

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

CONTRACTOR:

By:

By: *April Ratliff*

Date:

Date: *6-18-21*

Title:

Title: *Vice Pres.*

Company: *Ratliff Utilities*

APPROVED AS TO FORM:

Angela Thomas

II. General Information and Terms.

Contractor's Name and Address: Ratliff Utilities dba JS Ratliff, Inc.
202 Buffalo Creek Drive
Waxahachie, TX 75165

Description of Services: Water Meter Replacement Program

Maximum Contract Amount: \$178,133.00

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

Termination Date: Twelve months from the Effective Date.

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. 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.

O. 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.

P. 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.

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. Ratliff Utilities' Response to City of Sugar Land ITB No. 2021-18 – Water Meter Replacement Program, dated May 5, 2021 (40 pages)
- A-3. House Bill 89 Verification (1 page)

Exhibit B. City's Additional Contract Documents:

- B-1. City of Sugar Land ITB. No. 2021-18 – Water Meter Replacement Program (39 pages)
- B-2. Requirements for all Insurance Documents (2 pages)

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing

(See Attached)

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is **NO** Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

EXHIBIT A-2

Ratliff Utilities' Response to City of Sugar Land ITB No. 2021-18

(See Attached)



**CITY OF SUGAR LAND
PURCHASING OFFICE**

**INVITATION TO BID
BID NO. 2021-18 WATER METER REPLACEMENT PROGRAM**

IF HAND DELIVERED:

City of Sugar Land
City Secretary Office, 1st Floor
2700 Town Center Boulevard North
Sugar Land, Texas 77479

MAILING ADDRESS:

City of Sugar Land
City Secretary Office
P.O. Box 110
Sugar Land, TX 77487

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** and **BID SHEET(S)** are for your convenience in bidding the enclosed referenced **WATER METER REPLACEMENT PROGRAM** for City of Sugar Land.

**Sealed bids in one (1) original and two (2) copies shall be received on or before:
11:00 A.M., local time, Thursday May 13, 2021**

Bids must be received in City Secretary's Office before opening date and time, submitted in a sealed envelope or container stating on the outside, the Bidder's name, address, ITB number, and due date.

Each bid shall be sealed and manually signed by a person having the authority to bind the firm in a contract. All bids shall be signed and dated. Bids that are not signed and dated will be rejected. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED**

Please note that all the bids **must be received at the designated location by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **11:00 A.M., local time, Thursday May 13, 2021** at which time the sealed bids will be publicly opened and read. **You are invited to attend.**

Questions regarding this bid must be received by the City of Sugar Land's Purchasing Office no later than **3:00 P.M., local time, Thursday May 6, 2021**. **Questions will not be accepted after this time.**

The City of Sugar Land shall provide a Q&A addendum addressing all questions that are received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and placed on the publicpurchase.com website in the Section entitled, "Addenda." All changes to the Invitation to Bid will also be posted on the same website. Check the website daily for updates.

Please direct all questions regarding this bid to:

City of Sugar Land Purchasing
Jason Poscovsky, CPPO, CPPB
Fax: 281-275-2741
E-mail: jposcovsky@sugarlandtx.gov

Contact with any personnel of the City other than Jason Poscovsky, regarding this request for bid may be ground for elimination from the selection process.

The City does not assume responsibility for not receiving questions from the Bidder or the Bidders' receipt of any answers, addenda, or amendments placed on that website.

THE SELECTED RESPONDENT WILL BE REQUIRED TO ENTER INTO THE CITY OF SUGAR LAND STANDARD CONTRACT AND PROVIDE AND MAINTAIN THE MINIMUM INSURANCE COVERAGES REQUIRED UNDER THE CONTRACT THE CONTRACT IS AVAILABLE AS AN ATTACHMENT TO THIS ITB OR BY CONTACTING THE INDIVIDUAL LISTED ABOVE.

SECTION I **GENERAL INSTRUCTIONS**

The City of Sugar Land will receive sealed bids for: **WATER METER REPLACEMENT PROGRAM**

IT IS UNDERSTOOD that the City Council of the City of Sugar Land reserves the right to reject any or all bids for any or all products and/or services covered in this invitation to bid and to waive informalities of defects in such bids.

BIDS must be submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope and **manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below. **FACSIMILE AND/OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sugar Land Purchasing Office should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sugar Land's interpretation shall govern.

TO PROVIDE FOR: the contracts commencing on executed date from both parties and continuing until work is completed.

DOCUMENTATION: Bidder shall provide with this bid response all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

DESCRIPTIONS: Specifications may reference any catalog, brand name or manufacturers' model numbers. It is the intent of the City of Sugar Land to be **DESCRIPTIVE - NOT RESTRICTIVE** and to

establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality and the burden of proof of such quality rests with them.

PRICING: Bidders are instructed to bid the unit price on the item(s) specified, and then price options where indicated on tabulation sheet and to extend and show the total where applicable. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the one-year period and shall be stated on the tabulation sheet. **Prices shall be all inclusive.** No price changes, additions or subsequent qualifications will be honored during the course of the contract unless approved by both parties. Additional charges not shown on the bid will not be honored. All prices must be in ink.

PRICE DECREASES/DISCOUNT INCREASES: Vendors are required to immediately implement any price decrease or discount increase that may become available. The City of Sugar Land must be notified in writing for updating the contract.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request.

Upon receipt of such request, the City of Sugar Land reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Sugar Land written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Sugar Land approval and/or cancellation.

SALES TAX: City of Sugar Land is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. **Do not include tax in bid.**

ADDENDA: Any interpretations, corrections or changes to this Invitation To Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Sugar Land Purchasing Office. Addenda will be posted for all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda on the Bidders Certification/Addenda Acknowledgement form found in this document.

LATE BIDS: Bids received in the City after the submission deadline will be considered void and unacceptable. City of Sugar Land is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp in the City Secretary's office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BIDS: Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice received after the deadline for receiving bids shall not be considered.

REJECTION OF BIDS: The City Council may choose to reject all bids and not award any contract.

BID AWARD: The City shall award "all or part" of a contract to the lowest responsive and responsible bidder (s) providing the best value to the City meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to ninety (90) days following the date specified for the opening of bids.

In determining the lowest responsive and responsible bidder, the City may consider:

1. Whether the bidder has adequate financial resources to comply with the contract awarded;
2. Whether the bidder has a satisfactory record of performance with the City or other entities;
3. Any other factors that could be material to the bidders ability to comply with the contract.

SECTION II

MANDATORY TERMS AND CONDITIONS

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that results from this solicitation. Your response to this solicitation is an offer to contract with the city based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the city-prepared contract and any additional city or vendor contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the city-prepared contract and a document incorporated by reference, the city-prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the city's additional contract document take precedence over the contractor's additional contract document.

PAYMENT PROVISIONS: The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

MULTIYEAR CONTRACTS: 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)

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. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the Contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

TAX EXEMPTION: The City is not liable to Vendor for any federal, state, or local taxes for 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 item. The city's Tax Exemption Certificate will be furnished by the city on request of the contractor.

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)

GOVERNING LAW AND VENUE: Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

SECTION III **OTHER TERMS AND CONDITIONS**

REMEDIES: The successful bidder and City of Sugar Land agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONFIDENTIALITY: Any provision in the Contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

ETHICS: The Respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Sugar Land. More than one proposal on any one contract from a Respondent or individual under different names shall be grounds for rejection of all proposals in which the Respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between Respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Sugar Land, including affiliations and business and financial relationships such persons may have with City of Sugar Land officers.

By doing business or seeking to do business with the City of Sugar Land, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest questionnaire found on the last page of this document must be filled out and turned in with each proposal.

DISCLOSURE OF INTERESTED PERSONS FOR COUNCIL – APPROVED CONTRACTS: Under Section 2252.908 of the Tex Gov't Code - The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed, notarized and submitted to the City at the time of execution of the Contract/Agreement, along with the certification of filing generated from the

Commission's website. The Certificate of Interested Persons form is available on the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> and the successful Bidder/Proposer must follow the Commission's filing process adopted pursuant to the statute. The successful contractor's notarized Certificate of Interested Persons and certification of filing will be attached to the Contract/Agreement.

PURCHASE ORDER: City of Sugar Land shall generate a purchase order to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Sugar Land will not be responsible for any orders placed and/or delivered without a valid Purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Sugar Land designated location) are to be included in the bid price.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show:

- (a) Vendor company name and address;
- (b) Name and address of the City of Sugar Land department the shipment is being made to;
- (c) City of Sugar Land purchase order number;
- (d) Descriptive information as to the items delivered, including quantity and part numbers.

INVOICES submitted for payment shall be addressed to:

City of Sugar Land
Accounts Payable
P.O. Box 110
Sugar Land, TX 77487

and shall reference the City of Sugar Land approved purchase order number. Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

QUALITY CONTROL: Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time.

Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

WARRANTY: Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect City of Sugar Land from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Sugar Land reserves the right to terminate the contract immediately in the event the successful bidder:

1. Fails to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this contract;
4. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Sugar Land may have in law or equity. Bidder, in submitting this bid, agrees that City of Sugar Land shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

NOTICE: Any notice provided by this bid or required by law to be given to the successful bidder by City of Sugar Land shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Sugar Land, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Sugar Land.

INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Sugar Land.

SECTION IV **SPECIFICATIONS**

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INTRODUCTION

The City of Sugar Land has developed a water meter change out program to ensure accurate billing and to improve water accountability. The City has determined that meter accuracy begins to degrade significantly once the meter is over ten years old consequently the replacement program was developed to replace each residential meter once every ten years.

It is the purpose of this contract to provide all labor and equipment necessary to complete the City's residential meter replacement program.

GENERAL

- A. For efficiency the program includes replacement are centralized within entire neighborhoods so that labor can be minimized and costs controlled. We are requesting proposals to provide labor and equipment necessary to replace a minimum of approximately 2,000 residential water meters. Each month the contractor will be expected to complete a minimum of -1,000 water meters to meet Sugar Land's meter change out plan.
- B. The contractor will be required to coordinate the meter replacement timing with the City's Treasury's Department to reduce or eliminate the need to estimate water bills for the customers whose meters are replaced. The meter change out information must be provided weekly to the City's Treasury Department to include at a minimum the following information:

- Location Id
- Address of the home
- Date of replacement
- Meter Size
- Old meter number and meter reading
- New meter number and meter reading
- Latitudinal/Longitudinal coordinates of meters
- Comments:

Some of this information may be required more frequently as you approach the routes meter reading deadline.

Any unusual circumstances will also be noted on the form such as but not limited to:

- Removal of dirt/any debris surrounding meter connections
- Broken Curb stop
- Service water line leak
- Private leak

The Contractor will follow the City's standard operating procedure for replacing the meter as outlined in Exhibit A paying particular attention at the customer notification procedures. Customer contact should be made prior to changing out the meter to reduce homeowner inconvenience. If customer does not answer the door, a door tag provided by the City should be hung notifying homeowner that the meter was replaced. If the contractor finds that there is a leak on the service or customer water line, he will tag the door and notify Public Works and not change out the meter until the problem is resolved.

- C. The Contractor is responsible for supplying and storing water meters to be installed. The old meters must be replaced with the Badger SRII meter. The meter cost will be reimbursed by the city at the rate of the City's current contract meter price. The Contractor may purchase meters through the City's contract, if needed.
- D. The Contractor is responsible for providing proper maintenance protocol for each meter. Any obstructions in or around the meter box will be repaired by the contractor, this includes but is not limited to, roots, debris, removing dirt, bringing meter boxes up to grade, making easy access to the register for reading, site restoration, etc. The contractor is to account for these costs within their quotes.
- E. In certain instances, it may be necessary to replace the meter box, meter box lid, curb stop etc. The cost of the materials and parts will be reimbursed to the Contractor at the rate of the City's current contract cost with no markup. The materials and parts replaced will be those approved on the City's approved products list.
- F. The Contractor shall take the necessary steps to insure that its employees and subcontractors are courteous and responsive to all the City's water and wastewater customers in performing the services provided for in this Contract. The Contractor shall promptly investigate any customer complaint regarding the Contractor's employees or subcontractors and take appropriate action to address the complaint. The Contractor shall make a written report to the City regarding any such complaint and the action taken, if any. The Contractor shall complete a security background investigation for each employee utilized in the maintenance of the Utility system. The Contractor will provide a list of these employees and certify that they have satisfactory backgrounds to work in a Public Utility.
- G. The Contractor shall replace water meters Monday thru Friday between 8:00a.m. and 6:00 p.m. With Public Works approval, the Contractor may work on Saturday

between 8:00 – 2:00 p.m. No work will be allowed on Sundays.

- H. Treasury will supply the contractor a calendar of the reading cycles two weeks before the beginning of each month. No meter shall be replaced 3 days before and 1 day after its scheduled read date.
- I. The Contractor shall use competent and qualified persons who are experienced in the water maintenance procedures. Any work or Repair performed by the Contractor shall be properly supervised by the Contractor so that the work or repair is performed in an efficient, expeditious, and workmanlike manner. Any meter or house line within 2 feet of the repair leaking within three months from the date the meter was replaced will be responsible for making the repair at no additional charge.
- J. Employees of the Contractor shall readily identify themselves as a contractor for the City when communicating with the City's customers. Maintenance personnel shall possess picture identification cards and wear distinctive clothing bearing the Contractor's name. All the Contractor's employees shall wear their picture identification cards when calling on customers. All the Contractor's vehicles used in the performance of this Agreement shall display the Contractor's name, visible on both sides of the vehicle.
- K. Subcontractors shall be considered employees of the Contractor under the terms of this Contract. The Contractor shall provide full-time inspection from personnel with operational control to assure minimum site disturbance and that the subcontractor complies with all the requirements of this Contract in performing any work hereunder.
- L. Quantities of work completed shall be provided to the city in a digital format, along with the invoice reflecting the work. Invoices should include pertinent information such as all data provided by the city, plus, dates of installation, new meter branding information (brand, size, series, etc.). Invoices and status reports are to be provided to the city no later than the 15th of the following month.
- M. Monthly meetings will be held digitally with the contractor, via Microsoft teams, Zoom, or another method determined by the city. In this meeting, attendants will discuss contract progress and any other pertinent information.

Contractor must provide a schedule for completion.

EXHIBIT A**WATER UTILITIES STANDARD OPERATING PROCEDURES
Meter Change Out Program**

1. Contractor must attempt resident contact prior to starting replacements in an area. If no customer contact is made a door tag must be left for the resident.
2. Verbally notify resident at meter change out address of water turn off prior to starting work.
3. If resident's household cut off valve is accessible, turn off at this location first.
4. Remove dirt and debris from around meter.
5. Loosen meter spud nuts from both sides of meter. (Be sure and use a backup wrench on house line side of meter.)
6. Remove meter.
7. Clean any debris from meter spuds.
8. Install new meter reversing procedure of removal.
9. Turn water on at the house near the household cut off valve and then turn on the curb stop. Flush line from meter to house entry point by running outside faucets for several minutes.
10. Verbally inform resident of water service resuming.
11. If the resident was not home leave a City of Sugar Land door tag informing them of the meter replacement.
12. Clean-up work area and dress up excavated area.
13. Complete required documentation for the city.

Meter Box Replacement

1. Notify resident of service to be performed.
2. Dig up existing meter box, being careful not to damage any meter piping.
3. Install new meter box, fill in and grade to ground level via sod restoration.
4. Clean-up work area

Curb Stop Replacement

1. Notify all residents that will be affected by this procedure.
2. Open all available faucets to relieve water pressure.
3. Remove water meter and then curb stop.
4. In the open position, install new curb stop and turn water off.
5. Reinstall water meter.
6. Turn water back on and close all opened faucets.
7. Check water meter to insure it is still registering.
8. Clean-up work area.

**SECTION V
REQUIRED FORMS
BID NO. 2021-18**

The following forms must be filled out and turned in with bid in order for submitting vendor to be considered responsive. **Failure to include the following forms, signed and dated, will result in the bid being rejected.**

1. Bidder Certification and Addenda Acknowledgment
2. Tabulation Sheet
3. Bidder Information
4. Bidder Customer/Client References
5. Conflict of Interest Questionnaire (CIQ Form)
6. Certification Regarding Debarment
7. House Bill 89 Verification Form

SCHEDULE of KEY EVENTS		
NO.	ACTIVITY	DATE -- TIME
1	ITB Advertised in local paper	April 28, 2021 and May 5, 2021
2	ITB Posted to publicpurchase.com	April 28, 2021
3	Questions Deadline	May 6, 2021 @ 3:00 pm
4	Questions Answered and Addendum posted	May 7, 2021 @ 3:00 pm
5	Bids Due	May 13, 2021 @ 11:00 am

BID CHECKLIST

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED:

- ☒ 1. THE BID HAS BEEN SIGNED AND DATED.
- ☒ 2. ANY PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.
- ☒ 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND INCLUDED.
- ☒ 4. REFERENCES
- ☒ 5. CERTIFICATION REGARDING DEBARMENT FORM COMPLETED
- ☒ 6. CONFLICT OF INTEREST QUESTIONNAIRE COMPLETED
- ☒ 7. COMPLETED HOUSE BILL 89 FORM
- ☒ 8. THE CORRECT NUMBER OF BID COPIES ENCLOSED
- ☒ 9. THE ENVELOPE HAS BEEN ADDRESSED TO:

IF HAND DELIVERED:

City of Sugar Land
City Secretary Office, 1st Floor
2700 Town Center Boulevard North
Sugar Land, Texas 77479

MAILING ADDRESS:

City of Sugar Land
City Secretary Office
P.O. Box 110
Sugar Land, TX 77487

- ☒ 10. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:
COMPANY NAME, ADDRESS, BID NUMBER, TITLE, AND DUE DATE

BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this ITB.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1 AR Addendum #2 AR Addendum #3 n/a

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: Ratliff Utilities, a DBA of JS Ratliff Inc.

AGENTS NAME: J. Scott Ratliff


AGENTS TITLE: President

MAILING ADDRESS: 202 Buffalo Creek Dr.

CITY, STATE, ZIP: Waxahachie, TX 75165

PHONE & FAX NUMBERS: 860-977-9616

E-MAIL ADDRESS: ratliffutilities@outlook.com

AUTHORIZED SIGNATURE: 

DATE: 5-9-21

**METER REPLACEMENT PROGRAM
TABULATION SHEET**

1. Labor cost to replace 2,000 residential water meters
(5/8" – 1") each year. Total Cost \$ 29.00
2. Labor cost to replace each additional residential meter. Each Meter \$ 29.00
3. Labor cost to replace Meter Box Each Box \$ 25.00
4. Labor cost to replace Curb Stop Each Curb Stop \$ 60.00
5. Hourly Labor Rate for repairs to obstructions that require
Inspector approval, includes restoration. Hourly Rate \$ 75.00

San S. Rana 5-9-21
April Bateman 5-9-21



BIDDER INFORMATION

FULL LEGAL FIRM/COMPANY NAME: Ratliff Utilities, DBA of JS Ratliff Inc

BUSINESS STREET ADDRESS: 202 Buffalo Creek Dr., Waxahachie TX 75165

BUSINESS MAILING ADDRESS: 202 Buffalo Creek Dr., Waxahachie TX 75165

BUSINESS TELEPHONE NUMBER: 860-977-9616

BUSINESS FAX NUMBER: n/a

COUNTY: Ellis MINORITY OWNED: no #OF EMPLOYEES 12

CORPORATION: ☒ PARTNERSHIP: ☐ PROPRIETORSHIP: ☐ L.L.C. ☐ L.L.P. ☐

YEAR EST 2003 NO. OF YEARS IN BUSINESS 18 FEDERAL ID NO. 20-0250205

NATURE OF BUSINESS: Water utilities

PRINCIPALS:

NAME: Jonathan Scott Ratliff TITLE: President

NAME: April Ratliff TITLE: Vice President

NAME: n/a TITLE: n/a

BANK REFERENCE: Interbank

NAME OF BANK OFFICER: Holly Jones, Senior V.P.

ADDRESS / CITY / STATE / ZIP: 102 N. Highway 342
Red Oak, TX 75154

PHONE NO. 469-727-0486

BIDDER CUSTOMER / CLIENT REFERENCES OF SIMILAR SIZE/SCOPE

1. COMPANY NAME: City of Rosebud, TXADDRESS: 108 Coffey St.CITY / STATE / ZIP: Daingerfield, TX 75638PHONE NO. 254-292-3844NAME OF CONTACT: Keith Whitfield, now City Manager at City of DaingerfieldE-MAIL: Keith.whitfield@cityofdaingerfield.comSIZE/SCOPE OF SERVICES: \$177,000. - Meter change-outs and boxes, shut-offs and customer side valve replacement.2. COMPANY NAME: City of Rosebud, TXADDRESS: 202 College St.CITY / STATE / ZIP: Rosebud, TX 76570PHONE NO. 254-313-2411NAME OF CONTACT: Ken Ray Murray, City ManagerE-MAIL: cityadministrator@rosebudtexas.usSIZE/SCOPE OF SERVICES: \$80,000 - Mainline valves and hydrant repair, meter shut-off valves.

3. COMPANY NAME: City of Hearne, TX

ADDRESS: 209 Cedar St.

CITY / STATE / ZIP: Hearne, TX 77859

PHONE NO. 979-446-5323

NAME OF CONTACT: John Naron, City Manager

E-MAIL: citymanager@cityofhearne.com

SIZE/SCOPE OF SERVICES: \$65,000 - meter change-outs, meter boxes and meter taps.

4. COMPANY NAME: Cross Timber Water Supply

ADDRESS: 8716 Eaglestone Way

CITY / STATE / ZIP: Keller, TX 76244

PHONE NO. 817-819-6519

NAME OF CONTACT: Chad Wolf

E-MAIL: chad@crosstimberswater.com

SIZE/SCOPE OF SERVICES: \$250,000 - system overview and meter change-outs

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, April Ratliff, the undersigned representative of
(Person name)

Ratliff Utilities a/b/a of JS Ratliff Inc.
(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott Israel currently; and
4. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit, but does not include a sole-proprietorship.

5-9-21
DATE

Vice President
POSITION / TITLE

April Ratliff
SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

prospective contractor to furnish a certification or an explanation will disqualify the prospective contractor from participation in the transaction.

- (e) The prospective contractor agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Transactions," without modification, in all transactions and solicitations for transactions covered under this proposal or contract. The prospective contractor agrees by submitting this certification, it will not knowingly enter into any transaction with a person or business entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in business with the federal government, unless authorized by the City of Sugar Land.
- (f) Nothing contained in this certification will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (g) Except for transactions authorized under paragraph (e) of this certification, if the prospective contractor knowingly enters into a transaction with a person or business entity who is suspended, debarred, ineligible, or voluntarily excluded from participation in business transaction with the City of Sugar Land, the City of Sugar Land may terminate the contract for cause.

By signing this Certification, the undersigned, as an authorized representative of the prospective contractor, warrants, represents and certifies that the above statements are true and correct and agrees to comply with the requirements set forth above.

Ratliff Utilities, dba JS Ratliff Inc. 202 Buffalo Creek Dr. Waxahatche, TX 75165
 Company Name Address

J. Scott Ratliff, President April Ratliff, Vice President
 Names(s) and Title(s) of Authorized Representative(s)

[Signature] April Ratliff 5-9-21
 Signature(s) Date

ITB 2021-18 Water Meter Replacement Program, City of Sugar Land
 Project Name

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a)(1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">Ma</p>		<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">Ma</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="text-align: center; font-size: 1.2em;">Ma</p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income other than investment income from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> </div>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="text-align: center; font-size: 1.2em;">Ma</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(4).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center; font-size: 1.2em;">April Ratim</p> <p>Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.2em;">5-9-21</p> <p>Date</p> </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-e): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

 (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SAMPLE

**CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES
Over \$50K
(Rev. 6-5-19)**

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:

Date:

Date:

Title:

Title:

Company:

APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address:

Description of Services:

Maximum Contract Amount:

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. None.

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. [Contractor's proposal/quote/bid/etc.] dated 5-9-21 (2 pages)
- A-3. House Bill 89 Verification (1 page)
- A-4. (Name of attachment) (date) (pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (3 pages)
- B-2. (Name of attachment) (date) (pages)

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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 on a separate endorsement
- 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 on a separate endorsement.
- 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.
- 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 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 insurances.
- 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+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors 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, 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

Questions, please contact Todd Reed, Purchasing Manager, City of Sugar Land 281 275-2734

(Instructions for completing and submitting a certificate to the City of Sugar Land)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information -complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information -complete name & address information
- D) Insurer (name/names of insurance company) ******(Remember the City requires all insurance companies to be Authorized to do business in the State of Texas and be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A. M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy - must have an (x) in box. Also, "Occurrence" type policy - must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance - information must be completed in this section of the certificate of insurance form (if applicable)
- L) Builder's Risk Policy – for construction projects as designated by the City of Sugar Land.
Professional Liability Coverage – for professional services if required by the City of Sugar Land.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (**See Insurance Requirements Checklist**)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Sugar Land.
 - (1) Adding the City of Sugar Land as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Sugar Land's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Sugar Land in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">A</div> <div style="display: flex; justify-content: space-between; padding: 2px;"> DATE (MM/DD/YYYY) 01/01/1900 </div>																																					
<p>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.</p> <p>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).</p>																																									
PRODUCER ABC Insurance Agency 555 Main Street Tampa, FL 33333-0000			CONTACT NAME: PHONE (A/C, H/L, B/L): FAX (A/C, H/L): ADDRESS:																																						
INSURED <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">C</div> XYZ Company 123 Apple Street Tampa, FL 22222-0000			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER B: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER C: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER D: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER E: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER F: Insurance Carrier</td> <td>00000</td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Carrier	00000	INSURER B: Insurance Carrier	00000	INSURER C: Insurance Carrier	00000	INSURER D: Insurance Carrier	00000	INSURER E: Insurance Carrier	00000	INSURER F: Insurance Carrier	00000																						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011)																																									
CERTIFICATE HOLDER <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">Q</div> City of Sugar Land P.O. Box 110 Sugar Land, TX 77487-0110 Attention: Purchasing Office			CANCELLATION <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">R</div> 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 AUTHORIZED SIGNATURE REQUIRED HERE																																						

INSURANCE REQUIREMENTS METER REPLACEMENT PROGRAM

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

<input checked="" type="checkbox"/> Workers' Compensation	Statutory limits, State of TX.		
<input checked="" type="checkbox"/> Employers' Liability	\$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate		
<input checked="" type="checkbox"/> Commercial General Liability:			
	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> 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 Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

<input checked="" type="checkbox"/> Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)			
	<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily	

☐ Garage Liability for BI & PD

\$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 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, 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.

☐ Builder's Risk (if 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 for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

☐ Other Insurance Required: None

BIDDER STATEMENT

I understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

BIDDER Ratliff Utilities SIGNATURE Apia Okeatua
PBA JS Ratliff Inc.



CITY OF SUGAR LAND

ITB 2021-18 METER REPLACEMENT PROGRAM

ADDENDUM #1
THURSDAY, MAY 6, 2021

1. Ref: (Section IV; General A.) Can you clarify, a minimum of 2,000 water meters and the Contractor shall complete 1,000 per month? Is there a possibility of this being a 2-month project?
Yes, the anticipated start date is July 12 and the change-outs must be complete by September 30, 2021.
2. (General) Can the city provide the addresses of the meters where an exchange is needed?
Yes, the City will provide the addresses upon contract award. The meters follow the meter reading cycles and routes in the City Main system.
3. (General) We are aware of the significant amount of damaged meter boxes and meter lids. However, can the city provide a % of meter installs that will require a meter box exchange?
Previous meter replacement contracts replace approximately 5% of the meter boxes and lids.
4. (General) It is our understanding that this SOW pertains to only a certain percentage of the meter population. Can you confirm?
Yes, the 2,000 meters is approximately 5% of the City's overall meter count.
5. (General) If contractor replaces curb stop, who will be responsible for leaks on city or customer side after curb stop replacement? If Contractor, how long after replacement?
The contractor is responsible for the leaks around the curb-stop for up to three months after replacement. After that time frame, the City will repair.
6. (General) When is the expected start date?
July 12, 2021
7. (General) Can the city provide an estimated breakdown of meter exchange size?
Generally, the City's small meter makeup is 75% 5/8" and 3/4" and 25% 1" meters.

Su
AR

8. (General) Are the exchanges for small meters only (i.e. 5/8 and/or 3/4)?
The meters will be 5/8", 3/4" and 1"
9. (General) Are the new meters "like for like" in size, meaning the same lay length?
Yes
10. (Ref: pg. 8, "ITB 2021-18 Water Meter Replacement Program.pdf" / Section IV: Specifications / Item A.) Based on the details provided here, it is our understanding that the Contractor is to have the "per annum" requirement of 2,000 endpoints completed within the first 2 months of the year. Is our understanding correct? If no, please provide additional supporting details here as to "per annum" meter exchange scheduling timelines.
Yes, the meter replacements are anticipated to start on July 12, 2021 and need to be complete by the end of the City's fiscal year on September 30, 2021.
11. (Ref: pg. 8, "ITB 2021-18 Water Meter Replacement Program.pdf" / Section IV: Specifications / Item A.) Should the reference to "complete a minimum of -1,000" read "complete a minimum of +/- 1,000"? If no, please provide additional supporting details, as we are not understanding this reference here.
The text should read 'complete a minimum of 1,000 per month'.
12. (Ref: pg. 8, "ITB 2021-18 Water Meter Replacement Program.pdf" / Section IV: Specifications / Item A.) To ensure more stable, static, experienced Contractor field installation personnel, would the City allow the total "per annum" meter exchanges / upgrade service requirements for here to be evenly dispersed throughout the entire calendar year (ref: average +/- 167 water meter exchanges per month)?
No, the replacements need to be complete by the end of the City's fiscal year on September 30, 2021 to align with available funding.
13. (Ref: pg. 8, "ITB 2021-18 Water Meter Replacement Program.pdf" / Section IV: Specifications / Item B.) Who is to be responsible for the provision of the work order management system (WOMS) for the purposes of this contract (ref: City of Contractor)? If City, please provide additional supporting details as to what system will be utilized for here (e.g. manual, paper service order system or other).
The City will provide the meter data including address, meter reading schedule (cycle, route, sequence). The contractor is expected to schedule the work. The City's treasury department needs to be notified of the work schedule and provided the meter change out information on a daily/ weekly basis.
14. (Ref: pg. 8, "ITB 2021-18 Water Meter Replacement Program.pdf" / Section IV: Specifications / Item B.) If the City is providing the associated WOMS for here, does it accommodate the capturing of the lat/long coordinates?

City will not be providing a WOMS. Contractor will need to provide the lat/long coordinates.

15. (Ref: pg. 8, "ITB 2021-18 Water Meter Replacement Program.pdf" / Section IV: Specifications / Item B.) To what precision are the lat/long coordinates to be based on (e.g. +/- 3 meters)?

+/- 3 meters is adequate

16. (Ref: pg. 10, "ITB 2021-18 Water Meter Replacement Program.pdf" / Section IV: Specifications / Item J.) As long as vehicles adhere to all associated required insurance coverages, safety standards/conditions, is the use of the employees' personal vehicles acceptable for the purposes of this contract?

Yes, this is correct.

17. (Ref: pg. 14, "ITB 2021-18 Water Meter Replacement Program.pdf" / Meter Replacement Program Tabulation Sheet) It is our understanding that should the "per annum" volumes exceed 2,000, said meters would be identified and available for assignment in conjunction with the 2,000 meters. Please confirm if our understanding is correct, or if incorrect, please provide additional supporting details / examples for here (e.g. initial 2,000 meters must be completed by (e.g. March), with additional requirement being requested / assigned sporadically throughout the remainder of the year).

The meter replacements are anticipated to start on July 12, 2021 and need to be complete by the end of the City's fiscal year on September 30, 2021.

18. (Ref: pg. 14, "ITB 2021-18 Water Meter Replacement Program.pdf" / Meter Replacement Program Tabulation Sheet) Under "1. The Labor cost to replace 2,000 residential water meters - Total Cost \$ (5/8" – 1") each year", to simplify the Contractor's payroll and City invoicing purposes, is it acceptable to based this charge on "Per Meter" versus "Total Cost"?

Yes, please add clarification so City understands the bid.

19. (General) As part of the on-site service requirement will the Contractor be required to initialize and/or program the new meter, or will the new technology be a simple "like-for-like" in-field service requirement, with no additional initializing / programming of said meters being required?

No, meters do not require programming. The City does not currently utilize AMR/AMI.

20. (General) If the new meters require post-installation initialization and/or programming, who is to be responsible for providing the required initialization / programming hardware (ref: City or Contractor)?
No, meters do not require programming. The City does not currently utilize AMR/AMI.
21. (General) Will call center / appointment scheduling related service be required for the purposes of this contract, and if yes, who will be responsible for the provision of said services (ref: City or Contractor)?
No
22. (General) Based on the details provided, although the associated volumes are relatively low, it is our understanding that the Contractor is to provide warehousing for the purposes of this contract. Please confirm.
City will not provide warehouse.
23. (General) If the Contractor is to be responsible for the associated warehousing for the purposes of this contract, please provide the approx. total number of meters that the Contractor should base their square footage requirements on.
2,000 meters
24. (General) If the Contractor is required to provide warehousing for the purposes of this contract, how far in advance of the official contract commencement date should the warehouse be available (e.g. 1 month in advance for receipt of City's inventory)?
The contract is anticipated to be awarded by the mid-June and start date is currently scheduled for July 12.
25. (General) As part of the City's download file / data for the Contractor, will there be account specific notes (special instructions) and codes indicating physical meter locations, access issues, safety issues/alerts, etc. (e.g. "key" numbers, "bad dog", "meter in backyard", etc.)?
Yes, the file will include the meter reading information (cycle, route and sequence). None of the meters should have access issues as these are all residential meters in the front yards.
26. (General) Do prevailing wage requirements apply for the purposes of this contract (ref: Davis-Bacon Act)? If yes, under what job description / definition?
The wage rate does not apply for this contract.
27. (General) Is the Contractor required to provide a bond(s) for the purposes of this contract (e.g. bid bond, performance and/or payment bond)? If yes, please provide details regarding the bond requirements and associated value of said bonds (e.g. performance bond required for 100% value of the contract).
Bonds are not required.

28. (General) Is it acceptable for the Contractor to include pricing notes for clarity purposes as part of their RFP response?

The City must evaluate costs under the same terms and conditions afforded to all contractors. Please do not include qualifiers, or terms/conditions on your pricing structure. You may provide detail/explanation to clarify your bid pricing, but you cannot include qualifiers/conditions, additional terms/conditions, etc.

29. (General) Are there any daily work assignment restrictions (e.g. maximum ten (10) work orders per day/per FSR), or is this to be left up to the discretion of the Contractor?

None

30. (General) To assist in lower the associated costs, would the City consider providing the warehousing requirements for the purposes of this contract?

The City does not have the ability to provide warehouse space.

31. (General) Are there any mandatory City hosted training sessions for the Contractor's field personnel (e.g. City hosted "health & safety orientation")? If yes, how long is the session or sessions (e.g. ½ day)?

None

32. Could you please tell me if the meters are contiguous or scattered?

Contiguous. The meters follow cycles and routes that the meter readers use.

33. Can you post the virtual bid opening information?

The bid deadline remains the same. Bids are due on or before 11:00 a.m., Thursday, May 13, 2021. Bids must be turned in to the Office of the City Secretary.

The City of Sugar Land will be conducting a virtual bid opening. Please find the information to participate in the bid opening below.

Join by phone

+1 430-205-2176 (Dial-in Number)

Conference ID: 157848484



METER REPLACEMENT PROGRAM TABULATION SHEET

1. Labor cost to replace 2,000 residential water meters
(5/8" – 1") each year. Per Meter \$ 29.00
2. Labor cost to replace each additional residential meter. Each Meter \$ 29.00
3. Labor cost to replace Meter Box Each Box \$ 25.00
4. Labor cost to replace Curb Stop Each Curb Stop \$ 60.00
5. Hourly Labor Rate for repairs to obstructions that require
Inspector approval, includes restoration. Hourly Rate \$ 75.00

END OF ADDENDUM NO. 1

Sam Smith 5-9-21
April Batten 5-9-21





CITY OF SUGAR LAND

ITB 2021-18 METER REPLACEMENT PROGRAM

ADDENDUM #2
THURSDAY, MAY 6, 2021

1. General C. The Contractor is responsible for supplying and storing water meters to be installed.

Question: The Tabulation Sheet requires a labor price and does not seem to include the cost of supplying and storing the meter as required in section General C. Does the bidder need to include on the labor cost on the Tabulation Sheet or do materials need to be included as well? This question also addresses replacing boxes, lids, and curb stops.

Bidder should just bid the labor cost for boxes and curb stops. You will only be able to charge us our contract price. If a vendor does not honor this, then we will supply.

2. General C. The meter cost will be reimbursed by the city at the rate of the City's current contract meter price.

Question: Will the city reimburse the Contractor upon delivery of materials like meters or will this be reimbursed 30 days after invoiced as will "services provided"?
All material costs including meters will be reimbursed within 30 days after invoiced.

3. Tabulation Sheet item 3 Labor Cost to Replace Meter Box.

Question: The labor effort and expense is the same whether replacing a meter box or resetting an existing one. Does this line item all include resetting a meter box that is not replaced to accommodate existing meter boxes that were set on top of a meter spud or shut off valve upon arrival making it impossible to change the meter without removing and resetting the meter box?

While it may happen at times, those will be minimal and should be included in the price of the labor to replace meters. Additional labor is only paid when the box is replaced. Our current contractor replaced 2,617 and only had to replace 78 meter boxes (2.9%).

4. General items C and E

Question: Will the Contractor be able to purchase ALL materials in addition to meter, including boxes and curb stops through the City's contract?

Meters and boxes can be purchased on the City contract. Currently, curb-stops and meter spuds cannot. We will either supply them to you or approved you purchasing them and then charging us.

5. General C

Question: Will the Contractor be allowed to store meters and materials on city property in a secure container, etc. or will off site storage be required?

No, the City does not have warehouse space for use for this contract. The contractor will need to secure off-site storage.

END OF ADDENDUM NO. 2

Accurate

Estimate

Date	Estimate #
10/22/2020	195151

Name / Address

City of Sugar Land
Attn: Accounts Payable
P.O. Box 110
Sugar Land, TX 77487-0110

Description	Qty	U/M	Rate	Total
Model 25 - 5/8" X 3/4" - B/B	1.0	ea	58.00	58.00
Model 35 - 3/4" - B/B	1.0	ea	80.00	80.00
Model 55 - 1" - B/B	1.0	ea	115.00	115.00
Model 120 - 1.5"	1.0	ea	280.00	280.00
Model 170 - 2"	1.0	ea	415.00	415.00
Model T-160 - 1.5" Turbo	1.0	ea	525.00	525.00
Model T-200 - 2" Turbo	1.0	ea	450.00	450.00
			Sales Tax (0.0%)	\$0.00
			Total	\$1,923.00
Phone #	(281) 391-8100	Fax #	(281) 391-8110	www.accuratemeter.com

RATLIFF UTILITIES

RATLIFFUTILITIES.COM 860-977-9616

The success of your water system is our business! At Ratliff Utilities, we have a long, successful history in the Water Utilities trade, and we want to show you all the areas of expertise we can offer you. With over 20 years experience, we have the skills and the training you're looking for, forged from fixing water system problems on the ground across the great Nation of ours. We know what works and what doesn't. We know how to create viable, long lasting solutions! If what you have in the field is costing you money, we can fix that.

WE OFFER CONSULTING AND INSTALLATION SERVICES IN THESE AREAS:

- Residential Water Meter Installation
- Distribution Metering
- AMR / AMI Installation
- Fire Hydrant Testing and Maintenance
- Valve Maintenance and Installation
- Hydra Stop Insert Valve and Line Stop Installation
- Leak detection/ Prevention
- Water System Surveys and Consulting

We have had years of designing and installing water system components, and that experience has validated our skill set. A leader in the water meter industry, Ratliff Utilities delivers innovative, cost-effective solutions to utilities' and commercial property owners' water resource management challenges. Ratliff Utilities provides consulting and meter services to water utility authorities throughout the United States. We help clients identify lost revenue and take remedial action to more efficiently and precisely monitor water flow and consumption at the individual account level. This data enables utilities to make more informed decisions, provide better customer service, improve billing accuracy, significantly reduce nonrevenue water, and lower operating and maintenance costs.

WE'VE LISTED DETAILS OF EACH OF THESE CATEGORIES BELOW FOR CLARITY:

RESIDENTIAL WATER METER INSTALLATION, DISTRIBUTION METERING, AND AMR / AMI INSTALLATION

Ratliff Utilities is a water meter installation specialist, testing specialist and Meter repair company, for all major water meter manufacturers. Our 20 plus year track record includes data collection and analysis, installation, testing, recalibration and repair of more than two million residential and commercial water meters of all brands and sizes. The turnkey materials and labor installation services we offer include overall project management, system analysis (surveys and propagation studies), purchasing and inventory management, and meter testing, repair and replacement by qualified personnel. Our metering expertise includes sub-metering, meter reading, billing, and third-party accuracy testing.

Expertise includes:

- Meter installation and retrofits (AMR/AMI)
- Meter testing and repair
- Meter vault installation and reconditioning
- Training (testing, repair, installation)
- Consulting and project management

FIRE HYDRANT TESTING AND MAINTENANCE PROGRAMS

Test & Inspection

Inspections – Search for operational and/or mechanical issues

Rushing – Flush fire hydrant until water and line flow clear

Pressure/Flow Testing – Determine fire hydrant flow rates and/or water pressure

GPS and Mapping – Mapping out system for trouble-shooting ease and/or maintenance

Fire Hydrant Installs – Install new fire hydrant per specified requirements

Hydrant Valve Installs – Install isolation valve to allow water flow shut off when required

Hot Tapping – Making a connection to existing piping without interrupting services

VALVE MAINTENANCE AND INSTALLATION PROGRAMS

GPS and Mapping

Inspections – Inspect for operational and/or mechanical issues

Valve Installs – Install new Valves per specified requirements

Hot Tapping – Making a connection to existing piping without interrupting services

HYDRA STOP INSERT VALVE AND LINE STOP INSTALLATION

Ratliff Utilities solutions allow you to maintain and repair potable water, wastewater, and industrial water systems without shut down — helping you to reduce costs, mitigate risks, and increase productivity while keeping your planned, routine, or emergency maintenance projects on-time and on-budget. The installation of the Hydra-Stop Insta-Valve 250 insertion valve is accomplished through a single circular hole — commonly known as a "tap" — cut under full line pressure into the top of the pipe without the need to ream or sever the pipe. By installing the Insta-Valve 250 right where a control point is needed, you gain a permanent asset allowing system control and maintenance in the same manner as a resilient seated gate valve.

- Insta-Valve and Line Stop
- 250 psi working pressure
- Requires no system shutdown
- Eliminates 100 percent of the costs related to shutting down a system
- Engineered valve cartridge for a drip tight seal
- Exceeds AWWA C509/515 Proof of Design Standards
- Stainless steel construction
- Permanent asset for site-specific control
- Can be installed on all common pipe types in any orientation in as little as 2 hours
- No need to ream or sever the pipe
- Only a single tap needed for installation
- AIS-compliant option available
- Bevel gear available for horizontal installation

WATER SYSTEM SURVEYS AND CONSULTING

Are you looking to design or implement a new water system? Or just optimize your current system? Allow us to chart your course and achieve your goals! We can help you improve your assets and enhance your production by identifying problem areas and coming up with solutions that best fit your budget and timeline.

For any questions about how we can serve you, please give Scott Ratliff a call at 860-977-9616.



EXHIBIT A-3

House Bill 89 Verification

(See Attached)

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of
(Person name)

(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott Israel currently; and
4. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit, but does not include a sole-proprietorship.*

DATE

POSITION / TITLE

SIGNATURE OF COMPANY REPRESENTATIVE

EXHIBIT B-1

City of Sugar Land ITB No. 2021-18

(See Attached)



**CITY OF SUGAR LAND
PURCHASING OFFICE**

**INVITATION TO BID
BID NO. 2021-18 WATER METER REPLACEMENT PROGRAM**

IF HAND DELIVERED:

**City of Sugar Land
City Secretary Office, 1st Floor
2700 Town Center Boulevard North
Sugar Land, Texas 77479**

MAILING ADDRESS:

**City of Sugar Land
City Secretary Office
P.O. Box 110
Sugar Land, TX 77487**

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** and **BID SHEET(S)** are for your convenience in bidding the enclosed referenced **WATER METER REPLACEMENT PROGRAM** for City of Sugar Land.

**Sealed bids in one (1) original and two (2) copies shall be received on or before:
11:00 A.M., local time, Thursday May 13, 2021**

Bids must be received in City Secretary's Office before opening date and time, submitted in a sealed envelope or container stating on the outside, the Bidder's name, address, ITB number, and due date.

Each **bid** shall be sealed and **manually signed by a person having the authority to bind the firm in a contract. All bids shall be signed and dated. Bids that are not signed and dated will be rejected.** FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED

Please note that all the bids **must be received at the designated location by the deadline shown.** Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **11:00 A.M., local time, Thursday May 13, 2021** at which time the sealed bids will be publicly opened and read. **You are invited to attend.**

Questions regarding this bid must be received by the City of Sugar Land's Purchasing Office no later than **3:00 P.M., local time, Thursday May 6, 2021.** **Questions will not be accepted after this time.**

The City of Sugar Land shall provide a Q&A addendum addressing all questions that are received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and placed on the publicpurchase.com website in the Section entitled, "Addenda." All changes to the Invitation to Bid will also be posted on the same website. Check the website daily for updates.

Please direct all questions regarding this bid to:

City of Sugar Land Purchasing
Jason Poscovsky, CPPO, CPPB
Fax: 281-275-2741
E-mail: jposcovsky@sugarlandtx.gov

Contact with any personnel of the City other than Jason Poscovsky, regarding this request for bid may be ground for elimination from the selection process.

The City does not assume responsibility for not receiving questions from the Bidder or the Bidders' receipt of any answers, addenda, or amendments placed on that website.

THE SELECTED RESPONDENT WILL BE REQUIRED TO ENTER INTO THE CITY OF SUGAR LAND STANDARD CONTRACT AND PROVIDE AND MAINTAIN THE MINIMUM INSURANCE COVERAGES REQUIRED UNDER THE CONTRACT THE CONTRACT IS AVAILABLE AS AN ATTACHMENT TO THIS ITB OR BY CONTACTING THE INDIVIDUAL LISTED ABOVE.

SECTION I **GENERAL INSTRUCTIONS**

The City of Sugar Land will receive sealed bids for: **WATER METER REPLACEMENT PROGRAM**

IT IS UNDERSTOOD that the City Council of the City of Sugar Land reserves the right to reject any or all bids for any or all products and/or services covered in this invitation to bid and to waive informalities of defects in such bids.

BIDS must be submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope and **manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below. FACSIMILE AND/OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sugar Land Purchasing Office should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sugar Land's interpretation shall govern.

TO PROVIDE FOR: the contracts commencing on executed date from both parties and continuing until work is completed.

DOCUMENTATION: Bidder shall provide with this bid response all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

DESCRIPTIONS: Specifications **may** reference any catalog, brand name or manufacturers' model numbers. It is the intent of the City of Sugar Land to be **DESCRIPTIVE - NOT RESTRICTIVE** and to

establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality and the burden of proof of such quality rests with them.

PRICING: Bidders are instructed to bid the unit price on the item(s) specified, and then price options where indicated on tabulation sheet and to extend and show the total where applicable. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the one-year period and shall be stated on the tabulation sheet. **Prices shall be all inclusive.** No price changes, additions or subsequent qualifications will be honored during the course of the contract unless approved by both parties. Additional charges not shown on the bid will not be honored. All prices must be in ink.

PRICE DECREASES/DISCOUNT INCREASES: Vendors are required to immediately implement any price decrease or discount increase that may become available. The City of Sugar Land must be notified in writing for updating the contract.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request.

Upon receipt of such request, the City of Sugar Land reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Sugar Land written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Sugar Land approval and/or cancellation.

SALES TAX: City of Sugar Land is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. **Do not include tax in bid.**

ADDENDA: Any interpretations, corrections or changes to this Invitation To Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Sugar Land Purchasing Office. Addenda will be posted for all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda on the Bidders Certification/Addenda Acknowledgement form found in this document.

LATE BIDS: Bids received in the City after the submission deadline will be considered void and unacceptable. City of Sugar Land is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp in the City Secretary's office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BIDS: Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice received after the deadline for receiving bids shall not be considered.

REJECTION OF BIDS: The City Council may choose to reject all bids and not award any contract.

BID AWARD: The City shall award “all or part” of a contract to the lowest responsive and responsible bidder (s) providing the best value to the City meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to ninety (90) days following the date specified for the opening of bids.

In determining the lowest responsive and responsible bidder, the City may consider:

1. Whether the bidder has adequate financial resources to comply with the contract awarded;
2. Whether the bidder has a satisfactory record of performance with the City or other entities;
3. Any other factors that could be material to the bidders ability to comply with the contract.

SECTION II

MANDATORY TERMS AND CONDITIONS

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that results from this solicitation. Your response to this solicitation is an offer to contract with the city based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the city-prepared contract and any additional city or vendor contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the city-prepared contract and a document incorporated by reference, the city-prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the city’s additional contract document take precedence over the contractor’s additional contract document.

PAYMENT PROVISIONS: The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

MULTIYEAR CONTRACTS: 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)

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. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the Contract that attempts to prevent the City’s disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

TAX EXEMPTION: The City is not liable to Vendor for any federal, state, or local taxes for 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 item. The city's Tax Exemption Certificate will be furnished by the city on request of the contractor.

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)

GOVERNING LAW AND VENUE: Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

SECTION III **OTHER TERMS AND CONDITIONS**

REMEDIES: The successful bidder and City of Sugar Land agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONFIDENTIALITY: Any provision in the Contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

ETHICS: The Respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Sugar Land. More than one proposal on any one contract from a Respondent or individual under different names shall be grounds for rejection of all proposals in which the Respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between Respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Sugar Land, including affiliations and business and financial relationships such persons may have with City of Sugar Land officers.

By doing business or seeking to do business with the City of Sugar Land, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest questionnaire found on the last page of this document must be filled out and turned in with each proposal.

DISCLOSURE OF INTERESTED PERSONS FOR COUNCIL – APPROVED CONTRACTS: Under Section 2252.908 of the Tex Gov't Code - The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed, notarized and submitted to the City at the time of execution of the Contract/Agreement, along with the certification of filing generated from the

Commission's website. The Certificate of Interested Persons form is available on the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> and the successful Bidder/Proposer must follow the Commission's filing process adopted pursuant to the statute. The successful contractor's notarized Certificate of Interested Persons and certification of filing will be attached to the Contract/Agreement.

PURCHASE ORDER: City of Sugar Land shall generate a purchase order to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Sugar Land will not be responsible for any orders placed and/or delivered without a valid Purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Sugar Land designated location) are to be included in the bid price.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show:

- (a) Vendor company name and address;
- (b) Name and address of the City of Sugar Land department the shipment is being made to;
- (c) City of Sugar Land purchase order number;
- (d) Descriptive information as to the items delivered, including quantity and part numbers.

INVOICES submitted for payment shall be addressed to:

City of Sugar Land
Accounts Payable
P.O. Box 110
Sugar Land, TX 77487

and shall reference the City of Sugar Land approved purchase order number. Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

QUALITY CONTROL: Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time.

Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

WARRANTY: Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect City of Sugar Land from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Sugar Land reserves the right to terminate the contract immediately in the event the successful bidder:

1. Fails to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this contract;
4. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Sugar Land may have in law or equity. Bidder, in submitting this bid, agrees that City of Sugar Land shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

NOTICE: Any notice provided by this bid or required by law to be given to the successful bidder by City of Sugar Land shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Sugar Land, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Sugar Land.

INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Sugar Land.

SECTION IV **SPECIFICATIONS**

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INTRODUCTION

The City of Sugar Land has developed a water meter change out program to ensure accurate billing and to improve water accountability. The City has determined that meter accuracy begins to degrade significantly once the meter is over ten years old consequently the replacement program was developed to replace each residential meter once every ten years.

It is the purpose of this contract to provide all labor and equipment necessary to complete the City's residential meter replacement program.

GENERAL

- A. For efficiency the program includes replacement are centralized within entire neighborhoods so that labor can be minimized and costs controlled. We are requesting proposals to provide labor and equipment necessary to replace a minimum of approximately 2,000 residential water meters. Each month the contractor will be expected to complete a minimum of -1,000 water meters to meet Sugar Land's meter change out plan.
- B. The contractor will be required to coordinate the meter replacement timing with the City's Treasury's Department to reduce or eliminate the need to estimate water bills for the customers whose meters are replaced. The meter change out information must be provided weekly to the City's Treasury Department to include at a minimum the following information:

- Location Id
- Address of the home
- Date of replacement
- Meter Size
- Old meter number and meter reading
- New meter number and meter reading
- Latitudinal/Longitudinal coordinates of meters
- Comments:

Some of this information may be required more frequently as you approach the routes meter reading deadline.

Any unusual circumstances will also be noted on the form such as but not limited to:

- Removal of dirt/any debris surrounding meter connections
- Broken Curb stop
- Service water line leak
- Private leak

The Contractor will follow the City's standard operating procedure for replacing the meter as outlined in Exhibit A paying particular attention at the customer notification procedures. Customer contact should be made prior to changing out the meter to reduce homeowner inconvenience. If customer does not answer the door, a door tag provided by the City should be hung notifying homeowner that the meter was replaced. If the contractor finds that there is a leak on the service or customer water line, he will tag the door and notify Public Works and not change out the meter until the problem is resolved.

- C. The Contractor is responsible for supplying and storing water meters to be installed. The old meters must be replaced with the Badger SRII meter. The meter cost will be reimbursed by the city at the rate of the City's current contract meter price. The Contractor may purchase meters through the City's contract, if needed.
- D. The Contractor is responsible for providing proper maintenance protocol for each meter. Any obstructions in or around the meter box will be repaired by the contractor, this includes but is not limited to, roots, debris, removing dirt, bringing meter boxes up to grade, making easy access to the register for reading, site restoration, etc. The contractor is to account for these costs within their quotes.
- E. In certain instances, it may be necessary to replace the meter box, meter box lid, curb stop etc. The cost of the materials and parts will be reimbursed to the Contractor at the rate of the City's current contract cost with no markup. The materials and parts replaced will be those approved on the City's approved products list.
- F. The Contractor shall take the necessary steps to insure that its employees and subcontractors are courteous and responsive to all the City's water and wastewater customers in performing the services provided for in this Contract. The Contractor shall promptly investigate any customer complaint regarding the Contractor's employees or subcontractors and take appropriate action to address the complaint. The Contractor shall make a written report to the City regarding any such complaint and the action taken, if any. The Contractor shall complete a security background investigation for each employee utilized in the maintenance of the Utility system. The Contractor will provide a list of these employees and certify that they have satisfactory backgrounds to work in a Public Utility.
- G. The Contractor shall replace water meters Monday thru Friday between 8:00a.m. and 6:00 p.m. With Public Works approval, the Contractor may work on Saturday

between 8:00 – 2:00 p.m. No work will be allowed on Sundays.

- H. Treasury will supply the contractor a calendar of the reading cycles two weeks before the beginning of each month. No meter shall be replaced 3 days before and 1 day after its scheduled read date.
- I. The Contractor shall use competent and qualified persons who are experienced in the water maintenance procedures. Any work or Repair performed by the Contractor shall be properly supervised by the Contractor so that the work or repair is performed in an efficient, expeditious, and workmanlike manner. Any meter or house line within 2 feet of the repair leaking within three months from the date the meter was replaced will be responsible for making the repair at no additional charge.
- J. Employees of the Contractor shall readily identify themselves as a contractor for the City when communicating with the City's customers. Maintenance personnel shall possess picture identification cards and wear distinctive clothing bearing the Contractor's name. All the Contractor's employees shall wear their picture identification cards when calling on customers. All the Contractor's vehicles used in the performance of this Agreement shall display the Contractor's name, visible on both sides of the vehicle.
- K. Subcontractors shall be considered employees of the Contractor under the terms of this Contract. The Contractor shall provide full-time inspection from personnel with operational control to assure minimum site disturbance and that the subcontractor complies with all the requirements of this Contract in performing any work hereunder.
- L. Quantities of work completed shall be provided to the city in a digital format, along with the invoice reflecting the work. Invoices should include pertinent information such as all data provided by the city, plus, dates of installation, new meter branding information (brand, size, series, etc.). Invoices and status reports are to be provided to the city no later than the 15th of the following month.
- M. Monthly meetings will be held digitally with the contractor, via Microsoft teams, Zoom, or another method determined by the city. In this meeting, attendants will discuss contract progress and any other pertinent information.

Contractor must provide a schedule for completion.

EXHIBIT A**WATER UTILITIES STANDARD OPERATING PROCEDURES
Meter Change Out Program**

1. Contractor must attempt resident contact prior to starting replacements in an area. If no customer contact is made a door tag must be left for the resident.
2. Verbally notify resident at meter change out address of water turn off prior to starting work.
3. If resident's household cut off valve is accessible, turn off at this location first.
4. Remove dirt and debris from around meter.
5. Loosen meter spud nuts from both sides of meter. (Be sure and use a backup wrench on house line side of meter.)
6. Remove meter.
7. Clean any debris from meter spuds.
8. Install new meter reversing procedure of removal.
9. Turn water on at the house near the household cut off valve and then turn on the curb stop. Flush line from meter to house entry point by running outside faucets for several minutes.
10. Verbally inform resident of water service resuming.
11. If the resident was not home leave a City of Sugar Land door tag informing them of the meter replacement.
12. Clean-up work area and dress up excavated area.
13. Complete required documentation for the city.

Meter Box Replacement

1. Notify resident of service to be performed.
2. Dig up existing meter box, being careful not to damage any meter piping.
3. Install new meter box, fill in and grade to ground level via sod restoration.
4. Clean-up work area

Curb Stop Replacement

1. Notify all residents that will be affected by this procedure.
2. Open all available faucets to relieve water pressure.
3. Remove water meter and then curb stop.
4. In the open position, install new curb stop and turn water off.
5. Reinstall water meter.
6. Turn water back on and close all opened faucets.
7. Check water meter to insure it is still registering.
8. Clean-up work area.

SECTION V
REQUIRED FORMS
BID NO. 2021-18

The following forms must be filled out and turned in with bid in order for submitting vendor to be considered responsive. **Failure to include the following forms, signed and dated, will result in the bid being rejected.**

1. Bidder Certification and Addenda Acknowledgment
2. Tabulation Sheet
3. Bidder Information
4. Bidder Customer/Client References
5. Conflict of Interest Questionnaire (CIQ Form)
6. Certification Regarding Debarment
7. House Bill 89 Verification Form

SCHEDULE of KEY EVENTS		
NO.	ACTIVITY	DATE -- TIME
1	ITB Advertised in local paper	April 28, 2021 and May 5, 2021
2	ITB Posted to publicpurchase.com	April 28, 2021
3	Questions Deadline	May 6, 2021 @ 3:00 pm
4	Questions Answered and Addendum posted	May 7, 2021 @ 3:00 pm
5	Bids Due	May 13, 2021 @ 11:00 am

BID CHECKLIST

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED:

- ☐ 1. THE BID HAS BEEN SIGNED AND DATED.
- ☐ 2. ANY PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.
- ☐ 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND INCLUDED.
- ☐ 4. REFERENCES
- ☐ 5. CERTIFICATION REGARDING DEBARMENT FORM COMPLETED
- ☐ 6. CONFLICT OF INTEREST QUESTIONNAIRE COMPLETED
- ☐ 7. COMPLETED HOUSE BILL 89 FORM
- ☐ 8. THE CORRECT NUMBER OF BID COPIES ENCLOSED
- ☐ 9. THE ENVELOPE HAS BEEN ADDRESSED TO:

IF HAND DELIVERED:

**City of Sugar Land
City Secretary Office, 1st Floor
2700 Town Center Boulevard North
Sugar Land, Texas 77479**

MAILING ADDRESS:

**City of Sugar Land
City Secretary Office
P.O. Box 110
Sugar Land, TX 77487**

- ☐ 10. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:
COMPANY NAME, ADDRESS, BID NUMBER, TITLE, AND DUE DATE

BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this ITB.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

AGENTS NAME: _____

AGENTS TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

**METER REPLACEMENT PROGRAM
TABULATION SHEET**

- | | |
|--|------------------------|
| 1. Labor cost to replace 2,000 residential water meters
(5/8" – 1") each year. | Total Cost \$_____ |
| 2. Labor cost to replace each additional residential meter. | Each Meter \$_____ |
| 3. Labor cost to replace Meter Box | Each Box \$_____ |
| 4. Labor cost to replace Curb Stop | Each Curb Stop \$_____ |
| 5. Hourly Labor Rate for repairs to obstructions that require
Inspector approval, includes restoration. | Hourly Rate \$_____ |

BIDDER INFORMATION

FULL LEGAL FIRM/COMPANY NAME: _____

BUSINESS STREET ADDRESS: _____

BUSINESS MAILING ADDRESS: _____

BUSINESS TELEPHONE NUMBER: _____

BUSINESS FAX NUMBER: _____

COUNTY: _____ MINORITY OWNED: _____ #OF EMPLOYEES _____

CORPORATION:___ PARTNERSHIP:___ PROPRIETORSHIP:___ L.L.C. ___ L.L.P. _____

YEAR EST _____ NO. OF YEARS IN BUSINESS _____ FEDERAL ID NO. _____

NATURE OF BUSINESS: _____

PRINCIPALS:

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

BANK REFERENCE: _____

NAME OF BANK OFFICER: _____

ADDRESS / CITY / STATE / ZIP : _____

PHONE NO. _____

BIDDER CUSTOMER / CLIENT REFERENCES OF SIMILAR SIZE/SCOPE

1. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

NAME OF CONTACT: _____

E-MAIL: _____

SIZE/SCOPE OF SERVICES: _____

2. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

NAME OF CONTACT: _____

E-MAIL: _____

SIZE/SCOPE OF SERVICES: _____

3. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

NAME OF CONTACT: _____

E-MAIL: _____

SIZE/SCOPE OF SERVICES: _____

4. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

NAME OF CONTACT: _____

E-MAIL: _____

SIZE/SCOPE OF SERVICES: _____

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of

(Person name)

(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott Israel currently; and
4. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit, but does not include a sole-proprietorship.

DATE

POSITION / TITLE

SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

Certification by Contractor Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

- (a) (1) The prospective contractor certifies, to the best of its knowledge and belief, that:
- (i) The prospective contractor and/or any of its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, in the process of being debarred, declared ineligible, or voluntarily excluded from conducting business with the federal department or agency of the federal government;
 - (b) Have not, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in subdivision (a)(1)(i)(b) of this certification.
 - (ii) The prospective contractor has not, within a three-year period preceding this certification, had one or more contracts terminated for default or cause by any local, state or federal agency.
- (2) “Principals,” for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (i.e. general manager; plant manager; head of subsidiary, division, or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the contract subject to prosecution under section 1001, title 18, United States Code.

- (b) The prospective contractor must provide immediate written notice to the City of Sugar Land Purchasing Manager if, at any time, the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) This certification is a material representation of fact upon which reliance is placed by the City of Sugar Land in awarding the contract. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of Sugar Land, the City of Sugar Land may terminate the contract for cause.
- (d) Where the prospective contractor is unable to certify to any of the statements in this certification, the prospective contractor must attach an explanation to the proposal. The certification or explanation will be considered in connection with the determination whether the City of Sugar Land will enter into a contract with the prospective contractor. However, failure of the

prospective contractor to furnish a certification or an explanation will disqualify the prospective contractor from participation in the transaction.

- (e) The prospective contractor agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Transactions," without modification, in all transactions and solicitations for transactions covered under this proposal or contract. The prospective contractor agrees by submitting this certification, it will not knowingly enter into any transaction with a person or business entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in business with the federal government, unless authorized by the City of Sugar Land.
- (f) Nothing contained in this certification will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (g) Except for transactions authorized under paragraph (e) of this certification, if the prospective contractor knowingly enters into a transaction with a person or business entity who is suspended, debarred, ineligible, or voluntarily excluded from participation in business transaction with the City of Sugar Land, the City of Sugar Land may terminate the contract for cause.

By signing this Certification, the undersigned, as an authorized representative of the prospective contractor, warrants, represents and certifies that the above statements are true and correct and agrees to comply with the requirements set forth above.

Company Name

Address

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Project Name

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SAMPLE

**CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES
Over \$50K
(Rev. 6-5-19)**

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:

Date:

Date:

Title:

Title:

Company:

APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address:

Description of Services:

Maximum Contract Amount:

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. None.

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. [Contractor's proposal/quote/bid/etc.] dated _____ (___ pages)
- A-3. House Bill 89 Verification (1 page)
- A-4. (Name of attachment) (date) (pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (3 pages)
- B-2. (Name of attachment) (date) (pages)

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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 on a separate endorsement
- 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 on a separate endorsement.
- 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.
- 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 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 insurances.
- 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+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors 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, 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

Questions, please contact Todd Reed, Purchasing Manager, City of Sugar Land 281 275-2734

(Instructions for completing and submitting a certificate to the City of Sugar Land)

Complete the certificate of insurance with the information

listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information -complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information -complete name & address information
- D) Insurer (name/names of insurance company) **(Remember the City requires all insurance companies to be Authorized to do business in the State of Texas and be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A. M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy - must have an (x) in box. Also, "Occurrence" type policy - must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance - information must be completed in this section of the certificate of insurance form (if applicable)
- L) Builder's Risk Policy – for construction projects as designated by the City of Sugar Land.
Professional Liability Coverage – for professional services if required by the City of Sugar Land.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (**See Insurance Requirements Checklist**)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Sugar Land.
 - (1) Adding the City of Sugar Land as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Sugar Land's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Sugar Land in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/1900

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 ABC Insurance Agency 555 Main Street Tampa, FL 33333-0000		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:															
INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER B : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER C : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER D : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER E : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER F : Insurance Carrier</td> <td>00000</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Insurance Carrier	00000	INSURER B : Insurance Carrier	00000	INSURER C : Insurance Carrier	00000	INSURER D : Insurance Carrier	00000	INSURER E : Insurance Carrier	00000	INSURER F : Insurance Carrier	00000
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INSURER E : Insurance Carrier	00000																
INSURER F : Insurance Carrier	00000																

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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	X123456	01/01/1900	01/01/1900	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LO-CA-LES <input type="checkbox"/>					
	B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWN AUTOS	Y	123456789	01/01/1900	01/01/1900
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR DED RETENTION \$						
C		<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	01234	01/01/1900	01/01/1900
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					
	D	<input checked="" type="checkbox"/> Builder's Risk <input type="checkbox"/> Professional Services	Y Y	123456	01/01/1900	01/01/1900
Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).						

CERTIFICATE HOLDER City of Sugar Land P.O. Box 110 Sugar Land, TX 77487-0110 Attention: Purchasing Office	CANCELLATION 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 AUTHORIZED SIGNATURE REQUIRED HERE
--	--

INSURANCE REQUIREMENTS METER REPLACEMENT PROGRAM

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

<u>X</u> Workers' Compensation	Statutory limits, State of TX.		
<u>X</u> Employers' Liability	\$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate		
<u>X</u> Commercial General Liability:			
	<u>Very High/High Risk</u>	<u>X</u> Medium Risk	<u>Low Risk</u>
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 Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

<u>X</u> Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)			
<u>Very High/ High Risk</u>	<u>X</u> Medium Risk	<u>Low Risk</u>	
Combined Single Limits	Combined Single Limits	Combined Single Limits	
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily	

- Garage Liability for BI & PD
 \$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 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, 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.
- Builder's Risk (if 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 for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)
- Other Insurance Required: None

BIDDER STATEMENT

I understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

BIDDER _____ SIGNATURE _____



CITY OF SUGAR LAND

ITB 2021-18 METER REPLACEMENT PROGRAM

ADDENDUM #1 **THURSDAY, MAY 6, 2021**

1. Ref: (Section IV; General A.) Can you clarify, a minimum of 2,000 water meters and the Contractor shall complete 1,000 per month? Is there a possibility of this being a 2-month project?
Yes, the anticipated start date is July 12 and the change-outs must be complete by September 30, 2021.
2. (General) Can the city provide the addresses of the meters where an exchange is needed?
Yes, the City will provide the addresses upon contract award. The meters follow the meter reading cycles and routes in the City Main system.
3. (General) We are aware of the significant amount of damaged meter boxes and meter lids. However, can the city provide a % of meter installs that will require a meter box exchange?
Previous meter replacement contracts replace approximately 5% of the meter boxes and lids.
4. (General) It is our understanding that this SOW pertains to only a certain percentage of the meter population. Can you confirm?
Yes, the 2,000 meters is approximately 5% of the City's overall meter count.
5. (General) If contractor replaces curb stop, who will be responsible for leaks on city or customer side after curb stop replacement? If Contractor, how long after replacement?
The contractor is responsible for the leaks around the curb-stop for up to three months after replacement. After that time frame, the City will repair.
6. (General) When is the expected start date?
July 12, 2021
7. (General) Can the city provide an estimated breakdown of meter exchange size?
Generally, the City's small meter makeup is 75% 5/8" and 3/4" and 25% 1" meters.

8. (General) Are the exchanges for small meters only (i.e. 5/8 and/or 3/4)?
The meters will be 5/8", 3/4" and 1"
9. (General) Are the new meters "like for like" in size, meaning the same lay length?
Yes
10. (Ref: pg. 8, "ITB 2021-18 Water Meter Replacement Program.pdf" / Section IV: Specifications / Item A.) Based on the details provided here, it is our understanding that the Contractor is to have the "per annum" requirement of 2,000 endpoints completed within the first 2 months of the year. Is our understanding correct? If no, please provide additional supporting details here as to "per annum" meter exchange scheduling timelines.
Yes, the meter replacements are anticipated to start on July 12, 2021 and need to be complete by the end of the City's fiscal year on September 30, 2021.
11. (Ref: pg. 8, "ITB 2021-18 Water Meter Replacement Program.pdf" / Section IV: Specifications / Item A.) Should the reference to "complete a minimum of -1,000" read "complete a minimum of +/- 1,000"? If no, please provide additional supporting details, as we are not understanding this reference here.
The text should read 'complete a minimum of 1,000 per month'.
12. (Ref: pg. 8, "ITB 2021-18 Water Meter Replacement Program.pdf" / Section IV: Specifications / Item A.) To ensure more stable, static, experienced Contractor field installation personnel, would the City allow the total "per annum" meter exchanges / upgrade service requirements for here to be evenly dispersed throughout the entire calendar year (ref: average +/- 167 water meter exchanges per month)?
No, the replacements need to be complete by the end of the City's fiscal year on September 30, 2021 to align with available funding.
13. (Ref: pg. 8, "ITB 2021-18 Water Meter Replacement Program.pdf" / Section IV: Specifications / Item B.) Who is to be responsible for the provision of the work order management system (WOMS) for the purposes of this contract (ref: City of Contractor)? If City, please provide additional supporting details as to what system will be utilized for here (e.g. manual, paper service order system or other).
The City will provide the meter data including address, meter reading schedule (cycle, route, sequence). The contractor is expected to schedule the work. The City's treasury department needs to be notified of the work schedule and provided the meter change out information on a daily/ weekly basis.
14. (Ref: pg. 8, "ITB 2021-18 Water Meter Replacement Program.pdf" / Section IV: Specifications / Item B.) If the City is providing the associated WOMS for here, does it accommodate the capturing of the lat/long coordinates?

City will not be providing a WOMS. Contractor will need to provide the lat/long coordinates.

15. (Ref: pg. 8, “ITB 2021-18 Water Meter Replacement Program.pdf” / Section IV: Specifications / Item B.) To what precision are the lat/long coordinates to be based on (e.g. +/- 3 meters)?

+/- 3 meters is adequate

16. (Ref: pg. 10, “ITB 2021-18 Water Meter Replacement Program.pdf” / Section IV: Specifications / Item J.) As long as vehicles adhere to all associated required insurance coverages, safety standards/conditions, is the use of the employees’ personal vehicles acceptable for the purposes of this contract?

Yes, this is correct.

17. (Ref: pg. 14, “ITB 2021-18 Water Meter Replacement Program.pdf” / Meter Replacement Program Tabulation Sheet) It is our understanding that should the “per annum” volumes exceed 2,000, said meters would be identified and available for assignment in conjunction with the 2,000 meters. Please confirm if our understanding is correct, or if incorrect, please provide additional supporting details / examples for here (e.g. initial 2,000 meters must be completed by (e.g. March), with additional requirement being requested / assigned sporadically throughout the remainder of the year).

The meter replacements are anticipated to start on July 12, 2021 and need to be complete by the end of the City’s fiscal year on September 30, 2021.

18. (Ref: pg. 14, “ITB 2021-18 Water Meter Replacement Program.pdf” / Meter Replacement Program Tabulation Sheet) Under “1. The Labor cost to replace 2,000 residential water meters - Total Cost \$ (5/8” – 1”) each year”, to simplify the Contractor’s payroll and City invoicing purposes, is it acceptable to based this charge on “Per Meter” versus “Total Cost”?

Yes, please add clarification so City understands the bid.

19. (General) As part of the on-site service requirement will the Contractor be required to initialize and/or program the new meter, or will the new technology be a simple “like-for-like” in-field service requirement, with no additional initializing / programming of said meters being required?

No, meters do not require programming. The City does not currently utilize AMR/AMI.

20. (General) If the new meters require post-installation initialization and/or programming, who is to be responsible for providing the required initialization / programming hardware (ref: City or Contractor)?

No, meters do not require programming. The City does not currently utilize AMR/AMI.

21. (General) Will call center / appointment scheduling related service be required for the purposes of this contract, and if yes, who will be responsible for the provision of said services (ref: City or Contractor)?

No

22. (General) Based on the details provided, although the associated volumes are relatively low, it is our understanding that the Contractor is to provide warehousing for the purposes of this contract. Please confirm.

City will not provide warehouse.

23. (General) If the Contractor is to be responsible for the associated warehousing for the purposes of this contract, please provide the approx. total number of meters that the Contractor should base their square footage requirements on.

2,000 meters

24. (General) If the Contractor is required to provide warehousing for the purposes of this contract, how far in advance of the official contract commencement date should the warehouse be available (e.g. 1 month in advance for receipt of City's inventory)?

The contract is anticipated to be awarded by the mid-June and start date is currently scheduled for July 12.

25. (General) As part of the City's download file / data for the Contractor, will there be account specific notes (special instructions) and codes indicating physical meter locations, access issues, safety issues/alerts, etc. (e.g. "key" numbers, "bad dog", "meter in backyard", etc.)?

Yes, the file will include the meter reading information (cycle, route and sequence). None of the meters should have access issues as these are all residential meters in the front yards.

26. (General) Do prevailing wage requirements apply for the purposes of this contract (ref: Davis-Bacon Act)? If yes, under what job description / definition?

The wage rate does not apply for this contract.

27. (General) Is the Contractor required to provide a bond(s) for the purposes of this contract (e.g. bid bond, performance and/or payment bond)? If yes, please provide details regarding the bond requirements and associated value of said bonds (e.g. performance bond required for 100% value of the contract).

Bonds are not required.

28. (General) Is it acceptable for the Contractor to include pricing notes for clarity purposes as part of their RFP response?

The City must evaluate costs under the same terms and conditions afforded to all contractors. Please do not include qualifiers, or terms/conditions on your pricing structure. You may provide detail/explanation to clarify your bid pricing, but you cannot include qualifiers/conditions, additional terms/conditions, etc.

29. (General) Are there any daily work assignment restrictions (e.g. maximum ten (10) work orders per day/per FSR), or is this to be left up to the discretion of the Contractor?

None

30. (General) To assist in lower the associated costs, would the City consider providing the warehousing requirements for the purposes of this contract?

The City does not have the ability to provide warehouse space.

31. (General) Are there any mandatory City hosted training sessions for the Contractor's field personnel (e.g. City hosted "health & safety orientation")? If yes, how long is the session or sessions (e.g. ½ day)?

None

32. Could you please tell me if the meters are contiguous or scattered?

Contiguous. The meters follow cycles and routes that the meter readers use.

33. Can you post the virtual bid opening information?

The bid deadline remains the same. Bids are due on or before 11:00 a.m., Thursday, May 13, 2021. Bids must be turned in to the Office of the City Secretary.

The City of Sugar Land will be conducting a virtual bid opening. Please find the information to participate in the bid opening below.

Join by phone

[+1 430-205-2176](tel:+14302052176) (Dial-in Number)

Conference ID: 157848484

METER REPLACEMENT PROGRAM
REVISED TABULATION SHEET

1. Labor cost to replace 2,000 residential water meters (5/8" – 1") each year. Per Meter \$_____
2. Labor cost to replace each additional residential meter. Each Meter \$_____
3. Labor cost to replace Meter Box Each Box \$_____
4. Labor cost to replace Curb Stop Each Curb Stop \$_____
5. Hourly Labor Rate for repairs to obstructions that require Inspector approval, includes restoration. Hourly Rate \$_____

END OF ADDENDUM NO. 1



CITY OF SUGAR LAND

ITB 2021-18 METER REPLACEMENT PROGRAM

ADDENDUM #2 **THURSDAY, MAY 6, 2021**

1. General C. The Contractor is responsible for supplying and storing water meters to be installed.

Question: The Tabulation Sheet requires a labor price and does not seem to include the cost of supplying and storing the meter as required in section General C. Does the bidder need to include on the labor cost on the Tabulation Sheet or do materials need to be included as well? This question also addresses replacing boxes, lids, and curb stops.

Bidder should just bid the labor cost for boxes and curb stops. You will only be able to charge us our contract price. If a vendor does not honor this, then we will supply.

2. General C. The meter cost will be reimbursed by the city at the rate of the City's current contract meter price.

Question: Will the city reimburse the Contractor upon delivery of materials like meters or will this be reimbursed 30 days after invoiced as will "services provided"? **All material costs including meters will be reimbursed within 30 days after invoiced.**

3. Tabulation Sheet item 3 Labor Cost to Replace Meter Box.

Question: The labor effort and expense is the same whether replacing a meter box or resetting an existing one. Does this line item all include resetting a meter box that is not replaced to accommodate existing meter boxes that were set on top of a meter spud or shut off valve upon arrival making it impossible to change the meter without removing and resetting the meter box?

While it may happen at times, those will be minimal and should be included in the price of the labor to replace meters. Additional labor is only paid when the box is replaced. Our current contractor replaced 2,617 and only had to replace 78 meter boxes (2.9%).

4. General items C and E

Question: Will the Contractor be able to purchase ALL materials in addition to meter, including boxes and curb stops through the City's contract?

Meters and boxes can be purchased on the City contract. Currently, curb-stops and meter spuds cannot. We will either supply them to you or approved you purchasing them and then charging us.

5. General C

Question: Will the Contractor be allowed to store meters and materials on city property in a secure container, etc. or will off site storage be required?

No, the City does not have warehouse space for use for this contract. The contractor will need to secure off-site storage.

END OF ADDENDUM NO. 2

EXHIBIT B-2

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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 on a separate endorsement
- 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 on a separate endorsement.
- 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.
- 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 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 insurances.
- 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+.
- K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L.** Contractual Liability must be maintained covering the Contractors 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, 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**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

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 Op	\$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 BI & PD

\$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 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, 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.

 Builder's Risk (if 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 for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

\$1,000,000 each occurrence

\$2,000,000 aggregate

 Other Insurance Required: _____

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.