

**CITY OF CASTROVILLE
PROFESSIONAL SERVICES AGREEMENT
CITY ENGINEERING SERVICE**

**THE STATE OF TEXAS §
 §
MEDINA COUNTY §**

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Castroville, Texas, (“City”) a Texas municipality, and H.W. Lochner, Inc., a professional corporation established in the State of Texas (“Professional”), for the performance of professional engineering services in consideration of the following terms, conditions, and agreements.

Section 1. Duration. This Agreement shall become effective upon execution by City and shall remain in effect until November 1, 2028, unless terminated as provided for in this Agreement. This Agreement may be renewed annually, provided that such renewal is approved in writing by City and Professional at least thirty (30) days before its expiration. Notwithstanding the forgoing, City shall have no obligation to continue this Agreement in any subsequent budget year for which City Council did not make provision in the City’s budget for that year.

Section 2. Scope of Services.

Professional shall provide general city engineering services as described in **Exhibit “A”**.

(A) *Services.* Professional shall perform Basic Services and Additional Services, (“Services”) as may be required by City in according with this Scope of Services.

- (i) *Basic.* Basic Services shall be defined as those services specifically described and set forth in **Exhibit “A”** part 1.
- (ii) *Additional.* Additional Services: All work performed by Professional not specifically described in the Proposal shall constitute Additional Services, as referenced in **Exhibit “A”** part 2.

(B) *Quality.* The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license. Professional shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design, drawings, specifications, reports, and other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in the designs, drawings, specifications, reports and other services.

(C) *Compliance.* Professional shall perform its Services in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) *Non-exclusive.* Nothing in this Agreement shall be deemed as an exclusive agreement between City and Professional, and City may seek the performance of Services described herein from other professionals when doing so is in the best interest of City.

(D) *City records.* Professional may rely upon the accuracy of reports and surveys provided to it by City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) *Hourly fee.* City agrees to pay Professional the hourly fee, as provided in the attached **Exhibit “B”**, for all basic and additional services as follows:

- (i) *Task Order.* Professional shall complete a Task Order for each Work Task that City requests to be performed under this Agreement. Task Orders shall be numbered sequentially starting with number one and must reference this Agreement. The City will either approve or disapprove each Task Order. Once a Task Order is approved it will become a part of this Agreement. The Task Order form to be used is attached hereto and incorporated herein for all purposes as **Exhibit “C”**.
- (ii) Fixed Fee Services will be invoiced on a percent complete basis not to exceed the Fixed Fee amount of each specific Task Order.
- (iii) The Professional shall maintain accurate records of all expenditures with respect to the services performed under the Agreement. The records of expenditures shall be maintained in sufficient detail to serve as a basis for preparation of invoice statements of Professional’s fees and as a basis for the City’s approval of such invoice statement.
- (iv) *Billing Period:* Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of City’s receipt of Professional’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (v) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Services

shall be included in **Exhibit “C”**. If these items are not specifically accounted for in **Exhibit “C”** they shall not be considered reimbursable expenses.

- (B) *Hourly Rate Adjustment.* Upon thirty (30) days written notice Professional may request to renegotiate Professional’s hourly rates. No more than one request may be made in any calendar year and such request shall not cause the hourly rates to increase more than three percent (3%) above the then current hourly rates. The then current hourly rates shall continue in effect until any new hourly rate is approved by City Administrator. Should City Administrator not approve the requested rate adjustment within sixty (60) days of receipt of the request Professional may terminate this Agreement as provided in **Section 8**.

Section 4. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of Professional and termination of this Agreement without any or further liability to City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached **Exhibit “D”** throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in **Exhibit “D”**, Professional shall maintain the following limits and types of insurance, when applicable:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a “claims made” basis, the certificate of insurance must clearly state coverage is on a “claims made” basis and coverage must remain in effect for at least two years after final payment with Professional continuing to furnish City certificates of insurance.

Workers Compensation Insurance: Professional shall carry and maintain during the term of this Agreement, workers compensation and employers’ liability insurance meeting the requirements of the State of Texas on all Professional’s employees carrying out the work involved in this Agreement.

General Liability Insurance: Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage,

coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by Professional or its employees.

Subcontractor: In the case of any work sublet, Professional shall require subcontractor and independent contractors working under the direction of either Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as **Exhibit "E"**.

Section 7. Miscellaneous Provisions.

(A) *Subletting*. Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of City in the subletting of any work shall not relieve Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents*. Upon completion or termination of this Agreement, all documents prepared by Professional or furnished to Professional by City shall be delivered to and become the property of City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT

LIABILITY TO PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to City but shall grant to City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. Professional may, at Professional's expense, have copies made of the documents or any other data furnished to City under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that Professional has a professional seal it shall placed on all documents and data furnished by Professional to City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by City and Professional. City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Professional shall furnish City with satisfactory proof of compliance.

(E) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to City and, at the sole option of City, City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(F) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the

delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(G) *Agreement prevails.* In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern.

Section 8. Termination

A. City's right to terminate.

- (i) *For Cause.* If through any cause, the Professional shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to the Professional of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. If City terminates this Agreement for cause, Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by Professional considering the actual costs incurred by Professional in performing work to date of termination, the value of the work that is nonetheless usable to City, the cost to City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to City of the work performed at time of termination.
- (ii) *For Convenience.* City may terminate this Agreement at any given time by giving at least thirty (30) days' notice in writing to the Professional. If the Agreement is terminated by City as provided herein, the Professional will be paid for the time provided and expenses incurred up to the termination date.

B. Professional's right to terminate.

- (i) *For Cause.* If through any cause, City shall fail to timely make payment of compensation earned by Professional under this Agreement, or reimburse expenses owed to Professional under this Agreement, then in such case, Professional shall have the right to terminate this Agreement by giving written notice to City of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, City shall promptly pay to

Professional all undisputed delinquent amounts owed.

- (ii) *For Failure to Renegotiate Rates.* Upon sixty (60) days written notice, from the date Professional sent notice of the request for rate adjustment, Professional may terminate this Agreement if City Council did not renegotiate the hour rates to Professional's satisfaction. If the Agreement is terminated by Professional, as provided herein, Professional will be paid for the time provided and expenses incurred up to the termination date.

C. *Documents.* In the event the Agreement is terminated for any reason under Section 4 or this Section 8, and City has made payments of all amounts due to Professional under this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by, and under its control of, Professional shall, at City's election, become City's property and upon demand Professional shall promptly deliver same to City.

Section 9. Indemnification. Professional agrees to indemnify and hold City of Castroville, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – **BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE.**

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

If to Professional:

Michael Persyn, PE
40 NE Loop 410
Mercantile Building, Suite 545
San Antonio, TX 78216

If to City:

City of Castroville
Attn: Scott Dixon, City Administrator
1209 Fiorella
Castroville, TX 78009

with a copy to:

City Attorney
City of Castroville, Texas
Attn: Dan Jones
2517 N. Main Avenue
San Antonio, Texas 78212

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Medina County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Medina County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. Exhibits to this Agreement include the following:

- **Exhibit “A”** Scope of Services
- **Exhibit “B”** Compensation
- **Exhibit “C”** Task Order
- **Exhibit “D”** Insurance Requirements
- **Exhibit “E”** Evidence of Insurance

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.

The remainder of this page is intentionally blank and signature page follows:

EXECUTED, by City and Professional on this the _____ day of _____, 20____.

CITY:

CITY OF CASTROVILLE

By: _____
Scott Dixon , City Administrator

ATTEST:

Debra Howe, City Secretary

PROFESSIONAL:

H.W. LOCHNER, INC.

By: _____
Michael Persyn, PE,
Vice President

Exhibit “A”
Scope of Services

Scope of Services

Part 1

Scope of Basic Services

No minimum work is guaranteed and the relationship shall be non-exclusive so as to allow the City to use other firms as the City deems necessary or appropriate. The Professional shall provide a full range of professional services to assist in successful completion of a variety of municipal public works and land development type projects. The Professional may be reimbursed for those expenses incurred for the exclusive benefit of the City. Other expenses, including, but not limited to, professional license fees, membership fees, and mileage, are not reimbursable.

Basic services are those that are generally provided by a City Engineer on a routine basis. Such services include the following:

- A. Plan Review Services: Professional shall provide technical review of development applications for compliance with the city's regulatory codes and applicable state law or administrative rules. Such development applications include site plans, subdivision plans, improvement plans, land disturbance plans, construction plans, traffic impact plans, drainage plans, and escrows relating to development projects proposed by applicants.
- B. City Project Design Service: Design a full array of public works type projects including transportation infrastructure systems, water and sanitary sewer systems, and stormwater management systems, in a manner that the infrastructure is functional and cost effective and provide structural/engineering guidance for municipal structures.
- C. Surveying, Easements and Related Services: Professional shall perform boundary surveys, topographic surveys, construction staking, prepare easement plats and easement documents, and assist in easement acquisition.
- D. Environmental Services and Regulatory Agency Interactions: The City Engineer shall assist City in regulatory compliance and permitting with regulatory agencies including but not limited to the following: Texas Department of Transportation, Texas Department of Agriculture, Texas Water Development Board, Texas Commission on Environmental Quality, Edwards Aquifer Authority, U.S. Army Corps of Engineers, Federal Emergency Management Agency, Federal Highway Administration, United States Environmental Protection Agency.

Part 2

Scope of Additional Services

Additional Services are those that are not routinely needed; but rather arise as a result of a specific need of City. City may request additional services from Professional on an as needed basis. The request for additional services shall include a scope of services addressing the additional services requested. If Professional accepts the request for additional terms the delivery of same shall be subject to the terms and conditions of this Professional Services Agreement as same may be amended by the scope of services for the additional services. Additional services include:

- A. Design, and supervision, of a public works projects including transportation infrastructure systems, water distribution systems, and storm-water management systems.
- B. Technical assistance in the drafting or amending municipal ordinances, development guidelines, rules and regulations.
- C. Field verification of infrastructure improvements and drainage facilities during and post construction related to new subdivisions. Consultation related to materials testing and inspection of streets and drainage improvements.
- D. Site plans of concept plans for municipal projects. Grant Assistance: As requested, complete or assist in the completion of grant or loan applications for City projects.

Part 3 Scope of Basic and Additional Services (matters applicable to both)

In providing Basic or Additional Services Professional agrees to the following:

- A. CAD and GIS Capabilities: Professional shall have computer-aided drafting and geographical information system capabilities.
- B. Meeting Attendance and Participation: Professional shall, upon request, attend a variety of City meetings, including, but not limited to, planning and zoning meetings, council meetings, meetings of affected property owners, and meetings with city staff and developers.
- C. Work Product: Professional shall provide City with copies of all work products without limitation, which shall include reports, analyses, correspondence, plans, proposals, submittals, schematics, exhibits, drawings and any other documents produced in connection with the consulting relationship with City in printed form, as well as in electronic form to include portable document format and the root file(s).
- D. Assignment of Professional Engineer: Professional shall assign to City a minimum of one (1) staff person who is a Professional Engineer licensed to practice in the State of Texas.

**Exhibit “B”
Compensation**

Exhibit “C”
Task Order

Task Order [Insert number]
City of Castroville – Professional Services Agreement Number [Insert]
Task Order Service Agreement for Professional Services

[Date]

[Service Provider]

[Address]

This Task Order, when fully executed in counterparts, authorizes you to provide the professional services described below. Services are to be performed in accordance with the Professional Services Agreement No. <Agreement #> dated <date Professional Services Agreement signed by parties>, for City Engineering Services.

Project Number:

Project Name:

Project Location:

Scope of Work:

Provide [insert]

Schedule:

Start work [insert salient dates]

Deliverables:

Provide [insert]

Compensation:

Compensation for this Task Order shall be: [lump sum or hourly not to exceed] \$_____

Reimbursable charges paid in addition to this amount in accordance with the Professional Services Agreement.

Approval Signatures:

This Task Order may be executed in counterparts, all of which together shall constitute a completely executed Task Order. A copy of a signed Task Order in PDF or facsimile format shall be considered as valid and binding as an original.

Requested by:

By: _____

<Signature>

<Printed name and title of authorized signatory>

Date: _____

Accepted by <Service Provider >:

By: _____

<Signature>

<Printed name and title of authorized signatory>

Date: _____

Exhibit “D”
Insurance Requirements

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

Professional shall comply with each and every condition contained herein. Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with City. Any Subcontractor(s) hired by Professional shall maintain insurance coverage equal to that required of Professional. It is the responsibility of Professional to assure compliance with this provision. The City of Castroville accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Castroville shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Castroville shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Castroville will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Castroville as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Castroville of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Castroville.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering Professionals obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Professional shall furnish The City of Castroville with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Castroville within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Castroville, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Castroville. The certificate of insurance and endorsements shall be sent to:

City of Castroville
City of Castroville

1209 Fiorella
Castroville, TX 78009
Scott.Dixon@castrovilletx.gov

Exhibit “E”
Evidence of Insurance