

**AGREEMENT BY AND BETWEEN THE GREATER AUSTIN ECONOMIC  
DEVELOPMENT CORPORATION AND THE CITY OF AUSTIN FOR  
PARTICIPATION IN THE OPPORTUNITY AUSTIN CAMPAIGN**

THIS AGREEMENT is made and entered into with an effective date of January 15, 2015 ("Effective Date") between Greater Austin Economic Development Corporation, a Texas corporation ("GAEDC") and the City of Austin, Texas ("City"), acting by and through the Economic Development Department ("EDD").

**RECITALS**

WHEREAS, the GAEDC is implementing Opportunity Austin, a business initiative for Austin and surrounding areas that will encourage economic development and job creation; and

WHEREAS, the Austin City Council has authorized \$350,000 for participation in Opportunity Austin; and

WHEREAS, the Austin City Council has requested that \$250,000 specifically be used for national advertising/public relations and workforce development; and

WHEREAS, GAEDC and the City desire to enter into this Agreement to facilitate implementation of the Opportunity Austin program;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, GAEDC and City agree as follows:

1. GAEDC will complete the scope of Work described below. Acceptance and approval of documents or reports by the City shall not constitute a release of the responsibilities and liability of GAEDC for the accuracy and competency of the GAEDC's work product or other documents and services prepared/performed under this Agreement. No approvals or acceptances by or on behalf of the City shall be an assumption of responsibility by the City for any defect, error, or omission in the work products or other documents and services as prepared/performed by GAEDC. GAEDC shall not complete tasks unauthorized by the City. It is understood and agreed that no claim for extra work finished or materials furnished by GAEDC, nor shall the GAEDC perform any work or furnish any materials unless it is first requested and authorized in writing by the City. Any work or materials furnished by GAEDC without a written request by City and authorization shall be at GAEDC's own risk, cost, and expense. GAEDC further agrees to correct documents or re-execute services as may be required due to the GAEDC's development of documents that are found to be in error or contain defects or omissions at no additional costs to the City.

**2. Scope of Work**

- A. **National Marketing:** Execute a media campaign to a national business audience in an effort to create a greater awareness of Austin and Central Texas a great location to operate a business and create jobs.

Specific objectives:

- a) Create advertisements that differentiate Austin from other communities
- b) Identify appropriate business publications to place advertising that reaches a targeted audience.



**Deliverables:**

- 1) Place advertisements between January 15, 2015 and January 14, 2016 in accordance with the 2015 Greater Austin Chamber of Commerce Strategic Plan.
- 2) Provide the City a copy of each advertisement, sourcing the publication that contains a placement advertising Austin as a business location.
- 3) City may appoint a City employee to serve on the Economic Development Council that receives monthly reports on the implementation of marketing strategies.
- 4) The City will be invited to quarterly meetings of Opportunity Austin at which time achievements for the previous three months will be reported.
- 5) Implement a national media relations program to generate earned, out of market media coverage for the Greater Austin area.
- 6) Provide quarterly reports to the City of Austin listing accomplishments during the period, including dates and descriptions of earned media coverage generated.

- B. Long Term Workforce Development:** Execute a strategy designed to assist in closing the performance achievement gap at the high school level among the most at risk students.

**Specific objectives:**

- a) Define and implement one high school group tutoring project focused on improving grade point average ("GPA"), TAKS performance and attendance of at risk students; and
- b) Create a sustainable, standardized one on one tutoring development program.

**Deliverables:**

- 1) Establish one high school group tutoring study group at a high school with a high percentage of at risk students that has a goal of 80% attendance for students and tutors.
- 2) Train at least 25 tutors to work with students individually and/or in groups.
- 3) Provide the City quarterly progress reports on achieving objectives and of program accomplishments.

- C. Clean Energy Technology Business Development:** Attract/recruit clean energy technology businesses and related support businesses to Austin.

**Specific objectives:**

- a) Develop a strategy to determine initial focus for attracting clean energy technology businesses.
- b) Hire staff to focus on implementing business attraction strategy.

**Deliverables:**

- 1) Annually update the clean energy technology business attraction strategy.
- 2) Employ a full time economic development professional to implement strategy.

- 3) Develop and distribute marketing materials targeting the clean energy industry.
  - 4) Provide the City copies of those materials and details regarding their distribution in quarterly reports.
  - 5) Provide statistics related to economic development activities associated with clean energy prospects to the City in quarterly reports.
3. GAEDC shall furnish and assume full responsibility for all services, facilities, and incidentals necessary for the proper execution and completion of the work.
4. Term - This Agreement shall become effective on the Effective Date, and shall continue for a period of one year. This Agreement may be extended thereafter for up to four additional one-year periods, subject to the approval of the funding during the City budget process and agreement of the GAEDC and the City Manager or his/her designee.
5. Payment
  - A. City's financial obligations under this Agreement shall not exceed \$350,000.00 per year during the life of this Agreement, of which \$100,000.00 per year is to be dedicated to the "clean energy" business recruitment initiative, and \$350,000.00 per one-year extension, for deliverables accepted by the City.
  - B. City shall pay any proper invoice within 30 days of City's receipt of the invoice and quarterly report.
  - C. City's payment obligations are payable only and solely from funds appropriated and available for the purpose of this Agreement. The absence of appropriated or other lawfully available funds shall render this Agreement null and void to the extent funds are not appropriated or available. City shall provide GAEDC written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit City to pay its obligations under this Agreement.
6. Right to Audit: City's Access to Records. GAEDC 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, examines, or reproduces, any and all records of GAEDC related to the performance under this Agreement.
7. Indemnity: GAEDC 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 claims, causes of action, damages, attorney's fees and other costs arising out of, incident to, concerning or resulting from the fault of GAEDC, or GAEDC's agents, employees or subcontractors, in the performance of GAEDC's obligations under the Agreement. Nothing herein shall be deemed to limit the rights of the City or GAEDC (including, but not limited to, the right to seek contribution) against any third party who may be liable for an indemnified claim.
8. Right to Assurance: Whenever one party to the Agreement 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 Agreement.
9. Default: The GAEDC shall be in default under the Agreement if it (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to

provide adequate assurance of performance under Section 8 or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

10. Termination for Cause: In the event of a default by GAEDC, City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless GAEDC within such ten (10) day period, cures such default, or provides evidence sufficient to prove to City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by City as a result of GAEDC'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 Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

11. Miscellaneous:

- A. Amendment: This Agreement may only be amended by mutual agreement of the Parties expressed in writing and approved and signed by appropriate representatives of each Party.
- B. Jurisdiction and Venue: The Agreement is made under and shall be governed by the laws of the State of Texas. All issues arising from this Agreement shall be resolved in the state 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 injunction relief from any competent authority as contemplated herein.
- C. Independent Contractor: The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. GAEDC shall be considered an independent contractor.
- D. Notices: Any notices given regarding this Agreement shall be provided to the following contacts. A Party may specify a new contract by notifying the other Party in writing:

GAEDC Contact:

Mike W. Rollins, President  
Greater Austin Chamber of Commerce  
210 Barton Springs Rd, Ste. 400  
Austin, TX 78704  
P: (512) 322-5615  
F: (512) 478-9615

City Contact:

David Colligan, Economic Development Manager  
Economic Development Department  
301 W. 2<sup>nd</sup> Street, Suite 2030  
Austin, TX 78701  
P: (512) 974-6381  
F: (512) 974-7825

- E. Confidentiality: Each Party agrees that it shall not disclose to a third party (other than the Party's employees, counsel, consultants or agents) and will maintain in strict confidence the terms and conditions of this Agreement and any information that may

be exchanged or developed pursuant to this Agreement, except when such disclosure may be required by applicable law or regulation.

- F. Entire Agreement: This Agreement and its attachments constitute the entire agreement between the parties with respect to the matters contained in this Agreement.
- G. 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 Agreement resulting from the 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 GAEDC shall render the Agreement voidable by the City.
- H. Gratuities: City may, by written notice to GAEDC, terminate the Agreement without liability if it is determined by the City that gratuities were offered or given by GAEDC or any agent or representative of GAEDC to any officer or employee of the City of Austin with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such agreement. In the event the Agreement is terminated by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by GAEDC in providing such gratuities.
- I. Living Wages and Benefits (applicable to procurements involving the use of labor):
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 living wage for City employees is \$11.39 per hour. This minimum wage is required for any GAEDC employee assigned to this City Contract unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
  2. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. GAEDC must provide health insurance with optional family coverage for all GAEDC employees assigned to this Agreement.
- J. Insurance:  
GAEDC's Worker's Compensation and Employer's Liability Insurance 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, and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements: GAEDC's policy shall include: Waiver of Subrogation, Form WC 420304, or equivalent coverage; and thirty (30) calendar days' Notice of Cancellation, Form WC 420601, or equivalent coverage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by

their duly authorized representatives.

CITY OF AUSTIN

By: Dan Edwards

Title: Assistant City Manager

Date: 7/30/2015

GREATER AUSTIN ECONOMIC DEVELOPMENT CORPORATION

By: Michael W. Keller

Title: President

Date: 7/24/15

Approved as to Form:

C. Casby 7/27/2015



# AGENDA



## Recommendation for Council Action

Austin City Council		Item ID	38116	Agenda Number	25.
Meeting Date:	12/11/2014			Department:	Economic Development
Subject					
Authorize negotiation and execution of a one-year agreement with Greater Austin Economic Development Corporation for continued participation in the Opportunity Austin Campaign in an amount not to exceed \$350,000 per extension option, with four additional 12-month extension options, in an amount not to exceed \$350,000 per extension option, for a total contract amount not to exceed \$1,750,000.					
Amount and Source of Funding					
Funding in the amount of \$350,000 is available in the Fiscal Year 2014-2015 Operating Budget of the Economic Development Department. Extension options are contingent on available funding in future budgets.					
Fiscal Note					
There is no unanticipated fiscal impact. A fiscal note is not required.					
Purchasing Language:					
Prior Council Action:					
For More Information:	Kevin Johns, Director, Economic Development Department, (512) 974-7802; David Colligan, Manager, Global Business Recruitment and Expansion, Economic Development Department, (512) 974-6381				
Boards and Commission Action:					
MBE / WBE:					
Related Items:					

## Additional Backup Information

The City has been a continuous participant with the Greater Austin Economic Development Corporation (GAEDC), doing business as the Greater Austin Chamber of Commerce, since 2005 to participate in the Opportunity Austin Campaign to improve the economic future of the greater Austin area. The campaign began with an economic assessment that identified the following areas in need of immediate attention: development of new primary jobs; diversification of Austin's business base; elimination of impediments to start, grow, or relocate businesses in the area; efforts to ensure a quality workforce; and overall transportation improvements. Since contracting with GAEDC, the City's ranking in job growth grew from 25<sup>th</sup> to 2<sup>nd</sup> in the United States with 121,800 new jobs and regional payroll increased by \$5.6 billion. In addition, 144 companies relocated their headquarters or regional offices to Central Texas. This proposed contract will enable the City to be a continued participant in the Opportunity Austin 3.0 Campaign, to assist with strengthening and diversifying the economy by attracting and recruiting new businesses, retaining and expanding existing businesses, and encouraging and supporting local entrepreneurs. Out of the \$350,000 annual contract amount, \$100,000 is specifically earmarked to support clean energy target marketing.

The GAEDC's goals for Opportunity Austin 3.0's five-year campaign are to create 117,000 new jobs and increase the regional payroll by \$10.8 billion. GAEDC will also continue to execute a strategy to market Austin and Central Texas and maintain a dynamic website providing regional information.



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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/04/2015

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).

<b>PRODUCER</b> <b>Wortham Insurance &amp; Risk Management</b> <b>221 West 6th Street, Suite1400</b> <b>Austin, TX 78701</b> <b>512 453-0031</b>	<b>CONTACT NAME:</b> Teresa LeGalley <b>PHONE (A/C, No, Ext):</b> 512 453-0031 <b>FAX (A/C, No):</b> 512 453-0041 <b>E-MAIL ADDRESS:</b> teresa.legalley@worthaminsurance.com														
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<b>INSURED</b> <b>Greater Austin Chamber of Commerce</b> <b>535 East 5th Street</b> <b>Austin, TX 78701</b>															

## COVERAGES

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## REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>			OLDA34380801	07/01/2015	07/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
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A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> DED <input checked="" type="checkbox"/> <b>RETENTION \$10000</b>			OLDA34380801	07/01/2015	07/01/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> <b>N</b> <input type="checkbox"/> <b>Y</b> <input type="checkbox"/> <b>N/A</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WDDA34375501	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> 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)

\*\* Supplemental Name \*\*

Greater Austin Economic Development Corp, Inc.

General Liability Policy Form:

Businessowners Liability Special Broadening Endorsement 391-1006-06 09

Commercial Auto Policy Form:

Designated Insured- Blanket Required by Contract CA 20 48 02 99

## CERTIFICATE HOLDER

## CANCELLATION

For Information Only

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

AUTHORIZED REPRESENTATIVE

*Rosa T. Santari*

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2015

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.

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

\*\* Supplemental Name \*\*

Greater Austin Economic Development Corp, Inc.

General Liability Policy Form:


Businessowners Liability Special Broadening Endorsement 391-1006-06 09

Commercial Auto Policy Form:

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Austin</b> <b>PO Box 1088</b> <b>Austin, TX 78767</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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## DESCRIPTIONS (Continued from Page 1)

Designated Insured- Blanket Required by Contract CA 20 48 02 99

Workers Compensation Form:

Texas Waiver of Our Right to Recover From Others Endorsement WC 42 03 04 B (ED 6-14)

30 Day Notice of Cancellation Applies

### TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

#### Schedule

1. ☐ Specific Waiver  
Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

BLANKET AS REQUIRED BY WRITTEN CONTRACT

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

CITY OF AUSTIN  
P.O. BOX 1088  
AUSTIN, TX 78737

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY  
COMMERCIAL PROPERTY COVERAGE PART  
BUSINESS AUTO COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Name of Designated Entity Mailing Address or Email Address	Number Days Notice
CITY OF AUSTIN P.O. BOX 1088 AUSTIN, TX 78737	30

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY  
COMMERCIAL PROPERTY COVERAGE PART  
BUSINESS AUTO COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Name of Designated Entity Mailing Address or Email Address	Number Days Notice
WELLS FARGO BANK, NA 255 SECOND AVENUE SOUTH: MAC N9301-047 MINNEAPOLIS, MN 55479	30
TIME WARNER CABLE INC. ITS SUBSIDIARIES AND AFFILIATED COMPANIES ATTN: CONTRACT ADMINISTRATION 550 N CONTINENTAL BLVD, SUITE 250 EL SEGUNDO, CA 90245	30
CITY AUSTIN P.O. BOX 1088 AUSTIN, TX 78737	30

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**SCHEDULE\***

**Name Of Person Or Organization:**

CITY OF AUSTIN

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**Paragraph K. Transfer Of Rights Of Recovery  
Against Others To Us in Section III - Common Pol-  
icy** Conditions is amended by the addition of the  
following:

We waive any right of recovery we may have  
against the person or organization shown in the  
Schedule above because of payments we make for  
injury or damage arising out of your ongoing op-  
erations or "your work" done under a contract with  
that person or organization and included in the  
"products-completed operations hazard". This  
waiver applies only to the person or organization  
shown in the Schedule above.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2015

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).

<b>PRODUCER</b> <b>Wortham Insurance &amp; Risk Management</b> <b>221 West 6th Street, Suite1400</b> <b>Austin, TX 78701</b> <b>512 453-0031</b>	<b>CONTACT NAME:</b> Teresa LeGalley <b>PHONE (A/C, No, Ext):</b> 512 453-0031 <b>FAX (A/C, No):</b> 512 453-0041 <b>E-MAIL ADDRESS:</b> teresa.legalley@worthaminsurance.com														
<b>INSURED</b> <b>Greater Austin Chamber of Commerce</b> <b>535 East 5th Street</b> <b>Austin, TX 78701</b>	<table border="1"> <thead> <tr> <th data-bbox="792 453 1390 485">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1390 453 1515 485">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="792 485 1390 516"><b>INSURER A:</b> Hanover Lloyd's Insurance Compa</td> <td data-bbox="1390 485 1515 516">41602</td> </tr> <tr> <td data-bbox="792 516 1390 548"><b>INSURER B:</b> Hanover American Insurance Comp</td> <td data-bbox="1390 516 1515 548">36064</td> </tr> <tr> <td data-bbox="792 548 1390 579"><b>INSURER C:</b> Allmerica Financial Benefit Ins</td> <td data-bbox="1390 548 1515 579">41840</td> </tr> <tr> <td data-bbox="792 579 1390 611"><b>INSURER D:</b></td> <td data-bbox="1390 579 1515 611"></td> </tr> <tr> <td data-bbox="792 611 1390 642"><b>INSURER E:</b></td> <td data-bbox="1390 611 1515 642"></td> </tr> <tr> <td data-bbox="792 642 1390 659"><b>INSURER F:</b></td> <td data-bbox="1390 642 1515 659"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Hanover Lloyd's Insurance Compa	41602	<b>INSURER B:</b> Hanover American Insurance Comp	36064	<b>INSURER C:</b> Allmerica Financial Benefit Ins	41840	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>		OLDA34380801	07/01/2015	07/01/2016	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
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PRODUCTS - COMP/OP AGG	\$2,000,000																			
	\$																			
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>		AWDA34378101	07/01/2015	07/01/2016	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	\$																			
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> DED <input checked="" type="checkbox"/> <b>RETENTION \$10000</b>		OLDA34380801	07/01/2015	07/01/2016	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$4,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$4,000,000	AGGREGATE	\$4,000,000		\$								
EACH OCCURRENCE	\$4,000,000																			
AGGREGATE	\$4,000,000																			
	\$																			
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> <b>N</b> <b>N/A</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WDDA34375501	07/01/2015	07/01/2016	<table border="1"> <tr> <td><input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b></td> <td><input type="checkbox"/> <b>OTHER</b></td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b>	<input type="checkbox"/> <b>OTHER</b>		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*\* Supplemental Name \*\*

Greater Austin Economic Development Corp, Inc.

General Liability Policy Form:

Businessowners Liability Special Broadening Endorsement 391-1006-06 09

Commercial Auto Policy Form:

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Austin</b> <b>PO Box 1088</b> <b>Austin, TX 78767</b>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Ross J. Sartain</i></p>
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## DESCRIPTIONS (Continued from Page 1)

Designated Insured- Blanket Required by Contract CA 20 48 02 99  
30 Day Notice of Cancellation Applies

## BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit		1
2. Additional Insured - Broad Form Vendors		2
3. Alienated Premises		2
4. Bodily Injury Redefined		2
5. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators		2
6. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)		3
7. Personal and Advertising Injury - Broad Form		3
8. Product Recall Expense	\$25,000 Occurrence \$50,000 Aggregate	3
9. Unintentional Failure to Disclose Hazards		5
10. Unintentional Failure to Notify		5

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

**1. Additional Insured by Contract, Agreement or Permit**

Under **SECTION II - LIABILITY, C. Who Is An Insured**, Paragraph 4. is added as follows:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

but only with respect to:

- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

**b. This provision does not apply:**

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;
- (3) To any person or organization included as an insured under Item 1.a.2. of this endorsement;
- (4) To any lessor of equipment:
  - (a) After the equipment lease expires; or
  - (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;

(5) To any:

- (a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or
- (b) Managers or lessors of premises if:
  - (i) The occurrence takes place after you cease to be a tenant in that premises; or
  - (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- d. All other insuring agreements, exclusions, and conditions of the policy apply.

**2. Additional Insured - Broad Form Vendors**

Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 5. is added as follows:

- 5. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection,

demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the product;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in paragraphs 5.d. or 5.f.; or

(2) Such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**3. Alienated Premises**

Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k.(2) is replaced in its entirety with the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

**4. Bodily Injury Redefined**

Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 4. is replaced in its entirety by the following:



4. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".
5. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
  - a. Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k., the following is added:  

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
  - b. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definition is added:  

"Customers goods" means property of your customer on your premises for the purpose of being:

    - a. Worked on; or
    - b. Used in your manufacturing process.
  - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
6. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**  

Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
7. **Personal and Advertising Injury - Broad Form**  

Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 15, "Personal and Advertising Injury", paragraph h. is added as follows:

  - h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
    - (1) Not done intentionally by or at the direction of:
      - (a) The insured; or
      - (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and
    - (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.
8. **Product Recall Expense**
  - a. Under **SECTION II - LIABILITY, B. Exclusions**, Paragraph 1. o. is replaced in its entirety by the following:
    - o. **Recall of Products, Work or Impaired Property**  

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

      - (1) "Your product";
      - (2) "Your work"; or
      - (3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "product recall expenses" resulting from:

      - (1) Failure of any products to accomplish their intended purpose;
      - (2) Breach of warranties of fitness, quality, durability or performance;
      - (3) Loss of customer approval, or any cost incurred to regain customer approval;
      - (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
      - (5) Caprice or whim of the insured;
      - (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
      - (7) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- b. Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 4.c. is added as follows:
- c. "Bodily injury" or "property damage" do not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- c. Under **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph e. is added as follows:
- e. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- d. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definitions are added:
- "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
- "Product recall expense(s)" means:
- a. Necessary and reasonable expenses for:
    - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
    - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
    - (3) Remuneration paid to your regular "employees" for necessary overtime;
    - (4) Hiring additional persons, other than your regular "employees";
    - (5) Expenses incurred by "employees" including transportation and accommodations;
    - (6) Expenses to rent additional warehouse or storage space;
    - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal, you incur exclusively for the purpose of recalling "your product"; and
  - b. Your lost profit resulting from such "covered recall".
- e. Under **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, the following is added:
5. The Limits of Insurance and rules stated below fix the most that we will pay under this Product Recall Expense Coverage.
    - (1) The Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.
    - (2) The Occurrence Limit shown on the Summary of Coverages is the most we will pay in connection with any one defect or deficiency.
      - (a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- (b) Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- (c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

6. A deductible of \$500 applies per each "Occurrence".

**9. Unintentional Failure to Disclose Hazards**

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions**, paragraph 6. is added as follows:

**6. Representations**

We will not disclaim coverage under this Coverage Form if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**10. Unintentional Failure to Notify**

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph f. is added as follows:

- f. Your rights afforded under this Coverage Form shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this Policy.



Amendment No. 3  
to  
Contract No. NA150000123  
for  
Opportunity Austin Campaign  
between  
Greater Austin Economic Development Corporation  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective January 15, 2018 through January 14, 2019. One option will remain.
- 2.0 The total contract amount is increased by \$350,000.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/15/2015 – 01/14/2016	\$350,000.00	\$350,000.00
Amendment No. 1: Option 1 – Extension 01/15/2016 – 01/14/2017	\$350,000.00	\$700,000.00
Amendment No. 2: Option 2 – Extension 01/15/2017 – 01/14/2018	\$350,000.00	\$1,050,000.00
Amendment No. 3: Option 3 – Extension 01/15/2018 – 01/14/2019	\$350,000.00	\$1,400,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

City of Austin

By: \_\_\_\_\_ N/A \_\_\_\_\_

James Scarboro  
Purchasing Officer

By: Michael A. Polleri

Greater Austin Economic Development Corporation  
535 East 5<sup>th</sup> Street  
Austin, Texas 78701  
(512) 322-5840

City of Austin

By: GREG CANALLY

City of Austin  
Assistant City Manager  
ACTING CHIEF FINANCIAL  
OFFICER

Approved as to Form:

By: Lula

City of Austin  
Law Department

## Master Agreement (MA) Renewal Checklist

<b>Vendor / Code</b>	Greater Austin Economic Development Corporation / GRE8315613	<b>Buyer</b>	B: Claudia Rodriguez DC: Michelle Clemons DC: David Colligan
<b>Completed By</b>	Mike Zambrano, Jr.	<b>MA Number</b>	NA150000123
<b>Date</b>	September 11, 2017	<b>CoSTS Project #</b>	54656

<b>RCA Date</b>	December 11, 2014	<b>Agenda Item No.</b>	25
Authorize negotiation and execution of a one-year agreement with Greater Austin Economic Development Corporation for continued participation in the Opportunity Austin Campaign in an amount not to exceed \$350,000 per extension option, with four additional 12-month extension options, in an amount not to exceed \$350,000 per extension option, for a total contract amount not to exceed \$1,750,000.			

<b>Amendment</b>	<input checked="" type="checkbox"/> MZ	<b>SAM</b>	<input checked="" type="checkbox"/> MZ
<b>Insurance</b>	<input checked="" type="checkbox"/> MZ	<b>Bonds</b>	<input type="checkbox"/> MZ <input checked="" type="checkbox"/> N/A
<b>Additional Insured?</b>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	<b>Authorization Emails</b>	<input checked="" type="checkbox"/>
<b>30 - day NOC Req?</b>	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	<b>Licenses / Certificates</b>	<input type="checkbox"/> MZ <input checked="" type="checkbox"/> N/A
<b>Waiver of Subrogation Req?</b>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	<b>Goals ( MBE / WBE / DBE )</b>	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

Insurance Review	Req?	AM BEST (B+VII min)	Exp. Date	NAIC/ Insurer
General Liability	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	AXV	07/01/2018	41602/Hanover Lloyd's Insurance Company
Auto Liability	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	AXV	07/01/2018	41840/Allmerica Financial Benefit Insurance
Worker Comp	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	AXV	07/01/2018	22292/Hanover Insurance Company
Professional Liability	<input type="checkbox"/> Y <input type="checkbox"/> N			
Umbrella \$4MM	<input type="checkbox"/> Y <input type="checkbox"/> N	AXV	07/01/2018	41602/Hanover Lloyd's Insurance Company

Escalation Clause	Y/N	Commodities Checked? <input type="checkbox"/>	EPA DATA & CALCULATION Index (Most Current Index - Index on Solicitation Close Date) / Index on Solicitation Close Date * 100 = % Change		
Economic Price Adjustment Provision?	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<b>Date Price Request</b>	Option Amount (A)	\$350,000.00	
Increase Requested?	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		Price adjustment rate (B)		From EPA
Decrease Requested?	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		Reported Cost Avoidance (C)		(A) X (B)

Remaining Options	1
AFS2 \$'s (for projects excuted prior to Oct 2006)	\$0.00
AIMS Amount (new NTE) = Contract Amount - AFS2 amount)	\$1,400,000.00

<b>Notes</b>

<b>Reviewed By / Date</b>		<b>EDIMS</b>	<input checked="" type="checkbox"/>	<b>AIMS</b>	<input checked="" type="checkbox"/>
---------------------------	---	--------------	-------------------------------------	-------------	-------------------------------------

## **Zambrano, Mike**

---

**From:** Colligan, David  
**Sent:** Monday, October 02, 2017 5:13 PM  
**To:** Zambrano, Mike  
**Cc:** Clemons, Michelle  
**Subject:** RE: NA150000123 - Greater Austin Economic Development - Expires 01/14/2018

Yes, please renew-

Respectfully,

David A. Colligan  
Manager of Global Business Expansion  
Economic Development Department  
City of Austin  
P.O. Box 1088  
Austin, TX 78767  
Direct: (512) 974-6381  
Main: (512) 974-7819  
Fax: (512) 974-7825

**From:** Zambrano, Mike  
**Sent:** Friday, September 29, 2017 11:41 AM  
**To:** Colligan, David <david.colligan@austintexas.gov>  
**Subject:** NA150000123 - Greater Austin Economic Development - Expires 01/14/2018  
**Importance:** High

Good morning,

Would you like to renew this MA? Also, I believe that last year you got the signed amendment from legal. Is that correct?

Regards,

**Mike Zambrano, Jr., M.A.**  
Contract Management Specialist III  
City of Austin Purchasing Office  
124 W 8th Street, Austin, Texas 78701  
Phone 512-974-3130 Fax 512-974-2388



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Client#: 73406

14GREATAUS

ACORD<sub>TM</sub>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/01/2017

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  
Wortham Insurance & Risk Mgmt.  
221 West 6th Street, Suite1400  
Austin, TX 78701  
512 453-0031

CONTACT NAME: Teresa LeGalley

PHONE (A/C No, Ext): 512-453-0031

FAX (A/C No): 512-453-0041

E-MAIL ADDRESS: teresa.legalley@worthaminsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Hanover Lloyd's Insurance Compa

41602

INSURER B : Hanover Insurance Company

22292

INSURER C : Allmerica Financial Benefit Ins

41840

INSURER D :

INSURER E :

INSURER F :

INSURED

Greater Austin Chamber of Commerce  
535 East 5th Street  
Austin, TX 78701

## 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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		OLDA343808	07/01/2017	07/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AWDA34378103	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		OLDA343808	07/01/2017	07/01/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WHDA34375503	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

\*\* Supplemental Name \*\*

First Supplemental Name applies to all policies - Greater Austin Chamber of Commerce

First Supplemental Name applies to all policies - Greater Austin Economic Development Corp, Inc.

Policy# OLDA343808 - : Greater Austin Economic Development Corp., Inc

Policy# WHDA34375503 - : Greater Austin Economic Development Corp Inc

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

City of Austin - FSD  
124 W 8th Street 3rd floor  
Ste. 310  
Austin, TX 78701

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

AUTHORIZED REPRESENTATIVE

John L. Wortham + Son L.P.

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## DESCRIPTIONS (Continued from Page 1)

Policy# AWD434378103 - : Greater Austin Economic Development Corp, Inc.

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder when there is a written contract between the named insured and the certificate holder requiring additional insured status.

The General Liability policy includes a blanket automatic waiver of subrogation Endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder requires it.

Re: NA150000123, Opportunity Austin Campaign.

## A.M. Best Rating Services

### Allmerica Financial Benefit Insurance Company (7)

A.M. Best #: 011212 NAIC #: 41840 FEIN #: 232643430

Administrative Office

[View Additional Address Information](#)

440 Lincoln Street

Worcester, MA 01653-0002

[United States](#)

Web: [www.hanover.com](http://www.hanover.com)

Phone: 508-853-7200

Fax: 508-853-6332



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [058505 - The Hanover Insurance Group, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

#### Best's Credit Ratings

##### Financial Strength Rating [View Definition](#)

Rating:	A (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 25, 2017
Initial Rating Date:	June 03, 1996

##### Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 25, 2017
Initial Rating Date:	May 04, 2005

u Denotes [Under Review Best's Rating](#)

##### Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Michael T. Venezia

Associate Director : Raymond Thomson, CPCU, ARe, ARM

##### Disclosure Information



[View A.M. Best's Rating Disclosure Form](#)



[A.M. Best Affirms Credit Ratings of The Hanover Insurance Group, Inc. and Its Subsidiaries](#)

May 25, 2017

#### Rating History

A.M. Best has provided ratings & analysis on this company since 1996.

## A.M. Best Rating Services

## The Hanover Insurance Company (2)

A.M. Best #: 002225 NAIC #: 22292 FEIN #: 135129825

Administrative Office

[View Additional Address Information](#)

440 Lincoln Street

Worcester, MA 01653-0002

[United States](#)Web: [www.hanover.com](http://www.hanover.com)

Phone: 508-853-7200

Fax: 508-853-6332



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [058505 - The Hanover Insurance Group, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

## Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A (Excellent)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 25, 2017
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 25, 2017
Initial Rating Date:	May 04, 2005

u Denotes [Under Review Best's Rating](#)

## Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Michael T. Venezia

Associate Director : Raymond Thomson, CPCU, ARe, ARM

## Disclosure Information

View A.M. Best's [Rating Disclosure Form](#)

[A.M. Best Affirms Credit Ratings of The Hanover Insurance Group, Inc. and Its Subsidiaries](#)  
May 25, 2017

## Rating History

A.M. Best has provided ratings & analysis on this company since 1907.



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- Your search results represent the broadest set of records that match your search criteria. You may get entity registration records that are still in progress or have been submitted, but not yet activated. Check the status of each record.
- Of note, some entities choose to opt out of public display. Even if they are registered in SAM, you will not see their entity registration records in a public search. You can only see them if you log in as Federal Government user.
- You can refine your search results. If you used the Quick Search, select the search filters on this page. If you used one of the Advanced Search options, select the Edit Search button.
- If you want to perform a new search, use the Clear button to remove your current search results. If you are logged in with your SAM User Account, you can save your search criteria to run again later using the Save Search button.
- NOTE: Please read this important message when searching for exclusion records.**

**Current Search Terms: greater\* austin\* economic\* development\***

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TOTAL RECORDS: 0

Result page 0 of 0

Sort by Order by [Save PDF](#)[Export Results](#)[Print](#)[Glossary](#)

### FILTER RESULTS

#### By Record Status

- ☒ Active
- ☐ Inactive

#### By Record Type

- ☐ Entity Registration
- ☐ Exclusion

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**No records found for current search.**

### Search Results

[Entity](#)[Exclusion](#)

### Search Filters

[By Record Status](#)[By Record Type](#)

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Amendment No. 2  
to  
Contract No. NA150000123  
for  
Opportunity Austin Campaign  
between  
Greater Austin Economic Development Corporation  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective January 15, 2017 through January 14, 2018. Two options remain.
- 2.0 The total contract amount is increased by \$350,000.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/15/2015 – 01/14/2016	\$350,000.00	\$350,000.00
Amendment No. 1: Option 1 – Extension 01/15/2016 – 01/14/2017	\$350,000.00	\$700,000.00
Amendment No. 2: Option 2 – Extension 01/15/2017 – 01/14/2018	\$350,000.00	\$1,050,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

City of Austin

By: \_\_\_\_\_ N/A \_\_\_\_\_

James Scarboro  
Purchasing Officer

City of Austin

By: *Dee Edwards*

City of Austin  
Assistant City Manager

Approved as to Form:

By: *C. Crosby*

City of Austin  
Law Department

By: *Leslie Bruner*  
CFO  
Greater Austin Economic Development Corporation  
535 East 5<sup>th</sup> Street  
Austin, Texas 78701  
(512) 322-5640



## Master Agreement (MA) Renewal Checklist

<b>Vendor / Code</b>	Greater Austin Economic Development Corporation / GRE8315613	<b>Buyer</b>	B: Claudia Rodriguez DC: Sylvonia Holt-Rabb / <i>Michele Clemons</i>
<b>Completed By</b>	Mike Zambrano, Jr.	<b>MA Number</b>	NA150000123
<b>Date</b>	January 4, 2017	<b>CoSTS Project #</b>	45961

<b>RCA Date</b>	12/11/2014	<b>Agenda Item No.</b>	25
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Authorize negotiation and execution of a one-year agreement with Greater Austin Economic Development Corporation for continued participation in the Opportunity Austin Campaign in an amount not to exceed \$350,000 per extension option, with four additional 12-month extension options, in an amount not to exceed \$350,000 per extension option, for a total contract amount not to exceed \$1,750,000.

<b>Amendment</b>	<input checked="" type="checkbox"/> MZ	<b>SAM</b>	<input checked="" type="checkbox"/> MZ
<b>Insurance</b>	<input checked="" type="checkbox"/> MZ	<b>Bonds</b>	<input type="checkbox"/> MZ <input checked="" type="checkbox"/> N/A
<b>Additional Insured?</b>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	<b>Authorization Emails</b>	<input checked="" type="checkbox"/>
<b>30 - day NOC Req?</b>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	<b>Licenses / Certificates</b>	<input type="checkbox"/> MZ <input checked="" type="checkbox"/> N/A
<b>Waiver of Subrogation Req?</b>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	<b>Goals ( MBE / WBE / DBE )</b>	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

Insurance Review	Req?	AM BEST (B+VII min)	Exp. Date	NAIC/ Insurer
General Liability	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	AXV	07/01/2016	41602/Hanover Lloyd's Insurance Company
Auto Liability	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	AXV	07/01/2016	41840/Allmerica Financial Benefit Insurance
Worker Comp	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	AXV	07/01/2016	36064/Hanover American Insurance Company
Professional Liability	<input type="checkbox"/> Y <input type="checkbox"/> N			
Umbrella \$MM	<input type="checkbox"/> Y <input type="checkbox"/> N	AXV	07/01/2016	41602/Hanover Lloyd's Insurance Company

Escalation Clause	Y/N	Commodities Checked? <input type="checkbox"/>	EPA DATA & CALCULATION Index (Most Current Index - Index on Solicitation Close Date) / Index on Solicitation Close Date * 100 = % Change		
Economic Price Adjustment Provision?	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<b>Date Price Request</b>	Option Amount (A)	\$350,000.00	
Increase Requested?	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		Price adjustment rate (B)		From EPA
Decrease Requested?	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		Reported Cost Avoidance (C)		(A) X (B)

Remaining Options	2
AFS2 \$'s (for projects excuted prior to Oct 2006)	\$0.00
AIMS Amount (new NTE) = Contract Amount - AFS2 amount)	\$1,050,000.00

<b>Notes</b>

<b>Reviewed By / Date</b>	<i>Spence Dartin-Brown</i> 1/14/17	<b>EDIMS</b>	<input type="checkbox"/>	<b>AIMS</b>	<input checked="" type="checkbox"/>
---------------------------	---------------------------------------	--------------	--------------------------	-------------	-------------------------------------

## Zambrano, Mike

---

**From:** Colligan, David  
**Sent:** Thursday, November 24, 2016 10:28 AM  
**To:** Rodriquez, Claudia R  
**Cc:** Zambrano, Mike; Clemons, Michelle; Holt-Rabb, Sylvania  
**Subject:** Re: NA150000123 - Greater Austin Economic Development Corporation - Expires 01/14/2017

Yes, we will renew.

Thank you

Sent from my iPhone

On Nov 23, 2016, at 2:42 PM, Rodriquez, Claudia R <[ClaudiaR.Rodriquez@austintexas.gov](mailto:ClaudiaR.Rodriquez@austintexas.gov)> wrote:

Hi David,

Can you confirm that EDD will issue an amendment for MA NA150000123 with Greater Austin Economic Development Corp for the Opportunity Austin Campaign?

I am asking because the contract states that both parties have to agree to renew and we want to ensure this contract is renewed timely.

Thank you,

Claudia

Client#: 73406

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ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2017

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).

<b>PRODUCER</b> <b>Wortham Insurance &amp; Risk Management</b> <b>221 West 6th Street, Suite1400</b> <b>Austin, TX 78701</b> <b>512 453-0031</b>	<b>CONTACT NAME:</b> Teresa LeGalley <b>PHONE (A/C, No, Ext):</b> 512 453-0031 <b>FAX (A/C, No):</b> 512 453-0041 <b>E-MAIL ADDRESS:</b> teresa.legalley@worthaminsurance.com														
<b>INSURED</b> <b>Greater Austin Chamber of Commerce</b> <b>535 East 5th Street</b> <b>Austin, TX 78701</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A : Hanover Lloyd's Insurance Compa</b></td> <td><b>41602</b></td> </tr> <tr> <td><b>INSURER B : Hanover American Insurance Comp</b></td> <td><b>36064</b></td> </tr> <tr> <td><b>INSURER C : Allmerica Financial Benefit Ins</b></td> <td><b>41840</b></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Hanover Lloyd's Insurance Compa</b>	<b>41602</b>	<b>INSURER B : Hanover American Insurance Comp</b>	<b>36064</b>	<b>INSURER C : Allmerica Financial Benefit Ins</b>	<b>41840</b>	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER F :</b>															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PROJECT</b> <input type="checkbox"/> <b>LOC</b>		OLDA343808	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>		AWDA343781	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>		OLDA343808	07/01/2016	07/01/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WDDA343755	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> 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)

\*\* Supplemental Name \*\*

Greater Austin Economic Development Corp, Inc.

General Liability Policy Form:

Businessowners Liability Special Broadening Endorsement 391-1006-06 09

Commercial Auto Policy Form:

(See Attached Descriptions)

## CERTIFICATE HOLDER

<b>City of Austin</b> <b>P.O. Box 1088</b> <b>Austin, TX 78767</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <i>John L. Wortham + Son L.P.</i>
--	--

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## DESCRIPTIONS (Continued from Page 1)

Designated Insured- Blanket Required by Contract CA 20 48 02 99

Workers Compensation Form:

Texas Waiver of Our Right to Recover From Others Endorsement WC 42 03 04 B (ED 6-14)

30 Day Notice of Cancellation Form # 401-1235 12 14 applies for Certificate Holder

Waiver of Transfer of Rights of Recovery Against Others to Us Form BP 04 97 07 02 applies for Certificate Holder

## BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

#### SUMMARY OF COVERAGES

	Limits	Page
1. Additional Insured by Contract, Agreement or Permit		1
2. Additional Insured - Broad Form Vendors		2
3. Alienated Premises		2
4. Bodily Injury Redefined		2
5. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators		2
6. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)		3
7. Personal and Advertising Injury - Broad Form		3
8. Product Recall Expense	\$25,000 Occurrence \$50,000 Aggregate	3
9. Unintentional Failure to Disclose Hazards		5
10. Unintentional Failure to Notify		5

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

#### 1. Additional Insured by Contract, Agreement or Permit

Under SECTION II - LIABILITY, C. Who Is An Insured, Paragraph 4. is added as follows:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

but only with respect to:

- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

#### b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;
- (3) To any person or organization included as an insured under Item 1.a.2. of this endorsement;
- (4) To any lessor of equipment:
  - (a) After the equipment lease expires; or
  - (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;



(5) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.

d. All other insuring agreements, exclusions, and conditions of the policy apply.

**2. Additional Insured - Broad Form Vendors**

Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 5. is added as follows:

5. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection,

demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the product;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in paragraphs 5.d. or 5.f.; or

(2) Such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**3. Alienated Premises**

Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k.(2) is replaced in its entirety with the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

**4. Bodily Injury Redefined**

Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 4. is replaced in its entirety by the following:

4. "Bodily Injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".
5. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
  - a. Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k., the following is added:  
Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.  
Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
  - b. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definition is added:  
"Customers goods" means property of your customer on your premises for the purpose of being:
    - a. Worked on; or
    - b. Used in your manufacturing process.
  - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
6. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**  
Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
7. **Personal and Advertising Injury - Broad Form**  
Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 15, "Personal and Advertising Injury", paragraph h. is added as follows:
  - h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
    - (1) Not done intentionally by or at the direction of:
      - (a) The insured; or
      - (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and
    - (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.
8. **Product Recall Expense**
  - a. Under **SECTION II - LIABILITY, B. Exclusions**, Paragraph 1. o. is replaced in its entirety by the following:
    - o. **Recall of Products, Work or Impaired Property**  
Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
      - (1) "Your product";
      - (2) "Your work"; or
      - (3) "Impaired property";
If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "product recall expenses" resulting from:
      - (1) Failure of any products to accomplish their intended purpose;
      - (2) Breach of warranties of fitness, quality, durability or performance;
      - (3) Loss of customer approval, or any cost incurred to regain customer approval;
      - (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
      - (5) Caprice or whim of the insured;
      - (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
      - (7) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or



- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- b. Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 4.c. is added as follows:
- c. "Bodily injury" or "property damage" do not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- c. Under **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph e. is added as follows:
- e. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- d. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definitions are added:
- "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
- "Product recall expense(s)" means:
- a. Necessary and reasonable expenses for:
    - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
    - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
    - (3) Remuneration paid to your regular "employees" for necessary overtime;
    - (4) Hiring additional persons, other than your regular "employees";
    - (5) Expenses incurred by "employees" including transportation and accommodations;
    - (6) Expenses to rent additional warehouse or storage space;
    - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- e. Under **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, the following is added:
5. The Limits of Insurance and rules stated below fix the most that we will pay under this Product Recall Expense Coverage.
- (1) The Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.
  - (2) The Occurrence Limit shown on the Summary of Coverages is the most we will pay in connection with any one defect or deficiency.
    - (a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- (b) Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- (c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

6. A deductible of \$500 applies per each "Occurrence".

**9. Unintentional Failure to Disclose Hazards**

Under SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, paragraph 6. is added as follows:

**6. Representations**

We will not disclaim coverage under this Coverage Form if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**10. Unintentional Failure to Notify**

Under SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit, paragraph f. is added as follows:

- f. Your rights afforded under this Coverage Form shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this Policy.

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## The Hanover Lloyd's Insurance Company (?)

A.M. Best #: 001734    NAIC #: 41602    FEIN #: 751827351

#### Administrative Office

440 Lincoln Street  
Worcester, MA 01653-0002

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[United States](#)

**Web:** [www.hanover.com](http://www.hanover.com)

**Phone:** 508-853-7200

**Fax:** 508-855-6417

companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

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## Best's Credit Ratings

### Financial Strength Rating [View Definition](#)

<b>Rating:</b>	A (Excellent)
<b>Affiliation Code:</b>	r (Reinsured)
<b>Financial Size Category:</b>	XV (\$2 Billion or greater)
<b>Outlook:</b>	Stable
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	May 19, 2016
<b>Initial Rating Date:</b>	June 30, 1985

### Long-Term Issuer Credit Rating [View Definition](#)

<b>Long-Term:</b>	a
<b>Outlook:</b>	Stable
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	May 19, 2016
<b>Initial Rating Date:</b>	May 04, 2005

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**Rating Issued by:** A.M. Best Rating Services, Inc.

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## The Hanover American Insurance Company (2)

A.M. Best #: 010784    NAIC #: 36064    FEIN #: 043063898

#### Administrative Office

440 Lincoln Street  
Worcester, MA 01653-0002

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### Financial Strength Rating [View Definition](#)

<b>Rating:</b>	A (Excellent)
<b>Affiliation Code:</b>	r (Reinsured)
<b>Financial Size Category:</b>	XV (\$2 Billion or greater)
<b>Outlook:</b>	Stable
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	May 19, 2016
<b>Initial Rating Date:</b>	October 12, 1993

### Long-Term Issuer Credit Rating [View Definition](#)

<b>Long-Term:</b>	a
<b>Outlook:</b>	Stable
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	May 19, 2016
<b>Initial Rating Date:</b>	May 04, 2005

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Best's Credit Rating Analyst

**Rating Issued by:** A.M. Best Rating Services, Inc.

**Senior Financial Analyst:** Michael T. Venezia



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## Allmerica Financial Benefit Insurance Company (2)

A.M. Best #: 011212    NAIC #: 41840    FEIN #: 232643430

#### Administrative Office

440 Lincoln Street  
Worcester, MA 01653-0002

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companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

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### Financial Strength Rating [View Definition](#)

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<b>Affiliation Code:</b>	r (Reinsured)
<b>Financial Size Category:</b>	XV (\$2 Billion or greater)
<b>Outlook:</b>	Stable
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	May 19, 2016
<b>Initial Rating Date:</b>	June 03, 1996

### Long-Term Issuer Credit Rating [View Definition](#)

<b>Long-Term:</b>	a
<b>Outlook:</b>	Stable
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	May 19, 2016
<b>Initial Rating Date:</b>	May 04, 2005

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**Senior Financial Analyst:** Michael T. Venezia

## Search Results

- Your search results represent the broadest set of records that match your search criteria. You may get entity registration records that are still in progress or have been submitted, but not yet activated. Check the status of each record.
- Of note, some entities choose to opt out of public display. Even if they are registered in SAM, you will not see their entity registration records in a public search. You can only see them if you log in as Federal Government user.
- You can refine your search results. If you used the Quick Search, select the search filters on this page. If you used one of the Advanced Search options, select the Edit Search button.
- If you want to perform a new search, use the Clear button to remove your current search results. If you are logged in with your SAM User Account, you can save your search criteria to run again later using the Save Search button.
- NOTE:** Please read this important message when searching for exclusion records.

Current Search Terms: greater\* austin\* economic\* development\*

[Clear Search](#)

TOTAL RECORDS: 0

Result page 0 of 0

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Sort by [Modified Date](#)

Order by [Descending](#)

[Glossary](#)

### FILTER RESULTS

No records found for current search.

#### By Record Status

☒ Active

☐ Inactive

#### By Record Type

☐ Entity Registration

☐ Exclusion

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Result page 0 of 0

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Amendment No. 1  
to  
Contract No. NA150000123  
for  
Opportunity Austin Campaign  
between  
Greater Austin Economic Development Corporation  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective January 15, 2016 through January 14, 2017. Three options remain.
- 2.0 The total contract amount is increased by \$350,000.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/15/2015 – 01/14/2016	\$350,000.00	\$350,000.00
Amendment No. 1: Option 1 – Extension 01/15/2016 – 01/14/2017	\$350,000.00	\$700,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

City of Austin

By: \_\_\_\_\_ N/A \_\_\_\_\_

James Scarboro  
Purchasing Officer

By: \_\_\_\_\_  
*[Signature]*

Greater Austin Economic Development Corporation  
535 East 5<sup>th</sup> Street  
Austin, Texas 78701  
(512) 322-5640

City of Austin

By: \_\_\_\_\_  
*[Signature: Sue Edwards]*

City of Austin  
Assistant City Manager

Approved as to Form:

By: \_\_\_\_\_  
*[Signature]*

City of Austin  
Law Department

*Interoffice Memorandum from...*



***ECONOMIC DEVELOPMENT DEPARTMENT***

---

**TO:** Sue Edwards, Assistant City Manager

**FROM:** Sylnovia Holt-Rabb, Assistant Director  
Economic Development Department

**DATE:** January 7, 2016

**SUBJECT:** Amendment No. 1 to Contract No. NA150000123 for Opportunity Austin

---

Attached for your review and signature is request to extend the Opportunity Austin Campaign contract between the Greater Austin Economic Development Corporation and the City of Austin.

The total contract amount is increased by \$350,000.00 for the period of January 15, 2016 to January 14, 2017.

Please let me know if you have any questions by contacting me at x 47131.

***Approved as to Form:***

*C Crosby*

Cindy Crosby, City Attorney  
City of Austin Law Department

*01/08/2016*

Date

## Master Agreement (MA) Renewal Checklist for Extension Options

<b>Vendor / Code</b>	Greater Austin Economic Development Corporation GRE8315613	<b>Buyer</b>	B: Sai Purcell DC: Sylvonia Holt-Rabb Melodye Foust
<b>Completed By</b>	Mike Zambrano, Jr.	<b>MA Number</b>	NA150000123
<b>Date</b>	November 17, 2015	<b>CoSTS Project #</b>	37664

<b>RCA Date</b>	12/11/2014	<b>Agenda Item Number</b>	25
Authorize negotiation and execution of a one-year agreement with Greater Austin Economic Development Corporation for continued participation in the Opportunity Austin Campaign in an amount not to exceed \$350,000 per extension option, with four additional 12-month extension options, in an amount not to exceed \$350,000 per extension option, for a total contract amount not to exceed \$1,750,000.			

<b>Checklist</b>	<input checked="" type="checkbox"/> MZ	<b>Insurance (w/ AM Best)</b>	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> MZ
<b>Amendment</b>	<input checked="" type="checkbox"/> MZ	<b>SAM</b>	<input checked="" type="checkbox"/> MZ
<b>Authorization Emails</b>	<input checked="" type="checkbox"/> MZ	<b>Licenses / Certificates</b>	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> MZ
<b>Bonds</b>	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> MZ	<b>Goals ( MBE / WBE / DBE )</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Insurance Review	Req?	AM BEST (B+VII min)	Exp. Date	NAIC/ Insurer/Comments
Standard General Liability	Y	AXV	07/01/2016	41602/Hanover Lloyd's Insurance Company
Standard Auto Liability	Y	AXV	07/01/2016	41840/Allmerica Financial Benefit Insurance
Standard Worker Comp	Y	AXV	07/01/2016	36064/Hanover American Insurance Company
Professional Liability	N			
Other: Umbrella \$25MM	N	AXV	07/01/2016	41602/Hanover Lloyd's Insurance Company

Escalation Clause	Y/N	Date of Price Request	EPLS DATA & CALCULATION
Contract contains Economic Price Adjustment (EPA) provision?	N		
Vendor Request Economic Price Adjustment – Specify new unit pricing	N		
COA Decrease Requested	N		

<b>Remaining Options</b>	Three options remain.
<b>Option Amount</b>	\$350,000.00
<b>AFS2 \$'s (for projects executed prior to Oct 2006)</b>	0
<b>AIMS Amount (new NTE) = Contract Amount – AFS2 amount)</b>	\$700,000.00

Notes

<b>Reviewed By</b>		<b>AIMS</b>	<input type="checkbox"/>
<b>Date</b>		<b>EDIMS</b>	<input type="checkbox"/>

## **Zambrano, Mike**

---

**From:** Holt-Rabb, Sylnovia  
**Sent:** Tuesday, November 17, 2015 4:50 PM  
**To:** Zambrano, Mike  
**Cc:** Colligan, David  
**Subject:** RE: NA150000123 - Greater Austin Economic Development - Expires 1/14/16

Yes please. Thanks.

Kind Regards,  
Sylnovia Holt Rabb

---

**From:** Zambrano, Mike  
**Sent:** Tuesday, November 17, 2015 3:55 PM  
**To:** Holt-Rabb, Sylnovia  
**Subject:** NA150000123 - Greater Austin Economic Development - Expires 1/14/16

Hello,

Does EDD want to renew this contract?

Mike

**Mike Zambrano, Jr., M.A.**  
Corporate Contract Specialist, Senior  
City of Austin - FSD  
124 W 8th Street 3rd floor, Ste 310  
Austin, Texas 78701  
Phone 512-974-3130  
Fax 512-974-2388  
[Mike.Zambrano@austintexas.gov](mailto:Mike.Zambrano@austintexas.gov)



Manager: Linell Goodin-Brown, Contract Compliance Supervisor  
Office: (512)-974-2830

## **Zambrano, Mike**

---

**From:** Colligan, David  
**Sent:** Tuesday, November 17, 2015 4:37 PM  
**To:** Zambrano, Mike  
**Cc:** Foust, Melodye  
**Subject:** RE: NA150000123 - Opportunity Austin Campaign

Good afternoon, Mike-  
Yes, we would like to renew this contract.  
Thank you for your help!

Respectfully,

David A. Colligan  
Manager of Global Business Recruitment and Expansion  
Economic Development Department  
City of Austin  
P.O. Box 1088  
Austin, TX 78767  
Direct: (512) 974-6381  
Main: (512) 974-7819  
Fax: (512) 974-7825

**From:** Zambrano, Mike  
**Sent:** Tuesday, November 17, 2015 4:36 PM  
**To:** Colligan, David  
**Subject:** FW: NA150000123 - Opportunity Austin Campaign

Hello,

I've asked Melodye and Sylnovia about renewing this contract. Just want to cover all the bases.

Do you want this contract renewed?

Mike Zambrano

**From:** Foust, Melodye  
**Sent:** Tuesday, November 17, 2015 3:49 PM  
**To:** Zambrano, Mike <[Mike.Zambrano@austintexas.gov](mailto:Mike.Zambrano@austintexas.gov)>  
**Subject:** RE: NA150000123 - Opportunity Austin Campaign

I serve in the capacity of an Accounting Technician although with a different title. I am not the contract administrator (manager), that would be David Colligan.

**From:** Zambrano, Mike  
**Sent:** Tuesday, November 17, 2015 3:34 PM  
**To:** Foust, Melodye  
**Subject:** RE: NA150000123 - Opportunity Austin Campaign

Great! I'll finish up the paperwork. In the meantime, please don't pass that on yet.



## Zambrano, Mike

---

**From:** Foust, Melodye  
**Sent:** Tuesday, November 17, 2015 8:08 AM  
**To:** Zambrano, Mike; Xoomsai, Sai (Purcell)  
**Subject:** RE: NA150000123 - Opportunity Austin Campaign

Mike,

I spoke with the Contract Administrator and he has said **he would like for you to go ahead with preparation of Amendment #1.** Thanks and please let me know if you have any questions.

---

**From:** Zambrano, Mike  
**Sent:** Monday, November 16, 2015 10:34 AM  
**To:** Foust, Melodye; Xoomsai, Sai (Purcell)  
**Subject:** RE: NA150000123 - Opportunity Austin Campaign

Hi Melodye,

Thanks for getting back to me. I'm guessing that he'll say yes. If so, let me know I'll go ahead and generate the renewal.

Mike

---

**From:** Foust, Melodye  
**Sent:** Monday, November 16, 2015 10:26 AM  
**To:** Xoomsai, Sai (Purcell) <[Sai.Xoomsai@austintexas.gov](mailto:Sai.Xoomsai@austintexas.gov)>; Zambrano, Mike <[Mike.Zambrano@austintexas.gov](mailto:Mike.Zambrano@austintexas.gov)>  
**Subject:** RE: NA150000123 - Opportunity Austin Campaign

The RCA (attached) included 4 additional 12-month extensions. I am checking with the contract administrator to see if he is ready to go forward with the renewal. He is in a meeting this morning and is not available right now, but I will get with him today.

---

**From:** Xoomsai, Sai (Purcell)  
**Sent:** Monday, November 16, 2015 10:14 AM  
**To:** Zambrano, Mike  
**Cc:** Foust, Melodye  
**Subject:** RE: NA150000123 - Opportunity Austin Campaign

Does the RCA/contract has renewal options? If so, the same purchasing office policy should be followed.

---

**From:** Zambrano, Mike  
**Sent:** Monday, November 16, 2015 9:06 AM  
**To:** Foust, Melodye <[Melodye.Foust@austintexas.gov](mailto:Melodye.Foust@austintexas.gov)>; Xoomsai, Sai (Purcell) <[Sai.Xoomsai@austintexas.gov](mailto:Sai.Xoomsai@austintexas.gov)>  
**Subject:** NA150000123 - Opportunity Austin Campaign

Good morning,

This MA has come up for renewal, however I see a note in EDIMS that reads as stated below. Does purchasing have any role such as creating and amendment or adding funds? Please clarify.

Mike Zambrano

**DATE:** May 7, 2015

**TO:** Memo to File

**FROM:** Sai Xoomsai Purcell

Economic Development Department takes the project to Council, Laws wrote the contract, and Purchasing role is to create MA as a payment mechanism only.

**Mike Zambrano, Jr., M.A.**

Corporate Contract Specialist, Senior

City of Austin - FSD

124 W 8th Street 3rd floor, Ste 310

Austin, Texas 78701

Phone 512-974-3130

Fax 512-974-2388

[Mike.Zambrano@austintexas.gov](mailto:Mike.Zambrano@austintexas.gov)



Manager: Linell Goodin-Brown, Contract Compliance Supervisor

Office: (512)-974-2830

Client#: 73406

73406

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2015

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 <b>Wortham Insurance &amp; Risk Management</b> 221 West 6th Street, Suite 1400 Austin, TX 78701 512 453-0031	CONTACT NAME: <b>Teresa LeGalley</b>	
	PHONE (A/C, No, Ext): <b>512 453-0031</b>	FAX (A/C, No): <b>512 453-0041</b>
E-MAIL ADDRESS: <b>teresa.legalley@worthaminsurance.com</b>		
INSURED <b>Greater Austin Chamber of Commerce</b> 535 East 5th Street Austin, TX 78701	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Hanover Lloyd's Insurance Compa</b>	NAIC # <b>41602</b>
	INSURER B: <b>Hanover American Insurance Comp</b>	<b>36064</b>
	INSURER C: <b>Allmerica Financial Benefit Ins</b>	<b>41840</b>
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		OLDA34380801	07/01/2015	07/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AWDA34378101	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			OLDA34380801	07/01/2015	07/01/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WDDA34375501	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

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

\*\* Supplemental Name \*\*

Greater Austin Economic Development Corp, Inc.

General Liability Policy Form:

Businessowners Liability Special Broadening Endorsement 391-1006-06 09

Commercial Auto Policy Form:

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

City of Austin  
PO Box 1088  
Austin, TX 78767

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

AUTHORIZED REPRESENTATIVE

*Rose Z. Smith*

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## DESCRIPTIONS (Continued from Page 1)

Designated Insured- Blanket Required by Contract CA 20 48 02 99

Workers Compensation Form:

Texas Waiver of Our Right to Recover From Others Endorsement WC 42 03 04 B (ED 6-14)

30 Day Notice of Cancellation Applies

### TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

#### Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

BLANKET AS REQUIRED BY WRITTEN CONTRACT

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

CITY OF AUSTIN  
P.O. BOX 1088  
AUSTIN, TX 78737

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY  
COMMERCIAL PROPERTY COVERAGE PART  
BUSINESS AUTO COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM

#### SCHEDULE

Name of Designated Entity Mailing Address or Email Address	Number Days Notice
CITY OF AUSTIN P.O. BOX 1088 AUSTIN, TX 78737	30

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY  
COMMERCIAL PROPERTY COVERAGE PART  
BUSINESS AUTO COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Name of Designated Entity Mailing Address or Email Address	Number Days Notice
WELLS FARGO BANK, NA 255 SECOND AVENUE SOUTH: MAC N9301-047 MINNEAPOLIS, MN 55479	30
TIME WARNER CABLE INC. ITS SUBSIDIARIES AND AFFILIATED COMPANIES ATTN: CONTRACT ADMINISTRATION 550 N CONTINENTAL BLVD, SUITE 250 EL SEGUNDO, CA 90245	30
CITY AUSTIN P.O. BOX 1088 AUSTIN, TX 78737	30

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**SCHEDULE\***

**Name Of Person Or Organization:**

CITY OF AUSTIN

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**Paragraph K. Transfer Of Rights Of Recovery  
Against Others To Us in Section III - Common Pol-  
icy Conditions** is amended by the addition of the  
following:

We waive any right of recovery we may have  
against the person or organization shown in the  
Schedule above because of payments we make for  
injury or damage arising out of your ongoing op-  
erations or "your work" done under a contract with  
that person or organization and included in the  
"products-completed operations hazard". This  
waiver applies only to the person or organization  
shown in the Schedule above.

## BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

#### SUMMARY OF COVERAGES

	Limits	Page
1. Additional Insured by Contract, Agreement or Permit		1
2. Additional Insured - Broad Form Vendors		2
3. Alienated Premises		2
4. Bodily Injury Redefined		2
5. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators		2
6. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)		3
7. Personal and Advertising Injury - Broad Form		3
8. Product Recall Expense	\$25,000 Occurrence \$50,000 Aggregate	3
9. Unintentional Failure to Disclose Hazards		5
10. Unintentional Failure to Notify		5

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

#### 1. Additional Insured by Contract, Agreement or Permit

Under **SECTION II - LIABILITY, C. Who Is An Insured**, Paragraph 4. is added as follows:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,  
but only with respect to:
- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

#### b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;
- (3) To any person or organization included as an insured under Item 1.a.2. of this endorsement;
- (4) To any lessor of equipment:
  - (a) After the equipment lease expires; or
  - (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;

(5) To any:

- (a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or
- (b) Managers or lessors of premises if:
  - (i) The occurrence takes place after you cease to be a tenant in that premises; or
  - (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- d. All other insuring agreements, exclusions, and conditions of the policy apply.

**2. Additional Insured - Broad Form Vendors**

Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 5. is added as follows:

- 5. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection,

demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the product;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in paragraphs 5.d. or 5.f.; or
- (2) Such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**3. Alienated Premises**

Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k.(2) is replaced in its entirety with the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

**4. Bodily Injury Redefined**

Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 4. is replaced in its entirety by the following:

4. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".
5. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
  - a. Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k., the following is added:  

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
  - b. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definition is added:  

"Customers goods" means property of your customer on your premises for the purpose of being:

    - a. Worked on; or
    - b. Used in your manufacturing process.
  - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
6. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**  

Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
7. **Personal and Advertising Injury - Broad Form**  

Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 15, "Personal and Advertising Injury", paragraph h. is added as follows:

  - h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
    - (1) Not done intentionally by or at the direction of:
      - (a) The insured; or
      - (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and
    - (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.
8. **Product Recall Expense**
  - a. Under **SECTION II - LIABILITY, B. Exclusions**, Paragraph 1. o. is replaced in its entirety by the following:
    - o. **Recall of Products, Work or Impaired Property**  

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

      - (1) "Your product";
      - (2) "Your work"; or
      - (3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "product recall expenses" resulting from:

      - (1) Failure of any products to accomplish their intended purpose;
      - (2) Breach of warranties of fitness, quality, durability or performance;
      - (3) Loss of customer approval, or any cost incurred to regain customer approval;
      - (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
      - (5) Caprice or whim of the insured;
      - (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
      - (7) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- b. Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 4.c. is added as follows:
- c. "Bodily injury" or "property damage" do not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- c. Under **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph e. is added as follows:
- e. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- d. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definitions are added:
- "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
- "Product recall expense(s)" means:
- a. Necessary and reasonable expenses for:
    - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
    - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
    - (3) Remuneration paid to your regular "employees" for necessary overtime;
    - (4) Hiring additional persons, other than your regular "employees";
    - (5) Expenses incurred by "employees" including transportation and accommodations;
    - (6) Expenses to rent additional warehouse or storage space;
    - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- e. Under **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, the following is added:
5. The Limits of Insurance and rules stated below fix the most that we will pay under this Product Recall Expense Coverage.
    - (1) The Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.
    - (2) The Occurrence Limit shown on the Summary of Coverages is the most we will pay in connection with any one defect or deficiency.
      - (a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- (b) Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- (c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

6. A deductible of \$500 applies per each "Occurrence".

**9. Unintentional Failure to Disclose Hazards**

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions**, paragraph 6. is added as follows:

**6. Representations**

We will not disclaim coverage under this Coverage Form if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**10. Unintentional Failure to Notify**

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph f. is added as follows:

- f. Your rights afforded under this Coverage Form shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this Policy.





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## The Hanover American Insurance Company (2)

A.M. Best #: 010784 NAIC #: 36064 FEIN #: 043063898

## Administrative Office

440 Lincoln Street  
Worcester, MA 01653-0002  
[United States](#)
Web: [www.hanover.com](http://www.hanover.com)

Phone: 508-853-7200

Fax: 508-855-6417

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Based on A.M. Best's analysis [058595 - The Hanover Insurance Group, Inc.](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities](#) in this structure.

## Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A (Excellent)  
Affiliation Code: r (Reinsured)  
Financial Size Category: XV (\$2 Billion or greater)  
Outlook: Stable  
Action: Affirmed  
Effective Date: May 22, 2015  
Initial Rating Date: October 12, 1993

## Best's Credit Rating Analyst

Rating Issued by A.M. Best Company, Inc.

Senior Financial Analyst: Michael T. Venezia

Assistant Vice President: Gregory T. Williams

## Disclosure Information

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[A.M. Best Affirms Ratings of The Hanover Insurance Group, Inc. and Its Subsidiaries](#)  
May 22, 2015
Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: a  
Outlook: Stable  
Action: Affirmed  
Effective Date: May 22, 2015  
Initial Rating Date: May 04, 2005

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## Rating History

A.M. Best has provided ratings &amp; analysis on this company since 1993

Financial Strength		Long-Term Issuer Credit	
Effective Date	Rating	Effective Date	Rating
5/22/2015	A	5/22/2015	a
5/16/2014	A	5/16/2014	a
5/17/2013	A	5/17/2013	a
6/12/2012	A	6/12/2012	a
6/13/2011	A	6/13/2011	a
5/28/2010	A	5/28/2010	a

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Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group

**AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data  
Report Revision Date: 9/11/2015 (represents the latest significant change)

Historical Reports are available in [AMB Credit Report Archive](#).

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## The Hanover Lloyd's Insurance Company (2)

A.M. Best #: 001734 NAIC #: 41602 FEIN #: 751827351

**Administrative Office**  
 440 Lincoln Street  
 Worcester, MA 01653-0002  
[United States](#)

[View Additional Address Information](#)

**Web:** [www.hanover.com](http://www.hanover.com)  
**Phone:** 508-853-7200  
**Fax:** 508-855-6417

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Based on A M Best's analysis, [058505 - The Hanover Insurance Group, Inc.](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure](#)

## Best's Credit Ratings

Financial Strength Rating [View Definition](#)

**Rating:** A (Excellent)  
**Affiliation Code:** r (Reinsured)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** May 22, 2015  
**Initial Rating Date:** June 30, 1985

## Best's Credit Rating Analyst

**Rating Issued by:** A M Best Company, Inc  
**Senior Financial Analyst:** Michael T. Venezia  
**Assistant Vice President:** Gregory T. Williams

## Disclosure Information

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 May 22, 2015

Long-Term Issuer Credit Rating [View Definition](#)

**Long-Term:** a  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** May 22, 2015  
**Initial Rating Date:** May 04, 2005

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## Rating History

A M Best has provided ratings &amp; analysis on this company since 1985

Financial Strength		Long-Term Issuer Credit	
Effective Date	Rating	Effective Date	Rating
5/22/2015	A	5/22/2015	a
5/16/2014	A	5/16/2014	a
5/17/2013	A	5/17/2013	a
6/12/2012	A	6/12/2012	a
8/13/2011	A	6/13/2011	a
5/28/2010	A	5/28/2010	a

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**AMB Credit Report** - Includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.  
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## Allmerica Financial Benefit Insurance Company (2)

A.M. Best #: 011212 NAIC #: 41840 FEIN #: 232643430

## Administrative Office

 440 Lincoln Street  
 Worcester, MA 01653-0002
[United States](#)Web: [www.hanover.com](http://www.hanover.com)

Phone: 508-853-7200

Fax: 508-855-6417

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## Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A (Excellent)  
 Affiliation Code: r (Reinsured)  
 Financial Size Category: XV (\$2 Billion or greater)  
 Outlook: Stable  
 Action: Affirmed  
 Effective Date: May 22, 2015  
 Initial Rating Date: June 03, 1996

## Best's Credit Rating Analyst

Rating Issued by: A M Best Company, Inc.

Senior Financial Analyst: Michael T. Venezia

Assistant Vice President: Gregory T. Williams

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Long-Term: a  
 Outlook: Stable  
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## Rating History

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Financial Strength		Long-Term Issuer Credit	
Effective Date	Rating	Effective Date	Rating
5/22/2015	A	5/22/2015	a
5/16/2014	A	5/16/2014	a
5/17/2013	A	5/17/2013	a
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6/13/2011	A	6/13/2011	a
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