

**EXHIBIT  
A**

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK  
AND PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
FOR THE PURCHASE OF  
CISCO BRANDED PRODUCTS AND RELATED SERVICES**

<b>THE STATE OF TEXAS</b>	<b>§</b>	
	<b>§</b>	
<b>CITY OF ROUND ROCK</b>	<b>§</b>	<b>KNOW ALL BY THESE PRESENTS:</b>
	<b>§</b>	
<b>COUNTY OF WILLIAMSON</b>	<b>§</b>	
<b>COUNTY OF TRAVIS</b>	<b>§</b>	

This Agreement for the purchase of Cisco branded products and related services (the “Agreement”) is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2025, (the “Effective Date”) by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the “City,” and PRESIDIO NETWORKED SOLUTIONS GROUP, LLC whose offices are located at 7701 Las Colinas Ridge, STE 600, Irving, TX 75063 referred to herein as “Vendor.”

**RECITALS:**

**WHEREAS**, City desires to purchase Cisco branded products and related services; and

**WHEREAS**, City is a member of the DIR Cooperative Purchasing Program (the “Co- op”) and Vendor is an approved Co-op vendor through Co-op Contract #CPO-5347 <https://dir.texas.gov/contracts/dir-cpo-5347> ; and

**WHEREAS**, City desires to purchase certain goods and/or services from Vendor through the Co-op as set forth herein; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

**1.0 DEFINITIONS**

A. **Agreement** means this binding legal contract between City and Vendor whereby City agrees to purchase specified goods and/or services and Vendor is obligated to sell same. The Agreement includes any exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas

C. **Effective Date** means the date set out in the introductory paragraph above.

D. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment.

E. **Vendor** means Presidio Networked Solutions Group, LLC or any successors or assigns.

## **2.0 EFFECTIVE DATE AND TERM**

A. This Agreement shall remain in full force and effect until it expires as indicated below or is terminated in accordance with Section 14.0.

B. The term of this Agreement shall begin with the Effective Date and end on the 7th day of January, 2030.

## **3.0 SCOPE OF WORK**

A. The goods and related services which are the subject matter of this Agreement are described generally herein and referenced in in the attached **Exhibit “A,”** incorporated herein by reference for all purposes.

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables and services described herein and referenced in **Exhibit “A”** within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

## **4.0 COSTS**

A. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor the amounts set forth in **Exhibit “A”**.

B. The City is authorized to pay the Vendor an amount not-to-exceed **\$5,000,000.00**, for the term of this Agreement.

## **5.0 INVOICES**

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;

2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

## **6.0 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving the Vendor written notice of termination.

## **7.0 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives Goods and Services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the Goods and Services, whichever is later. Vendor may charge interest on an overdue payment at the rate in effect on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

## **8.0 GRATUITIES AND BRIBES**

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

## **9.0 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

## **10.0 INSURANCE**

Vendor shall meet all City insurance requirements set forth in the attached Exhibit "B," incorporated herein by reference for all purposes.

## **11.0 CITY'S REPRESENTATIVE**

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Ramsey Saad  
Chief Information Officer, Information Technology Department  
221 E. Main Street.  
Round Rock, TX 78664  
(512) 671-2768  
[rsaad@roundrocktexas.gov](mailto:rsaad@roundrocktexas.gov)

## **12.0 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

## **13.0 DEFAULT**

If Vendor abandons or defaults under this Agreement, Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

## **14.0 TERMINATION AND SUSPENSION**

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon written notice to Vendor, the “Date of Termination.”

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days’ written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City’s delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement and to the extent Cisco allows any such orders for hardware, software and/or maintenance to be canceled. Within thirty (30) days after the Date of Termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed and/or orders which are non-cancelable by Cisco under this Agreement up to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein and except to the extent such services are non-cancelable by Cisco.

## **15.0 INDEMNIFICATION AND LIMITATION OF LIABILITY**

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all third-party suits, actions, legal proceedings, claims, demands, damages, costs, expenses, reasonable attorney’s fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the gross negligence or more culpable conduct of Vendor, or Vendor’s agents, employees or subcontractors, in the performance of Vendor’s obligations under this Agreement. . Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim. Should any Cisco provided product or service become (or in Vendor’s or Cisco’s opinion be likely to become) the subject of any infringement claim, Vendor shall pass-through the applicable third-party remedy for such infringement claim. The obligations of Vendor in this section are subject to the conditions that: (i) Vendor is notified promptly of any claim hereunder; (ii) Vendor has sole control of the defense and settlement or compromise of any claim hereunder; (iii) City reasonably cooperates in the defense of any claim hereunder, (iv) City refrain from making any admissions about the claim without Vendor’s prior written consent, and (v) City. take all reasonable measures to mitigate the damages.

For any claim or cause of action arising under or related to this Agreement, to the extent permitted by the Constitution and the laws of the State of Texas, neither party shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

Vendor's liability for damages in any claim or cause of action arising hereunder shall not exceed two (2) times the total value of the order giving rise to the claim. Such value includes all amounts paid and amounts to be paid over the life of the order to Vendor by the City as described in the order. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Vendor's liability contained herein or in an order shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Agreement; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

## **16.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES**

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

## **17.0 ASSIGNMENT AND DELEGATION**

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party. Notwithstanding the foregoing, City agrees that Vendor may assign this Agreement without such approval to an affiliate or in connection with a merger, acquisition, consolidation, corporate reorganization, sale of a substantial block of its stock, or the sale of all or substantially all of its assets.

## **18.0 NOTICES**

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's physical or email address as stated below; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated below.

### **Notice to Vendor:**

Vendor: Presidio Networked Solutions Group, LLC  
Attn: Brent Blaha  
Address: 7701 Las Colinas Ridge, STE 600  
Irving, TX 75063  
Email: [BBlaha@presidio.com](mailto:BBlaha@presidio.com)

### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

Stephanie L. Sandre, City Attorney

AND TO: 309 East Main Street  
Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

## **19.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

## **20.0 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## **21.0 DISPUTE RESOLUTION**

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

## **22.0 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

## **23.0 MISCELLANEOUS PROVISIONS**

**A. Standard of Care.** Vendor represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities, and duties shall be performed in a manner according to generally accepted industry practices.


**B. Time is of the Essence.** The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**C. Binding Agreement.** This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

**D. Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

**Presidio Networked Solutions Group, LLC**

By:   
Printed Name: ERIK HAYKO  
Title: DIRECTOR CONTRACTS & COMPLIANCE  
Date Signed: 10-8-2015

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**For City, Attest:**

By: \_\_\_\_\_  
Ann Franklin, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

## **EXHIBIT “A”**

## Appendix C Pricing Index

**CISCO SYSTEMS, INC.**

**DIR-CPO-5347**

PRODUCTS			
Brand	Category	Product Description	DIR Discount % off MSRP
Cisco	Core and Compute	Cisco Core & Compute Products including but not limited to, Networking, Wireless and Mobility, Security, Collaboration, Data Center, Analytics, Video, IoT, Meraki, etc. on Cisco's then-current U.S. Global Pricelist under the Core & Compute Categories.	36%
Cisco	Market	Cisco Market Products including but not limited to, Cloud Analytics, Cloud Applications and Services, Automated Infrastructure, Cloud Security, Collaboration Tools, etc. on Cisco's then-current U.S. Global Pricelist under the Market Category.	10%
Cisco	Net	Cisco Net Products including but not limited to, custom, limited or restricted offers on Cisco's then-current U.S. Global Pricelist under the Net Category.	0%

Related Services			
Brand	Category	Service Description	DIR Discount % off MSRP
Cisco	Networking Services: Smart Net Services	Smart Net Total Care for Government with 1 year term: Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	10%
Cisco	Networking Services: Smart Net Services	Smart Net Total Care for Government with 3 year term: Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	17%
Cisco	Networking Services: Smart Net Services	Smart Net Total Care for Government with 5 year term: Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	21%
Cisco	Networking Services: Smart Net Services	Smart Net Total Care for Education with 1 year term: Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	25%
Cisco	Networking Services: Smart Net Services	Smart Net Total Care for Education with 3 year term: Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	28%
Cisco	Networking Services: Smart Net Services	Smart Net Total Care for Education with 5 year term: Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	30%

Cisco	Networking Services: Value-add Services	Other Cisco Technical and Maintenance Services: All other maintenance support offers not under Smart Net Total Care Service, including Support Services for on-premise Software	10%
Cisco	Networking Services: Value-add Services	Cisco Services (formerly known as Advanced Services): Services includes, but not limited to, Survey/Design, Implementation, Optimization, Remote, Managed, Technical, Advisory, Network Architectural Design, Statements of Work (SOWs), Combined Services, and other Professional or Consulting Services	0%
Cisco	Networking Services: Value-add Services	Cisco Reseller/Partner Services (Limited): Limited Partner Services, subject to Cisco's written approval, that enable the implementation and/or technical support of Cisco Offers/Solutions	0%
Cisco	Networking Services: Value-add Services	Training: Various Training Courses Available Related to Cisco Offers/Solutions	0%
Cisco	Networking Services: Value-add Services	Support: See above under Smart Net Total Care Service & Other Technical and Maintenance Services	10%
Cisco	Cisco Services: Value-add Services	Maintenance Services – Onsite & Remote Not to Exceed Hourly	0%
Cisco	Cisco Services: Value-add Services	Deployment Services – Onsite & Remote Not to Exceed Hourly	0%
Cisco	Cisco Services: Value-add Services	Advisory Services – Onsite & Remote Not to Exceed Hourly	0%

Cisco	Cisco Services: Value-add Services	Architectural Design Services – Onsite & Remote Not to Exceed Hourly	0%
Cisco	Cisco Services: Value-add Services	Statement of Work Services – Onsite & Remote Not to Exceed Hourly	0%
Cisco	Cisco Services: Value-add Services	Training Deployment Services – Onsite & Remote Not to Exceed Hourly	0%
Cisco	Partner Services: Value-add Services	Partner Services - Onsite	0%
Cisco	Partner Services: Value-add Services	Partner Services - Remote	0%

## **EXHIBIT “B”**

## City of Round Rock

### Insurance Requirements

1. **INSURANCE:** The Vendor ("Contractor") shall procure and maintain at its sole cost and expense for the duration of the agreement or purchase order resulting from a response to the Solicitation/Specification, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of the solicitation by the successful respondent, its agents, representatives, volunteers, employees or subcontractors.
  - 1.1. Certificates of Insurance and endorsements shall be furnished to the City of Round Rock ("City") and approved by the City before work commences.
  - 1.2. The following standard insurance policies shall be required:
    - 1.2.1. General Liability Policy
    - 1.2.2. Automobile Liability Policy
    - 1.2.3. Worker's Compensation Policy
  - 1.3. The following general requirements are applicable to all policies:
    - 1.3.1. Only insurance companies licensed and admitted to conduct business in the State of Texas shall be accepted.
    - 1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
    - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
    - 1.3.4. Reserved.
    - 1.3.5. Policies shall include, but not be limited to, the following minimum limits:
      - 1.3.5.1. Minimum General liability Coverage of 100/300/100.
        - \$100,000 per accident
        - \$300,000 policy limits
        - \$100,000 per person
      - 1.3.5.2. Property Damage Insurance with minimum limits of \$100,000 for each occurrence.
      - 1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$100,000 for each occurrence.
      - 1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.

- 1.4. The City shall be entitled, upon request, and without expense to receive copies of all relevant endorsements thereto. All insurance and bonds shall meet the requirements of the solicitation specification and the insurance endorsements stated below.
- 1.5. The Contractor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:
  - 1.5.1. Provide for an additional insurance endorsement clause declaring the Contractor's insurance as primary.
  - 1.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
  - 1.5.3. Provide thirty days' notice to the City of cancellation, non-renewal, or material changes, or 10 days' notice in the event of cancellation due to nonpayment of premiums.
  - 1.5.4. Remove all language on the certificate of insurance indicating:
    - 1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,
    - 1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
  - 1.5.5. Provide for notice to the City at the addresses listed below by registered mail:
  - 1.5.6. The Contractor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
  - 1.5.7. Provide that all provisions of the agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
  - 1.5.8. All copies of the Certificate of Insurance shall reference the project name, solicitation number or purchase order number for which the insurance is being supplied.
  - 1.5.9. The Contractor shall notify the City in the event of any material change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
  - 1.5.10. All notices shall be mailed to the City at the following addresses:

**Chief Procurement Officer  
City of Round Rock  
221 East Main  
Round Rock, TX 78664**

**City Attorney  
City of Round Rock  
309 East Main  
Round Rock, TX 78664**

## 2. WORKERS COMPENSATION INSURANCE

- 2.1. Texas Labor Code, Section 406.096 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
  - 2.1.1. 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-82, 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.
  - 2.1.2. 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 City.
- 2.2. Persons providing services on the project ("subcontractor") in Section 406.096 – 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 services 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.
- 2.3. 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.
- 2.4. The Contractor must provide a certificate of coverage to the City prior to being awarded the agreement.
- 2.5. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor shall, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- 2.6. The Contractor shall obtain from each person providing services on a project, and provide to the City:
  - 2.6.1. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 2.6.2. no later than seven (7) 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.
- 2.7. The Contractor shall retain all required certificates of coverage for the duration of the project and for two (2) years thereafter.
- 2.8. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (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.
- 2.9. 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.

- 2.10. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- 2.10.1. 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 its employees providing services on the project, for the duration of the project.
  - 2.10.2. 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 a project, for the duration of the project.
  - 2.10.3. 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.
    - 2.10.3.1. obtain from each other person with whom it contracts, and provide to the Contractor:
      - 2.10.3.1.1. a certificate of coverage, prior to the other person beginning work on the project; and
      - 2.10.3.1.2. 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.
    - 2.10.3.2. retain all required certificates of coverage on file for the duration of the project and for two (2) years thereafter;
    - 2.10.3.3. notify the City in writing by certified mail or personal delivery, within ten (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
    - 2.10.3.4. contractually require each person with whom it contracts, to perform as required by paragraphs (2.1 thru 2.7), with the certificates of coverage to be provided to the person for whom they are providing services.
    - 2.10.3.5. By signing the solicitation associated with the specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the City 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.
    - 2.10.3.6. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the agreement void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.



(Instructions for completing and submitting a certificate to the City of Round Rock)

Complete the certificate of insurance with the information listed below as required:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information -complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information -complete name & address information
- D) Insurer (name/names of insurance company) (The City requires all insurance companies to be Authorized to do business in the State of Texas)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D.
- G) General Liability Insurance Policy - must have an (x) in box. Also, "Occurrence" type policy -must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required bywritten contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance - information must be completed in this section of the certificate of insurance form (if applicable)
- L) Builder's Risk Policy – for construction projects as designated by the City of Round Rock.  
Professional Liability Coverage – for professional services if required by the City of Round Rock.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Round Rock.
  - (1) Adding the City of Round Rock as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
  - (2) Waiver of Subrogation
  - (3) Primary and Non-Contributory
  - (4) Cancellation Notice
- Q) City of Round Rock's name and address information must be listed in this section.
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Round Rock in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.



## CERTIFICATE OF LIABILITY INSURANCE

**A**

DATE (MM/DD/YYYY)  
02/01/2024

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).

<b>PRODUCER</b> ABC Insurance Agency 561 South Oak Street Tampa, Florida 33333-000	<b>CONTACT NAME:</b> John Smith <b>PHONE (A/C, No, Ext):</b> 812-230-0000 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> info@abcagency.com														
<b>INSURED</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;"><b>C</b></div> XYZ Company 5630 E. 4th Street Houston, Texas 77010-0000	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Insurance Carrier Name</td> <td>00000</td> </tr> <tr> <td><b>INSURER B:</b> Insurance Carrier Name</td> <td>00000</td> </tr> <tr> <td><b>INSURER C:</b> Insurance Carrier Name</td> <td>00000</td> </tr> <tr> <td><b>INSURER D:</b> Insurance Carrier Name</td> <td>00000</td> </tr> <tr> <td><b>INSURER E:</b> Insurance Carrier Name</td> <td>00000</td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Insurance Carrier Name	00000	<b>INSURER B:</b> Insurance Carrier Name	00000	<b>INSURER C:</b> Insurance Carrier Name	00000	<b>INSURER D:</b> Insurance Carrier Name	00000	<b>INSURER E:</b> Insurance Carrier Name	00000	<b>INSURER F:</b>	
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<b>INSURER E:</b> Insurance Carrier Name	00000														
<b>INSURER F:</b>															

**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
<b>F</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<b>G</b>	<b>H</b>	X123456	<b>N</b>	02/15/2024	02/15/2025
							<b>O</b> EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<b>I</b>	<b>J</b>	X4561239	02/15/2024	02/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<b>K</b>	<b>L</b>	23456789	02/15/2024	02/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
<b>D</b>	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>M</b>	<b>N</b>	A1234567	02/15/2015	02/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>E</b>	<input checked="" type="checkbox"/> <b>Builders Risk</b> <input checked="" type="checkbox"/> <b>Professional Services</b>	<b>L</b>	<b>M</b>	B45678910	02/15/2024	02/15/2025	100% Ins Value Ea. Claim 1,000,000 Aggregate 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional description of insurance coverage, locations and vehicles as needed.

<b>CERTIFICATE HOLDER</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;"><b>Q</b></div> City of Round Rock 221 E. Main St Round Rock, TX 78664 Attention: Chief Procurement Officer	<b>CANCELLATION</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;"><b>R</b></div> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> Authorized Agent Signature <div style="border: 1px solid black; padding: 2px; display: inline-block;"><b>S</b></div>
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