



CONTRACT FOR PROFESSIONAL SERVICES
“OLD HEARNE ROAD PHASE 3 RECONSTRUCTION”

This Contract, dated _____, 2024, is between the **City of Bryan**, a Texas home-rule municipal corporation (City) and Rabon Metcalf d/b/a RME Consulting Engineers (Engineer). City and Engineer, in consideration of the mutual covenants set forth herein, agree as follows:

1. Scope of Services

The Engineer agrees to provide engineering design services for the Old Hearne Road, Phase Three Reconstruction. The services are more particularly described in Attachment A.

2. Payment

The City shall pay the Engineer according to the billing and payment terms set forth in **Attachment B**. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services provided under this Contract may not exceed **\$403,000**.

3. Time of Performance

- A. All professional services under this Contract must be completed by the following date: **April 14, 2025**, described in **Attachment C**. Any extension of time for completion must be approved by the Public Works Director and agreed by both parties in writing.
- B. **Time is of the essence of this Contract.** The Engineer shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified herein.

4. Warranty, Indemnification, & Release

- A. As an experienced and qualified design professional, the Engineer warrants that Engineer will perform all services pursuant to this Contract, including but not limited to providing information, design preparation of drawing, designation or selection of materials and equipment and selection and supervision of personnel, (1) with the professional skill and

care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Engineer, its employees, associates, agents, or subcontractors.

- B. The Engineer shall promptly correct any defective designs or specifications furnished by the Engineer at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Engineer's services hereunder or of the Project itself shall in no way alter the Engineer's obligations or the City's rights hereunder.
- C. In all activities or services performed hereunder, the Engineer is an independent contractor and not an agent or employee of the City. The Engineer and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Engineer shall have ultimate control over the execution of the professional services. The Engineer shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Engineer or any of the Engineer's subcontractors.
- D. The Engineer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Engineer, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- E. **Responsibility for damage claims (indemnification): Engineer shall indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Engineer's negligent act, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree arising therefrom, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Engineer shall indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Engineer's negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier.**

- F. Release. The Engineer releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Engineer or its employees and any loss of or damage to any property of the Engineer or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Engineer's negligent performance of the work. Both the City and the Engineer expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. Engineer's Insurance

Engineer agrees to have and maintain the policies set forth in the **Attachment D**. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required coverage shall be a breach of this Contract.

6. Termination

- A. The City or Engineer may terminate this Contract at any time upon **thirty (30)** calendar days' written notice. Upon the receipt of such notice, the Engineer shall discuss with the City what will be accomplished within the thirty (30) calendar day timeframe and document this in an exit strategy that must be approved by the City. The Engineer shall be compensated for the services satisfactorily performed prior to the termination date.
- B. If, through any cause, the Engineer fails to fulfill its obligations under this Contract, or if the Engineer violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving **five (5)** calendar days' written notice to the Engineer. The Engineer will be compensated for the services satisfactorily performed before the termination date.
- C. No term or provision of this Contract shall be construed to relieve the Engineer of liability to the City for damages sustained by the City because of any breach of contract by the Engineer. The City may withhold payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined and paid.

7. Governmental Contract Requirements

- A. Engineer must submit a disclosure of interested parties to the City in accordance with Section 2252.908 of the Texas Government Code and rules adopted under that section. The disclosure must be submitted at the time the Engineer submits the signed contract to the City on a form prescribed by the Texas Ethics Commission.
- B. Engineer verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- C. Contractor verifies, to the extent authorized by law, that it does not, and will not for the duration of this Contract, boycott Israel in accordance with Section 2271.002 of the Texas Government Code.

8. Miscellaneous Terms

- A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas. Venue for any disputes arising under this Contract shall be in the court of competent jurisdiction in Brazos County, Texas.
- B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan
Attn: Purchasing Dept.
CC: Sarah Green, E.I.T
P.O. Box 1000
Bryan, Texas 77805

The Engineer:
RME Consulting Engineers
Attn: Rabon A. Metcalf, P.E
P.O. Box 9253
College Station, TX 77842
rabon@rmengineer.com

- C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- D. This Contract represents the entire and integrated agreement between the City and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- E. This Contract and all rights and obligations contained herein may not be assigned by the Engineer without the prior written approval of the City.
- F. The Engineer, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- G. The Engineer certifies that neither he, nor any co-owner of the organization is related to a member of the City Council of the City of Bryan within the first, second, or third degree of consanguinity (blood) or affinity (marriage).
- H. The Engineer shall apply basic safeguarding requirements and procedures to protect Engineer's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016). Engineer shall

include the substance of this clause in subcontracts under this contract in which the subcontractor may have City contract information residing in or transiting through its information system.

- I. The provisions of this Contract are independent and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason, any other or others of them may be invalid or unenforceable in whole or in part. Furthermore, if a court of competent jurisdiction determines that any provision of this Contract is invalid or unenforceable as written, the court may interpret, construe, rewrite, or revise such provision to the fullest extent allowed by law, so as to make it valid and enforceable, consistent with the intent of the parties hereto.
- J. The attachments to this Contract are incorporated herein and shall be considered part of this Contract. In the event of a conflict between this Contract and any attachments to this Contract, the provision of this Contract shall prevail.
- K. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

CITY OF BRYAN

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

Date: _____

PREPARED AND RECOMMENDED:

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

Date: _____

APPROVED FOR PROCESSING:

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

Date: _____

Kean Register, City Manager

Date: _____

APPROVED


By: _____
Bobby Gutierrez, Mayor

Date: _____

ATTEST:

By: _____
Mary L Stratta, City Secretary

Date: _____

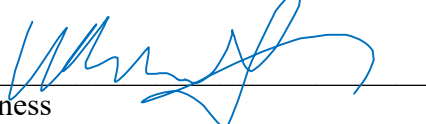
ENGINEER: _____
By: 

Printed Name: Rabon A. Metcalf

Title: Owner

Date: February 8, 2024

Firm's License No. F-4695

Witness 

ATTACHMENT “A” SCOPE OF SERVICES

PROJECT UNDERSTANDING

Provide surveying for improvements of Old Hearne Road, Phase Three Reconstruction (Woodville Road to Wilkes Street). Surveying service will generally include existing conditions as-built and topographic data, existing right-of-way (ROW) determination, and project control monuments for construction purposes. As required, field notes and exhibits will be prepared for ROW taking (includes monumentation) and/or easement dedication. The City of Bryan (CoB) will obtain Right-of-Entry (ROE) for all required surveying on private property and all Temporary Construction Easement (TCE) for construction required on private property. CoB will also provide services for all ROW taking and/or easements (all types).

Provide geotechnical investigations and recommendations for design of the concrete reinforced collector street.

Provide engineering design services for the Old Hearne Road, Phase Three Reconstruction. The engineering design will generally include, but is not limited to, replacement of the existing roadway with a 38-foot wide collector street (reinforced concrete), roundabout at Stevens Drive, storm sewer improvements (bar-ditch converted to underground storm), 8-foot sidewalk (both sides), sanitary sewer line replacement, water line replacement, and illustration of private utility pathways (existing and/or proposed – utility design for private utility improvements and/or relocations will be by the corresponding private utility company). It is anticipated that the Contractor will prepare all Traffic Control Plans in accordance with the Phasing Plan prepared by this office. Engineering services will also include the preparation of Probable Cost Estimates (at pre-determined milestones), Drainage and Water/Sewer Reports, private utility conflict summaries, Bid Proposal, Special Provisions (as required), and limited Bid/Construction Administration (as outlined below).

Scope of design services are generally illustrated on Exhibit “D”, excluding the possible roundabout at Lightfoot Lane and Candy Lane, of the RFQ #23-016 issued by the CoB on January 20, 2023.

BASIC SCOPE OF SERVICES

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

DESIGN ITEMS

Topographic Survey:

- Right-of-Way (ROW) Determination, Topographic and As-Built Survey:
 - Project Limits:
 - Old Hearne Road ROW (Woodville Road to Wilkes Street).
 - ROW of all side streets & end streets (~200’ in each direction).
 - Establish boundary of ROW – mark property corners – include all easements dedicated by plat (abstract/title work of private property – not included).
 - 1’ contours.
 - Spot elevations (as required).

- Topographic data approximately 200' upstream and downstream of all creek crossings.
- Surface utilities located per 811 call.
- Five (5) Project Benchmarks (one at each end and three along the route).
- Inverts & flowlines (grate inlets, sewer, storm sewer, culverts, etc...).
- Fire hydrants, water valves or manholes located 100' to 200' feet beyond the project limits.
- Existing improvements (i.e. street signs, pavements, driveways, mailboxes, etc...).
- Locate all canopy, non-canopy & shrubs generally within the limits of the ROW (type & size not included).
- Cross-sections of Still Creek at Old Hearne Road creek crossing sufficient to updated HEC-RAS model for existing & proposed condition models.
- Standard Land Survey for ROW Takings:
 - Standard Land Survey Plat (includes existing improvements):
 - Plat preparation includes minimal research on setbacks and platted easements.
 - No abstract and/or title included.
 - 1 Metes and Bounds Description (per ROW taking).
 - Property Corners Marked.
- Standard Land Survey for Easements:
 - Standard Land Survey Plat (includes existing improvements):
 - Plat preparation includes minimal research on setbacks and platted easements.
 - No abstract and/or title included.
 - 1 Metes and Bounds Description (per Easement Dedication).

Geotechnical Investigation:

- Soils Boring:
 - Nine (9) borings roughly at 500' spacing at 10' depths.
 - Limited traffic control during boring operations.
- Geotechnical Report:
 - Stabilization table illustrating potential limits of recommended various chemical stabilization requirements of the subgrade along the length of the project.
 - Sulfate testing for verification of lime stabilization feasibility.
 - Recommendations for reinforced concrete paving (collector street classification).

Engineering:

- Administrative Items:
 - Various Meetings for Project Development:
 - Project kick-off meeting.
 - Coordination and review meetings with the CoB (25%, 50%, 75% & 90%).
 - Coordination meeting(s) with private utility companies.
 - Stakeholders meeting for public review and input (25% & 75%).
 - Additional Data Collection:
 - Existing conditions field reconnaissance.
 - Master Reports:

- Construction as applicable.
- Public Utility Improvements Plan/Profile:
 - Water Distribution System (existing lines to be replaced under new pavement).
 - Sanitary Sewer Collection System (existing lines to be replaced under new pavement).
 - Design will conform with TCEQ Rules & Regulations and B/CS Unified Design Standards for Water & Sanitary Sewer Construction as applicable.
- Private Utility Improvements:
 - Coordination with private utility companies (BTU, Atmos, Optimum, Verizon, etc...).
 - Illustrate horizontal & vertical alignments (pathways only).
 - Street lighting & BTU details.
 - Utility Conflict data & summary.
- Demolition Plan.
- Erosion Control Plan:
 - Stormwater Pollution Prevention measures.
 - Utilize Best Management Practices (BMPs).
 - Standard and project specific erosion control measures.

Design

For design, submittals will be made to the City of Bryan (25%, 50%, 75% and 90%). The 25% submittal will include the design sheets at a 25% level of completion and will generally consist of preliminary horizontal and vertical alignments of public improvements and preliminary cost estimate. Required ROW taking and/or additional easement requirements will be identified.

The 50% and 75% submittals will include the design sheets at a 50% and 75% level of completion, respectively, with general applicable standards and a preliminary cost estimate. Preliminary Master Reports will be prepared with the 75% submittal.

For the 90% submittal completed design plans will be included with all standards, special specifications, and a construction cost estimate. Preliminary Master Reports will be prepared with the 90% submittal.

The final submittal (100%) will address all the City of Bryan comments and will be a complete package that includes construction drawings, cost estimate, bid proposal, special provisions and finalized master reports.

Generally, construction plan sheets shall be organized as follows:

- Cover Sheet.
- Project Layout Sheet(s).
- Phasing Plan.
- Plan Sheets (i.e. EC Plan, Demolition Plan, Grading Plan, Striping & Signage Plan, and Landscape Plan).
- Plan & Profile Sheets (i.e. Street, Storm Sewer, Water & Sanitary Sewer).
- Project Specific Details (If applicable).
- Standard Construction Details.

- Private Utility Design Sheets (as applicable, provided by Private Utility Companies & for reference only).

The final project deliverables for the design will be 24” x 36” design sheets (PDF and hardcopy) as described above, the construction cost estimates and specifications (PDF format only). These documents will be issued “Preliminary Not for Construction” (25%, 50%, 75% & 90% submittals) and “For Bid & Permit Only” at 100% completion. Final project deliverables also include formalized reports for a Drainage Report and a Water & Sanitary Sewer Report.

BID PHASE SERVICES

The Engineer will provide bid tabulation services for the City of Bryan, attend one pre-bid meeting, and assist in addressing any addendums (as required).

Upon completion of the Bid Phase, the Engineer will provide a “conformance” set of drawings that address all addendums incurred during the bidding process. The construction project deliverables for the design will be 24” x 36” design sheets (PDF and hardcopy) as described above in the Design Phase. These documents will be issued for “For Construction”.

CONSTRUCTION PHASE SERVICES

The Engineer will provide construction phase services to include up to one (1) pre-construction meeting with the selected contractor; review submittals; respond to requests for information (RFI’s); review change orders; attend monthly progress meetings and attend one (1) final inspection upon completion of construction.

“As-built” information from the construction contractor will be incorporated into the plan set to produce record drawings for the project. The contractor will provide a marked plan set to the Engineer showing the “as-built” information. The final plan sheets will be revised to indicate the “as-built” conditions. These deliverables will be 24” x 36” sheets (PDF and hardcopy).

ATTACHMENT 'B'
FEE SUMMARY & ESTIMATED MONTHLY FEE SCHEDULE

Payment to the ENGINEER will be made as follows:

A. Invoice and Time of Payment

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

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

BASIC SERVICES

| | |
|-------------------------------|------------------|
| Preliminary Design | \$132,000 |
| Primary Design | \$190,000 |
| Final Design | \$46,000 |
| Bid, Construction & As-builts | \$35,000 |
| TOTAL BASIC SERVICES | \$403,000 |

ESTIMATED MONTHLY FEES:

| | | |
|----------------|------------------|---|
| March 2024 | | Notice to Proceed |
| April 2024 | \$42,000 | Surveying & Geotech |
| May 2024 | \$40,000 | Surveying & Preliminary Engineering |
| June 2024 | \$40,000 | Engineering Design |
| July 2024 | \$10,000 | Preliminary Plans (25% Plans) |
| August 2024 | \$40,000 | Engineering Design |
| September 2024 | \$40,000 | Engineering Design |
| October 2024 | \$30,000 | Primary Plans (50% Plans) |
| November 2024 | \$35,000 | Engineering Design |
| December 2024 | \$35,000 | Engineering Design |
| January 2025 | \$10,000 | Primary Plans (75% Plans) |
| February 2025 | \$15,000 | Engineering Design |
| March 2025 | \$19,000 | Engineering Design & Submit (90% Plans) |
| April 2025 | \$12,000 | Final Plans (100% Plans) |
| May 2025 | \$5,000 | Bidding Phase |
| TBD | \$10,000 | 25% Construction Assistance |
| TBD | \$10,000 | 50% Construction Assistance |
| TBD | \$5,000 | 75% Construction Assistance |
| TBD | \$5,000 | Construction Assistance & Record Drawings |
| Total | \$403,000 | |

**ATTACHMENT “C”
PROJECT SCHEDULE**

SCHEDULE:

| | |
|---|------------------|
| Notice-to Proceed | March 8, 2024 |
| Submit Preliminary Plans for City Review (25%): | July 1, 2024 |
| Submit Primary Plans for City Review (50%) | October 7, 2024 |
| Submit Primary Plans for City Review (75%): | January 13, 2025 |
| Submit 90% Plans for final City Review: | March 3, 2025 |
| Submit Final Plans, Specs & Reports: | April 14, 2025 |
| Begin Advertisement: | TBD |
| Pre Bid Meeting | TBD |
| Open Contractor Bids: | TBD |
| City Council Construction Contract Award: | TBD |
| Completed Disclosure of Interested Parties HB1295 Form: | TBD |

ATTACHMENT D

Insurance Requirements for Professional Services

Contractor agrees to procure and maintain for the duration of this contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

If the Contractor fails to maintain the required insurance, the City shall have the right to withhold payment to Contractor until coverage is reinstated or to terminate the Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL).** Contractor shall maintain CGL insurance with a limit of not less than **\$1,000,000 each occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, products-completed operations, property damage, bodily injury, and personal and advertising injury, and liability assumed under an insured's contract.
 - 1.2 **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** if any, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the Contractor's insurance.
2. **Business Automobile Liability (AL).** Contractor shall maintain automobile liability with a limit not less than **\$1,000,000 each accident**.
 - 2.1. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - 2.2. Coverage shall be written on ISO form CA 00 01, CA 00 08, CA 00 09.
3. **Workers' Compensation (WC).** Contractor shall maintain workers compensation insurance with **Texas Statutory Limits** and Employers Liability insurance with a limit of not less than **\$1,000,000** per accident for bodily injury or disease.
 - 3.1. **This policy shall be endorsed with a waiver of subrogation in favor of the City** for all work performed by the Contractor, its employees, agents, and subcontractors.
4. **Professional Liability (Errors and Omissions).** Contractor shall maintain professional liability/error and omissions liability insurance appropriate to the Contractor's profession. Coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the contractor's services as defined in this contract. Coverage shall be written subject to limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.
 - 4.1 If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract;

and that coverage will be maintained or an extended discovery period will be exercised for a period of **at least three (3) years after completion of the contract of work.**

- 4.2 A copy of the claims reporting requirements must be submitted to the City within 5 days of City's written request.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

By requiring insurance herein, the City does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the City in this contract.

Self-insured retentions must be declared and approved by the City. The City may require the contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the name insured or the City.

General Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Primary Coverage.** For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance coverage as respects the City, its officers, officials, employees, and volunteers. There shall be no modification to make it excess over other available insurance. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
2. **Notice of Cancellation.** Each insurance policy required above shall provide that **coverage shall not be canceled, except with notice to the City.** If City is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect.
3. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City.
4. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against the City by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Evidence of Insurance.** Contractor shall furnish the City with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) before work begins. However, failure to obtain the required documents prior to the work beginning or failure to identify a deficiency from evidence that has been provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance, or as a waiver as to eh

enforcement of any provisions. Contractor shall provide certified copies of all required insurance policies within 10 days of City's written request of said copies.

6. ***Subcontractors.*** If the Contractor's insurance does not afford coverage on behalf of any subcontractor hired by the Contractor, the Contractor shall require and verify that all subcontractors shall maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with Risk Management.