

THE BOARD OF DIRECTORS MEETING

March 25, 2020 | 9:00 am

To be held by Video Conference

NOTICE IS HEREBY GIVEN that the members of the NTMC Board of Directors will be meeting via video conference link and the meeting will be made available to the public at the following web address: <https://meet662935157.adobeconnect.com/dctaboard/>

CALL TO ORDER

BRIEF ORIENTATION TO NAVIGATING THE VIDEO CONFERENCE

PUBLIC COMMENT

This agenda item provides an opportunity for citizens to address the Board of Directors on any agenda items or other matters relating to the NTMC. Anyone wishing to address the Board of Directors should complete a Citizen Comment Registration Card and submit it to the NTMC Secretary prior to the start of the Board meeting. There is a three (3) minute time limit for each citizen. Anyone wishing to speak shall be courteous and cordial. The Board of Directors is not permitted to take action on any subject raised by a speaker during Citizen Comments. However, the Board of Directors may have the item placed on a future agenda for action; refer the item to the NTMC Officers for further study or action; or provide a brief statement of factual information in response to the inquiry.

1. REGULAR AGENDA

- a. Coronavirus (COVID-19) Response Update Regarding NTMC Operations & Staffing
- b. Consider and Approve Resolution 2020-N008 Authorizing the President to Execute and Negotiate the Agreement Contract with Hendrickson Transportation Group to Provide NTMC General Management Services

2. NEXT BOARD MEETING – The next NTMC Board meeting is currently scheduled for April 22, 2020 at 9:00 a.m.

3. FUTURE AGENDA ITEMS

- a. Approval of Minutes from December 5, 2019 Board Meeting Continued from February 28, 2020 Meeting
- b. Approval of Minutes from February 28, 2020 and March 25, 2020 Board Meeting
- c. NTMC Budget Workshop

- d. Bylaws and Certification of Formation Discussion
- e. Current and Prior Budgets Discussion
- f. Consider Resolution 2020-N001 Approving FY20 Budget Revision Continued from February 28, 2020 Meeting
- g. Executive Closed Session with Labor Relations Attorney
- h. NTMC Operations Workforce/Positions
- i. NTMC Insurance/Retirement

ADJOURN

BOARD MEMBERS:

Dean Ueckert, Chair
Richard Hayes, Vice Chair
Don Combs, Sara Hensley, Raymond Suarez

OFFICERS:

Kristina Holcomb, NTMC President
Nicole Recker, NTMC Vice President
Marisa Perry, NTMC Treasurer
Brandy Pedron, NTMC Secretary

The Denton County Transportation Authority meeting rooms are wheelchair accessible. Access to the building and special parking are available at the main entrance. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by emailing bpedron@ntmc.com or calling Brandy Pedron at 972.221.4600.

***CERTIFICATE** – I certify that the above agenda giving notice of meeting was posted on the bulletin board at the Corporation’s offices, which are also the offices of the Denton County Transportation Authority, on 3/20/2020 at 3:30 PM.*



Brandy Pedron, NTMC Secretary

**NORTH TEXAS MOBILITY CORPORATION
RESOLUTION NO. 2020-N008**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT FOR TRANSPORTATION SYSTEM GENERAL MANAGER BY AND BETWEEN NTMC AND HENDRICKSON TRANSPORTATION GROUP LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Directors of the North Texas Mobility Corporation (“NTMC”) has been presented with a proposed Agreement for Transportation System General Manager between NTMC and Hendrickson Transportation Group LLC (the “Agreement”);

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the Board of Directors is of the opinion and finds that the terms and conditions thereof should be approved, and that NTMC President Kristina Holcomb should be authorized to negotiate and execute the Agreement and all related documents thereto on behalf of NTMC;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION THAT:

SECTION 1. Kristina Holcomb, President, is authorized to negotiate and execute the Agreement, attached hereto and incorporated herein as Exhibit “A”, and all related documents thereto on behalf of NTMC.

SECTION 2. This resolution shall become effective immediately upon its passage and approval.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF NORTH TEXAS MOBILITY CORPORATION ON THE 26TH DAY OF MARCH, 2020.

APPROVED:

Dean Ueckert, Chair

ATTEST:

Brandy Pedron, Secretary
(03-20-2020:TM 114595)

STATE OF TEXAS

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§

**AGREEMENT FOR TRANSPORTATION
SYSTEM GENERAL MANAGER**

COUNTY OF DENTON

This Agreement for Transportation System General Manager (“Agreement”) is made by and between North Texas Mobility Corporation (“NTMC”) and Hendrickson Transportation Group LLC (“Contractor”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, NTMC desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render advisory and management services by providing a General Manager for the day-to-day operation of NTMC, as set forth in Exhibit “A” attached hereto and incorporated herein, and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

**Article I
Term**

1.1 The Initial Term of this Agreement shall commence on the last date of execution hereof (the “Effective Date”) and shall continue for a period of six (6) months unless sooner terminated as provided herein. Thereafter, NTMC shall have the option to extend the Term of this Agreement on a month-to-month basis.

1.2 NTMC may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of NTMC in accordance with this Agreement prior to such termination.

**Article II
Contract Documents**

2.1 This Agreement consists of the following items:

A. This Agreement; and

B. Scope of Work for services provided to NTMC (attached as Exhibit “A”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents”.

Article III Scope of Work

3.1 Contractor shall provide the services specifically set forth in Exhibit “A”.

3.2 In addition to those services enumerated in Exhibit “A”, the following requirements for the General Manager shall apply:

- A. The General Manager shall be a qualified, diligent, expert, and efficient executive who will reside within an area approved by NTMC. The General Manager will serve as operating officer and be responsible for the day-to-day operation of NTMC in an efficient and effective manner.
- B. The General Manager may, from time to time, have responsibilities to other Contractor managed transit systems, but such responsibilities shall be clearly incidental to General Manager’s position with NTMC and not interfere with General Managers day to day operations of NTMC.
- C. Any subsequent appointees to the position of General Manager shall be the responsibility of Contractor but shall not be made without first obtaining the advice and consent of NTMC.
- D. If the person assigned to the position of General Manager is proven to be incapable of performing his/her duties in a manner acceptable to NTMC, then NTMC will advise Contractor and a replacement acceptable to NTMC shall be assigned by Contractor.
- E. If the person assigned to the position of General Manager suffers a disability for a period in excess of two (2) weeks, Contractor shall secure a qualified individual to fill the position of General Manager for as long as the disability may continue, or to replace such individual if necessary, all subject to the advice and consent of NTMC.
- F. Contractor shall not reassign the appointed General Manager to another position with Contractor or otherwise replace the General Manager without the prior substitution of a General Manager acceptable to NTMC.

3.3 Contractor's Responsibilities:

- A. All services rendered by Contractor shall be directly supervised by a senior management executive of Contractor.
- B. The performance of managing NTMC bus operation and maintenance shall be monitored by a senior management executive of Contractor through Contractor's management information system and on-site visits.
- C. All services rendered by Contractor shall be subject to the reasonable supervision and control of NTMC's designated representative.
- D. Contractor shall be solely responsible for all matters relating to payment of its agents and employees, including compliance with social security, withholding, workers compensation, unemployment and all other regulations governing such matters.

**Article IV
Schedule of Work**

Contractor agrees to commence the services upon a Notice to Proceed from NTMC and to complete the required services in accordance with a work schedule mutually established by NTMC and Contractor. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a Notice to Proceed from NTMC shall be entirely at Contractor's own risk.

**Article V
Compensation and Method of Payment**

5.1 NTMC shall compensate Contractor for services under this Agreement in an amount not to exceed Fourteen Thousand Three Hundred Dollars (\$14,300.00) per month.

5.2 NTMC shall pay Contractor within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

5.3 Contractor shall submit invoices for services rendered under this Agreement to:

NTMC
Accounts Payable
P. O. Box 96
Lewisville, Texas 75067

Article VI Suspension of Work

NTMC shall have the right to immediately suspend work by Contractor if NTMC determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VII Devotion of Time; Personnel; and Equipment

7.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should NTMC require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by NTMC, and without decreasing the effectiveness of the performance of services required under this Agreement.

7.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

7.3 Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VIII Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Contractor is acting independently, and that NTMC assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of NTMC.

**Article IX
Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

**Article X
Insurance**

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of NTMC (naming NTMC and its officers, agents and employees as additional insureds), insurance coverage as set forth in Exhibit "B" attached hereto and incorporated herein. Contractor shall provide signed Certificates of Insurance verifying that Contractor has obtained the required insurance coverage for NTMC prior to the Effective Date of this Agreement.

**Article XI
Miscellaneous**

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

11.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

11.3 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of NTMC. In the event of an assignment by Contractor to which NTMC has consented, the assignee shall agree in writing with NTMC to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

11.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.8 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that NTMC assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of NTMC. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.9 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

11.10 Recitals. The recitals to this Agreement are incorporated herein.

11.11 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for NTMC:

Kristina Holcomb
President
NTMC
1955 Lakeway Drive, Suite 260
Lewisville, Texas 75067
Phone: 972-221-4600

With Copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower, 500 North Akard
500 North Akard
Dallas, Texas 75201
Phone: 214-965-9900

If intended for Contractor:

John L. Hendrickson
President
Hendrickson Transportation Group LLC
P. O. Box 2032
Waco, Texas 76703
Phone: 254-405-4200

11.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist

of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.14 Indemnification. **NTMC SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST NTMC, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “NTMC”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF NTMC. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS NTMC FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF NTMC). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST NTMC IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM NTMC, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR’S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO NTMC. CONTRACTOR’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

CONTRACTOR SHALL INDEMNIFY NTMC FOR ANY FINES AND LEGAL FEES INCURRED BECAUSE EMPLOYEES, AGENTS, OR WORKERS SUPPLIED BY CONTRACTOR ARE NOT AUTHORIZED TO WORK IN THE UNITED STATES.

11.15 Audits and Records. Contractor agrees that during the term hereof NTMC and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor’s records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by NTMC or date of termination if sooner.

11.16 Conflicts of Interests. Contractor represents that no official or employee of NTMC has any direct or indirect pecuniary interest in this Agreement.

11.17 Compliance with Federal, State & Local Laws: Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.18 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.19 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(signature page to follow)

EXECUTED this _____ day of _____, 2020.

North Texas Mobility Corporation

By: _____
Kristina Holcomb
President

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., General Counsel
(03-20-2020:TM 114475)

EXECUTED this _____ day of _____, 2020.

Hendrickson Transportation Group LLC

By: _____
Name: _____
Title: _____

**EXHIBIT “A”
Scope of Work**



JOB TITLE: General Manager
DEPARTMENT: Operations
REPORTS TO: Director of Bus Operations
JOB LOCATION: Denton, Texas

LAST REVISION DATE: 11/2019
JOB TYPE: Regular Full-Time
PAY TYPE: Exempt
HOURS: Standard schedule, with nights, weekends, and holidays, when needed

JOB SUMMARY:

Responsible for planning, directing, coordinating, and evaluating the day-to-day activities of bus operations. Provides information, alternatives, and recommendations regarding policy and services. Ensures service is operated in accordance with federal, state, and local regulations and consistent with established policies, procedures, plans, and budgets.

JOB FUNCTIONS:

These duties are a general representation of the position; assignments may vary

- Provides strategic planning and direction to department managers, including administration, operations, maintenance, safety, and customer service.
- Provides leadership and guidance and establishes clear and measurable job expectations and training goals for staff.
- Ensures services are provided within budget and action plans developed and implemented to improve operational efficiencies.
- Assists in the development of the operating and capital budgets and monitors budget adherence.
- Manages financial activities to support transit operations, quality, productivity, and goal attainment.
- Assists with procurements, operational analysis, and service and cost proposals.
- Ensures purchases follow approved policies and procedures.
- Maintains assets including but not limited to vehicles, facilities, inventories, tools, and equipment.
- Assesses resource needs, problems, and trends, and plans accordingly.
- Manages human resources and provides supervision and leadership.
- Drives and supports employee engagement and recognition.
- Oversees labor relations, union procedures and negotiations.
- Investigates, makes, and administers personnel decisions up to and including terminations.
- Develops action plans to ensure customer satisfaction.
- Provides and promotes effective communication with customers.
- Assures a safe working environment.
- Develops policies and procedures in support of operations and administration.

- Ensure compliance of local, state, and federal laws and regulations including Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), Americans with Disabilities Act (ADA) and Equal Employment Opportunity Commission (EEOC).
- Manages and supervises multiple projects concurrently.
- Other related duties as assigned

REQUIREMENTS TO PERFORM WORK:

Essential Knowledge and Skills:

- Ability to communicate effectively in both the written and spoken form; uses appropriate grammar, accurate spelling and punctuation when communicating through written form; communicates effectively with internal and external customers.
- Previous experience in management, supervision, and project management.
- Demonstrated working knowledge of transit operations and the ability to manage a large and complex operations system, multi-site project management, budgeting practices, labor relations, personnel management, strategic planning and employee development and supervision.
- Experience in organization and administrative management. Previous experience in budget development, risk management, human resources, and transit operations.
- Management skills including ability to hold others and self-accountable, to make difficult decisions when necessary, to focus on results, to analyze data, and to plan, develop, and implement formal work plans. Knowledge of basic managing strategies and project coordination.
- Exceptional interpersonal skills to communicate effectively and sensitively with all levels of supervisory and non-supervisory employees, a politically, economically, and culturally diverse work force and represent the agency to the community, government entities, vendors, contractors, and others both inside and outside of the agency.
- Must have excellent oral and written communication skills, with the ability to effectively communicate with customers, staff, and contractors and the ability to handle daily challenges and adjust to adversity.
- Advanced principles and practices of transit system operations management, development and administration.
- Must have problem-solving abilities, organizational skills and excellent presentation skills.
- Extensive knowledge of Federal, State, and local laws and regulations related to transit operations.
- Sound knowledge of safety management principles and practices.
- Previous experience working in a collaborative manner within a collective bargaining environment. Ability to work effectively with labor; including labor grievances and negotiations.
- Experience with establishing and managing budgets.
- Experience with word processing, spreadsheet and project management software packages.
- Knowledge of general business and accounting principles and practices.
- Microsoft Office suite, including Word, Excel, Outlook, PowerPoint.

EDUCATION AND EXPERIENCE:

- Bachelor's degree in a related field (technical business, public and/or transportation administration, transportation planning or related field).
- Five (5) years of increasingly responsible supervisory or management experience; preferably in a large public transit setting; or the equivalent combination of education and experience.

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Prolonged periods sitting at a desk and working on a computer.
- Ability to lift 25 pounds
- Repeated use of sight to read documents and computer screens.
- Repeated use of hearing and speech to communicate on telephone and in person.
- Repetitive hand movements, such as keyboarding, writing, 10-key.
- Work regularly requires using hands to finger, handle or feel and repetitive motions, frequently requires sitting and occasionally requires kneeling, stooping, crouching, standing, walking, reaching with hands and arms, lifting, pushing and pulling.

WORK ENVIRONMENT:

- The noise level in the work environment is usually moderate.
Works indoors / outdoors and in inclement weather conditions such as rain, hail, ice, sleet, and in cold or hot temperatures.

**EXHIBIT “B”
Insurance Requirements**

INSURANCE REQUIREMENTS

Contractor shall provide the NTMC a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein within ten (10) days of request from NTMC. Contractor shall provide NTMC evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the bidder’s policy. Work shall not commence until insurance has been approved by NTMC.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best’s rating A- or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. NTMC reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

COMMERCIAL GENERAL LIABILITY:

- Bodily Injury/Property Damage per occurrence\$1,000,000
- General Aggregate\$2,000,000
- Products/Completed Aggregate\$2,000,000
- Personal Advertising Injury per occurrence\$1,000,000
- Fire Damage.....\$100,000
- Medical Expense\$5,000

BUSINESS AUTO LIABILITY

to include coverage for:

- Owned/Leased vehicles
- Non-owned vehicles
- Hired vehicles
- Combined Single Limit\$1,000,000

WORKERS’ COMPENSATION EMPLOYERS’ LIABILITY

to include:

each accident

Disease Policy Limits

Disease each employee

Statutory Limits per occurrence

- Each accident\$1,000,000
- Disease Policy Limits\$1,000,000
- Disease each employee\$1,000,000

PROFESSIONAL LIABILITY (MAY NOT BE APPLICABLE)

- \$1,000,000 per claim
- \$1,000,000 per aggregate

ADDITIONAL INSURED:

The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name NTMC, its directors and employees as additional insured regarding Contractor operations in performance of this Contract.

WAIVER OF SUBROGATION:

The Workers’ Compensation and Employers’ Liability shall be endorsed to provide a waiver of subrogation in favor of NTMC, its officers, directors and employees.

COVERAGE PRIMARY:

Such insurance as is provided therein shall be primary and non-contributing with any other valid and collectible insurance available to NTMC. The limits of liability required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required below.

NO COMMENCEMENT WITHOUT COVERAGE:

Contractor shall not commence work at the site under this Contract until he/she has obtained all required insurance and until such insurance has been approved by NTMC. Contractor shall not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of the insurance by NTMC shall not relieve or decrease the liability of Contractor hereunder.

CERTIFICATES:

Certificate of Insurance evidencing insurance coverage as required shall be furnished to the Purchasing Manager prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. CERTIFICATES SHALL BE PROVIDED BY BIDDER AND ANYONE INVOLVED IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT (not otherwise included under Contractor’s coverage), INCLUDING ALL SUBCONTRACTORS. All certificates from Contractor and any subcontractors must be issued reflecting NTMC as the certificate holder. All Certificates of Insurance shall reflect the Denton County Transportation

Authority project number. Failure to furnish the required certificates of insurance within the time allowed shall not be considered cause for modification of any contractual time limits. All policies of insurance presented, as proof of compliance with the above requirements shall be on forms and with insurance companies approved by NTMC. All such insurance policies shall be provided by insurance companies having a Best's rating of A-VI rating or greater as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-VI will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing prior to the award of the Contract. Certificate of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location, and the cancellation clause as required below.

NO LAPSE OR CANCELLATION:

Contractor and any subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled, reduced, restricted, or limited until thirty (30) days after NTMC has received written notice. In the event of cancellation or lapse of insurance, Contractor shall notify NTMC immediately and unless otherwise directed by NTMC, shall cease work until evidence of acceptable insurance coverage is supplied to NTMC.

BREACH:

Failure to maintain insurance coverage as required herein shall constitute a material breach and default.