

**CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES**

\$100K to \$999,999.99

(Rev. 9-18-19)

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

By:

Date:

Title:

CONTRACTOR:

By: Terry Murray

Date: 3/18/2020

Title: President

Company: Prescriptive Data Solutions, LLC

APPROVED AS TO FORM:

DAnn Shea Smith

II. General Information and Terms.

Contractor's Name and Address: Prescriptive Data Solutions, LLC
20079 Stone Oak
Suite 1105 #435
San Antonio, TX 78258

Description of Services: Cisco Branded Hardware & Software

Maximum Contract Amount: \$211,110.90

Effective Date: On the latest of the dates signed by both parties.

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part II, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part II, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered

architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

P. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> . The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

Q. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

R. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

IV. Additional Terms or Conditions.

A. This Contract is additionally governed by GSA Contract No. GS-35F-0349S, which is incorporated by reference. If there is a conflict between a provision in GSA Contract No. GS-35F-0349S and a provision in the remainder of this Contract, the latter controls.

V. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing (1 page)
- A-2. Prescriptive Data Solutions, LLC's Quote No. Q-001460.v3 dated March 5, 2020 (2 pages)
- A-3. House Bill 89 Verification (1 page)
- A-4. Reseller Authorization Letter (1 page)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (2 pages)

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing

(See Attached)

EXHIBIT A-2

Prescriptive Data Solutions, LLC's Quote No. Q-001460.v3 dated March 5, 2020

(See Attached)



Prescriptive Data Solutions
20079 Stone Oak
Suite 1105 #435
San Antonio, Texas 78258

PREPARED BY:
Dalton Spivey
(713) 855-4246
dspivey@prescriptive.solutions

PREPARED FOR:
Robert Bowman
Operations Manager
City of Sugar Land
Telephone: (281) 275-2212
rbowman@sugarlandtx.gov

Sales Quote
QUOTE DATE: 3/5/2020
QUOTE EXPIRES: 3/15/2020
TERMS: Net 30

QUOTE NUMBER
Q-001460.v3

QUOTE NAME
Network Refresh
GSA #GS-35F-0349S

SHIP TO:
Robert Bowman
Operations Manager
City of Sugar Land
2700 Town Center Blvd
Sugar Land, TX 77479

Line	Mfg	DESCRIPTION	QTY	UNIT LIST PRICE (MSRP)	EXTENDED LIST PRICE (MSRP)	UNIT PRICE	EXTENDED PRICE
MDS 9148S							
1	DS-C9148S-12PK9	MDS 9148S 16G FC switch, w/ 12 active ports	2	\$ 5,700.00	\$ 11,400.00	\$ 1,995.00	\$ 3,990.00
2	CON-SNT-C48S	SNTC-8X5XNBD MDS 9148S 16G FC switch 60 Months	2	\$ 1,675.00	\$ 3,350.00	\$ 1,172.50	\$ 2,345.00
3	DS-9148S-KIT-CSCO	MDS 9148S Accessory Kit for Cisco	2	\$ -	\$ -	\$ -	\$ -
4	CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	2	\$ -	\$ -	\$ -	\$ -
5	DS-SFP-FC16G-SW	16 Gbps Fibre Channel SW SFP+, LC	24	\$ 332.00	\$ 7,968.00	\$ 116.20	\$ 2,788.80
6	M915SK9-8.4.1	MDS 9148S NX-OS version 8.4(1)	2	\$ -	\$ -	\$ -	\$ -
C9200 - 24 Port POE with Single PSU							
7	C9200L-24P-4X-A	Catalyst 9200L 24-port PoE+, 4 x 10G, Network Advantage	15	\$ 4,215.00	\$ 63,225.00	\$ 1,770.30	\$ 26,554.50
8	C9200L-NW-A-24	C9200L Network Advantage, 24-port license	15	\$ -	\$ -	\$ -	\$ -
9	CAB-TA-NA	North America AC Type A Power Cable	15	\$ -	\$ -	\$ -	\$ -
10	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	30	\$ -	\$ -	\$ -	\$ -
11	C9200L-DNA-A-24	C9200L Cisco DNA Advantage, 24-port Term license	15	\$ -	\$ -	\$ -	\$ -
12	C9200L-DNA-A-24-3Y	C9200L Cisco DNA Advantage, 24-port, 3 Year Term license	15	\$ 2,010.00	\$ 30,150.00	\$ 844.20	\$ 12,663.00
13	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	15	\$ -	\$ -	\$ -	\$ -
14	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	15	\$ -	\$ -	\$ -	\$ -
15	NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	15	\$ -	\$ -	\$ -	\$ -
16	PWR-C5-BLANK	Config 5 Power Supply Blank	15	\$ -	\$ -	\$ -	\$ -
C9200 - 48 Port POE with Single PSU							
17	C9200L-48P-4X-A	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Advantage	14	\$ 7,275.00	\$ 101,850.00	\$ 3,055.50	\$ 42,777.00
18	C9200L-NW-A-48	C9200L Network Advantage, 48-port license	14	\$ -	\$ -	\$ -	\$ -
19	CAB-TA-NA	North America AC Type A Power Cable	14	\$ -	\$ -	\$ -	\$ -
20	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	28	\$ -	\$ -	\$ -	\$ -
21	C9200L-DNA-A-48	C9200L Cisco DNA Advantage, 48-port Term license	14	\$ -	\$ -	\$ -	\$ -
22	C9200L-DNA-A-48-3Y	C9200L Cisco DNA Advantage, 48-port, 3 Year Term license	14	\$ 3,770.00	\$ 52,780.00	\$ 1,583.40	\$ 22,167.60
23	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	14	\$ -	\$ -	\$ -	\$ -
24	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	14	\$ -	\$ -	\$ -	\$ -
25	NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	14	\$ -	\$ -	\$ -	\$ -
26	PWR-C5-BLANK	Config 5 Power Supply Blank	14	\$ -	\$ -	\$ -	\$ -
C9200 - 48 Port POE with Stack Kits							
27	C9200L-48P-4X-A	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Advantage	6	\$ 7,275.00	\$ 43,650.00	\$ 3,055.50	\$ 18,333.00
28	C9200L-NW-A-48	C9200L Network Advantage, 48-port license	6	\$ -	\$ -	\$ -	\$ -
29	PWR-C5-1KWAC/2	1KW AC Config 5 Power Supply - Secondary Power Supply	6	\$ 3,150.00	\$ 18,900.00	\$ 1,323.00	\$ 7,938.00
30	CAB-TA-NA	North America AC Type A Power Cable	12	\$ -	\$ -	\$ -	\$ -
31	C9200L-DNA-A-48	C9200L Cisco DNA Advantage, 48-port Term license	6	\$ -	\$ -	\$ -	\$ -
32	C9200L-DNA-A-48-3Y	C9200L Cisco DNA Advantage, 48-port, 3 Year Term license	6	\$ 3,770.00	\$ 22,620.00	\$ 1,583.40	\$ 9,500.40
33	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	6	\$ -	\$ -	\$ -	\$ -
34	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	6	\$ -	\$ -	\$ -	\$ -
35	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	6	\$ 1,312.50	\$ 7,875.00	\$ 551.25	\$ 3,307.50
36	C9200-STACK	Catalyst 9200 Stack Module	12	\$ -	\$ -	\$ -	\$ -
37	STACK-T4-50CM	50CM Type 4 Stacking Cable	6	\$ -	\$ -	\$ -	\$ -
38	NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	6	\$ -	\$ -	\$ -	\$ -
C9300 - 48 Port POE with Stack Kits							
39	C9300L-48P-4X-A	Catalyst 9300L 48p PoE, Network Advantage, 4x10G Uplink	2	\$ 8,880.00	\$ 17,760.00	\$ 3,729.60	\$ 7,459.20
40	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	2	\$ -	\$ -	\$ -	\$ -
41	S9300LUK9-1612	Cisco Catalyst 9300L XE 16.12 UNIVERSAL	2	\$ -	\$ -	\$ -	\$ -
42	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 Secondary Power Supply	2	\$ 1,250.00	\$ 2,500.00	\$ 525.00	\$ 1,050.00
43	CAB-TA-NA	North America AC Type A Power Cable	4	\$ -	\$ -	\$ -	\$ -
44	FAN-T2	Cisco Type 2 Fan Module	6	\$ -	\$ -	\$ -	\$ -
45	C9300L-SSD-NONE	No SSD Card Selected	2	\$ -	\$ -	\$ -	\$ -
46	C9300L-NW-A-48	C9300L Network Advantage, 48-port license	2	\$ -	\$ -	\$ -	\$ -
47	C9300L-DNA-A-48	C9300L Cisco DNA Advantage, 48-port license	2	\$ -	\$ -	\$ -	\$ -
48	C9300L-DNA-A-48-3Y	C9300L Cisco DNA Advantage, 48-port, 3 Year Term license	2	\$ 3,770.00	\$ 7,540.00	\$ 1,583.40	\$ 3,166.80
49	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	2	\$ -	\$ -	\$ -	\$ -
50	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	2	\$ -	\$ -	\$ -	\$ -
51	C9300L-STACK-KIT	Cisco Catalyst 9300L Stacking Kit	2	\$ 1,450.00	\$ 2,900.00	\$ 609.00	\$ 1,218.00

52	C9300L-STACK	Catalyst 9300L Stack Module	4	\$	-	\$	-	\$	-	\$	-
53	STACK-T3-50CM	50CM Type 3 Stacking Cable for C9300L	2	\$	-	\$	-	\$	-	\$	-
54	NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	2	\$	-	\$	-	\$	-	\$	-
C3560 - 8 Port Switch											
55	WS-C3560CX-8PC-S	Cisco Catalyst 3560-CX 8 Port PoE IP Base	15	\$	2,032.00	\$	30,480.00	\$	853.44	\$	12,801.60
56	CAB-TA-NA	North America AC Type A Power Cable	15	\$	-	\$	-	\$	-	\$	-
57	PWR-CLP	Power Retainer Clip For 3560-C, 2960-L & C1000 Switches	15	\$	-	\$	-	\$	-	\$	-
58	C3560CX-DNA-A-8	C3560CX DNA Advantage, 8-port Term license	15	\$	-	\$	-	\$	-	\$	-
59	C3560CX-DNA-A-8-3	C3560CX DNA Advantage, 8-port, 3 Year Term license	15	\$	700.00	\$	10,500.00	\$	294.00	\$	4,410.00
ASA 5506H-X Firewall											
60	ASA5506H-SP-BUN-K9	ASA 5506H-X SEC PLUS Bundle	3	\$	2,995.00	\$	8,985.00	\$	1,257.90	\$	3,773.70
61	CAB-AC2	AC Power cord North America	3	\$	-	\$	-	\$	-	\$	-
62	SF-ASA-K-9.8.2-K8	Cisco ASA 9.8.2 Software image for ASA 5506/5508/5516 series	3	\$	-	\$	-	\$	-	\$	-
63	SF-ASA-FP6.2.2-K9	Cisco FirePOWER Software v6.2.2 for ASA 5500-X	3	\$	-	\$	-	\$	-	\$	-
64	ASA5506H-CTRL-LIC	Cisco ASA5506H-X Control License	3	\$	-	\$	-	\$	-	\$	-
65	ASA5506H-SSD	ASA 5506H-X SSD	3	\$	-	\$	-	\$	-	\$	-
66	ASA5506H-SEC-PL	ASA 5506H-X Sec. Plus License	3	\$	-	\$	-	\$	-	\$	-
67	ASA5506H-PWR-AC	ASA 5506H-X Power Adaptor	3	\$	-	\$	-	\$	-	\$	-
68	ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	3	\$	-	\$	-	\$	-	\$	-
AnyConnect Licenses											
69	L-AC-VPNO-25=	Cisco AnyConnect VPN Only, 25 Simultaneous (eDelivery)	1	\$	3,995.00	\$	3,995.00	\$	1,677.90	\$	1,677.90
70	CON-ECMU-ACVO25	SWSS UPGRADES Cisco AnyConnect VPN Only, 25 Simultaneous 12 Months	1	\$	799.00	\$	799.00	\$	559.30	\$	559.30
Cisco UC 7841 Phones											
71	CP-7841-K9=	Cisco UC Phone 7841	100	\$	365.00	\$	36,500.00	\$	153.30	\$	15,330.00
Cisco Analog Telephone Adapters											
72	ATA191-K9	2-Port Analog Telephone Adapter	5	\$	326.00	\$	1,630.00	\$	136.92	\$	684.60
73	ATA191-CLIP-NA	Power Clip for ATA191 and ATA192, North America	5	\$	-	\$	-	\$	-	\$	-
C9200L-24P-4X-A Spare PSU											
75	PWR-C5-600WAC=	600W AC Config 5 Power Supply	3	\$	2,100.00	\$	6,300.00	\$	882.00	\$	2,646.00
76	CAB-TA-NA	North America AC Type A Power Cable	3	\$	-	\$	-	\$	-	\$	-
C9200L-48P-4X-A SPARE PSU											
77	PWR-C5-1KWAC=	1KW AC Config 5 Power Supply	3	\$	3,150.00	\$	9,450.00	\$	1,323.00	\$	3,969.00
78	CAB-TA-NA	North America AC Type A Power Cable	3	\$	-	\$	-	\$	-	\$	-
Cisco Learning Credits											
74	TRN-CLC-004	1 Training credit. Expires in 1 yr. Team Captain required	60	\$	100.00	\$	6,000.00	\$	-	\$	-

LIST PRICE TOTAL:	\$	509,107.00	Quote Total:	\$	211,110.90
--------------------------	-----------	-------------------	---------------------	-----------	-------------------

Quote Accepted (Signed By):

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

EXHIBIT A-4

Reseller Authorization Letter

(See Attached)



Date: March 16, 2020

City of Sugar Land
2700 Town Center Blvd. North
Sugar Land, TX

Subject: Authorized Tech Data Government Solutions, LLC Reseller Verification

Dear Mr. Bowman,

This letter conveys and confirms that Prescriptive Data Solutions, LLC having offices at 20079 Stone Oak Pkwy Ste 1105, San Antonio, TX 78258 is authorized to sell/license solutions through GS-35F-0349S under the Tech Data Government Solutions Reseller Agreement Effective March 4, 2020 with Tech Data Government Solutions. Prescriptive Data Solutions may purchase products from Tech Data Government Solutions and resell/license such products directly to the City of Sugar Land for delivery in the United States.

Should additional information be required, please advise.

Sincerely,

A handwritten signature in black ink, appearing to read 'R L Kelly', written in a cursive style.

Radford L. Kelly
Public Sector Contracts
Tech Data Government Solutions - Legal

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Sugar Land accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A.** The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability **by endorsement only.**
- B.** A waiver of subrogation in favor of the City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided **by endorsement only.**
- C.** All insurance policies shall be endorsed to the effect that the City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance policy.
- D.** All insurance policies, which name the City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E.** Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be listed on the certificate of insurance. Separate endorsements must be provided for each of the above.
- F.** All insurance policies shall be endorsed to require the insurer to immediately notify the City of Sugar Land of any material change in the insurance coverage.
- G.** All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H.** Required limits may be satisfied by any combination of primary and umbrella liability policies.
- I.** Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Sugar Land.
- J.** Insurance must be purchased from insurers having a minimum AmBest rating of B+ or better, and/or otherwise acceptable to the City.
- K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25) Coverage must be written on an occurrence form.
- L.** Contractual Liability must be maintained covering the Contractor's obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M.** Upon request, the Contractor shall furnish the City of Sugar Land with certified copies of all insurance policies.
- N.** A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

**City of Sugar Land
Purchasing Office
P. O. Box 110
Sugar Land, TX 77487-0110**

**Emailed to: purchasing@sugarlandtx.gov
Faxed to: 281 275-2741**

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

INSURANCE REQUIREMENTS-PROJECT SPECIFIC

Items marked "X" are required to be provided prior to approval of a contract with the City.

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation Statutory limits, State of TX.

X Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

X Commercial General Liability:

	<u> </u> Very High/High Risk	<u>X</u> Medium Risk	<u> </u> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Ops	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

X Automobile Liability: Owned, Non-Owned, Hired and Injury & Property coverage for all

<u> </u> Very High/ High Risk	<u>X</u> Medium Risk	<u> </u> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

 Garage Liability: for Bodily Injury & Property Damage

 \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

 \$2,000,000 General Aggregate

 Garage Keepers Coverage: for Auto Body & Repair Shops

 \$500,000 any one unit/any loss and \$200,000 for contents

 Umbrella Coverage: each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

 Contract value less than \$1,000,000: **not required**

 Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

 Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

 Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

 Contract value above \$15,000,000: **\$20,000,000 is required**

 Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

 Professional Liability or Errors & Omissions: including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors

 Minimum limits of \$1,000,000 per claim/aggregate.

 This coverage must be maintained for at least two (2) years after the project is completed.

X Cyber Liability: with Technology Errors & Omissions including, but not limited to products or services in installing computer software and hardware, software developers, website designers, computer consultants, hardware and electronics manufacturer, communication carriers, internet/application service providers, website hosting, storage of City data off-site. (This is not required for web-based vendors, where the vendor maintains its own website)

 Minimum limits of \$1,000,000 per claim/aggregate.

 This coverage must be maintained for at least two (2) years after the project is completed.

 Builder's Risk: when project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis.

 Pollution Liability: when project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land for property damage, bodily injury and clean up)

 \$1,000,000 each occurrence

 \$2,000,000 aggregate

 Other Insurance Required: _____