

GENERAL SERVICE CONTRACT WITH THE CITY OF GEORGETOWN, TEXAS

This General Service Contract is by and between the **City of Georgetown**, a Texas Home-Rule Municipal Corporation (the “City”), and **LJA Engineering, Inc.** (the “Contractor”), for the following work: **Real Estate Services** as described in the Scope of Services attached as **Exhibit A**.

- 1. Scope of Services.** Contractor agrees to provide the services described in **Exhibit A**, which is attached and incorporated herein and detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in **Exhibit B**, which is attached and incorporated herein. Each Task Order will specify which services listed in **Exhibit A** shall be provided for a Specific Project. This Agreement is not a commitment by City to Contractor to issue any particular Task Order. A Task Order will be effective when executed by City and Contractor. Contractor will not perform under any prospective Task Order, unless and until a Task Order is executed by City and Contractor.
- 2. Compensation.** The compensation paid by the City to the Contractor shall be established in each Task Order approved by both Parties pursuant to Paragraph 1 above, subject to the payment schedule in **Exhibit B**, which is attached and incorporated herein.
- 3. Payment Application.** Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.
- 4. City’s Payment and Approval.** All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with Agreement.
- 5. Term.** The initial term of the Agreement is for one (1) year with the option to renewal for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.
- 6. Executed Contract.** The “Notice to Proceed” will not be given nor shall any work commence until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.
- 7. Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the services except in the event of

a duly authorized change order approved by the City as provided in this Contract.

- 8. Dispute Resolution.** If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.
- 9. Independent Contractor.** It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Agreement does not create a joint venture.
- 10. Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
- 11. Insurance.** Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are set forth in **Exhibit D**. Contractor's insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.
- 12. INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER**

THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

13. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

14. Performance. Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

15. Termination for Convenience. The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

16. Termination for Cause. In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party.

17. Termination for Cause. In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party.

- 18. Governing Law and Venue.** This Agreement 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 Williamson County, Texas.
- 19. Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 20. Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
- 21. Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
- 22. Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 23. Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph.
- 24. Entire Agreement.** This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 25. Effective Date.** This Agreement will be effective when it is signed by the last party making it fully executed.
- 26. Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor:

Notice to the City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
David.Morgan@georgetown.org

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
Skye.Masson@georgetown.org

- 27. Contractor Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code*, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees, or (2) does not currently boycott Israel and will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 28. Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 29. Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.
- 30. Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.
- 31. Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.
- 32. Exhibits.** All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

List of Exhibits

- A. Scope of Services
- B. Task Order
- C. Payment Schedule
- D. Insurance Requirements
- E. Certificates of Insurance

LJA ENGINEERING, INC.

CITY OF GEORGETOWN

By:_____

By:_____

Mayor, City of Georgetown

Printed Name:_____

Date:_____

Title:_____

APPROVED AS TO FORM:

Date:_____

City Attorney

Date:_____

EXHIBIT A

Scope of Services

Contractor shall provide Real Estate support services to the City, which will include but may not be limited to, the following services as specifically set out in a Task Order for each assigned project:

1. COMMUNICATION AND PROJECT ADMINISTRATION

- 1.1.** All project files must be available to the City at all times.
- 1.2** Monthly, or at intervals agreed upon by the City, summary reports of project expenses, including authorized amounts, amounts paid and budget forecasting.
- 1.3** Status reports of all parcel and project activities must be maintained and provided to the City monthly.
- 1.4** A schedule of all areas of work, including anticipated commencement and completion dates, must be provided to the City within 30 calendar days of the issuance of a task order.
- 1.5** Contractor must participate in project review meetings scheduled by the City.

2. FILE MANAGEMENT

- 2.1** All working files must be maintained at the Contractor's project administration offices.
- 2.2** All files and documents must be made available to the City immediately upon request.
- 2.3** Upon completion of any project, as determined by the City, a copy of all files associated with the project must be provided to the City.
- 2.4** Invoices must be prepared and submitted monthly to the City. All invoices must contain an itemized, detailed description of the services performed and charges therefor.
- 2.5** Contractor must retain copies of all correspondence and documentation of all contact with parties involved in any acquisition negotiations, including but not limited to property owners, lenders, lease holders or holders of any other rights in title, involved legal counsel, other agencies, or any party with whom Contractor had contact related with the Project, for a period of time to be specified by the City for each project.

3. TITLE AND CLOSING SERVICES

- 3.1** Contractor shall secure preliminary title commitment from a title company specified by the City. Any title company charges for the preliminary title commitments shall be paid directly by the City and must not be included in Offeror's cost/fee schedule.
- 3.2** Contractor shall secure title commitment updates in accordance with applicable insurance rules and regulations for parcel payment submissions. Any title company charges shall be paid directly by the City and must not be included in Offeror's cost/fee schedule.
- 3.3** Contractor shall secure title insurance for all parcels acquired, insuring acceptable title to the City. Advance written authorization from the City is required for any exceptions to title insurance. Any title company charges for the title insurance shall be paid directly by the City

and must not be included in Offeror's cost proposal/fee schedule.

- 3.4 Charges for the curative services necessary to provide clear title to the City are the responsibility of the Contractor and must be included in the Offeror's fee schedule for this service. Charges may not include costs/expenses that qualify as payment of incidental expenses to transfer real property to the State of Texas, if applicable.
- 3.5 Contractor shall be responsible for direct contact with the title company to obtain updated title commitments along with other forms and certified copies of instruments of conveyance necessary when requesting funds from the City for property purchases.
- 3.6 Contractor shall provide closing services in conjunction with the title company and must attend closings as requested by the City.
- 3.7 Any fee related to obtaining certified court documents, and fees for recording same, which are not collected at the closing of the parcel, shall be direct pass through fees. Contractor may be required to submit proof of fees.
- 3.8 Contractor shall cause the recording of all original instruments immediately after closing at the appropriate County Clerk's office. Fees for the recording and/or filing of documents shall be paid directly by the City and must not be included in Offeror's cost/ fee schedule.

4. NEGOTIATION SERVICES

- 4.1 Contractor shall analyze preliminary title report to determine potential title problems and shall propose methods to cure title deficiencies.
- 4.2 Contractor shall analyze appraisal and appraisal review reports and confirm the City's approved value prior to extending an offer for a parcel.
- 4.3 Contractor shall undertake negotiations for any acquisition for the Project in accordance with applicable local, State, and Federal law. Contractor shall deliver the Landowner Bill of Rights to each property owner in accordance with the applicable law and obtain written proof of owner's receipt thereof.
- 4.4 Contractor shall prepare the initial offer letter, memorandum of agreement, instruments of conveyance and any other documents required or requested by the City, on forms approved by the City.
- 4.5 Contractor shall contact each property owner or the property owner's designated representative to present the written offer in person (when practical) and to deliver the appraisal report. Upon acceptance of the offer by the property owner, Contractor must maintain follow up contacts and secure any other necessary instruments for closing.
- 4.6 Contractor must provide a copy of the appraisal report for the subject property exclusively to the property owner, or their authorized representative, at the time the offer is presented, and obtain written proof of owner's receipt thereof. The original signed receipt of the appraisal must be retained with the file.
- 4.7 Contractor must respond to the property owner's inquiries verbally and/or in writing within

three (3) business days.

- 4.8 Contractor must prepare a separate negotiator contract report for each substantive contact with the property owner.
- 4.9 Contractor must maintain parcel files, including all original documentation, related to the transaction.
- 4.10 Contractor must advise the property owner of the administrative settlement process. If a counteroffer is presented by the property owner, the Contractor must present such as offer to the City, along with the supporting documentation and a recommendation for response.
- 4.11 Contractor must prepare the final offer letter and all necessary documents of conveyance. Contractor shall only utilize forms approved by the City.
- 4.12 At the City's request, Contractor shall appear and provide expert witness testimony at Special Commissioners Hearing and/or trial.
- 4.13 Securing rights of entry is part of the general Negotiation Services covered in this Bid.

5. RELOCATION SERVICES

- 5.1 Contractor shall determine the applicability of the Uniform Relocation Assistance and Real Property Acquisition Act (1970), as amended, based on use of federal funds for any part of the project and, at the time of initial contact, shall notify all property owners and potential displaced persons of eligibility for relocation assistance.
- 5.2 As necessary, Contractor shall provide directly, or shall subcontract for and provide, relocation assistance services to all eligible parties impacted by the project, in an accordance with City policy, and applicable State and Federal law.
- 5.3 Be available for any appeals or hearings.

6. CONDEMNATION SUPPORT SERVICES

- 6.1 At the direction of the City, Contractor shall prepare an eminent domain packet copies of all documents required to initiate condemnation proceedings and submit the packets to the City's Legal Representative. Such documentation may include, but is not limited to, initial and final offer letters, negotiator reports, records of all communications with parties other than the City regarding the acquisition, appraisals, and updated title commitment.
- 6.2 At the City's request, the Contractor shall appear and provide expert witness testimony at Special Commissioners Hearing and/or trial. Fees for such appearances must be included in Offeror's cost/fee schedule.

7. DISPOSAL OF PROPERTY SERVICES

- 7.1 Provide written notification to the City of any clearance items not acquired or retained by property owner as part of the right-of-way acquisition.
- 7.2 Provide written notification to the City when buildings are vacant and ready for disposal. Coordinate with property owner to assure the clearance of personal property from the right-of-way. The City will initiate the environmental surveys as needed.

- 7.3** Prepare documentation (if any) necessary for disposal of improvements in accordance with state requirements including any environmental survey documentation.
- 7.4** Fee for Disposal of Property Services: Payment made per Parcel.
- 7.5** 100% Payment milestone upon acceptance by the City.

EXHIBIT B
Task Order Form

Exhibit B - Task Order No. _____, consisting of _____ pages.
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Task Order

In accordance with the General Service Contract between City and LJA Engineering, Inc. ("Contractor") for Real Estate Services, dated _____ ("Agreement"), City and Contractor agree as follows:

1. **Specific Project Data**

Title: _____

Description: _____

2. **Services of Contractor**

[Specify which portions of the general scope of services for Real Estate services to be performed.]

3. **Term:** The term of this Task Order shall be in effect until the services have been completed by Contractor, but in no event shall the term extend beyond _____.

4. **Payments to Contractor**

A. City shall pay Contractor for services rendered for this Task Order pursuant to the rates provided in the Agreement subject to a not-to-exceed amount of _____.

B. The terms of payment are set forth in Paragraph 11 of the Agreement unless modified in this Task Order.

5. **Attachments:** *[if needed]*

6. **Terms and Conditions:** Execution of this Task Order by City and Contractor shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Contractor is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

The Effective Date of this Task Order is _____, 20_____.

CITY:

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT C

Payment Terms

Compensation is based on **actual** hours of work/time devoted to providing described services. The Consultant will be paid at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expense, shall not exceed the amount set forth in an executed Task Order for Specific Project.

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

<u>Title</u>	<u>Hourly Rate</u>
Project Manager	\$ 185
*Expert Testimony Witness	\$ 185
<i>The Project Manager will serve this role in Acquisition or Condemnation Support</i>	
Asst. Project Manager	\$ 145
Senior Right of Way Agent	\$ 135
Junior Right of Way Agent	\$ 115
Senior Right of Way Technician	\$ 93
Right of Way Agent I	\$ 85
ROW Coordinator	\$ 55

Reimbursable Expenses

Mileage:	Current IRS rate/mile
Postage:	Current USPS per package type and weight
Courier Service:	Corporate Couriers and Logistics use, rarely necessary
Recording Fee:	Williamson County Clerk rates per page
Lien Release Fees:	Pass through lender application fees in varying amounts
Travel Fees:	None anticipated
Shipping:	Standard charges for FedEx, Lone Star Overnight, etc...per package type and weight

EXHIBIT D

Insurance Requirements

The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

- A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
- E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - 1. The insurance company is licensed and authorized to do business in the State of Texas
 - 2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - 3. All endorsements and coverages are included according to the requirements of this Agreement
 - 4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

- A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.

- B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. Workers' Compensation Insurance requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.
- B. The workers' compensation insurance shall include the following terms:
 - 1. Employer's Liability limits of \$1,000,000 for each accident is required.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - 3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VIII. Professional Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum

deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.

- C. For “claims made” policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

EXHIBIT E
Certificates of Insurance

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

The undersigned acknowledges that if Contractor is a "Company", as that term is defined in Texas Government Code Section 808.001 and is not a sole proprietorship, then Contractor certifies that it: (a) does not boycott Israel currently and will not boycott Israel during the term of this agreement; or (b) meets the requirements of an exception listed below.

This form is required to be attached to contracts for goods and services between the City and a Company with 10 or more full-time employees, when the contract has a value of \$100,000 or more that is paid wholly or partly from City funds.

For purposes of this form, the terms "Company" and "boycott Israel" have the meanings assigned by Texas Government Code Section 808.001, except that Texas Government Code Section 2271.001(2) excludes sole proprietorships from this definition of "Company".

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Date: _____

COMPLETE THIS SECTION ONLY IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE WRITTEN CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW.

Company is not required to provide the certification listed above because:

- ☐ My company is not a for-profit "Company" as defined above, pursuant to Texas Government Code Sections 808.001 and 2271.001(2).
- ☐ My company has less than 10 full-time employees.
- ☐ This is not a contract for goods and services to be provided to the City.