STATE OF TEXAS	)	AGREEMENT FOR DAY-TO-DAY
	)	WORK FOR THE DEMOLITION OR
COUNTY OF BRAZOS	)	REMOVAL OF STRUCTURES

This is an Agreement by and between the CITY OF COLLEGE STATION, a Texas Municipal Corporation (hereinafter referred to as "CITY"), by and through its authorized representative, the Administrator of the City of College Station Office of Community Development, or a designated appointee of the Administrator (hereinafter referred to as "the City's Representative"), and B/CS CONSTRUCTION (hereinafter referred to as "CONTRACTOR"), for demolition/removal of Residential Houses/Duplexes (including Bid Alternate I) in accordance with terms, conditions and specifications of Bid No. 06-40. Houses/Duplexes are located at located at 2605 Texas Avenue, College Station, Texas; and 2801 Hard Rock Circle; 1500 Rock Hollow Loop, Bryan, Texas, a service provided by him as an independent contractor. The CONTRACTOR agrees to perform the work specified in the Contract Documents, and the CITY agrees to pay the CONTRACTOR the total amount of Thirty Two Thousand Nine Hundred Fifty and NO/100 ($32,950.00) for work that is completed and that is accepted by the City's Representative. Said payment shall be made in one lump sum, and shall be payable only after completion of the project.

1. Contract Documents. The contract documents and their order of priority shall be as follows:

1.01. This signed Agreement;

1.02 Specifications Data Sheet/Work Write-Up for Demolition; and

1.03 Request for Demolition.

These documents shall herein be referred to as "the Contract Documents."

2. This project shall be administered by the City's Representative. The City's Representative may review and inspect the work of the CONTRACTOR. The

CONTRACTOR shall regard and obey the directions and instructions of the City's Representative, provided such directions and instructions are consistent with the obligations of this Agreement. Any directions or instructions given to the CONTRACTOR by the property owner or any other third person not party to this Agreement shall not be acted upon by the CONTRACTOR without the express written direction of the City's Representative to so proceed.

3. The CONTRACTOR shall forward all communications with the CITY, written or oral, to the City's Representative. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the party's last designated business address. Each party shall have the right to change its business address by at least thirty (30) calendar days' written notice to the other party of such change.

4. The CONTRACTOR shall be prepared to perform the work in the most expedient manner possible. The parties agree that time is of the essence in this Agreement. The work encompassed in this Agreement shall be commenced on the date to be specified in the notice to proceed. Said notice to proceed may be given by oral notification or in writing. In the event of any dispute, the records of the City's Representative shall be conclusive evidence as to the date specified on the notice to proceed.

5. The CONTRACTOR shall complete and be responsible for all work as specified, indicated, or described in the Contract Documents. All work done must be in strict conformity with this Agreement and other contract documents. The substantial completion of work shall not excuse the CONTRACTOR from completing all work undertaken, whether of a minor or major nature, and thereby completing the project in accordance with the Contract Documents. In the event that the CONTRACTOR fails to perform the work as required for final completion of the work encompassed by this

Agreement, the CITY may contract with a third party to complete the work and the CONTRACTOR shall assume and pay the costs of the performance of the work as contracted.

6. Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendents, laborers, insurance, water, electricity, fuel, transportation, and all other facilities and utilities necessary for the execution and completion of the work specified or contemplated under the Contract Documents.

7. The CONTRACTOR shall secure and pay for all permits, fees, licenses, and inspections necessary for the proper execution and completion of the work. The CONTRACTOR shall give all notices required by law and comply with all laws, ordinances, regulations, codes, rules and lawful orders of any public authority bearing on the performance of the work.

8. The work shall be completed within forty-five (45) calendar days from the date specified in the notice to proceed that is given by the City's Representative. In the event that the CONTRACTOR reasonably believes that he will require an extension of time within which to complete the work due to changes in the work required or due to some act or event beyond CONTRACTOR'S control, CONTRACTOR shall immediately submit a written request for an extension of time, stating in the request the additional time sought and reasons therefor. Within three (3) calendar day of receipt of said request, the City's Representative shall grant or deny, in whole or in part, the CONTRACTOR'S request. As used in this Agreement, the term "calendar day" shall mean any day of the week or month, no days being excepted.

9. Throughout the progress of the work, the CONTRACTOR shall keep the working area free from unnecessary debris of all types, and routinely remove from the premises all rubbish, resulting from any work done by him each day. At the completion of the work, the CONTRACTOR shall leave the premises in a clean condition, free of

debris. Any failure by the CONTRACTOR to do so may be remedied by the CITY and charged back to the CONTRACTOR.

10. The City's Representative shall have the right to order the work of the CONTRACTOR or any subcontractor wholly or partially stopped immediately if, in the judgment of the City's Representative, any of the work done is not in strict accordance with this Agreement or any portion of the work is being performed so as to create a hazardous condition. Such stoppage shall neither invalidate any of the CONTRACTOR'S performance obligations under this Agreement, including the time for performance, nor will extra charge be allowed the CONTRACTOR by reason of such stoppage or suspension.

11. The CONTRACTOR shall retain personal control and give his personal attention to the fulfillment of this Agreement. The subletting of any portion or feature of the work required in the performance of this Agreement shall not relieve the CONTRACTOR from his full obligation to the CITY as provided by this Agreement.

12. It is understood and agreed by the parties that CONTRACTOR is an independent contractor retained for the above-mentioned purpose. It is further understood that said work is done on a day-to-day basis. 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.

13. The CITY will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the United States Internal Revenue Service or other State or Federal agencies.

14. CONTRACTOR shall procure and maintain at his sole cost and expense for [illegible] property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, volunteers, employees or subcontractors listing College Station, its employees and officials as additional insured.

Required limits of insurance shall be obtained by the CONTRACTOR as set forth in the Addendum to this Agreement, and said Addendum shall be incorporated into this Agreement by reference as is fully copied and set forth at length.

15. **CONTRACTOR assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes and discharges 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, including death of, person (whether they be third persons, contractor, or employees of either of the parties hereto) and any loss of or damage to property (whether the same be that either of the parties hereto or of third parties) caused by or alleged to be caused, arising out of, or in connection with CONTRACTOR's work to be performed hereunder whether or not said claims, demands and causes of action in whole or in part are covered by insurance.**

16. Workers' Compensation Insurance Definitions

16.01 Definitions:

16.01.01 Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (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.

16.01.02 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.

16.01.03 Persons providing services on the project (subcontractor in this definition) - 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. "Service" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Service" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

16.02 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.

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

16.04 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.

16.05 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(a) 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 [illegible]

(b) 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.

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

16.07 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.

16.8 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.

16.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

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

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

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

(d) obtain from each other person with whom it contracts, and provide to [illegible];

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

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

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

(f) notify the 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

(g) 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.

16.10 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.

16.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor, which 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.

17. This Agreement is entered into by an organization which qualifies for sales and use tax exemptions pursuant to the Texas Tax Code, Sections 151.301, 151.307 and

151.309. The CONTRACTOR must divide the price for materials that will be incorporated into the project and the price for skill and labor into separated contracts. Therefore, it is the CONTRACTOR's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate which shall enable CONTRACTOR to buy the materials to be incorporated into the completed capital project and then resale the aforementioned materials to the CITY without paying the tax on the materials at the time of purchase.

18. This Agreement 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.

19. The parties hereby state that they have read the terms of this Agreement and hereby agree to the conditions contained herein.

20. No waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent wavier of the same term or condition.

21. It is understood 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 matte. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement may only be amended by written instrument approved and executed by the parties.

22. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective

provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

B/CS CONSTRUCTION

By: Domingo Munoz
Printed Name: Domingo Munoz
Title: Owner
Date: 12-21-2005

CITY OF COLLEGE STATION

By:_____
Ron Silvia, Mayor
Date:_____

ATTEST:

Connie Hooks, City Secretary
Date:_____

APPROVED:

Glenn Brown, Interim City Manager
Date:_____

Carla A. Robinson
City Attorney
Date:_____

Jeff Kersten, Finance & Strategic Planning Director
Date:_____

ADDENDUM

INSURANCE REQUIREMENTS

CITY OF COLLEGE STATION CONTRACTS

INSURANCE COVERAGE & LIMIT REQUIREMENTS

EFFECTIVE 10-1-02

[X] **Commercial General Liability, (a.k.a.) Public Liability**

Coverage limit should be **$2 million** aggregate with **$1 million** per occurrence.
This coverage should provide liability coverage for the following:
Fire Damage Liability, **$100,000 minimum**
Medical Expense, **$5,000 minimum**
Personal & Advertising Injury
Products & Completed Operations with Separate Aggregate
Contractual Liability
Host Liquor Liability
Explosion, Collapse, Underground

[X] **Business Auto Liability**

Coverage limit **$1 million combined single limit**
This coverage should provide liability for the following:

Any Auto
All Owned Autos
Scheduled Autos
Hired Autos
Non Owned Autos, (includes rented & leased vehicles)

[X] **Workers Compensation**

Coverage Limit **Texas Statutory**

[X] **Employers Liability**

Coverage Limit **$1,000,000/ $1,000,000/ $1,000,000**
This coverage should provide liability for the following:

E.L. Each Accident	**$1,000,000**
E.L. Disease- Each Employee	**$1,000,000**
E.L. Disease- Policy Limit	**$1,000,000**

[ ] **Professional Liability**

Coverage Limit **$2 million** Aggregate with **$1 million** per occurrence*
Claims made policies are ***acceptable on this line of coverage****
Must have an ***Extended Reporting Period Endorsement****

☐ **Pollution Liability**

Coverage Limit **minimum** **$1 million or $5 million** depending upon DOT/TNRCC Classification of materials being transported. (Can be endorsed onto Business Auto Liability on form **MCS-90 Endorsement- Motor Carrier Policies for insurance for Public Liability)**

☐ **Umbrella / Excess Liability**

Coverage Limit **minimum** should be equal to or Greater than **$5million** per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage **MUST** follow form. (***Coverage Limit Requirement as Determined by the City's Risk Manager***

☐ **Builders' Risk**

(***Coverage Limit Requirement as Determined by the City's Risk Manager***)

☐ **Performance Bonds & Payment Bonds**

Required on construction projects at $100,000.00 and above. However, City has the option to have a performance bond on projects below $100,000.00 dollars. Payment bonds are also required on projects at $25,000.00 and above.

☐ **Commercial Crime/Fidelity Bond**

(*Coverage Limit Requirement as Determined by the City's Risk Manager*)

☐ **Liquor Legal Liability** (if alcohol is sold on premise)

(***Coverage Limit Requirement as Determined by the City's Risk Manager***)

☐ **Tenant's Contents and Betterments**

Required for Tenant's renting/leasing City of College Station Building / Office Space

(***Coverage Limit Requirement as Determined by the City's Risk Manager***)

☐ **Leasehold Interest Insurance**

Required when renting or leasing City of College Station buildings or offices.
(*Coverage Limit Requirement as Determined by the City's Risk Manager*)

INSURANCE REQUIREMENTS

During the term of this Agreement all of Contractor's insurance shall meet the following requirements:

1. Standard Insurance Policies Required:

   (a) Commercial General Liability Policy
   (b) Business Automobile Liability Policy
   (c) Workers' Compensation Policy

2. 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.

   (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.

   (e) Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.

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

3. **Commercial General Liability**

   (a) General Liability insurance shall be written by a carrier with a B+: VII or better rating in accordance with the current Best Key Rating Guide.

   (b) Limit of $1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of $2,000,000.00 which limits shall be endorsed to be per Project.

   (c) Coverage shall be at least as broad as ISO form GC 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 the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and, "Explosion, Collapse, and Underground" coverage.

4. **Business Automobile Liability**

(a) Business Automobile Liability insurance shall be written by a carrier with a B+: VII or better rating in accordance with the current Best Key Rating Guide.

(b) Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.

(c) Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.

(d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.

(e) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

(f) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00.

5. Those policies set forth in Paragraphs 3, 4 and 5 shall contain an endorsement providing that the City is an additional insured and further providing that those policies shall be primary to any insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to all of the requirements stated herein. **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.**

6. **Workers' Compensation Insurance**

(a) **Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of 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 $1,000,000.00 for each accident are 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, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, 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 [illegible] providing services on the project, that

(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. [illegible] 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."

7. **Certificates of Insurance** shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

(a) The company is licensed and admitted to do business in the State of Texas.

(b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.

(c) All endorsements and insurance coverage's according to requirements and instructions contained herein.

(d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.

(e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 12/21/2005

PRODUCER
Jones & Associates, Inc.
1200 E. Villa Maria Rd.
PO Box 4044
Bryan TX 77805

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
B-CS CONSTRUCTION
1504 FAIRHAVEN
COLLEGE STATION TX 77845

INSURERS AFFORDING COVERAGE

INSURER A: Atlantic Casualty
INSURER B: Progressive Ins Co
INSURER C:
INSURER D:
INSURER E: Texas Mutual Ins Co

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	L089002167	01/13/2005	01/13/2006	EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 100,000
					MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	08363146-0	11/16/2005	11/16/2006	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP0001126183	01/13/2005	01/13/2006	X WC STATUTORY LIMITS X OTHER	
					E.L. EACH ACCIDENT	$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of College Station is named as additional insured on the Commercial Auto & Commercial General Liability policies listed above. The above policies also contain a waiver of subrogation on the Workers Comp policy.

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: ____

City Of College Station
ATTN: Cheryl K Turney
1101 Texas Ave South
College Station TX 77842

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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