

City of College Station

PROFESSIONAL SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and CSC Engineering & Environmental Consultants, Inc.(the "Contractor"), for the following work: **Aerial Survey with Volume Calculations and Semi-Annual Groundwater Monitoring at the Rock Prairie Road Landfill** a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed and **Seventy Thousand Five Hundred and 00/100 Dollars (\$70,500.00)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the City, and the City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt and the City's approval of the work and the application for payment.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

[Aerial Survey and Volume Calculations (Task I) completed by September 2004]

[Aerial Survey and Volume Calculations Report (Task I) submitted by November 2004]

[Detection/Assessment Monitoring and Background Monitoring Event One (Task II & III) completed by October 2004]

[Groundwater Sampling Report One (Task II & III) submitted by November 2004]

[Statistical Evaluation Report One (Task II & III) submitted by December 2004]

[Background Monitoring for Inorganic Parameters Only Event One (Task III) completed by January 2005]

[Groundwater Sampling Report One (Task III) submitted by February 2005]

[Detection/Assessment Monitoring and Background Monitoring Event Two (Task II & III) completed by April 2005]

[Groundwater Sampling Report Two (Task II & III) submitted by May 2005]

[Statistical Evaluation Report Two (Task II & III) submitted by June 2005]

[Background Monitoring for Inorganic Parameters Only Event Two (Task III) completed by July 2005]

[Groundwater Sampling Report Two (Task III) submitted by August 2005]

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described above. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
8. **OPTION - SELECT A OR B (initial) (both A & B shall apply if contract amount is over \$15,000.00)**

WRC

A. The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list College Station, its employees, and officials as additional named insureds. See Exhibit B for required limits of insurance. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit C.

- OR -

WRC

B. It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the

City, any other party indemnified hereunder, the Contractor, or any third party.

9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby 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 or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.**
10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
12. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
16. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
17. 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.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors

who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

**CSC Engineering & Environmental
Consultants, Inc.**

BY: WR Cullen
Printed Name: W. R. CULLEN
Title: PRES

7/27/04
Date

CITY OF COLLEGE STATION

BY: _____
Ron Silvia, Mayor
(required if Contract is \$50,000 or more)

Date

ATTEST:

Connie Hooks, City Secretary
(required if Contract is \$50,000 or more)

Date

CITY OF COLLEGE STATION

BY: _____
Thomas E. Brymer, City Manager

Date

APPROVED:

Carla A Robinson
City Attorney

Date

Director of Fiscal Services

Date

Exhibit A

SCOPE OF SERVICES

Task I – Aerial Survey and Volume Calculations

The proposed scope of work will include an aerial survey of the facility, data development and evaluation, and report preparation documenting results of the aerial survey and volume computations. CSC will be the lead firm for this task and will subcontract the aerial survey to Dallas Aerial Surveys.

As previously mentioned, Dallas Aerial Surveys will perform the aerial topographic survey of the permitted area. The survey will incorporate several panel points to ensure the vertical and horizontal accuracy of the aerial survey. CSC will coordinate the locations of these reference points with BVSWMA prior to the aerial survey. BVSWMA personnel will be responsible for the location of control points as designated by Dallas Aerial Surveys. Subsequently, Dallas Aerial Surveys will develop the topographic information and provide the electronic data to CSC for further analysis.

CSC proposes to develop, from the topographic survey, the remaining volume capacity within the permitted area. The topographic information will be used to create a base model of the permitted area and will be overlain with a final closure contour model that has been developed as part of the permit documents for the facility. AutoCad Land Development Desktop or Surfer 6.0 will be used to approximate the remaining capacity of the permitted area. A final report documenting the results of the annual topographic survey and volume computations will be submitted to BVSWMA as a final deliverable for this task.

Task II – Groundwater Detection/Assessment Monitoring for Active Landfill

Groundwater Purging & Sampling

The proposed scope of services for Task II will entail continuing the detection/assessment monitoring (as applicable) of nine existing groundwater monitor wells at the RPRLF. The activities associated with each monitoring event will be conducted in accordance with the Groundwater Sampling and Analysis Plan (GWSAP). The proposed Detection/Assessment Monitoring Events for the Active Landfill will include the following dates: October 2004 and April 2005. Each monitoring event will include purging, sampling, and collecting field data for each of the existing nine wells. Each groundwater monitoring event will include the performance of detection monitoring for MW-1, MW-5, MW-6R, MW-7, MW-9, MW-10, and MW-11; and also assessment monitoring for MW-4 and MW-8R. Samples will be properly collected, packaged, and delivered to an independent third-party laboratory for analysis of detection/assessment monitoring constituents as stated in the facility's GWSAP.

Laboratory quality assurance/quality control (QA/QC) protocols have been developed to meet the procedural requirements described in the latest edition of SW-846. Reagent blanks, method blanks, spike blanks, duplicate spike blanks, and other laboratory procedures will be followed as part of the QC procedures. Trip blanks, field blanks, and field duplicates will also be incorporated into the sampling scheme in accordance with the GWSAP.

Data Analysis and Report Preparation

Task II will also entail reporting and statistical evaluation of groundwater analysis in accordance with the GWSAP and the Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste Management regulations in 30 TAC 330.233(f) and (g). Results of the analyses of groundwater samples and the TNRCC-0312 form will be completed and submitted to BVSWMA in the groundwater monitoring report. The report and TNRCC-0312 forms will be submitted to the TCEQ within 45 days of the sampling event in accordance with the GWSAP. In addition, the results of each groundwater monitoring event will also be submitted, to the TCEQ, in electronic format as required by the Municipal Solid Waste (MSW) Permits Section of the TCEQ.

In accordance with the GWSAP, measures will be taken to transform data to a normal distribution, adjust for seasonality, and adjust for censored data, etc., during the statistical evaluation. The results of the statistical evaluation of the groundwater data will be submitted to BVSWMA in the statistical evaluation report. The report will also be submitted to the TCEQ within 90 days of the sampling event.

We anticipate that BVSWMA will review the reports and sign the appropriate pages of each report. CSC will forward the original report and one copy to the TCEQ in Austin, and one copy directly to the TCEQ Regional Office (Region 9, Waco).

Task III – Groundwater Background Monitoring for the Lateral Expansion Area

Groundwater Purging & Sampling

Task III will entail background monitoring of the groundwater monitoring system for the RPRLF – Lateral Expansion Area. The proposed scope of services will allow for the determination of the quality of background groundwater conditions that have not been affected by any active landfill unit. The activities associated with the background monitoring events will be conducted in accordance with the GWSAP. The Background Monitoring Event for Organic Parameters for the Lateral Expansion Area will include the following dates: October 2004 and April 2005. With respect to this proposal, the Background Monitoring Event for Inorganic Parameters for the Lateral Expansion Area will include the following dates: October 2004, January 2005, April 2005, and July 2005. Background Monitoring will be conducted for MW-12, MW-13, MW-14, MW-15, and MW-16; and will consist of two of the required four events monitoring for inorganic parameters and four of the required eight events monitoring for inorganic constituents. Each event will include purging, sampling, and collecting field data for each well within the system. Samples will be properly collected, packaged, and delivered to an independent third-party laboratory for analysis of background constituents as stated in the facility's GWSAP.

Laboratory quality assurance/quality control (QA/QC) protocols have been developed to meet the procedural requirements described in the latest edition of SW-846. Reagent blanks, method blanks, spike blanks, duplicate spike blanks, and other laboratory procedures will be followed as part of the QC procedures. Trip blanks, field blanks, and field duplicates will also be incorporated into the sampling scheme in accordance with the GWSAP.

Data Analysis and Report Preparation

Task III will entail reporting of groundwater analysis in accordance with the GWSAP and the TCEQ Municipal Solid Waste Management regulations in 30 TAC 330. For each monitoring event, results of the background samples and the TNRCC-0312 form will be completed and submitted to BVSWMA in the background monitoring report. The report and TNRCC-0312 forms will be submitted to the TCEQ within 45 days of the sampling event in accordance with the GWSAP. In addition, the results of each background monitoring event will also be submitted in electronic format as required by the Municipal Solid Waste (MSW) Permits Section of the TCEQ.

We anticipate that BVSWMA will review the reports and sign the appropriate pages of each report. CSC will forward the original report and one copy to the TCEQ in Austin, and one copy directly to the TCEQ Regional Office (Region 9, Waco).

Project Cost Estimate and Schedule

A cost breakdown for these activities is presented in Table 1 (Attachment A). The costs listed in Table 1 represent an estimate of the labor, equipment, and direct expenses, including subcontract analytical charges, for the monitoring event and reporting requirements. Based on the aforementioned scope of services and attached schedule (Attachment A), the total project cost for all monitoring events is estimated to be \$70,500. All charges for the project will be incurred on a time-and-materials basis in accordance with the schedule provided in Attachment A. *It should be noted that BVSWMA will be invoiced only for those work units actually performed in association with the referenced monitoring tasks.*

ATTACHMENT A

Table 1 and Fee Schedule

Table 1. Groundwater Monitoring Events & Total Costs

Description	Date	Cost (\$)
Aerial Survey and Volume Calculations (Task I)	September 2004	\$8,500
Detection/Assessment Monitoring and Background Monitoring (Task II & III)	October 2004	\$18,000
Background Monitoring for Inorganic Parameters Only (Task III)	January 2005	\$13,000
Detection/Assessment Monitoring and Background Monitoring (Task II & III)	April 2005	\$18,000
Background Monitoring for Inorganic Parameters Only (Task III)	July 2005	\$13,000
Total		\$70,500

CSC ENGINEERING & ENVIRONMENTAL CONSULTANTS, INC.

FEE SCHEDULE FOR PROFESSIONAL, TECHNICAL, AND SUPPORT PERSONNEL

Professional, technical, and support staff utilized for sample analyses, evaluations, studies, project planning, coordination, consultation and report preparation, and other required Client services, are billed by personnel charged directly to the project at the rate indicated below:

Job Category	Hourly Fee
Senior Scientist/Engineer II	95
Senior Scientist/Engineer I	85
Project Scientist/Engineer II	75
Project Scientist/Engineer I	65
Staff Scientist/Engineer II	55
Staff Scientist/Engineer I	45
Production/Technical Drafting	40
Technical Assistant	35

All salary schedules may be, with thirty (30) days written notice to Client, supplemented and revised from time to time to allow Consultant to attract and retain competent personnel for the performance of the work.

EXHIBIT B

INSURANCE REQUIREMENTS

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

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation
- (d) Professional Liability

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "D", and approved by the City *before* work commences.**

3. The Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.
- (f) The certificates of insurance shall be prepared and executed by the insurance

company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.

- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

5. **Commercial (General) Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

6. **Business Automobile Liability** requirements:

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

7. **Workers' Compensation Insurance** requirements:

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

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of

whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

*C. The Contractor must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.*

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of

coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of

*coverage of any person providing services on the project; and
(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

8. Professional Liability requirements:

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$25,000.00.
- (c) Coverage must be maintained for two (2) years after the expiration of the term or termination of this Contract.

EXHIBIT C
CERTIFICATES OF INSURANCE

CRC 3/16/00
Contract No. 04189
7/27/04