



STANDARD AGREEMENT

(version 1-7-2021)

This AGREEMENT (“Agreement”) is entered by and between **Alpha Testing, Inc.** (“Contractor”), located at **6513 West Little York Rd., Houston, TX 77040** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Professional Services for Construction Materials Testing (CMT)**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **July 27, 2021** and shall expire on **March 31, 2022**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$25,579.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor **is** required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the "Parties") agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor's delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm's length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.
9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

(signature block on next page)

Executed on _____ . *(date to be filled in by City Secretary)*

ALPHA TESTING, INC - "Contractor"



Joseph Culley

CITY OF LEAGUE CITY – "City"

John Baumgartner, ICMA – CM, P. E.
City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(There are 16 pages for Exhibit A, including this page)

See Next Page

CMT COST ESTIMATE

**Southeast Area Service Trunks Section
5 (Preliminary)**

**From F.M. 270 to South Shore Boulevard
League City, Texas**

Cost Estimate No: 84454



Environmental

Geotechnical

Construction Materials



Geotechnical
Construction Materials
Environmental
TBPE Firm No. 813

6513 West Little York
Road
Houston, Texas 77040

Tel: 713.360.0460
Fax: 713.360.0481
www.alphatesting.com

Revised: 7/6/21

06/03/21

CITY OF LEAGUE CITY

300 West Walker
League City, Tx 77573

Attention: Jaime Dino
jaime.dino@leaguecitytx.gov

Construction Materials Testing
Services and Fees

**SOUTHEAST AREA SERVICE TRUNKS
SECTION 5 (PRELIMINARY)**

League City, Texas

Cost Estimate No: 84454-19-42H

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the white copy of the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Heath Helgeson at 713-360-0473, we are available to discuss any questions at your convenience.

Respectfully submitted,

ALPHA TESTING, INC.

Joseph Culley II, S.E.T.
CMT Department Manager

Heath Helgeson
Senior CMT Estimator

JC/HH

Attachments: Acceptance Sheet
General Terms and Conditions



HISTORY

Alpha Testing, Inc. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

BUSINESS LOCATIONS

1. Dallas Office – Corporate

2209 Wisconsin St., Suite 100, Dallas, Texas 75229
(V) 972-620-8911 (F) 972-620-1302
Brian Powell, PE, President: bpowell@alphatesting.com
Ken Combs, Vice President: kcombs@alphatesting.com

2. Fort Worth Office

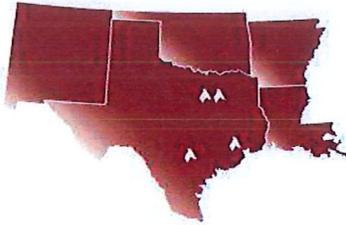
5058 Brush Creek Rd. Fort Worth, TX 76119
(V) 817-496-5600 (F) 817-496-5608
Tim Begole, CET, CMT Manager: tbegole@alphatesting.com
Brian Hoyt, PE, Geotechnical Manager: bhoyt@alphatesting.com

3. San Antonio Office

12766 O'Connor Rd. San Antonio, TX 78233
(V) 210-249-2100 (F) 210-249-2101
Adam Heiman, PE, Geotechnical Dept. Manager: aheiman@alphatesting.com

4. Houston Office

6513 W. Little York Road, Houston, TX 77040
(V) 713-360-0460 (F) 713-360-0481
Roy Saravanathiiban: rSaravanathiiban@alphatesting.com
Joseph Culley, SET, Regional Manager: jculley@alphatesting.com



Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience. Alpha's Houston office is A2LA accredited and a qualified to perform special inspections in the City of Houston.



PROJECT INFORMATION

It is our understanding that new waterlines are to be placed from F.M. 270 to South Shore Boulevard in League City, Texas. **In this cost estimate, we are providing our estimate of the testing anticipated based on our understanding of the project information provided in the contract documents: civil plans dated: 5/13/2021.**

During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule Alpha Testing will estimate the project based comparable project production rates and typical industry standards. We will finalize our proposal once a construction schedule becomes available.

SITE PREPARATION, FILLING, BACKFILLING

Based on our understanding of the information provided for this project, field density testing is required on the sub-grade and fill materials placed. It is estimated that an engineering technician could be required on-site for about 122 hours to perform field density tests. In addition, the technician could obtain approximately 3 soil samples for laboratory proctor analysis.

UTILITIES

Based on our understanding of the information provided, field density testing is required on the backfill material placed. We have estimated that approximately 11,076 linear feet of waterlines would be placed. We have estimated that our engineering technician could be required on-site for approximately 224 hours to perform approximately 977 field density tests. In addition the technician could obtain approximately 3 soil samples for laboratory proctor analysis.



SCOPE OF SERVICES

SITE PREPARATION, FILLING, BACKFILLING

Building Structures: 1 FDT every 2,500 square feet and 6 inch lift

Paving: 1 FDT each 5,000 square feet and 6 inch lift

Atterberg Limit Test: 1 sample to be obtained every 10,000 square feet per 6 inch lift

All areas supporting slab foundations, flatwork, pavement or areas to receive new fill should be properly proofrolled, compacted and tested.

UTILITIES

Trench backfill: 1 density test for every 100 linear feet each 6 inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards



ESTIMATED TESTING SCHEDULE

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on-site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative, and ALPHA TESTING, INC. does not assume the responsibility for assuring all required tests are performed. If desired, ALPHA could monitor testing frequencies and locations during the progress of the work to assure the required testing is performed, at an additional cost.

I. Site Preparation, Filling, Back Filling

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	100.00	\$42.00	\$4,200.00
Density Testing (ot) /Hour	22.00	\$63.00	\$1,386.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Nuclear Density Gauge/Trip	17.00	\$60.00	\$1,020.00
Proctor #/Each	3.00	\$185.00	\$555.00
Atterberg Limit Test/Each	3.00	\$65.00	\$195.00
-200 Sieve/Each	3.00	\$65.00	\$195.00
Vehicle Trip Charge/Trip	18.00	\$60.00	\$1,080.00
Engineering Report Review/Hour	3.00	\$95.00	\$285.00
Subtotal			\$9,084.00

II. Utilities

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	200.00	\$42.00	\$8,400.00
Density Testing (ot) /Hour	24.00	\$63.00	\$1,512.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Nuclear Density Gauge/Trip	37.00	\$60.00	\$2,220.00
Compressive Strength of Stabilized Sand/Each	2.00	\$200.00	\$400.00
Proctor #/Each	3.00	\$185.00	\$555.00
Atterberg Limit Test/Each	3.00	\$65.00	\$195.00
-200 Sieve/Each	3.00	\$65.00	\$195.00
Vehicle Trip Charge/Trip	38.00	\$60.00	\$2,280.00
Engineering Report Review/Hour	6.00	\$95.00	\$570.00
Subtotal			\$16,495.00

Grand Total: **\$25,579.00**

*Should ALPHA TESTING, INC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.



**CMT
ACCEPTANCE FORM**

Date:	July 6, 2021	Alpha Cost Estimate No:	84454-19-42H
	SOUTHEAST AREA SERVICE		
	TRUNKS SECTION 5		
Project Name:	(PRELIMINARY)	CMT Estimate	\$25,579.00
Project City:	League City, Texas		

*** Highlighted Areas Must Be Filled Out ***

CLIENT: _____	ATTN: _____
ADDRESS: _____	EMAIL: _____
CITY/STATE/ZIP: _____	PHONE/FAX: _____
OWNER OF PROPERTY: _____	
ADDRESS: _____	CITY/STATE/ZIP: _____
PROJECT LEGAL DESCRIPTION: _____	
PROJECT COUNTY: _____	

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Houston, Texas. No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to the site to perform the work.

Cost Estimate ACCEPTED BY: _____

Signature	Title	Date
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Accounts Payable Contact:
Name: _____ Phone: _____ Email: _____

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technicians time ticket upon completion of our daily work: _____

If no names are provided it will be understood no authorized field representative signature is required.

REPORTS WILL BE PROVIDED TO THE CLIENT VIA THE INTERNET

Please provide a personal password for this project (up to 15 characters): _____ Please provide a valid email address: _____. You will be contacted by email and given your Project ID number to use for login access to the Alpha website, www.alphatesting.com, to retrieve your reports. You can directly print any individual report or all reports within a range of dates you specify.

REPORT DISTRIBUTION

Firm	Contact Name	Email
_____	_____	_____
_____	_____	_____
_____	_____	_____



REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Houston within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip applies to all field work.

All reports are available on line.

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. The dispatcher telephone number is 713-360-0462. All calls made after 5:00 pm, Monday-Friday will be recorded on voice mail and addressed by 7:00 am the next working day. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. When field density testing is the scheduled work, the client will also be invoiced for a minimum half day gauge charge.

Services performed outside a 40 mile radius of this area will be charged mileage of \$.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, which ever is greater.

ALPHA TESTING, INC. provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, ALPHA TESTING, INC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.



“EXHIBIT A”

Terms and Conditions

Section 1: The Agreement

The Agreement between the parties, which shall describe and govern CLIENT’s engagement of ALPHA TESTING, INC. (“ALPHA”) to provide only the services (“Services”) in connection with the project (“Project”) which are specifically identified and agreed to in the proposal (“Proposal”), consists of the Proposal, these General Terms and Conditions (“Terms”), ALPHA’s fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the

Section 2: Standard of Care

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA’s profession currently practicing under similar conditions and in the same locality as the Project. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA’s report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.

Section 3: Site Access and Conditions

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA’s personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA’s performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities.



Section 4: CLIENT's Responsibility and Project Understanding

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA's performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA's work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA's work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA's specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha's work and any fault or claimed deficiency with ALPHA's work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA's work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.

ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT's failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys' fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT's failure to timely provide such new, changed, or additional information.

Section 5: Project Change

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA.



Section 6: Confidentiality

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.

Section 7: Sample Disposal

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.



Section 8: Construction Observations

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

Section 11: RISK ALLOCATION AND LIMITATION OF LIABILITY

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS.



Section 12: Discovery of Unanticipated Hazardous Materials

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.

Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

Section 13: Ground Water Contamination

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA.

Section 14: Insurance

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.



Section 16: Invoices and Payment Terms

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Section 17: Non-Solicitation

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.

Section 18: Resolution of Disputes

Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

(b) Arbitration. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The forgoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 18 shall survive the termination of this Agreement.

Section 19: Governing Law and Survival

Notwithstanding the validity of this Agreement, these terms, their interpretation and performance shall be governed by the law of the State of Texas and shall be construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Insurance Agency 2305 Ridge Road Suite 204 Rockwall, TX 75087	CONTACT NAME: Jeff McLaughlin
	PHONE (A/C, No, Ext): 469-941-4101 FAX (A/C, No): 469-941-4119
	E-MAIL ADDRESS: jeff@mclaughlin-ins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Hartford Fire Insurance Comp. NAIC # 19682
	INSURER B : Hartford Underwriters Ins. Comp. 30104
	INSURER C : Texas Mutual Insurance Company 22945
	INSURER D : Hartford Insurance Comp. of the Midwest 37478
	INSURER E : Hartford Casualty Insurance Comp. 29424
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
AB	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability	Y	Y	46JUNEF1474	04/15/21	04/15/22	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	46UENEF1535	04/15/21	04/15/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	Y	Y	46RHUEF1120	04/15/21	04/15/22	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0002032986	04/15/21	04/15/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	Y/N <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of League City is named as additional insured per the above forms on the General Liability, Business Auto, and Umbrella Policies with Primary and Non-Contributory status per the above General Liability and Business Auto and Waiver of Subrogation per the above forms on the General Liability, Business Auto, Workers Compensation and Umbrella Policies of insured but only to the extent that the limits and forms are required to satisfy the terms of a written contract. Umbrella policy applies excess of General Liability, Auto Liability, and Employers Liability. 30 day notice is in favor of the certificate holder. 10 day notice of cancellation for non-payment of premium. Re: Southeast Area Service Trunks Section 5, F.M. 270 to South Shore Boulevard, League City, TX.

CERTIFICATE HOLDER

City of League City
300 W. Walker St,
League City, Texas 77573
Jaime.Dino@leaguecitytx.gov

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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