

**GENERAL SERVICE AGREEMENT WITH
THE CITY OF GEORGETOWN, TEXAS**

This General Service Agreement is entered into and made effective on the _____ day of _____, 2022 by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the “City”), and **InVeris Training Solutions, Inc.** (the “Contractor”), for the following work (“Work”), as described in the Scope of Services, attached as **Exhibit A**.

- 1. Payment.** In consideration for the services performed in the Scope of Services and Contractor’s completion of work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed **\$2,084,250.00** for equipment/installation and **\$69,230.76** for five (5) years of Maintenance.

- 2. Executed Agreement.** The Contractor shall not commence any Work under this Agreement until the City provides the written document informing Contractor of the dates beginning Work and the dates anticipated for Substantial Completion (the “Notice to Proceed”), which shall not occur until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Agreement. “Substantial Completion” means the date determined by the City when the Work, or a designated portion thereof, is sufficiently complete, in accordance with this Agreement, so as to be operational and fit for the use intended.

- 3. Contract Time. TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT.** The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order, which means a written modification of the Agreement between the City and Contractor, signed by both the City and Contractor. Failure to achieve Substantial Completion within the Contract Time *or* as otherwise agreed to in writing will cause damage to the City and may subject Contractor to liquidated damages of up to \$300/day. If Contractor fails to achieve “Final Completion,” which means the date determined the City on which the Work is fully and satisfactorily complete in accordance with the Agreement, in a reasonable time after Substantial Completion, Contractor shall be responsible for the City’s damages, including, but not limited to, additional inspection, project management, and maintenance cost to the extent caused by Contractor’s failure to achieve Final Completion.
 - a. Schedule Definitions.**
 - i. “Baseline Schedule” means the initial time schedule prepared by Contractor for the City’s information and acceptance that conveys Contractor’s and any subcontractors’ activities (including coordination and review activities), durations, and sequence of work related to the Work. The schedule clearly demonstrates the critical path of activities, durations, and necessary predecessor conditions that drive the end date of the schedule. The Baseline Schedule shall not exceed the Contract Time.

- ii. “Work Progress Schedule” means the continually updated time schedule prepared and monitored by Contractor that accurately indicates all necessary appropriate revisions as required by the conditions of the Work while maintaining a concise comparison to the Baseline Schedule.
- b. **Work Progress Schedule.** Contractor shall submit its Baseline Schedule for the Work not later than twenty-one (21) calendar days after the effective date of the Notice to Proceed to the City. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of close-out documents and acceptance of all the Work of the Agreement.
- c. **Schedule Updates.** Contractor shall update the Work Progress Schedule at least monthly to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit paper and electronic copies of the update to the City as directed, but as a minimum with each request for payment. The City has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Contractor must show the anticipated date of completion, reflecting all extensions of time granted through any Change Orders as of the date of the update. Contractor may revise the Work Progress Schedule when, in Contractor’s reasonable judgment, it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to the City via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact the City’s operations shall be communicated promptly to the City and shall not be incorporated into the revised Baseline Schedule without the City’s consent.
- d. **Completion of Work.** Contractor is accountable for completing the Work within the Contract Time, or as otherwise amended by Change Order.
 - i. If, in the City’s judgment, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, Contractor, when so informed by the City, shall immediately take action to increase the rate of work placement by:
 - a. An increase in working forces.
 - b. An increase in equipment or tools.
 - c. An increase in hours of work or number of shifts.
 - d. Expedite delivery of materials.
 - e. Other action proposed if acceptable to the City.
 - ii. Within ten (10) calendar days after such notice from the City, Contractor

shall notify the City in writing of the specific measures taken and/or planned to increase the rate of progress. Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the project. Should the City deem the plan of action inadequate, Contractor shall take additional steps or make adjustments as necessary to its plan of action until it meets with the City's approval.

- e. **Modification of the Contract Time.** When an excusable delay prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. The City will make an equitable adjustment and extend the number of days lost because of excusable delay. All extensions of time will be granted in calendar days.
- i. Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:
1. Changes in the Work that affect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by the City.
 2. Suspension of Work for unexpected natural events (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.
 3. Suspension of Work for convenience of the City, which prevents Contractor from completing the Work within the Contract Time.
- ii. No Damages for Delay. An extension of the Contract Time shall be the sole remedy of Contractor for delays in performance of the Work, whether or not such delays are foreseeable, except for delays caused solely by acts of the City that constitute intentional interference with Contractor's performance of the Work and then only to the extent such acts continue after Contractor notifies the City in writing of such interference. For delays caused by any act(s) other than the sole intentional interference of the City, Contractor shall not be entitled to any compensation or recovery of any damages including, without limitation, consequential damages, lost opportunity costs, impact damages, loss of productivity, or other similar damages. The City's exercise of any of its rights or remedies under the Agreement including, without limitation, ordering changes in the Work or directing suspension, rescheduling, or correction of the Work, shall not be construed as intentional interference with Contractor's performance of the Work regardless of the extent or frequency of the City's exercise of such rights or remedies.

- f. **Liquidated Damages.** The City may collect liquidated damages due from Contractor directly or indirectly by reducing the payment in the amount of liquidated damages stated in the Agreement.
- 4. **Contractor's Responsibilities.** Contractor is solely responsible for implementing the Work in full compliance with the Agreement and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the requirements. Contractor shall visit the Site before commencing the Work and become familiar with local conditions such as the location, accessibility and general character of the Site and/or building.
 - a. **Owner Equipment.** Contractor is responsible for damage or loss to any City-furnished or owned equipment or material that will be in the Contractor's care, custody, or control.
 - b. **Non-Compliant Work.** Should the City identify Work as non-compliant with the Agreement, the City shall communicate the finding to Contractor, and Contractor shall correct such Work at no additional cost to the City. The approval of Work or the City's failure to identify non-compliant Work does not relieve Contractor from the obligation to comply with all requirements of the Agreement.
 - c. **Acts and Omissions of Contractor, its Subcontractors and Employees.** Contractor shall be responsible for acts and omissions of his employees and all its subcontractors and their agents and employees. The City may, in writing, require Contractor to remove from the Project any of Contractor's or its subcontractor's employees whom the City finds to be careless, incompetent, unsafe, uncooperative, disruptive, or otherwise objectionable.
- 5. **Project Completion and Acceptance.** When Contractor considers the entire Work or part thereof Substantially Complete, it shall notify the City in writing that the Work will be ready for Substantial Completion inspection on a specific date.
 - a. **Equipment Manuals.** Prior to the Substantial Completion inspection, Contractor shall furnish a copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties, and like publications or parts for all installed equipment, systems, and like items. Delivery of these items is a prerequisite for requesting the Substantial Completion inspection.
 - b. **Substantial Completion Inspection.** Contractor and the City will jointly attend the Substantial Completion inspection, which shall be conducted by the City or its delegate. If the City concurs with the determination of Contractor that the Work is Substantially Complete, the City will issue a Certificate of Substantial Completion establishing the date of Substantial Completion and identifying responsibilities for security, insurance, and maintenance, along with a list of Punchlist items (the pre-final Punchlist) for completion prior to final inspection. If the City occupies the building upon determination of Substantial Completion, Contractor shall complete

all corrective Work at the convenience of the City, without disruption to the City's use of the building for its intended purposes. If the City determines that the Work is not substantially complete at the Substantial Completion inspection, it will give Contractor written notice listing cause(s) of the rejection. Contractor shall complete or correct all Work prior to requesting a second Substantial Completion inspection.

- c. **Final Completion Inspection.** Contractor shall complete the list of items identified on the pre-final Punchlist prior to requesting a final inspection. Unless otherwise specified, or otherwise agreed in writing by the parties as documented on the Certificate of Substantial Completion, Contractor shall complete and/or correct all Work within thirty (30) days of the Substantial Completion date. Upon completion of the pre-final Punchlist work, Contractor shall give written notice to the City that the Work will be ready for final inspection on a specific date. Contractor shall accompany this notice with a copy of the updated pre-final Punchlist indicating resolution of all items. On the date specified or as soon thereafter as is practicable, the City and Contractor will inspect the Work. The City will submit to Contractor a final Punchlist of open items that the inspection team requires corrected or completed before final acceptance of the Work, and Contractor must complete these items within seven (7) days of receiving the final Punchlist. Contractor must correct or complete all items on the final Punchlist before requesting final payment.

6. City Terms Prevail. In the event there is a conflict between a term in **Exhibit A** and a term in this agreement, the terms of this agreement shall prevail.

7. Payment Applications.

- a. **Progress Payments.** Contractor must submit monthly invoices to the City, accompanied by an explanation of charges, fees, services, and expenses ("Payment Application"). The City will pay progress payments for such Payment Applications in compliance with the Texas Prompt Payment Act. Progress payments are made provisionally and do not constitute acceptance of work not in accordance with the Agreement. The City will not process progress Payment Applications for Change Order Work until all parties execute the Change Order. For purposes of Texas Government Code § 2251.021(a)(2), the date the performance of service is complete is the date when the City approves the Payment Application.
- b. **Retainage.** The City will withhold from each progress payment, as retainage, five (5) percent of the total earned amount, the amount authorized by law. Retainage is managed in conformance with Texas Government Code, Chapter 2252, Subchapter B. Contractor shall not withhold retainage from its subcontractors and suppliers in amounts that are any percentage greater than that withheld in its Contract with the City under this subsection. Contractor shall provide written consent of its surety for any request for reduction or release of retainage. The City may reduce any progress payment to the extent necessary to protect the City from loss on account of actions of Contractor including, but not limited to, Contractor's failure to include the appropriate amount of retainage for that periodic progress payment.

- c. **Final Payment.** Within **seven (7)** calendar days of completion of the services, including all items on the final Punchlist, the Contractor will submit its final payment application to the City (“Final Payment Application”). This Final Payment Application shall include Contractor’s final invoice for any Work that has been completed for which an invoice has not been submitted, amounts owing to adjustments resulting from approved Change Orders, and release of remaining Contractor’s retainage.
 - i. Contractor shall submit consent of surety to final payment form and an affidavit that all payrolls, bills for materials and equipment, subcontracted work, and other indebtedness connected with the Work, except as specifically noted, are paid, will be paid, after payment from the City or otherwise satisfied within the period of time required by Texas Government Code, Chapter 2251. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims and liens arising out of the Contract. Contractor may not subsequently submit a claim on behalf of subcontractors or vendors unless Contractor’s affidavit notes that claim as an exception.
 - ii. The City may deduct from the final payment all sums due from Contractor. If the City notes any Work remaining, incomplete, or defects not remedied, it may deduct the cost of remedying such deficiencies from the final payment.
 - iii. Final payment is due and payable, subject to all allowable offsets and deductions, on the thirtieth (30th) day following the City’s approval of the Contractor’s Final Payment Application. If Contractor disputes any amount deducted by the City, Contractor shall give notice of the dispute on or before the thirtieth (30th) day following receipt of final payment. Failure to do so will bar any subsequent claim for payment of amounts deducted.
- 8. 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.
- 9. Non-Appropriation.** This Agreement is a commitment of City’s current revenues only. The City shall have the right to terminate this Agreement at the end of any City fiscal year

if the governing body of the City does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Consultant a written notice of termination at the end of its then-current fiscal year.

10. 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 Agreement.

11. 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.

a. *Duty to pay Prevailing Wage Rates.* The Contractor shall comply with all requirements of Chapter 2258, Texas Government Code (as amended), including the payment of not less than the rates determined by the City Council of the City of Georgetown to be the prevailing wage rates in accordance with Chapter 2258. Such current prevailing wage rates are made part of these Contract Documents and can be found at <https://www.wdol.gov/wdol/scafiles/davisbacon/TX>.

b. *Penalty for Violation.* A Contractor or any subcontractor who does not pay the prevailing wage shall, upon demand made by the City, pay to the City \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the prevailing wage rates stipulated in these contract documents. This penalty shall be retained by the City to offset its administrative costs, pursuant to Texas Government Code 2258.023.

12. 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 C**. Contractor’s insurance certificate satisfying the City insurance requirements is attached as **Exhibit D**.

13. 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 AGREEMENT. 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. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY.

14. 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.

15. Performance. Contractor, its employees, associates, and/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 in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

16. Contractor's General Warranty and Guarantee. Contractor warrants to the City that all Work will be executed in accordance with the Agreement, complete in all parts and in accordance with approved practices and customs, and of the required finish and workmanship. Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Agreement are new. The City may, at its option, agree in writing to waive any failure of the Work to conform to the Agreement, and to accept a reduction in the price for the cost of repair or diminution in

value of the Work by reason of such defect. Absent such a written agreement, Contractor's obligation to perform and complete the Work in accordance with the Agreement is absolute and is not waived by any inspection or observation by the City, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by the City, at any time, or by any repair or correction of such defect made by the City.

- a. **Warranty Period.** Except as may be otherwise specified or agreed, Contractor shall repair all defects in materials, equipment, or workmanship that appear within one (1) year from the date of Substantial Completion of the Work.
- b. **Corrections.** Upon receipt of written notice from the City, or any agent of the City designated as responsible for management of the warranty period, of the discovery of a defect, Contractor shall promptly remedy the defect(s), and provide written notice to the City and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to the City, or if Contractor fails to remedy within thirty (30) days, or within another period agreed to in writing, the City may correct the defect and be reimbursed the cost of remedying the defect from Contractor or its surety.

17. Termination and Suspension.

- a. **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.
- b. **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. In addition to all other remedies available under law and in equity, the City may remove the Consultant from the City's Vendor list in the event that this Agreement is terminated for cause and any offer submitted by the Consultant may be disqualified for up to three (3) years.
- c. **Suspension of the Work for Cause.** The City may, at any time without prior notice, suspend all or any part of the Work if, after reasonable observation and/or investigation, the City determines it is necessary to do so to prevent or correct any condition of the Work which constitutes an immediate safety hazard or which may reasonably be expected to impair the integrity, usefulness or longevity of the Work when completed. If the City determines that the cause of the suspension was within

the control of Contractor, Contractor will not be entitled to an extension of time for delay resulting from the suspension. If the City determines the cause was not within the control of Contractor, and the suspension has prevented Contractor from completing the Work within the Contract Time, the suspension is an excusable delay and a time extension will be granted through a Change Order.

18. Construction Bonds. Contractor is required to tender to the City, prior to commencing the Work, performance and payment bonds, as required by Texas Government Code Chapter 2253.

- a. **Bond Requirements.** Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the City, on the City's form, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than ten (10) percent of the surety's capital and surplus, the City may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to the City.
 - i. A performance bond is required if the payment price exceeds \$100,000. The performance bond is solely for the protection of the City. The performance bond is to be for the payment price to guarantee the faithful performance of the Work in accordance with the Agreement. The form of the bond shall be approved by the Office of the Attorney General of Texas. The performance bond shall be effective through Contractor's warranty period.
 - ii. A payment bond is required if the Contract price is in excess of \$5025,000. The payment bond is to be for the Contract Sum and is payable to Owner solely for the protection and use of payment bond beneficiaries. The form of the bond shall be approved by the Office of the Attorney General of Texas.
 - iii. Payment and performance bonds are due before execution of a contract on competitively bid or competitively sealed proposal projects.
- b. **Power of Attorney.** Each bond shall be accompanied by a valid power of attorney (issued by the surety company and attached, signed, and sealed with the corporate embossed seal, to the bond) authorizing the attorney-in-fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.
- c. **Bond Indemnification.** The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Government Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR

PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

- d. **Furnishing Bond Information.** The City shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Government Code § 2253.026.
 - e. **Claims on Payment Bonds.** Claims on payment bonds must be sent directly to Contractor and its surety in accordance with Tex. Government Code § 2253.041. All payment bond claimants are cautioned that no lien exists on the funds unpaid to Contractor on such Contract, and that reliance on notices sent to the City may result in loss of their rights against Contractor and/or his surety. The City is not responsible in any manner to a claimant for collection of unpaid bills and accepts no such responsibility because of any representation by any agent or employee.
- 19. Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Agreement. Contractor shall deliver all documents or other work product to the City upon request, including original versions if specified in the request.
- 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. Confidential Information.** Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Parties shall endeavor to designate Confidential Information as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. This paragraph shall survive the term of the Agreement.
- 22. 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 Consultant:

_InVeris Training Solutions, Inc. ___
ATTN: Bobby Rivers
296 Brogdon Rd.
Suwanee, GA 30024 ____
(678) 288-1349
Bobby.rivers@InVerisTraining.com

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

23. Independent Contractor. The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Consultant's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Consultant shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. 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.

24. Laws and Regulations.

- a. Contractor shall give all notices required by and shall comply with any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction ("Laws and Regulations") applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, the City shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- b. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

- 25. Force Majeure.** The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.
- 26. Nondiscrimination.** The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.
- 27. Right to Audit.** The Consultant agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Consultant records related to the performance under this Agreement. The Consultant shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.
- 28. Advertising and Publicity.** Consultant shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.
- 29. Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Vendor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 30. 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.
- 31. Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 32. Contractor Certification Regarding Boycotting Firearm And Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries;

and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- 33. No Waiver.** 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.
- 34. Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 35. 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.
- 36. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.
- 37. 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.
- 38. 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.
- 39. 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.
- 40. Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.

41. Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

42. Entire Agreement. This Agreement, with all exhibits, attachments, and appendices attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

List of Exhibits

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

[signatures on the following page]

THE CITY OF GEORGETOWN

Signature: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Robyn Densmore, City Secretary

Approved as to form:

Skye Masson, City Attorney

INVERIS TRAINING SOLUTIONS, INC.

Ronda
Butler:A0109B300000175092
028FB00003A34

Digitally signed by Ronda
Butler:A0109B300000175092028FB0
0003A34
Date: 2022.08.17 17:40:12 -04'00'

Signature: _____
Name: Ronda Butler
Title: Director of Commercial Contracts
Date: 8/17/2022

EXHIBIT A SCOPE OF SERVICES

The terms and conditions of this Agreement shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

The City's new 15,500 SF facility will contain a 15 bay, 50-yard tactical hybrid indoor/outdoor firing range. This state-of-the-art firing range will enable the City of Georgetown's police officers and other law enforcement to perform mandatory qualifications and training.

InVeris' to provide reliable proven live fire products and complete solutions that are in use by militaries and law enforcement agencies worldwide.

Notice of Award (NOA)

Upon NOA, InVeris will assign a Program Manager (PgM) to the order. The PgM will coordinate all internal activities and is the City's primary point of contact during contract performance. The PgM will maintain the project schedule, administer the submittal process, monitor the manufacturing and quality control processes, assures contract adherence, coordinate delivery and installation, initiate the internal warranty process, and close out the project file. The PgM will remain the primary point of contact throughout the warranty and maintenance period for issues not related to Customer Service calls.

Program Management

The PgM will convene a project team at time of award, comprised of the PgM, project engineer, range configuration specialist, commercial/contracts specialist, and program administrator. In addition, members of the engineering group, compliance department, and quality group join the team as required. The project team configures the product configuration, initiates the manufacturing process, and sets the internal production schedule.

The PgM will also coordinate with the Compliance Department any export licenses and completion of ITAR documentation (as required).

The PgM will coordinate the onsite technical support offered in this order, including as needed a design visit, a pre-installation survey by the field technician, the number of trips required to provide adequate technical support and supervision to the installation crew.

Integrated Quality, Safety Management/Environmental, Safety and Health

Construction practices and safety are part of a continuing process within InVeris' technical support staff. Specialized field personnel complete an annual training program, including 40 hours of OSHA training certification. All field personnel are trained on Identifying Hidden Hazards, Verbal Hazard Communication, Visual Hazard Communication, Gathering & Interpreting Data, Accountability, Knowledge of Regulatory Organizations and Continuous Improvement.

Engineering Quality Assurance

InVeris has been certified to ISO 9000 since 1998 and is currently certified to ISO 9001:2015 by BSI (Certificate # FS 584676) with an expiration date of 1 September 2022. InVeris flows our Quality Assurance (QA) standards down to all our suppliers and subcontractors, to assure the final product quality meets InVeris and our customer's standards. InVeris QA and life-cycle support efforts are aided by a dedicated Documentation Control Department with established independent policies and procedures.

Installation & Testing

InVeris has been providing range equipment to commercial customers, military, and law enforcement agencies around the world since 1926. In that time, we have learned that the most cost effective and efficient way to install our products is by providing expert technical support and guidance to local contractors. It is not cost effective for us to have a crew of workers traveling from our factory to customer sites around the globe. It is also not feasible for us to maintain intimate knowledge of the local building requirements, and practices in so many locations. It is far more effective for us to provide expertise and training on our equipment to contractors with construction experience and expertise specific to that locale.

InVeris provides an experienced Field Service Technician (FST) to supervise the installation. Prior to the FST's initial trip, all improvements to the buildings/facades that will house range equipment, including installation of the electrical and mechanical systems, should be completed. On the initial trip (prior to equipment arrival) the FST will survey the site and work with the General Contractor and Installation Supervisor to identify and resolve construction coordination issues (conflicts) and verify installation sequence and schedule. The FST will work with the installers to establish site logistics, sequence of installation, and properly locate (lay-out) the range equipment. The FST will also train the installation crew in product identification and best practices for unpacking and staging.

The FST works with the installation crew reviewing and revising the layout as required resolving conflicts with work in place and updating the installation schedule. The FST trains the installation crews and foremen on product identification, assembly instructions, proper install techniques, best practices, and quality control (QC) points. When the FST departs the site, the installers continue with that portion of the work utilizing phone and email support as required. The FST works with the installation crew to resolve any issues that may arise during installation, provides technical support and/or clarifications as required, and conducts QC inspections of work in place. Any corrective actions identified during QC are documented and reviewed with contractor. As installation progresses, the FST conducts operational testing of all the range equipment (particularly targetry and controls) and makes any final adjustments to the equipment. As installation of all equipment in an individual range is completed, the FST will commission that range and prepare for acceptance testing.

Training

After the completion of installation and commissioning by the InVeris FST, and customer acceptance, a training session for operators and maintainers will be held. Following the completion of acceptance and training, the customer will take possession of the range, and the warranty and maintenance period will begin.

Extended Customer Support

InVeris will operate a responsive Help Desk Hotline to support our customers. This Hotline will be available to the City of Georgetown PD for problem resolution for the five (5) year warranty period. Hotline support includes answering questions on maintenance issues, providing additional information, confirming problems, and investigating their cause and providing suggestions for corrective actions and recommendations. The Help Desk Hotline is manned by our Repair Technicians during normal operating hours of 8:00am to 5:00pm EST. After these hours, an InVeris Technician is on standby to respond to emergency situations. Because of the time differences between various locations within the US, email is a common form of Hotline communication. A time may be set up to have an InVeris Technician assist the buyer outside normal InVeris operating hours. If spare parts are required to support operations, our service department can assist with placing these orders as well. See cost breakdown and extended Customer support options below.

Scope

The scope of work is to include the equipment and services listed below (including Annex A-Annex G below):

- Tactical firing range equipment to include the InVeris LE7500 Series GranTrap™ Bullet Trap rated for outdoor use and includes a stair stepped backplate, a solid box upper hopper bin incorporated into the frame of the bullet trap and tube or box steel frame (includes Bullet Trap Sidewall Plates); Ballistic Protection / Containment Baffles; Sound Abatement; Target Systems including InVeris' QuikTurn360™ (AA2) Turning Targets and DP29 Single Running Man Target; RangeMaster™ 10K (RM10K) Control System with touch screen and tablet controller; and Handgun and Rifle Clearing Traps.
- Services including delivery of the above equipment to coordinate with the progress of firing range construction; Installation, Training and Certified Inspection (project signoff); Operations and Maintenance Manuals; 12-Month Warranty; and 5 Year Maintenance Plan.

Preliminary project schedule for the City's PSOTC Firing Range project below.

Staff	Milestone	Time Frame
InVeris Shipping / Assigned Project Manager	Firing Range Equipment Delivery:	90-120 Days after receipt of order (ARO)
InVeris Installation Crew / Assigned Project Manager	Installation	Currently estimated at 65 days. Time is subject to change based on coordination with Construction Manager, once selected.
InVeris Installation Crew / Assigned Project Manager	Training, Testing and Acceptance: (Date to be scheduled with the City)	Approximately three (3) Days Onsite: InVeris' Field Service Representative will install, train, test and conduct system acceptance with the City / Georgetown PD Instructors.
Customer Support	Extended Customer Support:	As needed Online Support:

	<p>The City / Georgetown PD will receive extended support from our online Customer Service Help Desk Hotline phone/email or locally, from InVeris' Sales Representative.</p>	<p>Customer Service Help Desk Hotline: 800.344.6771 Customer Service Email: ITS-CustomerSupport@inveristraining.com</p>
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City may provide one potential resource of a storage facility for the InVeris equipment if delivery occurs prior to installation.

The PgM will maintain the project schedule, administers the submittal process, monitors the manufacturing and quality control processes, assures contract adherence, and coordinates delivery and installation. Upon the City's selection of a GC, the PgM will convene a Kick-off meeting with the entire project team to determine the frequency and nature of progress reports the City requires.

InVeris will provide and install all the equipment under contract with the City of Georgetown, and will adhere to all the agreed upon terms. Coordinate with the GC and ADG to ensure the successful completion of this project.

City Responsibilities

- Verify the ceiling structure within the range is capable of supporting the new range equipment and containing any errant type of secondary bullet impacts.
- Accepts responsibility to ensure the project site is ready to receive and install InVeris' products according to the contracted schedule.
- Resolve any conflict with HVAC, Plumbing or Electrical equipment in a timely manner. Conduit, A.C. wiring, A.C. Electrical Connections, lighting, and any duct work is specifically excluded from InVeris scope of work.

Cost Breakdown and Extended Customer Support

PART NO.	DESCRIPTION	QUANTITY	UNIT
BULLET TRAP			
LE7500-50Cal-OT-OD	Outdoor GranTrap™ with galvanized steel - 9' height granular rubber trap, 50 cal depth with angled armor plate upper replenishment bin. Open GranTex™ Design.	75	LF
LE7500SW	LE7500 TRSP-R - GranTrap™ 1/4" AR500 Sidewall plates. Set of 5 x 2 sidewalls.	1	SET
BALLISTIC PROTECTION			
EGD-4	Enclosure Guard – Rifle 3/8" AR500 with Rubber panel face (1 Row – 4' baffles)	300	SF
CBD-16	Containment Baffles - Rifle 3/8" AR500 / Plywood face with FTW. JA4D-16, 16ft. baffles per drawing (10 Rows – 16' baffles)	12,000	LF
BWN	Combat Wall - Rifle, 1/4" AR500 with 1" Shredded Rubber Plank (SRP), 150 ft. on the sidewalls of the range from the front of the trap – 10' height). No Plywood or SRP.	3,000	SF

PART NO.	DESCRIPTION	QUANTITY	UNIT
SOUND ABATEMENT			
TROY-BD-CBD	Acoustic Board, mineral wool safety ceiling, for use on the CB-D baffles	12,000	SF
TROY-BD-W	Acoustic Board, mineral wool safety ceiling, for use on the combat walls and the 2' section above the combat walls, also used on the 20 ft. behind the firing line on both sides up to 12 ft. tall.	3,840	SF
TARGET SYSTEMS			
QuikTurn360™ (AA2)	Stationary 360° Turning Target with Hit Sensing - Overhead Mounted.	15	EA
DP29	Single running man lateral target system to be controlled by RM10K – 75ft wide	1	EA
RM10K	Master Control Computer with Touch Screen and one (1) Tablet Controller	1	SYS
CLEARING TRAPS			
LE1213	Handgun Clearing Trap	1	EA
LE1216	Rifle Clearing Trap	1	EA
SERVICES			
SPPT-Full	Complete Unload, Installation, and Training Prevailing Wage Rates Included	1	LOT
MANUALS	Operations and Maintenance Manuals	1	LOT
WRTY	12-Month Warranty	1	LOT

PART NO.	DESCRIPTION	QUANTITY	UNIT
FRT-CPT	Freight & Delivery shall be CPT Jobsite (Georgetown, TX) in accordance with Incoterms® 2020.	1	LOT
BONDS	Payment & Performance Bonds	1	LOT
Total Base Offer Price		\$2,084,250.00	

Option 1A: Service and Maintenance Agreement – Year 1

PART NO.	DESCRIPTION	QUANTITY	UNIT	PRICE
SERVICE – Year 1	Two (2) Service Visits and Spare Parts Allowance	1	LOT	\$10,769.23
Option 1A Total Price <i>In addition to the Total Base Offer Price</i>				\$10,769.23

Option 1B: Service and Maintenance Agreement – Year 2

PART NO.	DESCRIPTION	QUANTITY	UNIT	PRICE
SERVICE – Year 2	Two (2) Service Visits and Spare Parts Allowance	1	LOT	\$14,153.84
Option 1B Total Price <i>In addition to the Total Base Offer Price</i>				\$14,153.84

Option 1C: Service and Maintenance Agreement – Year 3

PART NO.	DESCRIPTION	QUANTITY	UNIT	PRICE
SERVICE – Year 3	Two (2) Service Visits and Spare Parts Allowance	1	LOT	\$14,769.23
Option 1C Total Price <i>In addition to the Total Base Offer Price</i>				\$14,769.23

Option 1D: Service and Maintenance Agreement – Year 4

PART NO.	DESCRIPTION	QUANTITY	UNIT	PRICE
SERVICE – Year 4	Two (2) Service Visits and Spare Parts Allowance	1	LOT	\$14,769.23
Option 1D Total Price <i>In addition to the Total Base Offer Price</i>				\$14,769.23

Option 1E: Service and Maintenance Agreement – Year 5

PART NO.	DESCRIPTION	QUANTITY	UNIT	PRICE
SERVICE – Year 5	Two (2) Service Visits and Spare Parts Allowance	1	LOT	\$14,769.23
Option 1E Total Price <i>In addition to the Total Base Offer Price</i>				\$14,769.23

List of Annexes

Annex A: LE7500 50cal-OT-OD GranTrap™ Bullet Trap

Annex B: Ballistic Baffles and Guards

Annex C: Troy Board

Annex D: QuikTurn360™ (AA2) Target System

Annex E: DP29 Running Man Target System

Annex F: RangeMaster™ 10K (RM10K)

Annex G: Safe-N-Clear™ Handgun and Rifle

Annex A: LE5000 50cal-OT-OD GranTrap™ Bullet Trap



GRANTRAP™ BULLETTRAP

InVeris Training Solutions, makers of FATS® and Caswell technologies, has been the global leader in law enforcement training and commercial gun range products for over 90 years. Fielding over 15,000 ranges around the world, InVeris Training Solutions provides turnkey shooting range design, equipment and installation, and the logistic support necessary for today's fast-paced training environments.

InVeris

InVeris Training Solutions can help determine the GranTrap™ model to best meet your range needs. GranTrap model variations include:

- Captures up to 3600 ft-lbs of energy, excluding incendiary/tracer type rounds.
- Designed with rubber-faced upper vertical replenishment bins to maintain consistent GranTex™ media depths.
- Incorporates gum rubber covers atop the GranTex media for cleanliness and containment.
- 12' ft tail version available for longer distance capabilities.

LE7500-OT GranTrap (Pictured in this brochure)

- 3/8" AR500 armor impact plate provides additional downrange coverage.
- Extra-large replenishment bins for greater availability of GranTex media.
- Configured with exposed and uncovered GranTex media.

LE7500-OTR GranTrap

- Rubber-faced 3/8" AR500 plate provides additional downrange coverage and safety for tactical applications.
- Extra-large replenishment bins for greater availability of GranTex media.
- Incorporates self-healing gum rubber covers atop the GranTex media to ensure trap cleanliness.

LE7500-50 Cal Gran Trap and LE7512-50 Cal Gran trap

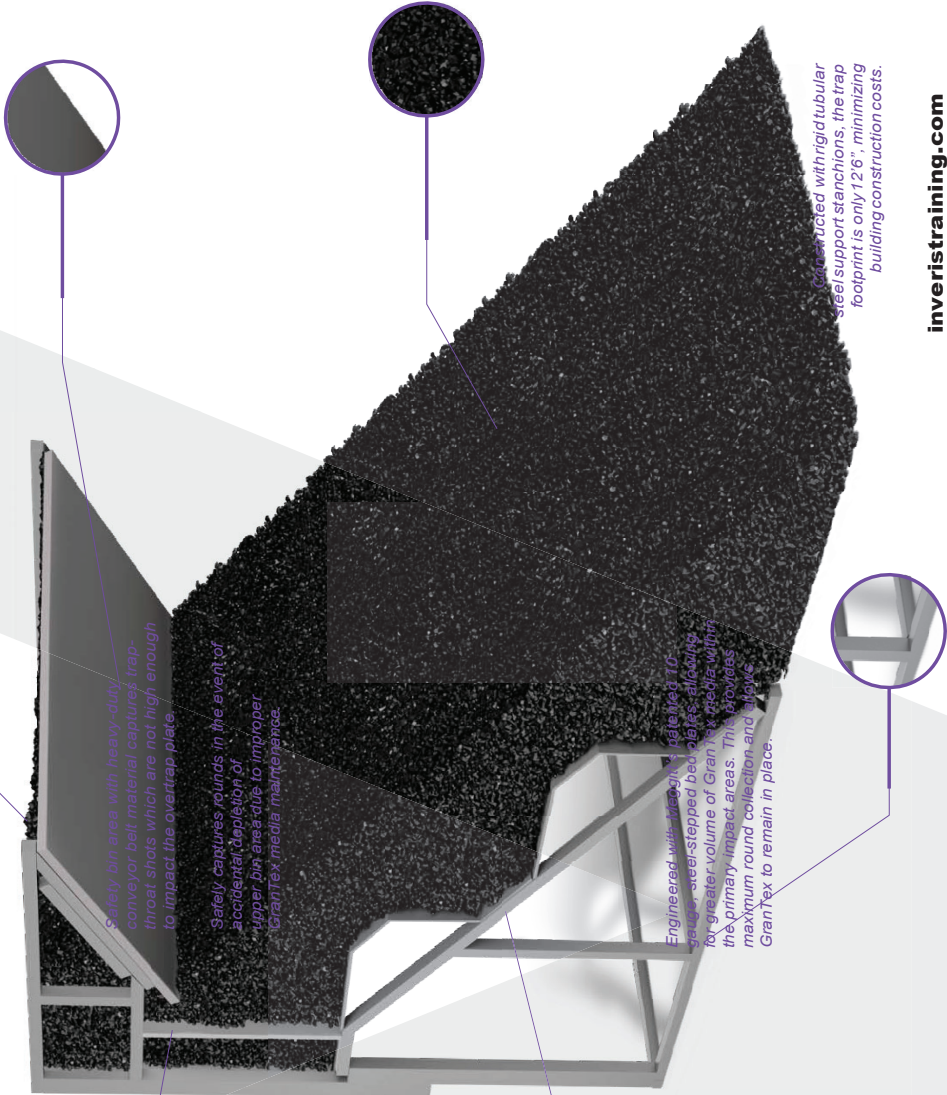
- Captures up to 8100 ft-lbs of energy, excluding incendiary/tracer type rounds.
- Designed to stop limited single fire rounds with up to 13,000 ft-lbs of energy such as 50 BMG with a limited and controlled rate of dispersion and under specific conditions with proper monitoring.
- Installed to only a 14' footprint depth for more flexibility with range configuration compared to the 25'-30' footprint depths required for most high energy steel rifle traps.
- 12' ft tail version available for longer distance capabilities.

All GranTraps are available for outdoor applications (OD) and engineered to withstand harsh environmental conditions by using non-corrosive materials. Outdoor versions utilize hot-dipped galvanized steel components and custom designed structural frames which shed water and condensation for long term durability.

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Upper bin refill area also acts as a gravity fed hopper to ensure GranTex media remains compacted and trap remains full.



Safety bin area with heavy-duty conveyor belt material captures trap-throat shots which are not high enough to impact the overtrap plate.

Safety captures rounds in the event of accidental depletion of upper bin area due to improper GranTex media maintenance.

Engineered with staggered steel steps to allow for greater volume of GranTex media within the primary impact areas. This provides maximum round collection and allows GranTex to remain in place.

Constructed with rigid tubular steel support stanchions, the trap footprint is only 12'6", minimizing building construction costs.

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GranTrap

3/8" AFR500 overtrap plate provides additional ballistic coverage, functions as a trap frontal refill bin area, and redirects high errant rounds downwards towards the trap.

This plate also provides additional protection for exhaust ductwork, electrical conduits, sprinkler systems, etc.

GranTex media has minimal belting and cording material for reduced risk of flash points and is engineered to meet size requirements for maximum round containment.

GranTrap Specifications

- Standard models capable of capturing handgun, shotgun (shot and slug included), and rifle (fully automatic and armor piercing included), jacketed, semi-jacketed and non-jacketed rounds. Includes rounds up to .308 caliber/7.62mm, including M16/223 caliber/5.56mm rounds with velocities of 900-3600 ft/sec (274-1097 m/sec) and up to 3600 ft-lbs (4880 N-m) of energy, excluding incendiary/tracer type rounds.
- Patented 10 gauge steel-stepped bed plate construction with a gravity-feed design that allows rubber to remain in place versus migrating downward towards the toe of the trap. This design ensures proper GranTex™ volumes within the primary impact areas for maximum round collection.
- GranTex media consists of chopped rubber which is predominately free of any cording, threads, fibers, or steel belting pieces.
- The GranTrap is a self-supporting trap assembled entirely by mechanical fasteners. The overtrap replenishment bin is part of the GranTrap's frame support assembly and does not require overhead support via chains/cables, bridging or rear wall attachment. No on-the-job cutting or welding is required for assembly.
- Constructed with rigid tubular steel support stanchions. All parts fit thru 36" wide door openings.
- Incorporates supplemental safety bins which provide additional ballistic protection.
- 12'6" footprint minimizes building construction cost since no ancillary space is needed behind trap.
- Designed to capture up to 75,000 rounds per shooting point, with the exception of LE7500-50Cal GranTrap.
- Available in standard (9') and custom (8' and 12') heights to meet all range requirements.

CLEANER Minimizes broken lead particles released at the trap area by capturing rounds intact, averting lead and jacket back splatter. Exhaust air filters last several times longer versus steel traps.

SAFER Close range shots and acute angled shots make the GranTrap ideal for tactical training in dynamic ranges.

QUIETER Due to the porous nature of how the GranTex media gathers and the almost non-existent sound of a round entering the media (versus steel plates), the GranTrap ensures a much quieter firing range.

Outdoor Model (OD) Specifications

- All metal support frames are hot-dipped galvanized with all assembly hardware either galvanized or stainless steel.
- Metal support frames incorporate weep/drainage holes to release rain water and condensation.
- The 3/8" AR500 upper replenishment bin plates are factory cleaned, coated with an inorganic zinc primer, and painted with a finish of marine multipurpose epoxy paint.

LE7500-50Cal

- Designed as a deeper bullet trap capable of handling muzzle velocities between 900 and 3,600 feet per second (274 to 1097 meters per second), or energy levels to 8,100 foot-pounds and occasional rounds up to 13,000 foot-pounds.
- The Reclining GranTrap LE7500-50Cal is not intended for use by .50cal weapons beyond three-round bursts.

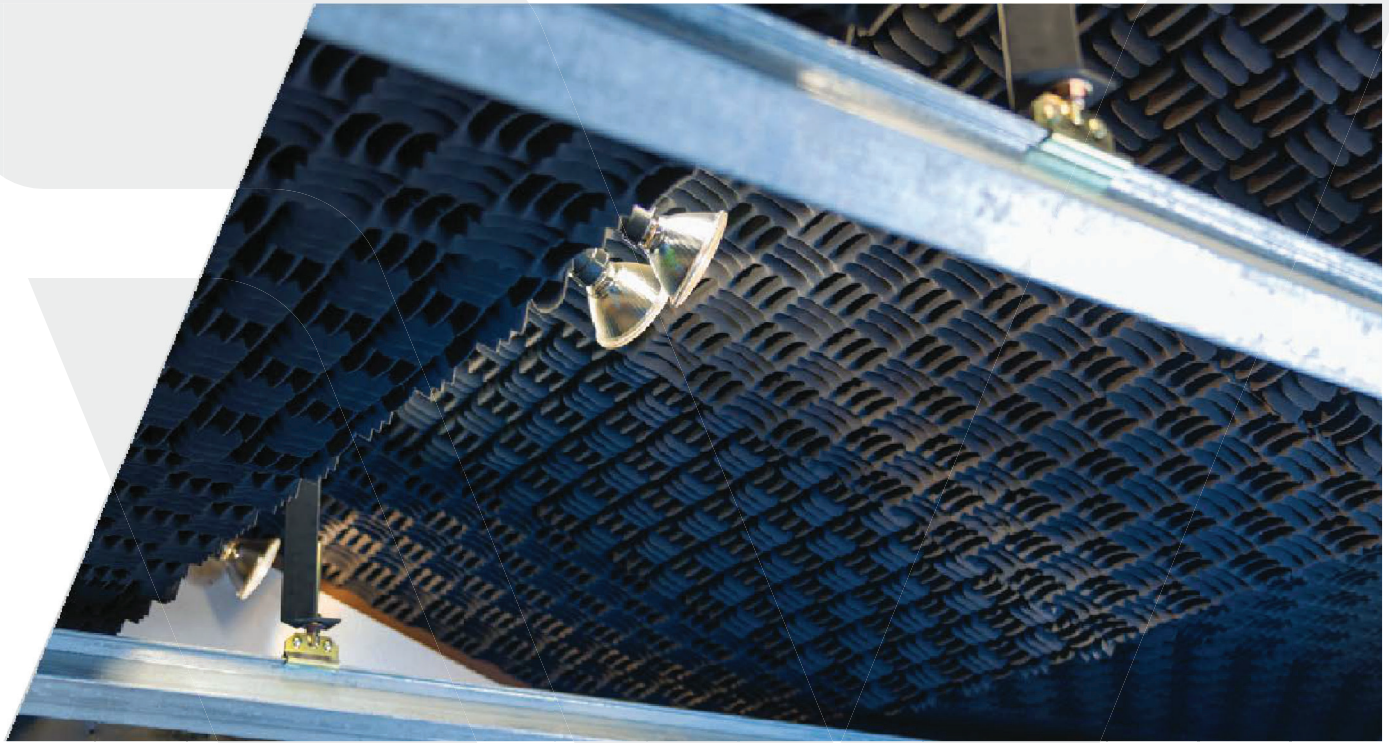
When using high powered rounds, increase monitoring of the GranTex depth levels to ensure that proper material volumes are maintained. Failure to do so could result in damage to the GranTrap and/or result in injury or death.



Rounds captured by the GranTrap are mostly intact, allowing for easy removal and recycling.

LE7512-OD GranTrap

Annex B: Ballistic Baffles and Guards



Ballistic Baffles and Guards

Since 1926, InVeris Training Solutions has been the industry leader in shooting range innovation, design, installation and equipment.

This experience shows the most critical areas of misdirected shots to compromise a shooter's safety is typically the area between the firing line to twelve feet downrange.

To reduce the shooter's risk of injury, InVeris' Air-Space Ceiling System is comprised of mixed layered panels strategically engineered to contain a misdirected round via the wood facing, containing them within the air space chamber after striking the steel backing plate. This prevents the bullet from exiting the panel or returning to the open range area. The air-space panels are suspended horizontally from the ceiling structure starting at the firing line and extending downrange the distance desired—specific to the customer's range design. After installation, acoustical material may be applied to the panel surfaces to assist in noise reduction. InVeris offers a variety of range containment and redirective panels

in various sizes and thicknesses (pistol through rifle rated), pending the specific range design needs.

Air-Space Baffle, Model JA4

- The ceiling, lights, ducts, pipes and range equipment are protected downrange by a series of angled air-space baffles.
- Suspended from the ceiling at prescribed angles to the floor, intervals are determined by ceiling height, range length and shooting activity.
- To complement the InVeris Training Solutions' drawing package, load weight computations and suggested baffle placements are provided.
- Rubber Air-Space Guard, Model JA8
- The rubber air-space guard is typically utilized for the furthest downrange panels nearest the rubber bullet trap.
- The panels are suspended vertically from the ceiling structure at a prescribed angle
- Steel Redirective Guard, Model JR5
- The redirective "bare steel" guards are typically utilized for the furthest downrange panels nearest the rubber bullet trap.
- The guard shelters the ceiling area and redirects rounds toward the bullet trap. Panels do not utilize any facing/acoustic materials.

Steel Light Cove Guard, Model JR7

- The "bare steel" light cove guards are typically utilized for ranges that have a smooth/flush concrete ceiling structure.
- The light cove guard protects the light fixtures, pipes,

columns, and other ceiling obstructions. Panels do not utilize any facing/acoustic materials.

All standard panels are available in 10-gauge, 3/16" AR 225, 1/4" AR 500, 3/8" AR 500, and 1/2" AR 500.



Annex C: Troy Board



Safety Data Sheet

Troy Board Material (APRIL 2016)

SECTION 1: Identification	
Product Name(s):	Troy Board 1", 2", and 4"
Technical Name:	Wood fiber-Portland Cement Board
Formula:	Proprietary – trade secret
Use:	Acoustical wall, ceiling, baffles and roof deck panels
Manufacturer	Troy Acoustics Corporation 2580 Sidney Lanier Drive Brunswick, GA 31525 800-987-3306 Ext. 200 (Emergency phone number) 818-376-8490 info@troyacoustics.com www.troyacoustics.com

SECTION 2: Hazard Identification	
Product Classification:	There are no substances designated as hazardous.
Physical and chemical hazards:	Under normal conditions of use, this product is not expected to create any unusual emergency hazards. Dust from cutting or fabrication is a nuisance dust.
Environmental hazards:	Does not contain ingredients that are classified as dangerous or hazardous to environment.

Section 3: Composition/Information on Ingredients									
Composition:	Boards are made from specially prepared wood fibers (wood wool) impregnated with rapid hardening white Portland cement.								
	<table border="0"> <tr> <td>Processed Wood fibers -</td> <td>45 %</td> </tr> <tr> <td>Rapid Hardening White Portland Cement -</td> <td>%</td> </tr> <tr> <td>Calcium chloride-</td> <td>%</td> </tr> <tr> <td colspan="2">Proprietary blend- composition detail withheld trade secret</td> </tr> </table>	Processed Wood fibers -	45 %	Rapid Hardening White Portland Cement -	%	Calcium chloride-	%	Proprietary blend- composition detail withheld trade secret	
Processed Wood fibers -	45 %								
Rapid Hardening White Portland Cement -	%								
Calcium chloride-	%								
Proprietary blend- composition detail withheld trade secret									



Hazard Ingredients	Does NOT contain ingredients that are classified as dangerous
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Section 4: First-Aid Measures

First Aid Procedures	Special procedures are not required
Inhalation:	If exposure to dust from fabrication causes respiratory issues remove individual from area
Skin:	Not required
Eye contact:	After contact with dust from a board thoroughly rinse eyes under running water and consult a doctor if necessary.
Ingestions:	This product is not intended to be ingested or eaten

Section 5: Fire-Fighting Measures

Flammability Classification:	Zero (0)
Auto Ignition:	Does not happen
Flash Point:	Not applicable
Upper Flammable Limit (UFL):	Not applicable
Lower Flammable Limit (LFL)	Not applicable
Rate of Burning	Not applicable
Suitable Extinguishing media:	Product is classified as poorly burning; smolders under the effect of flame. For extinguishing smoldering used water or sand, or foam from extinguishing media.
Hazardous Combustion Products	This product emits no toxic gases
Fire Fighting Equipment/Instructions:	Wear self-contained breathing apparatus.

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Section 6: Accidental release Measures

Personal Protection:	Avoid raising dust. No special requirements.
Environmental protection:	No instructions.
Clean-Up Procedures:	Pick up large pieces, Vacuum dusts.



Section 7: Handling and Storage

Handling Procedures:	Loading, unloading and lifting of Troy panel packages is performed using forklifts or other types of lifting machines equipped with special belts, as well as putting corner protectors on packages. When panels are transported manually, two persons should carry them holding at end each and turning the panel “sidelong”.
Fire Safety, explosion hazards:	Special procedures are not required.
Storage Protection:	At a construction site the panels should be placed on pallets under a shed or covered with a waterproof material.

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Section 8: Exposure Controls/Personal Protection

Engineering controls	In fixed manufacturing settings, local exhaust ventilation should be provided at areas of cutting to remove airborne dust and fibers						
Personal Protective Equipment:	Follow all appropriate personal and industrial safety precautions and hygiene practices.						
Eye/Face Protection:	Under normal conditions of use, eye/face protection is not necessary. When sawing, milling or cutting product, safety glasses with side shields are recommended.						
Skin Protection:	Under normal conditions of use, skin protection is not necessary.						
Respiratory Protection:	Under normal conditions of use, respiratory protection is not necessary. A respirator should be used if ventilation is unavailable, or is inadequate for keeping dust and fiber levels below the applicable exposure limits at areas of cutting, sawing or milling.						
Exposure Guidelines:	<table border="1"> <thead> <tr> <th colspan="2">Permissible concentration limits of ingredients on the product:</th> </tr> <tr> <th>Ingredient (material)</th> <th>LR MK regulation Nr.325, mg/m³</th> </tr> </thead> <tbody> <tr> <td>Chlorine (Cl)</td> <td>5850 mg/m³, or up to 0.15% of weight</td> </tr> </tbody> </table>	Permissible concentration limits of ingredients on the product:		Ingredient (material)	LR MK regulation Nr.325, mg/m ³	Chlorine (Cl)	5850 mg/m ³ , or up to 0.15% of weight
Permissible concentration limits of ingredients on the product:							
Ingredient (material)	LR MK regulation Nr.325, mg/m ³						
Chlorine (Cl)	5850 mg/m ³ , or up to 0.15% of weight						



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Section 9: Physical and Chemical Properties	
Appearance, Physical State:	Hard board
Color: With gray cement:	Grey
Color: With white cement	Sand color
Odor ; Odor threshold:	No odor
pH:	Not applicable
Specific Gravity:	2" @ 4.25lbs./sq. ft.; 1" @ 2.25lbs./sq. ft.
Vapor Density:	Not applicable
Solubility (H2O):	Indissoluble in water.
Viscosity:	Not applicable
Boiling Point:	Not applicable
Melting Point:	Not applicable
Freezing Point:	Not applicable
Volatile Organic Compounds:	Not applicable.
Evaporation Rate:	Not applicable
Dust deflagration index (Kst)	Not applicable

Section 10 Stability and Reactivity	
Reactivity:	This product is not reactive.
Chemical Stability:	This is a stable material. This product is not reactive.
Other:	
<ul style="list-style-type: none"> Materials and Conditions to Avoid: 	Protect from direct and permanent water impact. No hazardous reactions.
<ul style="list-style-type: none"> Incompatible Materials: 	Not known.
<ul style="list-style-type: none"> Hazardous Decomposition: 	Not known.
<ul style="list-style-type: none"> Hazardous Polymerization: 	Not observed

Section 11 Toxicological Information	
Acute Toxicity:	No -toxic.
General Product Information:	Under normal conditions of use, this product is not expected to create any hazards
Carcinogenicity:	Not a known carcinogen



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Section 12 Ecological Information (non-mandatory)

General Product Information: The product is not hazardous to the environment and is ecologically safe.

Section 13 Disposal Considerations (non-mandatory)

General Product Information: This product, as supplied, is not regulated as a hazardous waste. Use or dispose of waste materials according to Local, State or Federal, and Provincial Environmental Regulations.

Component Waste Numbers: Wastes from cement-based composite materials
Waste class code 101311, category Q10

Exposure Control/Personal Protection: Refer to Section 8 (Exposure Controls/Personal Protection)

Section 14 Transport information (non-mandatory)

This product is not classified a hazardous material for transport

Section 15 Regulatory Information (non-mandatory)

HS Product Classification: Product code in accordance with the Combined Nomenclature is 680800 under the Harmonized System Codes (HS Code)

Symbols and Explanation: Not necessary

Exposure Characteristics: Not necessary

Precautionary statements: Not necessary

Additional Labels: Not necessary

Packaging to Prevent from Kids: Not necessary

Tangible danger symbol: Not necessary

Regulations: Not necessary

Section 16 Other Information

IMPORTANT SAFETY NOTICE: The information in this Safety Data Sheet is based on data provided by products' manufacturer and is believed to be correct as of the date issued. However, the product distributor or the manufacturer does not make warranties, expressed or implied, including, but not limited to, any implied warranty of



Troy Acoustics Corporation

merchantability or fitness for a particular purpose or course of performance or usage of trade. User is responsible for determining whether the Troy Acoustics Corporation product is fit for a particular purpose and suitable for user's method of use or application.

The information should not be changed, as well as to other products. Reproduction is permitted, without changing the substance of the text

Annex D: QuikTurn360™ (AA2) Target System



QuikTurn360™ Turning Target System

The QuikTurn360™ Turning Target System provides extensive, comprehensive live-fire training, emphasizing unpredictable situations.

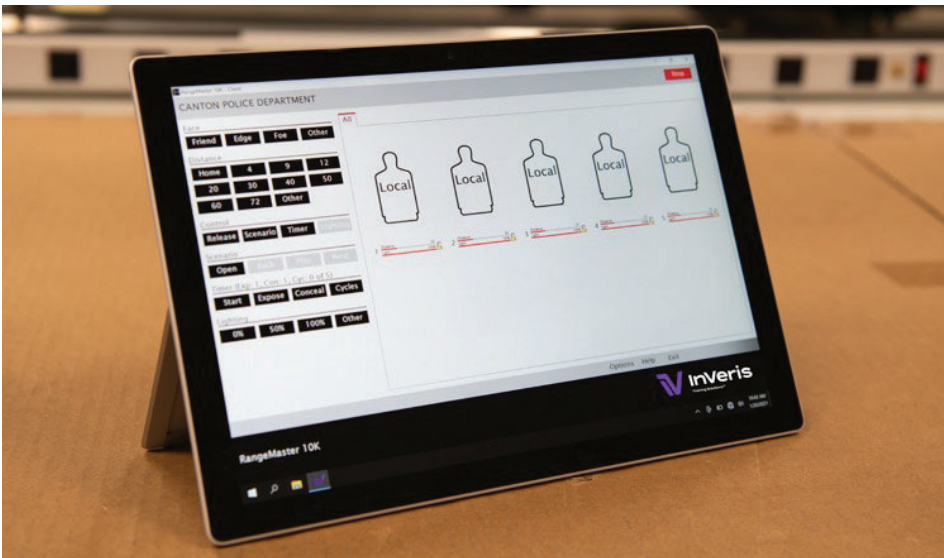
Designed for random and concealed placements throughout an indoor or outdoor live-fire range, the QuikTurn360 can be configured to fully enhance training.

- 90° Expose/Conceal time of .5 seconds.
- 360° target presentations for advanced target identification threat and no threat target engagements.
- Collective or individual target control means all targets can be controlled in unison or individually controlled.
- Qualifications and advanced training scenarios can be authored, stored and accessed at any time using the RM9K/ 10K software and wireless tablet.
- Quiet electronic turning motor eliminates audible identification of pneumatic turning targets.
- The robust turning target motor eliminates maintenance.
- Provides 600 round per minute hit sensing (ground mount unit only) using molded targets. System can identify hits for both friend and foe target engagements.
- Supports multiple target heads and existing customer target frames. Rebar, 1"X2" wood upright and molded 3D targets are available.



Technical Specifications:

Hit Sensing	Up to 600 hits/minute
Actuations and Hit Modes	Expose, conceal and 90° rotation up to 360°
Expose/Conceal Time	.5 second
TurnTime 90°	.33 second
Max Target Weight	10 pounds
Target Size	Holds multiple target types
Power Supply	AC Power 115 VAC/230 VAC 50Hz
Weight of Unit	48 lbs. (21.8 kg)
Target Shaft Length	2 to 4 feet
Actuator Enclosure Dim	8" x 8" x 24"



Additional equipment required for normal use and operation: RangeMaster™ Range Control System

Annex E: DP29 Running Man Target System

The target carrier and drive components slide onto the track for easy set up and dismantling, making it ideal for training situations where dedicated range space is not obtainable or at unsecured ranges. For permanent range installations, the track can be secured to a concrete pad, mounted to a ballistic wall, or suspended from the ceiling at the target line.

The hand-held range control unit operates on AC power. It allows the operator to control target speed, direction, and start/stop functions. Target speed can be set from 0 to 100%, and direction of travel can be changed at any time, whether the target is in motion or stationary.

The DP29 comes with one target carrier and the option of a second carrier for tandem operation on a single drive unit.

The DP29 runs two target carriers independently and simultaneously and can be integrated with other range equipment. Each target assembly has its own drive unit that mounts easily to the end of the beam track.

When used with a RTS-360™ target retrieval system, control of the DP29 is accomplished with the RangeMaster™ (RM10K) range controller.

Features of the DP29 Dual Running Man Target System include:

- Variable target speed controller
- Dynamic braking
- 30' I-beam track included, and can be extended to 100'
- Ground-mounted, wall-mounted or suspended from ceiling
- 120-volt AC powered
- Single or dual target systems available

ITS-LESales@inveristraining.com | 1.800.813.9046
296 Brogdon Road | Suwanee, GA 30024 USA
inveristraining.com



DP29 Dual Running Man Target System

The DP29 Dual Running Man Target System is designed for both permanent and portable applications.

Annex F:

RangeMaster™ 10K (RM10K)



RangeMaster™ 10K (RM10K)

Complementing the RM9K system, InVeris Training Solutions' RM10K combines advanced wireless and touch screen technologies for convenience and flexibility in range control operations.

Complete system control is managed through tablet computers, allowing personnel to leave the control room while maintaining complete control of the range. The tablet's portability allows instructors the freedom to interact with shooters at the line and provide immediate feedback and correction.

The control and portability equate to increased productivity, as range instructors devote attention to firearms instruction rather than range management from the confines of a control room.

InVeris' RM10K touchscreen controller utilizes the latest technology in an intuitive, easy-to-navigate manner. Range personnel may choose from multiple options on one screen, including the menu bar, target commands and arrangement. Accepted commands of "friend", "foe" and "edge" are standard; or optional, random target actuations may be executed. The random commands direct the target to present a complete, unexpected turn to the right or left, in increments of up to 360°, allowing for real life scenarios and enhanced target training.

The freedom of use and cutting-edge digital capabilities of the RM10K support the training requirements for range operators for today, tomorrow and the future.



Annex G: Safe-N-Clear™ Handgun and Rifle Clearing Traps



Safe-N-Clear™ Handgun and Rifle Clearing Traps

InVeris Training Solutions' Safe-N-Clear™ trap provides a safe and secure method for checking a firearm when loading or unloading.

The chamber of the Safe-N-Clear trap is filled with a thick bed of GranTex™, a granulated rubber material that safely deenergizes rounds. A reinforced rubber screen secured across the trap opening provides a slot for muzzle insertion and serves as a protective barrier against backsplatter. In the event of a discharge, the round is captured virtually intact in the GranTex material and is securely contained inside the Safe-N-Clear.

The Safe-N-Clear is a floor model clearing trap, so it does not require a stand or special mounting hardware to keep it stationary or secure. This allows more flexibility in placing the clearing trap in the most desirable location as specified by the customer.

It is an ideal safety measure for police stations, correctional facilities, firing ranges, or any location where firearms are handled.

InVeris offers two Safe-N-Clear models, one for handguns and the other for rifles with the following specifications:

Handgun Model LE1213

- Accommodates 2000 fps and 2200 ft/lbs muzzle energy
- Dimensions: 35" H x 13" W x 18" D
- Weighs 208 lbs.

Rifle Model LE1216

- Accommodates 3600 fps and 3600 ft/lbs muzzle energy
- Dimensions: 31" H x 13.5" W x 23" D
- Weighs 314 lbs.



EXHIBIT B
PAYMENT SCHEDULE

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses, including an accounting of actual hours worked. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

EXHIBIT C
INSURANCE REQUIREMENTS

A. Required Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement. The required insurance shall include coverage for the City's property prior to construction, during construction, and during the warranty period. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, the City, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to the City.

1. Contractor, consistent with its status as an independent Contractor, shall provide and maintain all insurance coverage with the minimum amounts described below until the end of the warranty period. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause. Contractor will be notified of the date on which the Builder's Risk insurance policy may be terminated by any means deemed appropriate by the City.
2. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A-, VII or better by A.M. Best Company or similar rating company or otherwise acceptable to The City.

a. Insurance Coverage Required.

- i. Workers' Compensation. Insurance with limits as required by the Texas Workers' Compensation Act and Employer's Liability Insurance with limits of not less than:

\$1,000,000 each accident;

\$1,000,000 disease each employee; and

\$1,000,000 disease policy limit.

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation in favor of The City.

- ii. Commercial General Liability Insurance, including premises, operations, independent Contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage with a minimum limit of:

\$1,000,000 per occurrence;

\$2,000,000 general aggregate;

\$2,000,000 products and completed operations aggregate; and

Coverage shall be on an “occurrence” basis.

The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.

If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

- iii. Asbestos Abatement Liability Insurance, including coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. *This requirement applies if the Work or the Project includes asbestos containing materials.

The combined single limit for bodily injury and property damage will be a minimum of \$1,000,000 per occurrence.

*Specific requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

Employer’s liability limits for asbestos abatement will be:

\$1,000,000 each accident;

\$1,000,000 disease each employee; and

\$1,000,000 disease policy limit.

- iv. Business Automobile Liability Insurance, covering all owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance is to include coverage for loading and unloading hazards.

Contractor or any Subcontractor responsible for transporting asbestos or other hazardous materials defined as asbestos shall provide pollution coverage for any vehicle hauling asbestos containing cargo. The policy must include a MCS 90 endorsement with a \$5,000,000 limit and the CA 9948 Pollution Endorsement, or its equivalent.

- v. All-Risk Builders Risk Insurance, if applicable (or all-risk installation floater for instances in which the project involves solely the installation of material and/or equipment). Coverage is determined by the Contract Sum, as detailed, below.

B. Builders Risk Requirement for Projects with a Contract Sum <\$20 Million

1. Contractor shall purchase and maintain in force builders risk insurance on the entire Work. Such insurance shall be written in the amount of the original Agreement, plus any subsequent Change Orders and plus the cost of materials supplied or installed by others, comprising total value for the entire project at the site. The insurance shall apply on a replacement cost basis with no coinsurance provision. A sublimit may be applicable to flood coverage, but sublimit must be at least 20% of the total value for the entire project. The limit for all other perils, including Named Windstorm, Wind, and Hail, must be equal to the Total Value for the entire Project at the site. (If Installation Floater, limit shall be equal to 100 percent of the contract cost.)
2. This insurance shall name as insureds the City, the Contractor, and all subcontractors and sub-subcontractors in the Work.
3. Builders risk insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against fire and extended coverage perils, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, boiler and machinery/mechanical breakdown, testing and startup, and terrorism.
4. This insurance shall cover the entire work at the site as required, including, but not limited to, the following:
 - Temporary works including but not limited to scaffolding, form work, fences, shoring, hoarding, falsework and temporary buildings
 - Offsite Storage
 - Portions of the work in transit
 - Debris removal
 - Extra Expense
 - Expediting Expenses
 - Demolition and Increased Cost of Construction
 - Pollutant Clean-Up and Removal
 - Trees, Shrubs, Plants, Lawns and Landscaping (if applicable)
 - Errors & Omissions (applicable to purchase of Builders Risk policy only)
5. This insurance shall not contain an occupancy clause suspending or reducing coverage should the City occupy, or begin beneficial occupancy, before the City has accepted final completion.
6. This insurance shall be specific as to coverage and shall be primary to any permanent insurance or self-insurance that may be maintained on the property by the City.
7. This insurance shall include a waiver of subrogation in favor of the City, the Contractor, and all subcontractors and sub-subcontractors in the Work.

8. As applicable, Flood deductible shall not exceed \$250,000 for Zone A, \$100,000 for Zone B and \$50,000 for all other Zones. For Tier 1 and Tier 2, Named Windstorm deductible shall not exceed 2% of the project values in place at the time of the loss.
9. Before the commencement of the work, Contractor shall provide to the City an accurate certificate of insurance that provides specific evidence of all requirements outlined in the Agreement. A copy of the policy itself shall be provided to the City within 30 days after Notice to Proceed.

C. All Policies Must Include the Following Clauses, as Applicable:

1. Contractor must provide to the City immediate notice of cancellation, material change, or non-renewal to any insurance coverages required herein above. This requirement may be satisfied by the Contractor providing a copy of the notice received by the insurer to the City within two business days of date of receipt or by Endorsement of the policies that require Insurer to provide notice to the City.
2. It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under the Contract with the City.
3. The City, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with the City. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.
4. A waiver of subrogation in favor of the City shall be provided in all policies.
5. If the City is damaged by the failure of Contractor (or a subcontractor) to maintain insurance as required herein, then Contractor shall bear all reasonable costs properly attributable to that failure.
6. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each subcontractor performing work under the Contract, at subcontractor's own expense, to maintain during the term of the Agreement, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, Contractor may include its subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that subcontractors are included as additional insureds and that Contractor agrees to provide workers' compensation for subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Agreement plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its subcontractors. The City shall be entitled, upon request and without expense, to receive copies of these certificates.
7. Workers' compensation insurance coverage must meet the statutory requirements of Tex. Lab. Code § 401.011(44) and be specific to construction projects for public entities, as required by Tex. Lab. Code § 406.096.
8. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of

Texas Labor Code, § 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

9. The Contractor must provide a certificate of coverage to the City prior to being awarded the Contract.
10. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
11. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
12. The Contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
13. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
14. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - b. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - c. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - d. obtain from each other person with whom it contracts, and provide to the Contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the project; and
 - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

- f. notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - g. contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
15. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
16. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

D. Definitions:

- 1. Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 2. Duration of the Project – includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City.
- 3. Persons providing services on the project ("Subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

EXHIBIT D
CERTIFICATES OF INSURANCE