

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Interment Services, Inc.
For
Interment & Burial Services**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Interment Services, Inc. ("Contractor"), having offices at 625 Pioneer Trail, San Marcos, TX 78666.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.3.1 **The City will provide a written workorder to the Contractor that includes the following:**

1.3.1.1 notice of date, time and location of upcoming burial(s) with at least 12 working hours' (8 am to 5 pm) advance notice. Less than 12 working hours' notice will result in an insufficient notice charge.

1.3.1.2 Confirmation of lot ownership prior to Contractor's opening of gravesite for the burial.

1.3.1.3 Location of the lot and marking of the lot before Contractor arrives at the Cemetery to prepare the grave.

1.3.2 The City will provide:

1.3.2.1 Storage space for Contractor to store grave liners for City burials.

1.3.2.2 Location for Contractor to place soil and rocks removed from lot in preparation for gravesite.

1.3.2.3 Designation of a space at Austin Memorial Park (AMP) for the storage of topsoil for dressing graves and sand and gravel for setting headstones.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Gene Bagwell, Phone: (512) 517-3542, Email Address: bagwellg@austin.rr.com. The City's Contract Manager for the engagement shall be Troy Houtman, Phone: (512)974-9481, Email Address: troy.houtman@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK (SOW)

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. Contractor shall provide all personnel, equipment, tools, supplies, supervision and services necessary to ensure services are provided in a manner that supports and reflects best practices and industry standards. The services to be provided will be performed at the five City-owned cemetery properties, Oakwood Cemetery, Oakwood Annex Cemetery, Evergreen Cemetery, Austin Memorial Park (AMP) and Plummers Cemetery.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform each of the following tasks upon notification by the City's Contract Manager:

2.2.1 **Space Opening/Closing, Interments and Burial Services.** Contractor shall bury remains presented for interment in the designated burial space in accordance with Exhibit A – Interment and Burial Standard Operating Procedures. Contractor shall prepare the ground to receive a body without damaging other graves, liners, markers or ornaments placed by citizens. Contractor is responsible for damage at replacement cost value or repair work at the sole cost of the Contractor. Contractor will ensure that the depth of each grave complies with state regulations and City Code. Contractor will superintend (manage) the burial of the body, refill and properly finish a grave after burial. Contractor shall accomplish the gravesite preparation in a timely fashion, so as not to impede funeral services.

2.2.2 **Grave Preparation/Funeral Set-up.** Contractor shall retain ultimate responsibility for grave preparation/funeral set-up services.

2.2.3 **Closing of Gravesites.** Contractor shall clear, sink, and level, with the surrounding terrain, new gravesites within ten (10) calendar days of burial services. Contractor shall have available equipment to level the gravesite in a manner suitable for compacting cohesive and granular soils in narrow and confined areas.

2.2.4 **Grave Liner Installation.** Contractor shall have equipment and personnel to furnish and safely prepare and install grave liners as requested for burial services. The price of the grave liner furnished by the Contractor includes grave liner installation. Liners are required for burial in City cemeteries unless otherwise exempted in writing by the City prior to the burial.

2.2.5 **Disinterment and Re-interments.** Contractor shall provide staff and equipment to provide disinterment and re-interment services when requested and authorized by the City.

2.2.6 **Pre- & Post-Graveside Service/Set-up & Clean-up.** Contractor shall perform all aspects of pre- and post-graveside service, including planning, preparation, and coordination in accordance with Exhibit A – Interment and Burial Services Standard Operating Procedures.

2.2.7 **Tent Set-up, Removal, and Storage.** Contractor shall be responsible for gravesite tent set-up. Tents shall be clean, in excellent condition and secured with ropes and stakes. All tent stake heads shall be covered with a bar guard or marked with a distinct bright color. All boards and blocks used to level the set-up shall be stable. The lowering device shall be opened to a length and width accommodating the casket, and the straps are drawn tight and locked. Safety straps and rollers shall be used on all set-ups.

2.2.7.1 **Chairs and Set-up.** A full set of artificial turf of the same color and excellent shape shall be used. The T's and sides shall extend into the grave to cover the dirt. The entire area under the tent shall be covered with artificial turf. Each chair shall be checked to ensure it is stable and on good footing. Any unstable chairs must be moved or corrected. Any set-up on a hill shall have chairs on the upper side facing the downgrade. The artificial turf and chairs shall be clean and in good condition.

2.2.7.2 **Tear Down.** Unless local customs or family preferences dictate otherwise, at least one member from the Contractor's burial crew remains available until completion of the burial process.

Lowering the casket, tearing down the set-up and placing the lid on the grave liner shall be conducted in a professional, careful, and considerate manner.

2.2.8 Contractor shall install, align, set and/or reset headstones or monuments upon the written request of the City's Contract Manager and in accordance with Cemetery Rules and Regulations and/or directions received from the City's Contract Manager. Headstones shall be handled in a manner that prevents damage. Contractor shall ensure that upright headstones are horizontally and vertically aligned so that inscriptions are visible and installed to ensure a pleasing top line while compensating for ground contours. Flat markers that are installed shall be uniform in height (parallel with the ground and no more than 1 inch above grade) and horizontally and vertically aligned. Contractor shall provide this service within ten (10) business days' from the City's written notification. Any adjacent monuments temporarily moved to facilitate an interment must be replaced within 24 hours after the burial. If unforeseen circumstances require more time, the Contractor shall provide to the City's Contract Manager for approval a plan and time frame. City's Contract Manager reserves the sole right to approve or deny the Contractor's proposed plan and time frame.

2.2.9 Equipment. Contractor shall acquire and own all equipment and portable structures necessary for the performance of work under this ContractSOW. Contractor shall be responsible for the maintenance, cleaning and replacement of his equipment. City may grant Contractor the right to stage certain equipment and equipment support items as listed in an annual inventory list to be updated each year. The staging area is limited to the maintenance yard at AMP and is to be used by the Contractor for the sole purpose of performing interment and burial services at City of Austin cemeteries pursuant to this Contract. Staging shall not exceed the space authorized by the City. Contractor shall be responsible for delivering and removing all equipment and supplies on a daily basis. Contractor and Contractor's employees shall park privately owned vehicles in designated parking places as determined by the City. The City is not responsible for any damage or loss to Contractor's equipment, tools and supplies staged on City premises.

2.2.10 Within ten (10) calendar days of each burial, Contractor shall take the unused soil and rocks (spoils) from the closed and leveled burial site to either the AMP cemetery or another location designated in the work order from the City. Payment for the haul is specified in Exhibit B, Fee Schedule.

2.2.11 The cemetery offices are closed on Thanksgiving, Christmas Day, New Year's Day and Independence Day (July 4). No funerals are conducted on those days. Contractor agrees to cooperate with the City in the event of a special circumstance requiring burial on one of these days.

2.3 **Interment and Burial Services Performance Standards**

2.3.1 The following describes the minimum quality maintenance standards for all City cemetery properties.

2.3.1.1 Each day's burial site(s) present a neat appearance prior to burial in accordance with Exhibit A – Interment and Burial Standard Operating Procedures. Contractor shall remediate any and all impacts to grounds, graves and monuments as a result of Contractor's work.

2.3.1.2 Contractor shall preserve the integrity of existing graves, monuments and grounds around the worksite.

2.3.1.3 Contractor is responsible for all work related to interment burial services including Contractor's negligence and accidental damage to adjacent grave liners, monuments, and/or cemetery infrastructure. Upon Contractor discovery and/or discovery by City, Contractor shall submit a written notice to the City's Contract Manager of any and all damage(s) to City or private property with a plan and timeframe for repairing the damage. Contractor has a duty to report damage within 24 hours.

2.3.1.4 Contractor shall be responsible for the management of 3rd party vault or liner installations to protect cemetery monuments, grounds and infrastructure.

2.3.1.5 Contractor shall perform in a manner that prevents damage to human life, property and the ecosystem. Contractor is responsible for remediating any liquid spills from Contractor's equipment within 24 hours. Contractor shall inform the City, within 24 hours, of any environmental issues affecting Contractor's performance. Environmental issues include any situation that may modify and/or impact the natural resources of the cemeteries.

2.3.1.6 Contractor shall perform required services with the least possible interference to cemetery operations or to the public.

2.3.1.7 Open gravesites are identified and protected by appropriate devices approved by City and provided by City or Contractor while unattended in accordance with Exhibit A – Interment and Burial Standard Operating Procedures.

2.3.1.8 Contractor shall ensure burial site(s) are closed, groomed, and made presentable for visitors before close of business each day.

2.3.1.9 Each cemetery is historic and the City and Contractor shall work to maintain the historic and cultural value of the cemeteries for the benefit of the public. All operations shall be done in a manner that maintains the existing grounds, facilities and infrastructure.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated in Exhibit B – Fee Schedule upon the successful completion of the services stated in the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$3,875,000 for the initial term with two (2) 60-month extension option in an estimated amount not to exceed \$3,875,000 per extension option, for a total estimated contract amount not to exceed \$11,625,000 inclusive of all fees and expenses. Quantities of work will be as needed and specified by the City in a written work order. There are no minimum order quantities.

3.2 **Economic Price Adjustment.** Prices shown in this Contract shall remain firm until October 1, 2014. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:

3.2.1 Price Adjustment

3.2.1.1 Requests for price adjustments must be made in writing and submitted to the other Party by the date specified below. The letter shall reference the Contract number, and include the following documentation:

3.2.1.1.1 an itemized, revised price list with the effective date of the proposed increase;

3.2.1.1.2 Contractor shall submit, as a part of the request for increase, the version of the U.S. Department Employment Cost index (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for October of each year. The following is the information on the specific Index that will be used:

Weight % or \$ of Base Price: \$775,000	
Database Name: Employment Cost Index	
Series ID: CIU201000000227I (B,J)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: West South Central	

Description of Series ID: Total Compensation, Private Industry
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Periodicity: Index number

3.2.1.1.3 Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. The requested price adjustments shall not exceed five percent (5%) of the total contract amount. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

3.2.1.2 Request for price adjustments must be made in writing prior to February 1 of each year. Prices will only be considered for an adjustment at that time. Once received, the receiving Party will have 30 calendar days to review and approve/disapprove the requested adjustment. Should the receiving Party not agree with the requested adjustment, the requestor may either maintain the prices currently in effect, negotiate an acceptable adjustment or terminate the Contract. Any adjustment to the Contract will be effective October 1 of each year and be calculated as follows:

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Price
Equals the Adjusted Price

3.2.1.3 Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the Contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

3.3 Invoices.

3.3.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and submitted twice monthly. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Parks and Recreation Department
Attn:	Gilbert Hernandez
Address	2800 Hancock Drive
City, State, Zip Code	Austin, TX 78731

3.3.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.4.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.4.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.4.3.5 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.6 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation 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 the City.

3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of 60 months beginning August 1, 2013 through September 30, 2018 and may be extended thereafter for up to 2 additional 60 month periods, subject to the approval of the Contractor and the City Council.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by either party, the other party shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the defaulting Party, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the other Party's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time with 30 calendar days prior written notice to the Contractor. Upon receipt of a notice of termination from the City, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and material and supply obligations incurred prior to the date of termination for the sole purpose of this contract and as negotiated between the Contractor and the City.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 **General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage 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:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.4 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Delays.**

5.3.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.3.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.4 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.5 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

SECTION 6. WARRANTIES

6.1 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2 **Warranty – Price.**

6.2.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.2.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 **Workforce.**

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract. Contractor shall provide on-site employee supervision. The supervisor shall be knowledgeable and able to effectively communicate minimum contract requirements to employees and the public.

7.2.2 The Contractor's employees must wear a visible name tag or a standard uniform that includes official company logo or patch.

7.2.3 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.3.1 use or possess a firearm, including a concealed handgun that is licensed under state law;

7.2.3.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3.3 smoke or use other tobacco products on Cemetery premises.

7.2.3.4 lean, sit or stand on or against headstones or monuments. No tools, equipment or other items shall be placed on headstones or monuments.

7.2.4 Contractor, its employees, subcontractors, and subcontractors employees must:

- 7.2.4.1 take breaks, park and stage equipment in the maintenance yard only, and;
- 7.2.4.2 must comply with all posted speed limits.

7.2.5 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.3 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.4 reorganization, reduction and/or relocation in key personnel;

7.4.5 known or anticipated sale, merger, or acquisition;

7.4.6 known, planned or anticipated stock sales; or

7.4.7 any litigation against the Contractor.

7.5 **Right To Audit.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor's accounts payable and accounts receivable for other clients are not subject to audit review or reproduction by the City. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 **Indemnity.**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

To the Contractor:

City of Austin, Purchasing Office
ATTN: Contract Administrator
P O Box 1088
Austin, TX 78767

Interment Services, Inc.
ATTN: Gene Bagwell, Contract Manager
625 Pioneer Trail
San Marcos, Texas 78666

7.10 **Confidentiality**. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising**. The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees**. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities**. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts**. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor**. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 Assignment-Delegation. The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 Waiver. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 Modifications. The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 Interpretation. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 Dispute Resolution.

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 Subcontractors.

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 Living Wages and Benefits.

7.23.1 In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this Contract, unless Published Wage Rates are included in the solicitation, if applicable. In addition, the City may stipulate higher wage rates in certain contracts in order to assure quality and continuity of service.

7.23.2 Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this Contract. Proof of the health care plan shall be provided prior to award of a contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

7.23.3 The City requires Contractors to provide a signed certification within five (5) calendar days of Contract execution certifying that all employees directly assigned to this Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan (see Exhibit D, Living Wages and Benefits Contractor Certification). The certification shall include a list of all employees directly assigned to providing services under the Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

7.23.4 The Contractor shall maintain throughout the term of the Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

7.23.4.1 employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;

7.23.4.2 time and date of week when employee's workweek begins;

7.23.4.3 hours worked each day and total hours worked each workweek;

7.23.4.4 basis on which employee's wages are paid;

7.23.4.5 regular hourly pay rate;

7.23.4.6 total daily or weekly straight-time earnings;

7.23.4.7 total overtime earnings for the workweek;

7.23.4.8 all additions to or deductions from the employee's wages;

7.23.4.9 total wages paid each pay period; and

7.23.4.10 date of payment and the pay period covered by the payment.

7.23.5 The Contractor shall provide with the first invoice and as requested by the City's Contract Manager, individual Employee Certifications for all employees directly assigned to the Contract containing (see Exhibit E, Living Wages and Benefits Employee Certification):

7.23.5.1 the employee's name and job title;

7.23.5.2 a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;

7.23.5.3 a statement certifying that the employee is offered a health care plan with optional family coverage.

7.23.6 The employee certifications shall be signed by each employee directly assigned to the Contract.

7.23.7 Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract.

7.23.8 The City's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified above in this paragraph to verify compliance with this provision.

7.24 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.25 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract 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 Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.26 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.27 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.28 **Non-Suspension or Debarment Certification.** The City of Austin 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 Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.29 **Incorporation of Documents. Section 0100, Standard Purchase Definitions,** is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-definitions.pdf>.

7.30 **Interlocal Purchasing Agreements.**

7.30.1 The City has entered into Interlocal Purchasing Agreements with other governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible agencies that have an interlocal agreement with the City.

7.30.2 The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

INTERMENT SERVICES, INC.

By: Gene Bagwell
Signature

Name: Gene Bagwell
Printed Name

Title: President

Date: 7-26-13

CITY OF AUSTIN

By: Denise Lucas
Signature

Name: Denise Lucas
Printed Name

Title: Deputy Purchasing Officer

Date: 7/26/2013

List of Exhibits

- Exhibit A Interment and Burial Services Standard Operating Procedures
- Exhibit B Fee Schedule
- Exhibit C Non Discrimination Certification
- Exhibit D Living Wages and Benefits Contractor Certification
- Exhibit E Living Wages and Benefits Employee Certification

Exhibit A
Standard Operating Procedures
City of Austin Cemeteries
Interment and Burial Services

Dated July 12, 2013



PARKS AND RECREATION DEPARTMENT
STANDARD OPERATING PROCEDURE



Subject	Cemetery Grounds Maintenance & Operations
Section	Interment and Burial Services Process Contracted Services

Purpose:

Establish a system of identifying and coordinating the opening and closing of burial spaces at each municipal cemetery location. This supplements Scope of Work for Interments and Burial Services.

Procedures:

Sales Administration

City cemetery staff will coordinate through the sales process, the identification and payment by the public for all grave spaces at City of Austin cemeteries. The price of each space is set by City Council in the annual fee schedule and fees charged to the City by the contractor are identified in the terms and conditions of the executed contract with the City of Austin.

Cemetery staff will distribute the proper documentation and distribute it to city staff and contractors. This policy will also be made available for public review and distribution.

Notice to City Staff and Contractor

When a grave space has been sold or a previously sold space confirmed for burial by cemetery sales staff, a cemetery staff member will initiate the following steps to notify both city staff and the contractor of an upcoming service:

Sales Order: Cemetery Sales staff will produce a numbered sales order with the following information distributed to City and Contractor personnel:

1. Burial Space Information, including date and time of original notice
2. Contact Information
3. Burial Space Lot Diagram, including location and dimensions

4. Miscellaneous Information

Specific pages of the multi-part sequentially numbered sales order will be placed in a separate folder for city staff and contractor. Cemetery sales staff will call the contractor to provide notice of service(s) with date, location and time of service. After this verbal notice, Contractor is responsible for retrieving its copy of the sales order with specific service details. At this time, Cemetery Sales Staff will create an burial summary on the office white board and place a "\", (the first part of an "X") to indicate that the contractor has been verbally notified.

Contractor shall maintain a supervisor on site that employees report to in order to ensure that all of contractor's employees are properly supervised. Contractor shall also provide adequate training for all employees on these Standard Operating Procedures, equipment and policies included in the contract Scope of Work.

Grave Markings

Cemetery Operations Staff (COS) will coordinate all grave markings and distribute the proper documentation and place it in the Maintenance and Operations in-box located at cemetery main office, Austin Memorial Park Cemetery.

COS receives the yellow Sales Order Form copy, lot book description and tag (as appropriate) in order to mark the grave.

If COS needs more grave location information, the Cemetery sales staff will verify lot descriptions of surrounding areas.

COS shall assign two employees to independently confirm and verify grave markings to insure that the grave is marked correctly and in a timely manner.

Once the space and measurements are verified, the COS will place four flags on the corners of the grave space, with the tag on the top left corner of the burial space.

The grave identification tag shall include: Cemetery Name, Decedent's Name, Interment, Dimensions, Block, Lot, Space Information and date and time of burial service.

Once the tag has been placed on burial space, the staff member will complete the "X" on the interment sales office white board to verify that the burial space is ready to be dug by the contractor. Contractor is required to confirm that the space has been marked and read for opening.

All new burials are entered into the Interment data system with the Burial Date, Deceased's name, Block, Lot and Space information.

Pre Opening Inspection

Prior to Contractor staging equipment and initiating grave opening, COS shall inspect and photograph the identified grave space and immediate surrounding area to document existing grounds conditions. COS shall include reasonable access routes to the grave site if applicable

COS shall attach printed photographs to the City's Sales Order page with date/time stamps on the photos. This shall act as the formal representation of the condition of the area as release to the contractor for grave opening.

COS photographs shall include adjacent monuments, memorials and grounds/turf condition

Contractor Grave Opening Tasks

Contractor shall comply with all terms and conditions of the executed agreement relating to the tasks associated with burial services and grave opening, including:

1. Pre-Opening Inspection. Contractor shall have the opportunity to accompany COS to identify any existing conditions, defects or damage as part of the pre-opening inspection.
2. Contractor shall coordinate the placement of all equipment necessary to open a grave in a manner that minimizes damage to cemetery grounds, monuments and infrastructure; and protects adjacent trees, vegetation and monuments.
3. Contractor shall place plywood or other suitable material approved by City of sufficient size and thickness to protect existing turf under all digging and excavation equipment at the gravesite. This may include the use of plywood from the closest available cemetery road to the gravesite during wet or raining conditions. COS shall make this determination as necessary. Contractor's personnel shall be adequately trained to operate all equipment in a safe and efficient manner.
4. During the grave excavation process, should contractors employees strike and damage and existing and adjacent grave, grave liner or casket; contractors employee shall immediately stop the excavation process and contact the cemetery office for the City's cemetery manager or his/her designee to inspect the excavation site. Upon inspection, the cemetery manager shall document through a work order, the incident, appropriate response and direction to contractor regarding any damage and necessary repair work prior to continuation of the excavation process.

Grave Liner Installation

Contractor shall install ordered grave liners using its own equipment and personnel.

Completed Grave Space Covering

Upon completion of the opening of a grave space, installation of the grave liner and prior to the burial service, Contractor shall cover and protect the open grave using the following processes or in a manner approved in writing by the Cemetery Manager:

1. **At no time shall an open grave be unattended by Contractor staff for any reason.**
2. Contractor shall place at least three (3) each, 6 foot, 2"x8" wood studs across the open grave space, at the grave space top, middle and bottom locations.
3. Contractor shall place at least two (2) each, 4'x 8' foot ½" plywood sheets to the grave space in its entirety on top of the wood studs identified above. Plywood shall be in good condition and replaced at the direction of COS as necessary.
4. Contractor shall place at each corner of the covered grave, easily identifiable markers that delineate the area of the covered grave space and chains or rope that prevent the public from accessing the covering plywood.
5. Only contractor's staff shall remove or adjust the open grave plywood or markers.

Grave Fill Process

At the conclusion of the burial service, Contractor shall use the following soil and tamping process for the closing of a grave.

1. Contractor shall place a minimum of 6 inches of flowable material above the closed grave liner, the initial layer.
2. Contractor shall place useable spoils above the flowable material up to 6 inches of grade, the secondary layer.
3. Contractor shall compact both the initial and secondary layers using tamping equipment and process approved by the City of Austin.
4. Contractor shall place a minimum of 6 inches of top soil dressing above the compacted layers 1 and 2; the top layer.
5. COS shall inspect the grave within ten (10) days of the service for grave soil settling and Contractor shall provide additional top soil dressing as necessary and approved by City.

Tent Setup and Removal

Contractor shall supply the tent, artificial turf, chairs and other equipment as necessary for the interment service as identified in the sales order.

Contractor shall employ staff that is knowledgeable in the site preparation, placement, and installation, tear down and removal of all services tent and associated equipment. Contractor shall insure that all tent stakes are sufficiently hammered into the ground, tent support ropes are sufficiently anchored and tightened, and all tent stakes are covered to safely protect the public, contractor and city employees.

Contractor's tents and artificial turf shall be in good and clean condition, and contractor shall ensure that at least one (1) hour prior to the scheduled service the tent and artificial turf is clean and in a visually pleasing condition, reasonable exclusions due to adverse weather excepted.

Contractor shall promptly remove all tent and associated items at the conclusion of the burial service.

Post-Service Inspection

At the conclusion of a service and after the Contractor has closed the grave and removed all equipment, COS shall conduct a post service inspection.

COS shall take photographs of the closed grave and surrounding area to determine contractor's performance. COS shall attach photographs with date/time stamps to verify post-service site condition to the service sales order. Any damage identified by the COS shall be promptly noted and identified in a separate work order created by the COS and delivered to the Contractor. Contractor may accompany COS during the Post-Service Inspection and Contractor shall repair or replace any items damaged by contractor as identified in the inspection.

City reserves the right to withhold payment for specific invoices where Contractor has failed to comply with these Standard Operating Procedures. Payment will be remitted when known deficiencies have been remedied by Contractor.

Exhibit B - Fee Schedule

Service	Fees
Adult Interment	\$1,150.00
Infant/Cremated Remains	\$425.00
Disinterment	
Cremated Remains	\$250.00
Infant Remains	\$275.00
Adult Remains	\$950.00
Raising of Vault	\$250.00
Disinterment & Re-interments	
Infant Remains	\$375.00
Adult Remains	\$1,550.00
Additional Services & Additional Fees	
Insufficient Notice (Less than 12 working hours)	\$350.00
Holidays (Adult Interment/Adult Remains)	\$1,000.00
Holidays (Infant Remains/Cremated Remains)	\$550.00
Saturday	\$100.00
Sunday	\$350.00
Tent Set-up	\$175.00
Haul to AMP from other Cemeteries	\$150.00
Haul to other locations	\$150.00
Fee per mile for Haul to location other than AMP for miles in excess of 10 miles	\$6.00
Grave Liners including setting (Liners provided by Contractor)	\$310.00
Grave Liner setting only (Liners not provided by Contractor)	\$60.00
Plummer Fee	\$100.00
Oakwood Fee	\$100.00
Oakwood Annex Fee	\$100.00
Evergreen Fee	\$100.00
Monument Setting	
- All 2 piece	\$0.55
- 1 piece >300 sq. inch	\$0.55
- 1 piece <300 sq. inch	\$0.50
- Military Markers Tabloid	\$75.00
- Military Marker >300 sq. inch	\$0.55
- Military Marker <300 sq. inch	\$0.50

EXHIBIT C
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26th day of July, 2013

CONTRACTOR

Authorized
Signature

Title

Interment Services Inc
Lene Bagwell
President

EXHIBIT D
CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____

Date: _____

Printed Name: _____

Title _____

**EXHIBIT E
CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	Description of Services:
Contractor Name:	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	
Signature of Employee	Date
Type or Print Name	

(Witness Signature)

(Printed Name)



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CF

DATE (MM/DD/YYYY)

04/03/2013

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 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 Insurance Agency of San Marcos 400 West Hopkins, Suite 204 PO Box 905 San Marcos, TX 78667 James H. Fite		Phone: 512-396-8290 Fax: 512-396-8296	CONTACT NAME: CONNIE FITE PHONE (A/C, No., Ext.): 512-396-8290 E-MAIL ADDRESS: IASM@GRANDECOM.NET PRODUCER CUSTOMER ID #: BAGWGE1	FAX (A/C, No.): 512-396-8296
INSURED Gene Bagwell dba Intercare Corp. Maintenance Management Interment Services Inc 625 Pioneer Trail San Marcos, TX 78666	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Union Standard Insurance			
	INSURER B: Old Republic Surety Company			
	INSURER C: Colony Insurance Company			
	INSURER D:			
	INSURER E:			
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 SUBR INSR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X X	CPA1788877	03/31/2013	03/31/2014	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
C	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	AP508235	02/23/2013	02/23/2014	MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Cemetary Prof Lia					PERSONAL & ADV INJURY	\$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY	X	CPA1788877	03/31/2013	03/31/2014	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$ 1,000,000
A	<input checked="" type="checkbox"/> SCHEDULED AUTOS	X X	CUA4224341 CURRENT	03/31/2013	03/31/2014	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	CUA4224341 CURRENT	03/31/2013	03/31/2014	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 1,000,000
A	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X X	CUA4224341 CURRENT	03/31/2013	03/31/2014		\$
	<input checked="" type="checkbox"/> DEDUCTIBLE						\$
A	<input checked="" type="checkbox"/> RETENTION \$ 10000	X X	CUA4224341 CURRENT	03/31/2013	03/31/2014		\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
A	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A X	WCA4227647	03/31/2013	03/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
						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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CEMETARY MAINTENANCE AND OPERATIONS JANITORIAL MAINTENANCE
LANDSCAPING AND EXTERIOR MAINTENANCE
JANITORIAL SERVICE
 30 DAY NOTICE OF CANCELLATION IS PROVIDED.

CERTIFICATE HOLDER**CANCELLATION**

CITYAU8	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
CITY OF AUSTIN ATTN CYNTHIA GONZALEZ 124 W 8TH ST STE 310 AUSTIN, TX 78701	AUTHORIZED REPRESENTATIVE

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