



## CONTRACT FOR PROFESSIONAL SERVICES

### MUMFORD ROAD WIDENING PHASE 1 CIP PROJECT NUMBER 332-D3-2329 (RFQ#24-013)

This Contract, dated \_\_\_\_\_, 2024, is between the **City of Bryan**, a Texas home-rule municipal corporation, (City) and **Goodwin-Lasiter, Inc. dba GLS**, a Texas corporation (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 professional services for the roadway construction and bridge replacement on Mumford Road From 2818 to Carrie Lane (approximately 6600 LF). 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 A**. 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 **\$596,200.00**

#### 3. Time of Performance

- A. All professional services under this Contract must be completed by the following date: **October 30, 2026**. 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 B**. 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.  
P.O. Box 1000  
Bryan, Texas 77805  
[purchasingweb@bryantx.gov](mailto:purchasingweb@bryantx.gov)

The Engineer:  
Goodwin-Lasiter Inc., dba GLS  
Attn: John Rusk  
4077 Cross Park Drive, Suite 100  
Bryan, TX 77803  
[jrusk@glstexas.com](mailto:jrusk@glstexas.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 or exhibits attached 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 or exhibits 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.

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

Title: \_\_\_\_\_

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

Firm's License No. \_\_\_\_\_

Witness: \_\_\_\_\_

## **Attachment A**

### **Scope of Work**

For

### **Mumford Road Reconstruction (FM 2818 to Carrie Lane)**

The project is generally described as roadway reconstruction and bridge replacement on Mumford Road from FM 2818 to Carrie Lane (approximately 6600 LF). The project also includes performing a hydrologic and hydraulic analysis for an impact assessment of culvert improvements along Thompson's Creek Tributary 10.1 and a Letter of Map Revision (LOMR) for Thompsons Creek within Brazos County (NFIP Community No. 481195).

Specific improvements include reconstruction of existing roadway from a 2-lane open ditch to a 3-lane concrete curbed street with continuous center turn lane. The bridge improvements include a new TxDOT, clear span bridge (estimated span is 70'). The new roadway will include curb inlets and storm sewer. The scope of work also includes replacing the existing waterline crossing of Thompsons Creek. Exhibit 1 illustrates the project area. Based on our correspondence, we understand the scope of work is to include the following:

#### **Topographic Design and Right of Way Determination Survey**

- Utilize City of Bryan horizontal and vertical control system
- Establish horizontal control and benchmarks throughout project.
- Locate existing utilities, as marked by their respective owners/operators.
- Obtain surface elevations of area depicted on Exhibit 1. Density of elevations will be sufficient for the development of 1' contour intervals through the project area. Exhibit 1 defines the limit of the topographic survey. The limits outside the apparent right of way are to be utilized in the stream modeling.
- Establish right of way of properties within the project area.
- Contact properties owners via mail out and follow-up phone call to enter property for surveying purposes. If property owners do not respond to initial mail out and/or follow up phone call, the City will intervene and obtain the landowners' permission for GLS.

#### **Geotechnical and Environmental Engineering**

- Perform geotechnical investigations (via Dudley Engineering) for pavement recommendations and bridge design. Reference Exhibit 2 for proposed boring locations. This includes eleven (11), 10' deep samples will be taken for pavement design and two (2) 80' deep bores will be taken for bridge design. Traffic control measures are included in this scope of work item. Report will be generated for the soil investigations.
- NEPA Screening Assessment will include:
  - project overview, including general need for project,
  - environmental assessment overview,
  - site visit and description of field observations, including ecological setting,
  - wetlands and floodplain overview,
  - threatened and endangered species overview, and
  - cultural/historic preservation overview.
- Hazardous Material Assessment will be performed in accordance with TxDOT requirements
- Biological Evaluation will be performed in accordance with TxDOT requirements

## Stream Modeling and LOMR Preparation

- **Data Collection** – Collect, review, and organize relevant data for conducting the H&H analysis. In addition, conduct a site visit to the project location to verify field conditions, survey hydraulic structures, and gather other field measurements. Such datasets include 2015 LIDAR, 2011 national land cover database (NLCD), roadway data, and relevant flood study models and hazard study reports. Requests for Information (RFI) to the City of Bryan and FEMA for the best available data may be warranted, e.g., updated contour or land use, public right-of-way (ROW), and easement data. **FEMA Flood Insurance Study (FIS) data requests require a \$300 fee assumed to be the responsibility of the City of Bryan.** Identify gaps in topographic data, such as bridges and culverts, that may warrant further consideration.
  - *Collect and Review Existing Data* - This will include collection of the best available existing hydrologic and hydraulic (H&H) models such as FIS models, Base Level Engineering (BLE), or truncated versions of existing models. Land use, LIDAR, topographic survey, land plans, and other forms of geospatial data will be collected as part of the final submittal.
  - *Site Visits* – Perform up to one (1) site visit to visually inspect undocumented hydraulic structure crossings as well as field reconnaissance of the area in addition to confirming in-field flow direction/patterns and Manning's 'n' roughness values.
- **Hydrology and Hydraulic Analyses**
  - *Two-Dimensional (2D) Sheet Flow Analysis.* A cursory 2D sheet flow analysis will be conducted using 2015 LIDAR to facilitate sub-catchment boundary delineations within the greater Thompsons Creek "parent" catchment. Sheet flow analysis will be conducted using HEC-RAS version 6.4.1 or newer.
  - *Hydrology.* Hydrologic methods will be conducted in congruency with the revised 2014 Flood Insurance Study (FIS) approaches. Precipitation will be based rainfall depth- duration data provided in the BCS Unified Drainage Criteria for a 24-hour storm using a National Resource Conservation Service (NRCS) Type III storm distribution, where peak intensity occurs near hour twelve. Losses will be factored using the NRCS Curve Number method. Runoff transformation will be conducted using the NRCS Synthetic Unit Hydrograph where sub-catchment areas are greater than 50 acres (0.08 square miles). The hydrologic model will be developed using HEC-HMS version 4.3 or newer. Storm Events will include the 0.2%, 1%, 2%, and 10% annual exceedance probabilities (500yr, 100yr, 50yr, and 10yr events, respectively). Determine the most appropriate method for channel routing (e.g. Modified Puls or Muskingum) based on topography and ability for storage/outflow attenuation. Baseflow will be assumed negligible.
  - *Hydraulics – Thompsons Creek Tributary 10.1.* Hydraulic analysis and water surface profile calculations will be carried out using HEC-RAS version 6.4.1 or later. The modeling effort for Thompsons Creek Tributary 10.1 is not anticipated to be used for a CLOMR/LOMR and is to be used to assess impacts to the channel based on revisions to the culvert crossing under Mumford Road.
    - i. Existing Conditions Analysis. An existing conditions analysis will be conducted for Thompsons Creek Tributary 10.1. LIDAR and survey data will be imported into HEC-RAS for developing the 1D river network, 2D hydraulic model, or combination of 1D and 2D hydraulics. This includes existing culvert information. Other characteristics such as n-values, appropriate ineffective flow areas, and need for blocked obstructions will also be included. Unsteady flow data will be imported from the HEC-HMS model at appropriate flow change locations. Downstream boundary conditions will be assumed at normal depth with a pre- defined slope. The upstream and downstream limits of the existing model will be sufficient to capture any potential impacts stemming from the project.
    - ii. Proposed Culvert Recommendation. The existing conditions analysis will be used as a base for developing a proposed recommendation for the culvert under Mumford Road. Considerations can be made to provide a culvert size that limits overtopping of the road, minimizes downstream impacts, and maximizes the hydraulic efficiency of the culvert.



- *Hydraulics – Thompsons Creek Mainstem.* Hydraulic analysis and water surface profile calculations will be carried out using HEC-RAS version 6.4.1 or later. The modeling effort for Thompsons Creek is anticipated to be used for a CLOMR/LOMR and used to assess impacts to the channel based on revisions to the bridge crossing under Mumford Road.
  - i. Existing Conditions Analysis. An existing conditions analysis will be conducted for Thompsons Creek within the limit of remapping. LIDAR and survey data will be imported into HEC-RAS for developing the 1D river network. This includes bridge information. Other characteristics such as n-values, appropriate ineffective flow areas, and need for blocked obstructions will also be included. Unsteady flow data will be imported from the HEC-HMS model at appropriate flow change locations. Downstream boundary conditions will be based on the effective BFE at the tie-in location.
  - ii. Proposed Bridge Incorporation. The proposed bridge configuration will be incorporated into the hydraulic model to assess changes to the floodplain and evaluate the hydraulic conditions of the bridge. Recommendations can be made to optimize the bridge opening to limit overtopping of the road and minimize upstream or downstream impacts. The initial proposed bridge configuration is assumed to be provided by GLS.
- *Floodplain Delineation.* Hydraulic results will be exported to GIS for floodplain mapping. The 500yr and 100yr water surface elevations will be mapped on a digital elevation model (DEM) of the study area. Base flood elevations and RAS Plot will also be utilized to create appropriate profiles. Results will be checked for accuracy to eliminate pixilated appearances and other minor discontinuities.
- **Mapping and Drawings** – Certified topographic floodplain work maps will be created in GIS to illustrate contours, building footprints, and pre- and post- special flood hazard areas (SFHA) for the 1% and 0.2% AEP storm events. An Annotated FIRM panel will also be included.
- **Reporting** – Prepare and submit a draft report in accordance with City of Bryan Drainage Design Guidelines and FEMA regulations. Address one (1) round of reviews from GLS and the City of Bryan review. After addressing comments, a final report will be prepared and submitted to the City of Bryan.
- **Quality Control** – Apply appropriate quality control measures for hydrology and hydraulic technical calculations, FEMA’s CheckRAS tool, mapping and drawing compliance, and other LOMR package details.
- **LOMR Application Package Submittal** – Prepare necessary submittal documentation for the LOMR. Torres and Associates will serve as the Engineer of Record in submitting a complete LOMR package containing the following:
  - *Signed Application Form.* These include FEMA’s MT-2 Forms. Prepare and gather appropriate signatures from the City and Brazos County.
  - *Application Fee.* Application fees are included in this proposal.
  - *Application Documents.* This includes the technical data.
- **FEMA Review & Torres Response** – It is anticipated a minimum of 6 months for FEMA review time. Following FEMA’s review completion, Torres and Associates will continue to serve as the Engineer of Record to address FEMA comments and arrange resubmittal of necessary documentation within FEMA’s requisite resubmittal deadlines for up to two rounds of FEMA review.

## Engineering Design

- Prepare construction documents for construction of the aforementioned improvements. Anticipated construction sheets include the following:
  - Project Notes and Information
  - Existing Conditions and Demolition
  - Stormwater Pollution Prevention Plan

- Traffic Control Plan
  - Waterline Creek Crossing Plan
  - Project Layout Plan
  - Roadway & Storm Sewer Plan and Profiles
  - Bridge Design
  - Street Light Plan
  - 4 Way Traffic Signal Plan
  - Project Details for Roadway, Bridge, Street Lighting, Traffic Signal and related items,
- Prepare technical specifications and contract book.
  - Plan review submittals will be provided at the 60% and 90%, & Bid Ready Documents stages. One printed copy for 60% submittal and two printed sets for the 90% and Bid Ready Documents submittals. A .pdf file will be submitted for each stage. Documentation for 60%, 90% and Final submittals to include:
    - 60% - Construction plans and profiles showing existing and proposed improvements, project specific details not included in unified standards, engineer's construction cost estimate, updated utility conflict list with proposed resolutions, and special provisions and / or special specifications to be included in project manual. Street lighting layout, cabinet location and light contactor. Attend design review meeting after comments received and reviewed. One printed copy and a .pdf file to be submitted.
    - 90% - Construction plans and profiles showing existing and proposed improvements, all necessary details - standard and project specific, project manual (include any special provisions or specifications not covered by standards), bid items schedule, engineer's construction cost estimate, and updated utility conflict list with final resolutions. Street light design will be included with associated details. Attend design review meeting after comments received and reviewed. Two printed copies and a .pdf file to be submitted.
    - 100% - Bid Ready Documents - Construction plans and profiles showing existing and proposed improvements, all necessary details - standard and project specific, project manual with RFP# and bid / construction schedule, any special provisions and specifications not covered under standards, bid items schedule in pdf and Excel, engineer's construction cost estimate, and updated utility conflict list with final resolutions. Two printed copied and a .pdf file to be submitted.
    - At all reviews plans and utility conflict list will be submitted to all franchise utility providers (Frontier, Suddenlink, Atmos, etc.) and BTU.

## **Bid Phase Services**

- Assist with pre-bid meeting.
- Answer prospective bidders' questions.
- Assist with addenda, if required.
- Attend bid opening.
- Review proposals from bidders and assist in ranking as part of the City's review committee.

## **Construction Phase Services**

- Assist with pre-construction meeting.
- Review submittals.
- Perform periodic inspection with field reports and photos.
- Review monthly pay estimates submitted by contractor.
- Assist with construction close-out.
- Prepare record drawings of "record drawings" provided by contractor for .pdf file.

Deliverables include Constructions Plans (.pdf), Contract/Technical Specifications Book (.pdf), and Engineer's Construction Cost Estimate at 60%, 90% & 100% bid ready document submittal. Record drawings will be prepared based on contractor's red lines.

We propose to provide the above described services for a lump sum fee of \$596,200. The following is a breakdown of the fee:

Design & ROW Surveying.....	\$ 62,000.00
Geotechnical Engineering.....	\$ 25,000.00
Environmental Engineering.....	\$ 12,500.00
Stream Modeling & LOMR.....	\$ 89,700.00
Traffic Signal Design at Mumford/FM 2818 Intersection.....	\$ 18,000.00
Civil Engineering.....	\$ 335,000.00
Bid Phase .....	\$ 6,000.00
Construction Phase.....	\$ 48,000.00
<b>TOTAL.....</b>	<b>\$ 596,200.00</b>



# Exhibit 1

Mumford Road

**Legend**

- Bryan ISD CTE Center
- Feature 1
- Mumford Road Topo Area
- Untitled Polygon

Survey Limits  
(typical)

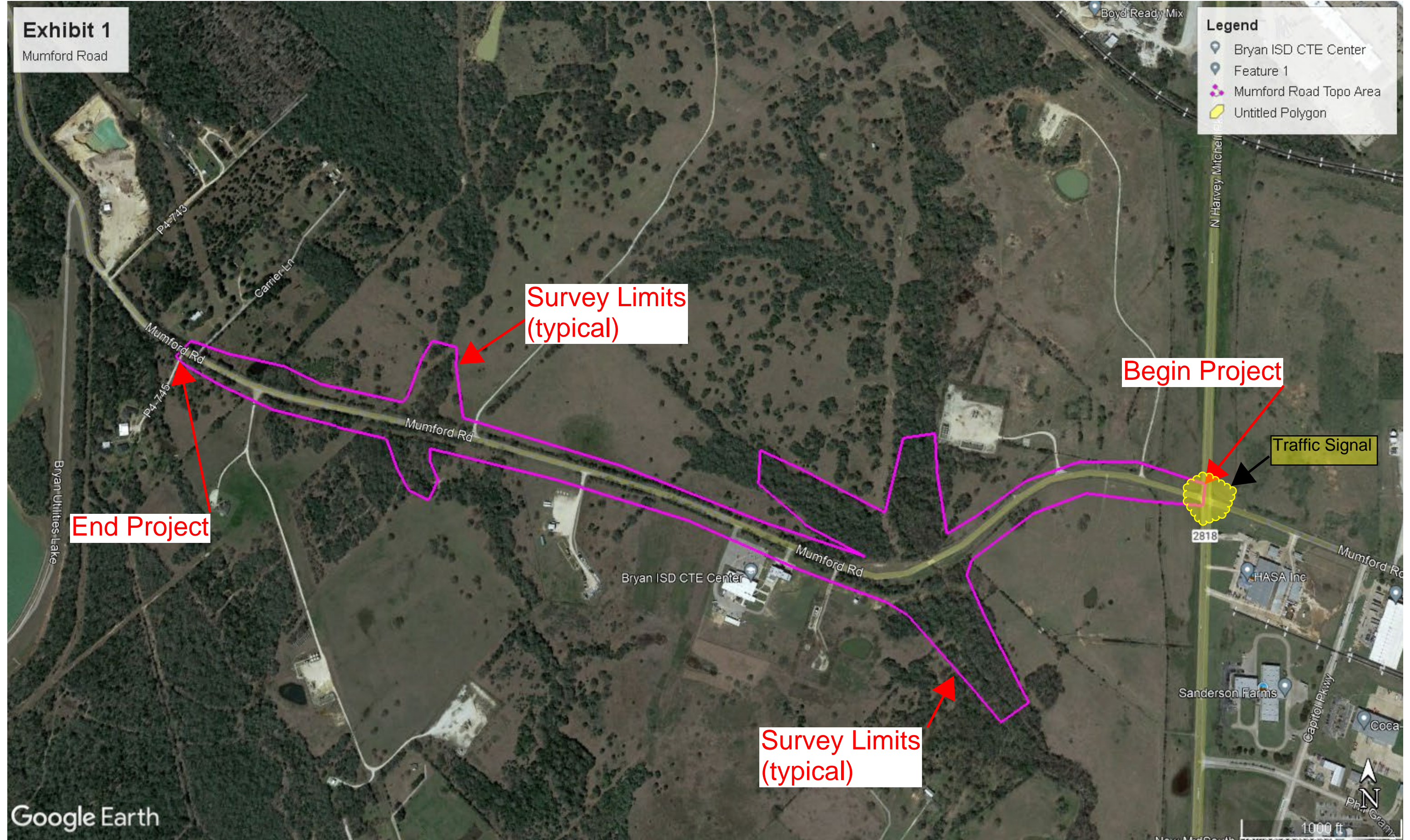
Begin Project

Traffic Signal

End Project

Survey Limits  
(typical)

Google Earth







**Exhibit 2**  
**Geotechnical Bore Plan**

**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.