Sections 253 or 332 of the Telecommunications Act of 1996. However, the appeal process provided by this section shall not be available for criminal violations of this division. An appeal filed pursuant to this section does not postpone the effectiveness of the final decision of the city engineering regarding denial, suspension or revocation of a permit. The city engineer's decision is the final decision under Texas Local Government Code Section 284.154(d). The city engineer may adopt rules regulating the process and requirements for appeals.

(b) *Appeal to city manager.* A permittee or applicant may appeal interpretations or decisions referred to in subsection (a) above by filing a written appeal with the city manager within seven (7) business days of receipt of denial, suspension, or revocation of the permit. An appeal filed pursuant to this section shall specifically state the basis for the aggrieved party's challenge to the city engineer's interpretation or decision under this division. The city manager may adopt rules regulating the process and requirements for appeals.

(c) *Issuance of decision by city manager.* Decisions of the city manager shall be issued within ten (10) business days of receipt of the written appeal. Decisions of the city manager shall be final. Failure to render a decision shall constitute a denial.

Sec. 14.03.202. - Insurance requirements.

(a) *Agencies and Network Providers.* Each agency or network provider applying for a permit shall obtain, maintain, and provide proof of the each of the following types of insurance and coverage limits. These insurance policies shall be underwritten by insurance companies with an A.M. Best Rating of A VI or better.

(1) Commercial general liability on an occurrence form with minimum limits of five million dollars ($5,000,000.00) per occurrence and ten million dollars ($10,000,000.00) aggregate. This coverage shall include the following:

a. Products/completed operations to be maintained for one (1) year.

b. Personal and advertising injury.

c. Owners and contractors protective liability.

d. Explosion, collapse, or underground (XCU) hazards.

(2) Automobile liability coverage with a minimum policy limits of one million dollars ($1,000,000.00) combined single limit. This coverage shall include all owned, hired and non-owned automobiles.

(3) Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars ($500,000.00) Coverage B employers liability is required.

(b) *Public Infrastructure Contractors.* Each public infrastructure contractor applying for a permit shall obtain, maintain, and provide proof of insurance for the same types of insurance coverages outlined in subsection (a) above; however, the policy limits under the general liability insurance shall be one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) aggregate. All other coverage provisions outlined in subsection (a) above shall apply.

(c) The method for proof of insurance is a certified copy of the insurance policy. The city reserves the right to review the insurance requirements and to reasonably adjust insurance coverage and limits when the city manager determines that changes in statutory law, court decisions, or the claims history of the industry, the agency, network provider, or public infrastructure contractor require adjustment of the coverage.

(d) The city will accept certificates of self-insurance issued by the State of Texas or letters written by the agency in those instances where the state does not issue such letters, which provide the same coverage as required herein. However, certificates of self-insurance must be approved in advance by the risk manager for the city.

(e) The agency, network provider or public infrastructure contractor shall furnish, at no cost to the city, copies of certificates of insurance evidencing the coverage required by this section to the city. If the city requests a deletion, revision or modification, the agency, network provider, or public infrastructure contractor shall exercise reasonable efforts to pay for and accomplish the change.

(f) The agency, network provider, or public infrastructure contractor shall file and maintain proof of insurance with the engineering department. An insurance certificate obtained in compliance with this section is subject to city approval, through the city's insurance advisor. The city may require the certificate to be changed to reflect changing liability limits. An agency, network provider, or public infrastructure contractor shall immediately advise the city attorney of actual or potential litigation that may develop which may affect an existing carrier's obligation to defend and indemnify the city.

(g) Such insurance shall be kept in full force and effect during the period of time for which a permit shall be issued or the space occupied. Insurance coverage must be available on a "per project" basis.

(h) An insurer has no right of recovery against the city. The required insurance policies shall protect the agency or public infrastructure contractor and include the city as an additional insured. The insurance shall be primary coverage for losses covered by the policies.

(i) The policy clause "other insurance" shall not apply to the city.

(j) The agency, network provider, or public infrastructure contractor shall pay premiums and assessments. A company that issues an insurance policy has no recourse against the city for payment of a premium or assessment. Insurance policies obtained by an agency, network provider, or public infrastructure contractor must provide that the issuing company waives all right of recovery by way of subrogation against the city in connection with damage covered by the policy.

(k) Each policy must include a provision that requires the insurance company to notify the city in writing at least thirty (30) calendar days before canceling or failing to renew the policy or before reducing policy limits or coverages.

(l) Each agency must comply with the insurance requirements in this section, unless the agency's current franchise or license agreement with the city specifically

addresses insurance requirements, in which case the franchise or license agreement shall control.

Sec. 14.03.203. - Indemnification.

(a) To the extent authorized by law, each certificated telecommunications provider, agency, network provider, or public infrastructure contractor placing facilities in the public rights-of-way shall indemnify, and hold the city and its officers and employees harmless from and against all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including personal or bodily injury (including death), property damage, or other harm for which recovery of damages is sought that is found by a court of competent jurisdiction to be caused solely by the negligent act, error, or omission of the agency, network provider, or public infrastructure contractor any agent, officer, director, representative, employee, affiliate, or subcontractor of the certificated telecommunications provider, agency, network provider or public infrastructure contractor, while installing, repairing, or maintaining facilities in a public right-of-way.

(b) The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the city, its officers, employees, contractors, or subcontractors. If a certificated telecommunications provider, agency, network provider, or public infrastructure contractor and the city are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of state without, however, waiving any governmental immunity available to the city under state law and without waiving any defenses of the parties under state law.

(c) This section is solely for the benefit of the city and the certificated telecommunication provider, agency, network provider or public infrastructure contractor and does not create or grant any rights, contractual or otherwise, to any other person or entity.

Sec. 14.03.204. - Performance warranty/guarantee.

(a) Any warranty made hereunder shall serve as security for the performance of work necessary to repair the public rights-of-way if the agency, network provider, or public infrastructure contractor fails to make the necessary repairs or to complete the work under the permit.

(b) The agency, network provider, or public infrastructure contractor, by acceptance of the permit, expressly warrants and guarantees complete performance of the work affecting the city's right-of-way in a good and workmanlike manner acceptable to the city and warrants and guarantees all such work done for a period of one (1) year after the date of acceptance and agrees to maintain upon demand and to make all necessary repairs during the one-year period. This warranty shall include all repairs and actions needed as a result of:

(1) Defects in workmanship;

(2) Settling of fills or excavations;

(3) Any unauthorized deviations from the approved plans and specifications;