

**CITY OF SUGAR LAND STANDARD CONTRACT
FOR PROFESSIONAL ENGINEERING DESIGN
SERVICES FOR CITY FACILITIES**

Over \$50K
(Rev. 12-8-15)

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

CITY OF SUGAR LAND

ENGINEER:

By:

By: MADHU KILAMBI

Date:

Date: JULY 28, 2017

Title:

Title: PRINCIPAL

Company: ARKK ENGINEERS, LLC

APPROVED AS TO FORM:

Jishu Day

II. General Information and Terms.

Engineer's Name and Address: ARKK Engineers, LLC
7322 Southwest Freeway, Suite 1040
Houston, TX 77074

Project Description: Engineering and Bid Phase Services for Wastewater
Collection System Rehabilitation Project – Project
D (CIP WW1601)

Maximum Contract Amount: \$209,550.00

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

Termination Date: (See III F)

III. Standard Contractual Provisions.

A. Definitions: In this Contract:

Construction Documents means the plans, drawings, specifications, descriptions, or similar design related documents prepared by the Engineer for the Project under this Contract.

Contract means this Standard Contract for Professional Engineering Design Services, made in compliance with Chapter 2254 of the Texas Government Code.

Contractor means the person or entity that the City contracts with to construct the Project.

Engineer means the person or entity named in Part I of this Contract.

Project means the design and construction of the City improvements or structures described in this Contract.

B. Engineer's Services. The Engineer will provide to the City design services and any other related services for the Project as described in this Contract under the terms and conditions of this Contract.

C. Construction Documents. The Engineer's Construction Documents will be sufficiently accurate, detailed, and complete so that the Contractor may, if the Contractor faithfully follows the Construction Documents, construct and complete the Project without substantial defects and within the projected schedule and budget. In this paragraph, a "substantial defect" includes any condition of the Project that, upon completion, prevents or interferes with the Project's proper or intended operation, use, function, or maintenance. The Engineer will promptly correct any error found in the Construction Documents, including any error discovered after the City makes final payment to the Engineer, without payment of additional compensation.

D. Project Visits. If the Engineer's Additional Contract Documents provide for the Engineer to visit the Project site, the Engineer will visit the Project Work at intervals appropriate to the stage of the Project construction, but not less than the minimum number of visits specified in the Engineer's Additional Contract Documents, if any. The Engineer's visits will include visits at times when the significant elements of the Project construction, or representative samples thereof, are being performed so that the Engineer may determine if the Project is being constructed in substantial compliance with the Construction Documents. The Engineer will keep the City informed of the progress and quality of the Project construction as it is completed and promptly notify the City in writing of any Project construction that does not substantially comply with the Construction Documents.

E. Billing and Payment. The Engineer 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 Engineer for the

services provided for in this Contract from current revenues available to the City, but all the City's payments to the Engineer, 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 Engineer 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.

F. 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 1, 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 1, 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 Engineer not less than five business days prior to the termination date, but the City will pay the Engineer 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)

G. 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.

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

I. 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.

J. Entire Contract. This Contract represents the entire Contract between the City and the

Engineer 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.

K. Independent Contractor. The Engineer 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 Engineer or Engineer's officers or employees in the means, methods, or details of the work to be performed by Engineer.

L. 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.

M. 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.

N. 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.

O. 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)

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

Q. Standard of Care for Architects and Engineers. Services must be performed (1) 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, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

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

S. 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.

IV. Additional Terms or Conditions. None.

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

Exhibit A. Engineer's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing
- A-2. ARKK Engineers, LLC's Proposal, dated June 14, 2017 (8 pages)

Exhibit B. City's Additional Contract Documents:

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

OFFICE USE ONLY CERTIFICATION OF FILING

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

ARKK ENGINEERS, LLC
Houston, TX United States

Certificate Number:
2017-242769

Date Filed:
07/28/2017

Date Acknowledged:

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

CITY OF SUGAR LAND

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.

CIP WW1601

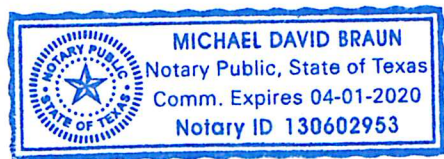
Engineering and Bid Phase Services for Wastewater Collection System Rehabilitation Project – Project D

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kasper, David	Houston, TX United States	X	
	Kilambi, Madhu	Houston, TX United States	X	
	Rudloff, John	Houston, TX United States	X	
	Andrews, James	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Madhu Kilambi

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said MADHU KILAMBI, this the 28th day of JULY, 2017, to certify which, witness my hand and seal of office.

Michael Braun

Signature of officer administering oath

MICHAEL BRAUN

Printed name of officer administering oath

NOTARY PUBLIC

Title of officer administering oath



June 14, 2016

Mr. Guillermo I. Salcedo, P.E.
Senior Engineer
City of Sugar Land
2700 Town Center Blvd. North
Sugar Land, Texas 77479

Re: **Proposal for Engineering & Bid Phase Services for City of Sugar Land's Wastewater Collection System Rehabilitation Project D (includes East Interceptor Phase III lines), CIP WW1601**

Dear Mr. Salcedo:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing final design and bid phase services for the City of Sugar Land's Wastewater Collection System Rehabilitation Project D.

The proposal is based on our understanding of the project as discussed in our previous meetings and conversations, and findings from the Preliminary Engineering Report for Project D. This phase of the on-going Rehabilitation Program targets the rehabilitation of wastewater mains located in the next highest priority project (Project D and segments of East Interceptor Phase III) of the City's wastewater collection system.

For your convenience this proposal consists of General Overview, Scope of Services, Fee, and Fee Schedule. See Attachment 'A' for a description the services.

The total fee for performing the services is the not to exceed amount of **\$209,550.00**

ARKK Engineers, LLC sincerely appreciates this opportunity to submit this proposal and we look forward to continuing our work with the City of Sugar Land.

Sincerely,

ARKK ENGINEERS, LLC

A handwritten signature in blue ink that reads "Madhu Kilambi".

Madhu Kilambi, P.E.
Senior Project Manager / Principal

Cc: Mr. Tim Jahn, P.E. – City of Sugar Land

ATTACHMENT 'A'

GENERAL OVERVIEW & PROJECT BACKGROUND

The City of Sugar Land's wastewater collection system includes approximately 1.7 million linear feet of wastewater pipe, more than 100 lift stations, approximately 10,310 sanitary sewer manholes, and two (2) wastewater treatment plants, the North Wastewater Treatment Plant (North WWTP), and the South Wastewater Treatment Plant (South WWTP). The flows to the two treatment plants are conveyed by gravity wastewater mains, force mains, lift stations, and gravity interceptor mains.

This proposal consists of providing engineering design and bid phase services for the rehabilitation of wastewater mains and manholes located throughout the City that were identified from the review and evaluation of television inspection video data performed during the preliminary engineering phase for "Wastewater Collection System Rehabilitation Project - Project D". Construction work related to Project B and Project C was completed previously and construction work related to Project C is close to completion.

This Engineering & Bid Phase Services proposal for Project D is based on a construction budget of \$3.5 million. The methods of rehabilitation for the sanitary sewer mains that will be considered will involve in-place rehabilitation techniques such as pipe bursting, cured-in-place pipe liner, and point repairs. This project will also include television inspection, manhole rehabilitation, manhole installation, service line reconnections, and associated work. Due to the nature of specialized rehabilitation work anticipated to be performed on the sanitary sewer lines, the rehabilitation work for this project will be designed and bid as two construction packages. Following is a summary of work anticipated to be performed as part the two packages:

- **Project D - Package 1** will include the rehabilitation of approximately **9,200** L.F. of 36" thru 48" of East Interceptor Phase III wastewater lines by trenchless method (cured-in-place pipe (CIPP) liner), including manhole rehabilitation work identified from the PER phase for Project D. Estimated Construction Cost of \$2.70 million.
- **Project D - Package 2** will include the rehabilitation of approximately **12,990** L.F. of 6" thru 18" wastewater lines by trenchless methods (pipe bursting or cured in place liner) including service reconnections, and manhole rehabilitation work identified from the PER phase for Project D. Estimated Construction Cost of \$0.805 million.

In summary, approximately **22,190** L.F. of 8" thru 48" wastewater lines including service reconnections, and manhole rehabilitation work will be rehabilitated as part of these two construction packages.

ARKK will design the rehabilitation of the designated sanitary sewer lines based on review of the available television inspection gathered during the preliminary engineering phase, site visits to the project areas, visual observation of the existing conditions of accessible project areas, and review of any available wastewater maintenance data from the City. Schematic layout maps will be prepared and utilized for the drawings portion of the construction documents in lieu of obtaining detailed topographic surveys. The design documents for the sanitary sewer rehabilitation work at several locations throughout the City will consist of schematic plans, details, and technical specifications. Based on prevailing unit prices, ARKK will include the rehabilitation design of additional priority sanitary sewer lines to these construction packages.

This proposal addresses the engineering services ARKK will provide the City of Sugar Land during the Final Design and Bid phase, as well as associated Geotechnical Engineering and other services necessary to support the two construction packages. This proposal does not include performing any Environmental Assessment studies for the project. This proposal also does not include any construction phase services. A separate proposal will be provided to the City for Construction Phase Services at a later date upon receipt of construction bids for this project. This proposal is separated into Basic Services (expected normal engineering design services) and Special Services (Geotechnical Engineering, Special Tasks, etc.).

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services

- Obtain information on the existing utility lines and pipelines in the various project areas.
- Obtain available record drawings on sanitary sewer lines designated for rehabilitation from the City.
- Coordinate with the City of Sugar Land and other governmental entities which may be impacted by the project.
- Meet with City to discuss and finalize design criteria and acquire pertinent information regarding the Project.
- Perform field investigation site visits to the accessible sanitary sewer main locations to obtain information on surface features and other information that could potentially impact the rehabilitation work. A full topographic survey will not be performed as part of this project.

- The design shall include the wastewater lines identified by the City that can be rehabilitated with the available estimated construction budget of approximately \$3.5 million that will be bid and constructed in two packages.
- Review approximately **9,990** L.F. of TV inspection video data associated with 36" thru 48" wastewater lines located along the East Interceptor Phase III alignment and note pertinent information that could affect the design and the rehabilitation methodology. The estimated construction cost for Package 1 is \$2.7 million (includes a 5% construction contingency).
- Review approximately **12,990** L.F. of TV inspection video data associated with 6" thru 18" wastewater lines located throughout the City and note pertinent information that could affect the design and the rehabilitation methodology. The estimated construction cost for Package 2 is \$0.8 million (includes a 5% construction contingency).
- Identify defects from the television inspection video data that could have an impact on the rehabilitation methodology and verify locations in the field if accessible.
- Visit the project areas and gather data that would affect the construction methodology.
- Review field investigation data and make recommendations on the proposed method of trenchless rehabilitation.
- Review manhole inspection data collected previously and recommend suitable rehabilitation methods.
- Prepare project drawings, technical specifications, and bidding documents based on anticipated improvements for both the construction packages.
- Provide updated construction cost estimate at the 60% completion stage for both the construction packages.
- Provide the City two (2) sets of 60% plan drawings and specifications for Package 1 Project for review and comments. Provide electronic copies of the documents as necessary.
- Provide the City two (2) sets of 60% plan drawings and specifications for Package 2 Project for review and comments. Provide electronic copies of the documents as necessary.

- Coordinate with the City of Sugar Land during the design phase for both the bid packages.
- Incorporate the City's 60% review comments into the plans and specifications for both the construction packages.
- Coordinate and submit plan drawings for Package 1 and Package 2 to private utility companies for review and comments.
- Meet with construction contractors to obtain input on prevailing rehabilitation costs and constructability options for the designated sanitary sewer lines for both the construction packages.
- Provide the City two (2) sets of 90% plan drawings and specifications for Package 1 Project for review and comments. Provide electronic copies of the documents as necessary.
- Provide the City two (2) sets of 90% plan drawings and specifications for Package 2 Project for review and comments. Provide electronic copies of the documents as necessary.
- Provide an updated construction cost estimates at the 90% completion stage for both the construction packages.
- Incorporate 90% review comments from the City for package 1 and Package 2 into the bid documents.
- Coordinate with Texas Commission on Environmental Quality (TCEQ) during the design phase.
- Submit a Chapter 217 Summary Transmittal Letter detailing the project's proposed improvements to TCEQ. Furnish necessary documentation to TCEQ for their review and approval.
- Incorporate appropriate comments from pertinent entities into the final bid documents for both the packages.
- Prepare a final cost estimate for the project for both the packages.
- Furnish three (3) sets each of construction documents to the City for both the packages. Provide electronic copies of the documents as necessary.

B. Special Services

Special services are those services that are beyond the basic services provided for in the scope portion of this proposal.

Geotechnical Services

- Obtain soil borings and geotechnical data and recommendations on representative line sections in the design package. Utilize a subcontract geotechnical firm mutually agreeable to the City and ARKK.
- Due to the trenchless nature (limited excavation) of the proposed sewer rehabilitation efforts, individual borings at each improvement location will not be obtained. A budget for obtaining soil borings is included. Soil data from projects if available will be utilized as needed.

Manhole Inspection

- a. This task involves inspecting approximately **220** manholes located along the wastewater lines designated for rehabilitation.
- b. ARKK personnel will inspect all accessible manholes to assess their condition and determine a rehabilitation methodology for repairing visible defects. Photographs of existing manholes will not be taken during these efforts. ARKK personnel will identify manholes showing significant distress (collapse, in need of immediate repair, heavy root intrusion) and notify the City. Man-Entry will not be performed as part of this inspection process.
- c. Any manholes requiring immediate attention or repair will be listed and provided to the City.

Permitting

- Coordinate with Texas Department of Transportation for improvements performed in their right-of-way (US 59, Highway 6, and US 90) and to obtain a construction permit.
- Furnish drawings to TxDOT for review. Please note that this is a preliminary permit. The construction contractor will submit additional documentation during the construction phase and obtain approval to proceed with construction.

II. BID PHASE SERVICES

- Assist the City in obtaining bids for both the bid packages. The City of Sugar Land will advertise the project and will absorb all related advertising costs. ARKK will coordinate with the City and will assist in developing the wording of the advertisement.
- Dispense construction documents from ARKK's office (or Civcast.com website) to potential bidders for both the packages.
- Notify local contractors specializing in trenchless sanitary sewer rehabilitation of the project.
- Conduct a pre-bid conference for potential bidders for both the packages. Prepare meeting agenda and minutes summary.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents.
- Prepare addendums as necessary.
- Attend bid opening(s) for the project (s).
- Prepare bid tabulation for the projects. Check the bids for mathematical errors and/or bid irregularities.
- Evaluate the bids and the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.
- Prepare of letter of recommendation for award of construction contract for both the construction packages.
- Attend and participate in City Council meeting to award the construction contract.
- Compile five (5) copies of the construction contract for execution by the Contractor and the City for both the construction packages.

SCHEDULE

ARKK will prepare engineering design documents suitable for bidding for Package 1 within 180 days of issuance of notice to proceed. Package 2 will bid within 60 days of Package 1 bid opening.

FEE

The fee for the services is included below. Due to the nature of work, it is recommended that a miscellaneous services fee amount be allocated to cover additional tasks and costs, which may occur during the progress of the work. Such tasks and costs will only be performed upon authorization from the City.

Design Services for two bid packages: Not to exceed amount of:	\$ 166,750.00
Geotechnical Services: Cost plus 10%	\$ 8,750.00
Manhole Inspection (220) : Not to exceed amount	\$ 9,900.00
Permitting: Lump sum amount of:	\$ 3,500.00
Bid Phase Services for two bid packages: not to exceed amount of:	\$ 9,650.00
Additional Rehabilitation Design Services: Not to Exceed amount of:	\$ 9,500.00
*Reproduction: Cost plus 10%	<u>\$ 1,500.00</u>
Total Design and Bid Phase Not to Exceed Fee:	\$ 209,550.00

ARKK Engineers, LLC will submit monthly progress invoices for all work completed to invoice date. Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 2.99 and direct cost plus 10% upon approval from the City. No additional services will be performed or invoiced without prior authorization from the City of Sugar Land.

ARKK Engineers, LLC appreciates the opportunity to submit this proposal and we look forward to continuing our work with the City of Sugar Land.

Sincerely,

ARKK ENGINEERS, LLC.



Madhu Kilambi, P.E.

Sr. Project Manager/Principal

Cc: Mr. Tim Jahn, P.E. – City of Sugar Land

Exhibit B-1

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. The Worker's Compensation policy shall include the All States Endorsement for construction contracts.
- N. Defense costs must be excluded from the face amount of the General Liability and Auto Liability policies.
- O. Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- P. 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

INSURANCE REQUIREMENTS-PROJECT SPECIFIC

City Staff shall determine the appropriate level of risk and assign the insurance requirements based on that risk. All

Insurance Documents will be reviewed by Purchasing and Risk.

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

Coverages Required & Limits (Figures Denote Minimums)

☒ Workers' Compensation Statutory limits, State of TX.

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

☒ 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

☒ 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
\$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: _____

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.



CERTIFICATE OF LIABILITY INSURANCE

ARKKE-1

OP ID: DT

DATE (MM/DD/YYYY)

07/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Securance Corporation Agency P.O. Box 420390 Houston, TX 77242-0390 Lawrence D. Daniels		CONTACT NAME: Lawrence D. Daniels PHONE (A/C, No, Ext): 713-977-6606 FAX (A/C, No): 713-785-6722 E-MAIL ADDRESS: lddaniels@securancecorp.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: American Casualty Company	
		INSURER B: National Fire Insurance	
		INSURER C: Continental Casualty Co. (CNA)	
		INSURER D: Hiscox	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	B5085716164	12/17/2016	12/17/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	B5085716164	12/17/2016	12/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	B5085716276	12/17/2016	12/17/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC585716231	12/17/2016	12/17/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			URA130217316	11/14/2016	11/14/2017	Limit 2,000,000 Agg 2,000,000

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

SEE ATTACHED ADDENDUM
Engineering and Bid Phase Services for Wastewater Collection System
Rehabilitation Project - Project D (CIP WW1601)

CERTIFICATE HOLDER**CANCELLATION**

CITY-22 City of Sugar Land Permits P. O. Box 110 Sugar Land, TX 77487-0110	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
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NOTEPAD

INSURED'S NAME ARKK Engineers, LLC

ARKKE-1
OP ID: DT

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Date 07/31/2017

BLANKET ADDITIONAL INSURED WITH BLANKET WAIVER OF SUBROGATION FOR GENERAL LIABILITY AND AUTO LIABILITY AND FOLLOW FORM UMBRELLA LIABILITY WHERE REQUIRED IN A WRITTEN CONTRACT ACCORDING TO ALL POLICY TERMS, CONDITIONS, AND POLICY PROVISIONS.

THE GENERAL LIABILITY AND AUTO LIABILITY COVERAGES INCLUDE PRIMARY AND NON-CONTRIBUTORY WORDING WITH 30 DAYS NOTICE OF CANCELLATION, EXCEPT FOR NON-PAYMENT OF PREMIUM, AND WHERE REQUIRED IN A WRITTEN CONTRACT IN ACCORDANCE TO POLICY PROVISIONS.

THE WORKERS COMPENSATION POLICY INCLUDES BLANKET WAIVER OF SUBROGATION AND 30 DAYS NOTICE OF CANCELLATION