sum)	\$ 22,200.00
Topographic Survey Services (Lump Sum)	\$ 21,150.00
ROW/Easement Parcel Survey (Estimated - \$2750/each)	\$ 5,500.00
Geotechnical Investigation & Engineering Services (Hourly Estimated)	\$ 8,800.00
SUE Services (Time and Materials)	\$ 39,671.25
<i>Subtotal</i>	<i>\$ 300,871.25</i>

**TOTAL BASIC SERVICES**

**\$689,961.25**  
(Not to Exceed Fee)

**ESTIMATED MONTHLY FEES:**

December 2015	\$106,953.44	30% Engineering, Topo, Tree Inventory, Geotech, SUE
January 2016	\$103,485.06	30% Engineering, Topo, Public Engagement, Geotech, SUE, ADA
February 2016	\$49,449.75	30% Engineering, Public Engagement, ADA
March 2016	\$73,704.75	60% Engineering, Public Engagement, ADA, Tree Preservation
April 2016	\$77,829.75	60% Engineering, Public Engagement, ADA, Tree Preservation, ROW Exhibits
May 2016	\$65,431.50	90% Engineering, Public Engagement, ADA, Tree Preservation, ROW Exhibits
June 2016	\$65,431.50	90% Engineering, Public Engagement, ADA, Tree Preservation, ROW Exhibits
July 2016	\$29,589.00	90% Engineering, Public Engagement, ADA, Tree Preservation, ROW Exhibits
August 2016	\$48,639.00	100% Engineering, Public Engagement, ADA
September 2016	\$1,287.50	Bidding
October 2016	\$1,287.50	Bidding
November 2016	\$1,287.50	Bidding
December 2016	\$1,287.50	Bidding
January 2017	\$3,655.00	CPS, Tree Preservation
February 2017	\$3,655.00	CPS, Tree Preservation
March 2017	\$3,655.00	CPS, Tree Preservation
April 2017	\$3,655.00	CPS, Tree Preservation
May 2017	\$3,655.00	CPS, Tree Preservation
June 2017	\$3,655.00	CPS, Tree Preservation
July 2017	\$3,655.00	CPS, Tree Preservation
August 2017	\$3,655.00	CPS, Tree Preservation
September 2017	\$3,655.00	CPS, Tree Preservation
October 2017	\$3,655.00	CPS, Tree Preservation
November 2017	\$3,655.00	CPS, Tree Preservation
December 2017	\$3,655.00	CPS, Tree Preservation
January 2018	\$3,655.00	CPS, Tree Preservation
February 2018	\$3,655.00	CPS, Tree Preservation
March 2018	\$3,655.00	CPS, Tree Preservation
April 2018	\$9,472.50	CPS, Tree Preservation, Record Drawings, ADA Walkthrough
<b>Total</b>	<b>\$689,961.25</b>	

**ATTACHMENT “C”  
PROJECT SCHEDULE**

**SCHEDULE:**

The following schedule is anticipated for the S. College Avenue Rehabilitation Project:

Submit Preliminary Plans for City Review (30%):	February 29, 2016
Submit 60% Plans for City Review:	May 9, 2016
Submit 90% Plans for Last City Review:	July 19, 2016
Submit Final Plans & Specs:	August 18, 2016
Begin Advertisement:	September 2016
Pre Bid Meeting	October 2016
Open Contractor Bids:	November 2016
City Council Construction Contract Award:	January 2017
Construction Phase Services:	January 2017-April 2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER John L. Wortham & Son, L.P. PO Box 1388 Houston, TX 77251-1388  www.worthaminsurance.com		CONTACT NAME: John L. Wortham & Son, L.P. PHONE (A/C, No, Ext): 713-526-3366 FAX (A/C, No): 713-521-1951 E-MAIL ADDRESS:															
INSURED Binkley & Barfield, Inc. 1710 Seamist Drive, Suite 201 Houston, TX 77008 713-869-3433		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Lloyds</td> <td>41602</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit</td> <td>41840</td> </tr> <tr> <td>INSURER C: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Lloyds	41602	INSURER B: Allmerica Financial Benefit	41840	INSURER C: Hanover Insurance Company	22292	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Hanover Lloyds	41602																
INSURER B: Allmerica Financial Benefit	41840																
INSURER C: Hanover Insurance Company	22292																
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES** CERTIFICATE NUMBER: 26997377 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZLDA25157101	3/20/2015	3/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AWDA25159001	3/20/2015	3/20/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		UHDA25156301	3/20/2015	3/20/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WLDA23163701	3/20/2015	3/20/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Auto Physical Damage		AWDA25159001	3/20/2015	3/20/2016	Pvt Passenger \$500 Ded Comp/Coll

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As per written agreement, City of Bryan, its agents, officers, officials, and employees are included as certificate holder. Additional insured status and wiver of subrogation afforded to certificate holder per attached endorsements.

<b>CERTIFICATE HOLDER</b>  City of Bryan Attn: Risk Management Department PO Box 1000 Bryan TX 77805	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  John L. Wortham & Son, L.P.
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ACORD 25 (2014/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE PART

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

**Additional Insured if Required by Contract**

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

**B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:**

**Primary and Non-Contributory**

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

**C. This endorsement will apply only if the "accident" occurs:**

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

**D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
BUSINESS AUTO COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM

#### SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
City of Bryan	PO Box 1000	
Attn: Risk Management Department		
	Bryan TX	
	77805	

*In formation required to complete this Schedule, if not shown above, will be shown in the Declarations.*

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no

more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT (TEXAS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1. Additional Insured by Contract, Agreement or Permit	Included
2. Additional Insured – Broad Form Vendors	Included
3. Aggregate Limit per Location	Included
4. Alienated Premises	Included
5. Bodily Injury Redefined	Included
6. Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
7. Extended Property Damage	Included
8. Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
9. Knowledge of Occurrence	Included
10. Liberalization Clause	Included
11. Medical Payments – Increased Limit	\$ 10,000
12. Mobile Equipment Redefined	Included
13. Newly Acquired or Formed Organizations – Covered until end of policy period	Included
14. Non-owned Watercraft	51 ft.
15. Personal Injury – Broad Form	Included
16. Product Recall Expense	\$100,000
17. Property Damage Legal Liability (Fire, Lightning, Explosion, Smoke or Leakage Damage)	\$500,000
18. Supplementary Payments Increased Limits	
- Bail Bonds	\$ 2,500
- Loss of Earnings	\$ 300
19. Unintentional Failure to Disclose Hazards	Included
20. Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Form through new coverages, higher limits and broader coverage grants.

**1. Additional Insured by Contract, Agreement or Permit**

Under **Section II – Who Is An Insured**, Paragraph 5. is added as follows:

- 5. a.** Any person or organization with whom you agreed, because of a written contract, written agreement or permit, is an insured, but only with respect to:
- (1) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
  - (2) Premises you own, rent, lease or occupy.

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This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

**b.** This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury: or "advertising injury".
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part.

- (3) To any person or organization included as an insured under item 2 of this endorsement.
  - (4) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of the sole negligence of the lessor.
  - (5) To any:
    - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.
- c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**2. Additional Insured - Broad Form Vendors**

Under **Section II – Who Is An Insured**, paragraph 6. is added as follows:

- 6. a. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- b. The insurance afforded the vendor does not apply to:
  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in the product made intentionally by the vendor;

**3. Aggregate Limit Per Location**

- (1) Under **Section III – Limits of Insurance** the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- (2) Under **Section V – Definitions**, definition 22. is added as follows:
  - 22. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**4. Alienated Premises**

Under **Section I – Coverage A**, paragraph 2. **Exclusions, j. (2)** is replaced in its entirety with the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

**5. Bodily Injury Redefined**

Under **Section V – Definitions**, definition 3. "bodily injury" is replaced in its entirety with the following:

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3. "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from "bodily injury", sickness or disease.
- 6. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**
- (1) Under **Section I – Coverage A**, paragraph 2. **Exclusion j.** is amended as follows:
- Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.
- (2) Under **Section V – Definitions**, definition 23. is added as follows:
23. "Customers goods" means property of your customer on your premises for the purpose of being:
- worked on; or
  - used in your manufacturing process.
- (3) The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
- 7. Extended Property Damage**
- Under **Section I – Coverage A**, paragraph 2. **Exclusions**, Exclusion a. is replaced in its entirety with the following:
- "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
- 8. Incidental Malpractice – Employed Nurses, EMT's and Paramedics**
- Under **Section II – Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
- 9. Knowledge of Occurrence**
- Under **Section IV – Commercial General Liability Conditions**, Condition 2 – **Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph e. is added as follows:
- Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
- 10. Liberalization Clause**
- Under **Section IV – Commercial General Liability Conditions**, condition 10. is added as follows:
- 10. Liberalization Clause**
- If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
- 11. Medical Payments – Increased Limits**
- (1) Under **Section I – Coverage C**, paragraph a.(2) is replaced in its entirety by the following:
- The expenses are incurred and reported to us within three years of the date of the accident; and
- (2) Under **Section III – Limits of Insurance**, paragraph 7. is replaced in its entirety by the following:
- Subject to 5. above, the higher of:
    - \$10,000; or
    - The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.
- (3) This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.
- 12. Mobile Equipment Redefined**
- Under **Section V – Definitions**, definition 12, Mobile Equipment, paragraph f.(1) is replaced by the following:
- Equipment with a gross vehicle weight of 1000 pounds or more and designed primarily for:
    - Snow removal;
    - Road maintenance, but not construction or resurfacing; or
    - Street cleaning;

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However, equipment with a gross vehicle weight of less than 1000 pounds which is designed primarily for use on highways will also be considered "auto";

#### 13. Newly Acquired Or Formed Organizations

Under **Section II – Who Is An Insured**, paragraph **4.a.** is replaced in its entirety by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

#### 14. Non-Owned Watercraft

Under **Section I – Coverage A**, paragraph **2 Exclusions, g.(2)** is replaced in its entirety by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge.

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

#### 15. Personal Injury – Broad Form

- (1) Under **Section I – Coverage B**, paragraph **2.a.(5)** is deleted in its entirety.
- (2) Under **Section V – Definitions**, definition **14**, paragraph **b.** is replaced in its entirety by the following:
  - b. Malicious prosecution or abuse of process.
- (3) Under **Section V – Definitions**, definition **14**, paragraph **h.** is added as follows:
  - h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
    - (1) Not done intentionally by or at the direction of:
      - (a) The insured;
      - (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and
    - (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.
- (4) This coverage does not apply if **Coverage B – Personal and Advertising Injury Liability** is excluded either by the provisions of the Coverage Part of by endorsement.

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26997377 | 10BINKLBAR | 3/20/15-16 BB & Baseline CASUALTY MASTER | (HOU) Angela Garza | 10/21/2015 11:50:07 AM (CDT) | Page 8 of 13

#### 16. Product Recall Expense

- (1) Under **Section I – Coverage A**, paragraph **2 Exclusions, n.** is replaced in its entirety by the following:

##### n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "Product recall expenses" resulting from:

- (1) Failure of any products to accomplish their intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
- (7) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

- (2) Under **Section II – Who Is An Insured**, paragraph **4.d.** is added as follows:
  - d. Coverage A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- (3) Under **Section III – Limits of Insurance**, paragraph **3.** is replaced in its entirety by the following:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under Coverage A because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
    - b. "Product recall expenses".
  - (4) Under **Section III – Limits of Insurance**, paragraph 8. is added as follows:
    8. Subject to 5. above, \$100,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.
  - (5) Under **Section IV – Commercial General Liability Conditions, Condition 2 – Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph f. is added as follows:
    - f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
      - (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
      - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
  - (6) Under **Section V – Definitions**, the following definitions are added:
    24. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
    25. "Product recall expense" means:
      - a. Necessary and reasonable expenses for:
        - (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
        - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
      - (3) Remuneration paid to your regular "employees" for necessary overtime;
      - (4) Hiring additional persons, other than your regular "employees";
      - (5) Expenses incurred by "employees" including transportation and accommodations;
      - (6) Expenses to rent additional warehouse or storage space;
      - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and
    - b. Your lost profit resulting from such "covered recall".
17. **Property Damage Legal Liability (Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage)**
  - (1) The word **fire** is changed to **fire, lightning, explosion, smoke and leakage from fire protective systems** where it appears in the Limits of Insurance section of the Declarations for the Commercial General Liability Coverage Part.
  - (2) Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced in its entirety by the following:
 

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III). This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.
  - (3) Under **Section III – Limits of Insurance**, paragraph 6. is replaced in its entirety by the following:
    6. Subject to 5. above, the higher of:
      - a. \$500,000; or

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- b. The Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "property damage" from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.
- (4) Under **Section IV – Commercial General Liability Conditions**, Condition 4. **Other Insurance**, paragraph b.(2) is replaced by the following:
  - b.(2) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (5) Under **Section V – Definitions**, definition 9. **"Insured contract"**, a. is replaced in its entirety by the following:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
- (6) This coverage does not apply if Fire Damage Legal Liability of **Coverage A** is excluded either by the provisions of this Coverage Part or by endorsement.

- d. We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

#### 20. Unintentional Failure to Notify

Under **Section IV – Commercial General Liability Conditions**, Condition 2. – **Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph g. is added as follows:

- g. Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

#### 18. Supplementary Payments Increased Limits

Under **Section I – Supplementary Payments, Coverages A and B**, paragraphs 1.b. and 1.d. are replaced in their entirety as follows:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.

#### 19. Unintentional Failure to Disclose Hazards

Under **Section IV – Commercial General Liability Conditions**, Condition 6. – **Representations**, paragraph d. is added as follows:

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

**TEXAS CHANGES – AMENDMENT OF CANCELLATION  
PROVISIONS OR COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

**SCHEDULE**

1.	<b>Name:</b> City of Bryan Attn: Risk Management Department
2.	<b>Address:</b> City of Bryan Attn: Risk Management Department PO Box 1000 Bryan TX 77805
3.	<b>Number of days advance notice:</b> 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b>  BLANKET AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**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  
  
Blanket Waiver  
ONLY WHERE REQUIRED BY CONTRACT  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. **Operations:**  
ENGINEER OR ARCHITECT
- 3. **Premium:**  
The premium charge for this endorsement shall be 2 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 described.
- 4. **Advance Premium:**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured	Policy No. WLDA23163701	Endorsement No. Premium \$
Insurance Company	Countersigned by _____	

**WC 42 03 04 A**  
(Ed. 1-00)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER John L. Wortham & Son, L.P. PO Box 1388 Houston, TX 77251-1388	CONTACT NAME: John L. Wortham & Son, L.P. PHONE (A/C, No, Ext): 713-526-3366 FAX (A/C, No): 713-521-1951 E-MAIL ADDRESS:
www.worthaminsurance.com	INSURER(S) AFFORDING COVERAGE INSURER A : Endurance American Specialty Insurance Co. NAIC # 41718 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Binkley & Barfield, Inc. 1710 Seamist Drive, Suite 201 Houston, TX 77008 713-869-3433	

**COVERAGES**

CERTIFICATE NUMBER: 26993399

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD_WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		DPL10007756300	9/11/2015	9/11/2016	\$1,000,000 Each Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract-Engineering Services

**CERTIFICATE HOLDER****CANCELLATION**

City of Bryan Attn: Risk Management Department P. O. Box 1000 Bryan TX 77805	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE John L. Wortham & Son, L.P. <i>John L. Wortham &amp; Son, L.P.</i>
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ACORD 25 (2014/01)

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NOT TO SCALE

**Attachment B**  
**Road Construction - South College Ave**  
**(Villa Maria Rd to Sulphur Springs Rd)**  
**Includes Utility Improvements**



**Legend**

- S College Ave Ph 1 Street Reconstruct Project
- Water Imprmts - S College Av Ph 1-2015
- Sewer Imprmts - S College Av Ph 1-2015
- Ped Locations - S College Av Ph 1-2015
- Traffic Signals Locations
- Bryan City Limits
- BCAD Parcels

# Attachment C Construct Sidewalks - South College Ave Villa Maria Rd to South City Limits



**Cavitt Ave - Bike Route  
E Villa Maria Rd to East Side City Limits  
Sulphur Springs Rd - Bike Route  
S College Ave to Cavitt Ave**

**S College Ave  
Sidewalks East Side  
Villa Maria Rd to East Side City Limits**

**S College Ave  
Sidewalks West Side  
Villa Maria Rd to Brookside Dr**

**Shared Use  
Pathway**

**CS - Future S College Ave Pedestrian/Bike  
City Limits to University Dr (SH-60)**

**Legend**  
Transportation Alternatives Program  
Type

- Bike
- Pedestrian
- Shared Path Route
- CS Future Projects
- Traffic Signals Locations
- BISD SCHOOLS
- Bryan City Limits
- BCAD Parcels

