

PARKLAND IMPROVEMENT DONATION AGREEMENT
(Name of Park)

This Parkland Improvement Donation Agreement (Name of Park) (the “**Agreement**”) is entered into by and between the **CITY OF AUSTIN, TEXAS**, a Texas home-rule municipal corporation (the “**City**”), and [REDACTED] (“**Partner**”).

RECITALS

Partner is the owner of the real property described in **Exhibit A** and located in the City of Austin (the “**Property**”).

The City is the owner of certain parkland property, identified as [REDACTED] (the “**Park**”); and

Partner intends to develop [REDACTED] on the Property (the “**Project**”).

The City has determined that the public benefits of the Park will be substantially enhanced through the construction of [REDACTED], as described in **Exhibit B** (the “**Park Improvements**”).

Partner wishes to facilitate the Park Improvements by donating their design, project management, and construction to the City, and has determined that these donations will benefit the Project by [REDACTED].

Upon issuance of the Acceptance Letter (as defined in Section IV(C) below), the City will own and maintain the Park Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants expressed herein, the Parties agree as follows:

I. DEFINITIONS

As used in this Agreement and in any exhibit incorporated in it, the following terms have the meanings assigned to each:

Contractors mean Partner’s and/or Partner’s successors and assigns, contractor(s) or subcontractor(s), their employees, agents, materialmen, suppliers, and assigns employed to construct and/or maintain the Park Improvements and/or Park.

Director means the Director of Austin Parks and Recreation of the City of Austin.

Effective Date means the last date of execution of this Agreement by the Parties, provided both Parties must execute this document in order for it to be effective.

Insurance Requirements means the insurance coverages required to be maintained by Partner as described in **Exhibit C**, which is incorporated into and made a part of this Agreement for all purposes.

APAR means the Austin Parks and Recreation.

Park Rules means the applicable requirements and conditions of Chapter 8-1 of the Austin City Code, as it may be amended from time to time, relating to the administration of public parks, and the guidelines and rules established by APAR for the use and enjoyment of public parks, as they may be amended from time to time, and any successor to such Code, guidelines, or rules.

Park Specs means the Construction in Parks Specifications set forth in Section 5 of the City's Environmental Criteria Manual, as they may be amended or waived in writing by APAR from time to time, that Partner must adhere to in constructing the Park Improvements.

Party means either the City or Partner and its successors and assigns, including without limitation the Association; collectively, the City and Partner are the "**Parties.**"

Partner means [REDACTED] and its successors and assigns.

II. TERM

The term of the Agreement begins on the Effective Date and terminates upon City acceptance of the Park Improvements, which, unless otherwise agreed to in writing by the Parties, shall be completed within [REDACTED] months after the Effective Date (the "**Term**").

III. DESIGNATION OF PARTY REPRESENTATIVES

The City designates the Director as its authorized representative to act on the City's behalf with respect to this Agreement. Partner designates [REDACTED] to act on its behalf with respect to this Agreement.

If Partner replaces its authorized representative, Partner shall promptly send written notice of the change to the City's authorized representative. The notice shall identify a qualified and competent replacement and provide contact information.

IV. PARTNER'S DESIGN, COST AND CONSTRUCTION RESPONSIBILITIES

- A. Partner will submit a conceptual description of the Park Improvements (the "**Conceptual Plans**") to the City for approval. The City will respond to the Conceptual Plans by approving, conditionally approving subject to additional requirements, or rejecting them.

- B. Upon final approval of the Conceptual Plans, Partner will submit construction plans and a construction schedule for the Park Improvements (the “**Park Construction Plans**”). The City will approve, conditionally approve subject to additional requirements, or reject the Park Construction Plans. Upon final approval of the Park Construction Plans, APAR will issue a notice to proceed. Partner will not undertake any work on the Park Improvements until it receives such notice.
- C. Upon completion of the Park Improvements, Partner will notify the City by e-mail that they have been completed (the “**Completion Notice**”). Within twenty-one (21) calendar days, or such additional time as the Parties may agree to in writing, of receipt of the Completion Notice, the City will provide a list of items still requiring completion or accept the Park Improvements. Upon final acceptance of the Park Improvements, APAR will issue an “**Acceptance Letter**.” Failure to respond to a Completion Notice within the 21 calendar days, or the additional time agreed to in writing by the Parties, will be deemed acceptance by the City.
- D. Partner will comply with all City ordinances, resolutions, and other applicable rules and regulations, including the Park Rules and Park Specs, related to activities and construction on land owned, or formerly owned, by the City, as well as the bonding, procurement and competitive bidding State law requirements applicable to municipalities, all in the same manner that the City would be required to comply if the City were carrying out the activities and construction of the Park Improvements. In addition, if applicable, Partner will comply with the accessibility provisions of (i) the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., (ii) the Texas Architectural Barriers Act, Ch. 469, Texas Govt. Code, (iii) Americans with Disabilities Act Accessibility Guidelines, and (iv) the Texas Accessibility Standards.
- E. Except as otherwise provided in the approved Park Construction Plans, Partner will comply with the applicable Park Rules and Park Specs for all removal, cutting, and/or pruning of trees in the Park.
- G. Neither Partner nor its Contractors will cause or permit any hazardous materials to be brought upon, kept, used, stored, generated, or disposed of in, on, or about the Park, or transported to or from the Park.
- H. Partner will obtain from each of its Contractors a written warranty or bond acceptable to the City and warranting that any work performed or materials supplied with respect to the Park Improvements will be free of defects for at least one year from the date of the Acceptance Letter. Each warranty or bond will be assigned to the City, without further recourse against Partner, except that Partner will maintain the right to enforce such warranties during the Term.

- I. Partner has no right, authority, or power to bind the City for labor, materials, or any other charge or expense incurred in the construction of any improvements or other work done in the Park; provided, however, that a mortgage lien on the Property does not violate this paragraph. If a lien or claim for labor or materials supplied, or claimed to have been supplied, to the Park Improvements or the Park is filed, Partner will promptly pay or bond such lien or claim to the City's reasonable satisfaction or otherwise obtain the release or discharge of the lien or claim.
- J. Partner and its Contractors will perform the obligations set forth in this Agreement as independent contractors.
- K. Partner will not discriminate against any Contractors or applicants for employment because of race, creed, color, national origin, sex, age, religion, veteran status or sexual orientation. Partner will take affirmative action to ensure that Contractors are treated during the construction of the Park Improvements or maintenance of the Park without regard to race, creed, color, national origin, sex, age, religion, veteran status or sexual orientation. Partner will, in all solicitations or advertisements for employment placed on or behalf of Partner, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, religion, veteran status, or sexual orientation.
- L. The City is prohibited from contracting with or making prime or sub-awards to Parties that are suspended or debarred, or whose principals are suspended or debarred, from entering into federal, State, or City contracts. By entering into this Agreement with the City, Partner certifies that neither it nor its principals are currently suspended or debarred from doing business with the federal government, as indicated by the General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City.
- M. Unless otherwise agreed to in writing by the City, Partner will be responsible for all costs associated with the Park Improvements. Any increases in the actual costs of the Park Improvements, including cost increases, change orders and overruns, will be borne by Partner, unless otherwise agreed to in writing by the City. "Costs" include, but are not limited to, consultant fees, design costs, landscaping costs, labor costs, site restoration and re-vegetation costs, materials costs, engineering costs, legal fees, utility connection fees, permits, inspection fees, insurance costs and any other costs incurred in the design and construction of the Park Improvements.
- N. At the City's written request and prior to beginning construction of the Park Improvements, Partner will provide proof that it has the ability to pay for all costs to be incurred under this Agreement. Such proof may include an independently certified financial statement or a construction budget approved by the construction lender funding the costs of construction of the Park Improvements.

V. RESPONSIBILITIES OF THE CITY

- A. The City grants Partner and its Contractors the right to enter the Park (the “**Temporary Right of Entry**”) and a temporary license for access over, under, across, and upon the Park for the purpose of designing and constructing the Park Improvements (the “**Temporary Access License**”). The Temporary Right of Entry and Temporary Access License, unless extended in writing by the Director, shall expire automatically at midnight on the date this Agreement is terminated. This right of entry relates solely to Partner’s rights related to the design and construction of the Park Improvements. The Parties agree that Partner and Partner’s licensees, guests, and invitees shall have the same access and rights to use the Park as public parkland as the public and shall have access to the Park from 5 A.M. until 10 P.M., seven days a week.
- B. APAR staff will assist in securing all permits and approvals necessary to construct the Park Improvements. Partner and its Contractors will coordinate with APAR staff to provide information that is necessary or that will facilitate applications for permits and approvals.
- C. The City retains the right to inspect the construction of the Park Improvements and to exercise its rights or duties in order to ensure compliance with applicable laws.

VI. OWNERSHIP AND MAINTENANCE OF PARK IMPROVEMENTS

Upon the City’s issuance of the Acceptance Letter, the City shall have complete title to and full rights of ownership of the Park Improvements and shall assume full responsibility for their maintenance.

VII. LIABILITY AND INDEMNIFICATION

- A. **PARTNER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE “INDEMNIFIED PARTIES”) AGAINST ALL COSTS, LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (THE “CLAIMS”), ARISING DIRECTLY OR INDIRECTLY OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY PARTNER, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, (THE “PARTNER PARTIES”); (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE PARTNER PARTIES IN THIS AGREEMENT; OR (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE PARTNER PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE, BUT ARE NOT LIMITED TO, CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES, WAGES, OR INCOME, DAMAGE TO, DESTRUCTION OF, OR LOSS OF USE OF PROPERTY, AND WORKERS’ COMPENSATION CLAIMS. PARTNER’S**

OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

- B. The City shall give Partner written notice of a Claim asserted against an Indemnified Party. Partner shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Partner of any obligations in this agreement. In no event may Partner admit liability on the part of an Indemnified Party without the written consent of City Attorney
- C. Maintenance of the insurance required under this Agreement will not limit Partner's obligations under this Article. Partner will require all successors and assigns to indemnify the City as provided in this Article. Partner will require any volunteer who performs work within the Park to sign a Volunteer Release Form as provided by APAR.

VIII. INSURANCE

During the Term, Partner will require its Contractors to procure and maintain in full force and effect insurance coverages in accordance with the requirements set forth in **Exhibit C**.

IX. SUSPENSION; TERMINATION; DEFAULT; REMEDIES

- A. At any time during construction of the Park Improvements and for good cause, as determined in the City's sole discretion, the City may suspend the work (or any portion of it) for not more than ninety (90) calendar days by providing at least fifteen (15) calendar days' written notice to Partner. The notice will provide the date on which Partner will resume the work, and Partner will resume on that date.
- B. Either Party may terminate this Agreement for convenience with 180 calendar days written notice to the other Party. Upon receipt of the notice, the Party receiving the notice will immediately stop performance of services (unless the Notice directs otherwise) and deliver all documents, programs, reports, and materials accumulated in performing this Agreement (whether finished or in process) to the Party giving the notice within thirty (30) calendar days, or as otherwise stated in the Notice. If Partner terminates this Agreement prior to the City's issuance of the Acceptance Letter, then Partner will pay all outstanding costs and obligations incurred in connection with construction of the Park Improvements up to the date of termination.

- C. If either Party breaches its obligations under this Agreement, the other Party will notify the breaching Party in writing of the specific breach(es). The breaching Party will have thirty (30) calendar days from receipt of the notice in which to cure the breach(es). If the breach cannot be reasonably cured within the 30 calendar days and the breaching Party has diligently pursued such remedy as is reasonably necessary to cure the breach, then the Parties may agree in writing to an extension of the period during which the breach must be cured.
- D. If the breach is a material breach of the Agreement, and if the breaching Party has not cured it within the required time, then the non-breaching Party, at its sole option, has the right to terminate the Agreement. This termination will be made by sending written notice (the “**Notice of Termination**”) to the breaching Party and will be effective for all purposes when deposited in the U.S. Mail, postage prepaid and mailed Certified Mail, Return Receipt Requested.
- F. Upon termination of this Agreement pursuant to this Section IX, the City may, but is not obligated to, assume responsibility for construction of the Park Improvements, and in such an event, Partner assigns all contract rights and contract documents to the City. In the event the City assumes responsibility for construction of the Park Improvements, Partner is relieved of liability for any claims, injuries or losses resulting from negligent acts or omissions of the City, its employees, or agents.
- G. In the event of a material breach by Partner, termination of the Agreement pursuant to Section IX(C) above does not relieve Partner of its obligation to pay any sum or sums due and payable to the City under the Agreement at the time of termination, or any claim for damages then or previously accruing against Partner under the Agreement. Any such termination will not prevent the City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Partner for any default under the Agreement. All of the City’s rights, options, and remedies under this Agreement are cumulative, and none of them is exclusive of any other.

X. FORCE MAJEURE

- A. Each Party to this Agreement agrees to excuse the failure of the other Party to perform its obligations under this Agreement to the extent that failure is caused by an event of Force Majeure. Force Majeure means acts and events not within the control of the Party, and which the Party could not use due diligence to avoid or prevent. Events of Force Majeure include:
 - i. The total or partial destruction of the Park or the Park Improvements by any cause, casualty, or unforeseen occurrence;

- ii. The imposition of local, State or federal measures, orders, declarations, travel restrictions, quarantines, or isolation in response to the outbreak of an infectious disease, epidemic or pandemic in the City that involves, includes, or affects the Park, the Park Improvements, or the ability to appropriately deploy employees or contractors;
- iii. Lightning, earthquakes, fires, storms, floods, and landslides;
- iv. An act of terrorism, strike, sabotage, civil disturbance, or disaster declaration;
- v. Circumstances beyond the Party's control that render the Party's performance impossible.

Force Majeure does not include economic or market conditions which affect a Party's cost but not its ability to perform.

- B. The Party invoking Force Majeure shall give timely and adequate notice to the other Party of the event by telephone or e-mail, and then the Party must promptly provide written notice of the Force Majeure in the manner required by this Agreement. The Party shall use due diligence to remedy the effects of Force Majeure as soon as reasonably possible. If a Party's performance is delayed by the event of Force Majeure, the Parties will mutually agree to extend the time for the completion of obligations by a period of time reasonably necessary to overcome the effect of the Force Majeure event.

XI. CONDITION OF PREMISES; DISCLAIMER OF WARRANTIES

Except as otherwise expressly provided in this Agreement, neither the City nor any agent, employee, or representative of the City makes or has made any warranties or representations, express or implied, with respect to the physical condition of the Park or its fitness or suitability for any particular use.

XII. NO WAIVER

If at any time the City fails to enforce this Agreement, whether or not any violations of it are known, such failure will not constitute a continuing waiver or estoppel of the right to enforce the Agreement.

XIII. NO RECOURSE

No recourse will be had against any elected official, director, officer, attorney, agent, or employee of the City, whether in office on the Effective Date of this Agreement or after such date, for any claim based upon this Agreement.

XIV. ASSIGNMENT

- A. Partner shall not assign (it being agreed that for purposes of this Agreement, assignment includes, without limitation, a merger, dissolution, sale of stock or sale of assets), mortgage, pledge or otherwise transfer its interests in this Agreement without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Partner acknowledges that the City must be assured that any assignee has the financial and development capabilities to satisfy its obligations under the Agreement and if such assignee does not have such capabilities, the City may require a guaranty or similar assurance of such obligations. The City shall not assign or transfer its interest in this Agreement without the prior written consent of Partner, which consent may be withheld in Partner's sole and absolute discretion.
- B. Notwithstanding the provisions of Section (A) above, the Parties agree that assignment of this Agreement to a Foreclosure Assignee (as defined in Section XV(B) below) shall be solely governed by Section XVIII(B) below.

XV. LENDER PROTECTIONS

- A. Upon Lender's written request, City agrees to notify the Lender(s) in writing of any default under this Agreement simultaneously with notice sent to Partner and allow Lender(s) an additional thirty (30) days to cure such default after expiration of Partner's cure periods prior to the City exercising any rights or remedies by reason of such default, provided, however, that any health and safety default cure period may be less than thirty (30) days, as set out in the notice of default.
- B. Notwithstanding the provisions of Section XIV above, all of Partner's rights in this Agreement may be assigned without consent of the City to any party or parties that acquire the Partner's interest in the Property by a foreclosure or a conveyance in lieu of foreclosure (the "**Foreclosure Assignee(s)**"). The Foreclosure Assignee(s) shall provide notice in writing to the City of the assignment within ten (10) days of execution of the assignment document.

XV. DISPUTE RESOLUTION

- A. In the event of a dispute, the Parties agree to attempt in good faith to informally negotiate a resolution. Either Party may make a written request for a meeting between representatives of each Party, and the meeting will occur within 14 calendar days after receipt of the request, or at such time as agreed by the Parties. The Parties may agree in writing to additional meetings, and each Party will send at least one representative with decision-making authority to each meeting. If the Parties have not succeeded in negotiating a resolution of the dispute within 30 days of the last meeting, they shall proceed directly to mediation as described below. Informal negotiation may be waived by a written agreement signed by both Parties, in which event the Parties shall proceed directly to mediation as described below.

- B. The Parties will act in good faith to select a mediator within 30 calendar days of the date of the written agreement waiving informal negotiations or within 60 calendar days of the last informal negotiation meeting. If the time period for selecting a mediator has expired with no agreement, the mediator shall be selected by the Travis County Dispute Resolution Center. Mediation will take place in Austin, Texas and the Parties will share the costs of mediation equally. The Parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. Neither Party may file suit until at least 45 calendar days after the date of the first mediation session.

XVI. MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes the entire agreement between the Parties. Any previous agreement, assertion, statement, understanding, or other commitment before the date of this contract, whether written or oral, will have no force or effect.
- B. Each Party warrants and represents that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the Party, except as may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditor's rights, or, with respect to the City, governmental immunity under the Constitution and laws of the State of Texas.
- C. The Parties bind themselves and their successors in interest, assigns and legal representatives to this Agreement.
- D. Regardless of the actual drafter of this Agreement, this Agreement will, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any Party.
- E. This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts constitute one agreement, and each counterpart is deemed an original. The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in pdf format shall be legal and binding and shall have the same full force and effect as if an a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Partner (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii)

are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act (“E-SIGN”), and Uniform Electronic Transactions Act (“UETA”), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

- F. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts will remain in full force and effect.
- G. This Agreement is made, and will be construed and interpreted under, the laws of the State of Texas. Mandatory venue for any lawsuit arising out of this Agreement shall be in a court located in the City of Austin, Travis County, Texas.
- H. This Agreement may be amended only by a writing properly executed by each of the Parties. Provided the amendment does not increase the sum to be paid by the City to an amount in excess of the then-current administrative authority of the City Manager, and the form of amendment is approved by Austin City Attorney’s Office, the City Manager or the City Manager’s designee is authorized to execute any amendment to the Agreement on behalf of the City without further authorization by the City Council.
- I. Partner acknowledges that the City has provided notice of Article VIII, Section 1 of the Austin City Charter, which prohibits the payment of any money to any person who is in arrears to the City for taxes, and of § 2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed to the City.
- J. Partner acknowledges that the City has provided notice that the City’s payment obligations to Partner, if any, are payable only from funds appropriated or available for the purpose of this Agreement. If the City does not appropriate funds for this Agreement, or if there are no other lawfully available funds for this Agreement, the Agreement is void. City shall provide Partner notice of the failure of City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement or the reduction of any appropriation to an amount insufficient to permit City to pay its obligations under the Agreement.
- K. All official communications and notices required to be made under this Agreement will be deemed made if sent, postage prepaid, to the Parties at the addresses listed below:

If to the City:

Director

Austin Parks and Recreation

City of Austin

P. O. Box 1088

Austin, Texas 78767

If to Partner:

[Signature page follows]

[Name of Partner]

By: _____

Name: _____

Title: _____

Date: _____

CITY OF AUSTIN, TEXAS

AUSTIN PARKS AND RECREATION

By: _____

Jesús Aguirre, Director

Date: _____

APPROVED AS TO FORM:

AUSTIN CITY ATTORNEY'S OFFICE

By: _____
Assistant City Attorney

Date: _____

Attachments:

Exhibit A – Legal description of Property

Exhibit B – Park Improvements

Exhibit C – Insurance Requirements

Exhibit A
Legal Description of Property

DRAFT

Exhibit B
Park Improvements

DRAFT

EXHIBIT C
Insurance Requirements

Partner and its Contractors are required to carry workers' compensation insurance, and general liability insurance with combined single coverage limits in an amount of not less than \$1,000,000.00 per occurrence. Within thirty (30) days of executing this Agreement, and prior to any maintenance activities in the Easement Area, Partner shall furnish to the City the following current certificates of insurance:

- A. Commercial General Liability insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B. The policy shall contain the following provisions:
 - 1. Blanket contractual liability coverage for liability assumed under this contract and all contracts relative to this Agreement.
 - 2. Completed Operations/Products Liability for the duration of the warranty period.
 - 3. Explosion, Collapse, and Underground (X, C, & U) coverage.
 - 4. Independent contractors' coverage.
 - 5. City of Austin listed as an additional insured, endorsement CG 2010.
 - 6. 30-day Notice of Cancellation in favor of the City of Austin, endorsement CG 0205.
 - 7. Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin, endorsement CG 2404.
- B. Business Automobile Liability insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the City of Austin:
 - 1. Waiver of Subrogation, endorsement TE 2046A.
 - 2. 30-day Notice of Cancellation, endorsement TE 0202A.
 - 3. Additional Insured endorsement TE 9901B.
- C. All Contractors and subcontractors providing services in the Easement Area shall carry insurance in the types and amounts indicated below for the duration of their contracts.

D. Specific Requirements for Partner Contractors and Subcontractors:

1. Workers' Compensation and Employers' Liability Insurance coverage with limits consistent with the statutory benefits outlined in the Texas Workers' Compensation Act (Section 401) and minimum policy limits for employer's liability of \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit, and \$100,000 bodily injury by disease each employee. The Contractor's policy shall apply to the State of Texas and include the following endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, form WC 420304.
 - b. 30-day Notice of Cancellation, form WC 420601.
2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B. The policy shall contain the following coverages:
 - a. Blanket contractual liability coverage for liability assumed under this contract and all contracts relative to this project.
 - b. Completed Operations/Products Liability for the duration of the Warranty period.
 - c. Explosion, Collapse, and Underground (X, C, & U) coverage.
 - d. Independent Contractors' coverage.
 - e. City of Austin listed as an additional insured, endorsement CG 2010.
 - f. 30-day Notice of Cancellation in favor of the City of Austin, endorsement CG 0205.
 - g. Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin, endorsement CG 2404.