

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

Over \$50K  
(Rev. 1-4-16)

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

**CITY OF SUGAR LAND**

**CONTRACTOR:**

**By:**

**By:** 

**Date:**

**Date:** 9/5/2017

**Title:**

**Title:** VP, Principal Engineer

**Company:** ESE Partners, LLC

APPROVED AS TO FORM:



**II. General Information and Terms.**

Contractor's Name and Address: ESE Partners, LLC  
1941 Park Row, Suite 120  
Houston, T 77084

Description of Services: Asbestos and Demolition Engineering Services

Maximum Contract Amount: \$122,450.00

Effective Date: On the latest of the dates signed by the 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 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 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 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

**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
- A-2. ESE Partners, LLC's Professional Asbestos and Demolition Engineering Services Proposal dated August 16, 2017, ESE Document No. PROP-14-0229-008 Rev 5 (8 pages)

Exhibit B. City's Additional Contract Documents:

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

**EXHIBIT A-1**

Certificate of Interested Persons with Certification of Filing

*(See Attached)*

**EXHIBIT A-2**

ESE Partners, LLC's Professional Asbestos and Demolition Engineering Services Proposal dated August 16, 2017, ESE Document No. PROP-14-0229-008 Rev 5

*(See Attached)*



August 16, 2017

Mr. Dave Hill  
Public / Private Partnerships Manager  
City of Sugar Land  
Economic Development Department  
2700 Town Center Blvd. North  
Sugar Land, TX 77479

**Re: Professional Asbestos and Demolition Engineering Services Proposal  
Former Central Prison Unit  
1 Circle Drive  
Sugar Land, Fort Bend County Texas  
ESE Document No.: PROP-14-0229-008 Rev 5**

Dear Mr. Hill:

Environmental Science and Engineering Partners, LLC (ESE) is pleased to submit this proposal to you for the above-referenced site. This proposal identifies the scope of work to be performed as well as the tasks necessary for its successful completion.

Sincerely,  
**ESE Partners, LLC**

A handwritten signature in black ink, appearing to read "Jason Binford".

Jason Binford  
Principal Environmental Consultant  
TDSHS Licensed Asbestos Consultant

A handwritten signature in blue ink, appearing to read "Tim O'Neil".

Tim O'Neil, PE  
Principal Engineer

**ESE Partners, LLC**

19416 Park Row, Suite 120 | Houston, Texas 77084

Tel: 281.501.6100 | Fax: 281.501.6105

[www.esepartners.com](http://www.esepartners.com)



**The Issue:**

Mr. Dave Hill of the City of Sugar Land has requested assistance from ESE with professional asbestos-containing materials (ACMs) consulting and demolition engineering services related to the planned asbestos abatement and demolition of the former Central Prison Unit located at 1 Circle Drive in Sugar Land, Fort Bend County, Texas (the Site).

**The Solution:**

ESE proposes to provide the City of Sugar Land with professional ACM consulting and demolition engineering services associated with conducting a supplemental ACM Survey and preparation of technical specifications and procurement documents for the proposed Central Prison abatement and demolition activities. ESE's proposed scope of work includes the following primary components.

Task 1 - Supplemental Asbestos Survey

Task 2 - Technical/Engineering Specifications and Procurement Support

Task 3 - ACM Abatement Monitoring Services

Task 4 – Archeological Scrape Monitoring

Task 5 – Reporting

Each of the proposed scope components is described in detail in the following sections.

*Task 1 – Supplemental Asbestos Survey* - ESE will provide the services and expertise necessary to complete a supplemental ACM survey of roofing and vapor barrier systems excluded during the initial campus-wide survey. Specifically, Building Nos. 9, 11, 12, 15, 35, 44, 45, 56, 61, 65, 67, 92(g), 98(a), 98(b), and 100 were not inspected for suspect roofing materials, vapor barriers, or any material that would otherwise require destructive methods. During the initial survey, roofing and vapor barrier systems were excluded from the scope of the initial survey since it was understood that these structures would be potentially occupied for temporary use by the City and that sampling for these materials in Building 45 would damage and/or degrade the structures. In addition to these structures, ESE will complete additional sampling of plaster surfacing materials. Sampling conducted in accordance with federal and state sampling protocols was completed during the initial survey. Relative to the plaster/surfacing material collected in Building 45, one (1) sample was determined to be asbestos containing while the others were determined to be non-asbestos containing. Rather than presuming that all surfacing materials in Building 45 is asbestos containing, ESE will conduct specifically targeted sampling of the plaster/surfacing material to further define the extent of the asbestos containing surfacing material in Building 45.

ESE will provide the services and expertise necessary to complete the supplemental sampling. The proposed scope of work required to meet those needs includes an ACM





site inspection by a Texas Department of State Health Services (DSHS) licensed/U.S. EPA accredited asbestos inspector. The inspection also includes sampling and analysis of suspect materials. The survey will include all accessible areas within the proposed study area. If suspect ACM media are sampled, samples will be analyzed by a NVLAP accredited DSHS licensed laboratory using Polarized Light Microscopy (PLM).

Upon completion of the site inspection and any necessary sampling and analysis, ESE will provide a report addendum relative to the sampled materials.

*Task 2 - Technical/Engineering Specifications and Procurement Support*

ESE will prepare the necessary technical documents, for inclusion by the City of Sugar Land into its formal public procurement package for the Central Unit ACM abatement and demolition project and provide general procurement support services. ESE's proposed scope of work includes preparation and/or execution of the following.

- Coordination with City of Sugar Land to review and obtain all available, pertinent and relevant facility drawings and schematics associated with construction details, utilities, transmission lines, foundations and slabs within the proposed area of demolition;
- Preparation of ACM Abatement and Demolition Technical Specifications and assistance with preparation of the City's procurement documents, indicated to likely be either an Invitation to Bid (ITB) or a Request for Proposals (RFP);
- Provide assistance to the City of Sugar Land in the preparation and review of all procurement documents;
- Provide technical support to the City of Sugar Land during any mandatory pre-bid conference, if one is required, and response to bidder/offeree questions / preparation of bid/proposal addendum documents; and
- Bid/proposal evaluation and contractor recommendation process.

Based on scope discussions with the City of Sugar Land, ESE anticipates the project scope to include ACM abatement of all site structures and demolition and removal of all structures, utilities, slabs, foundations and below grade structures (with the exception of historical building No's 9, 44, 45 and 61). ESE will coordinate with City of Sugar Land personnel to define, clarify and specify all necessary scope of work details to be incorporated into the specification and bid/proposal documents. The ITB or RFP, depending on the City of Sugar Land's chosen procurement method, and technical/engineering specification documents will be prepared in a manner to clearly detail the abatement and demolition scope of work as well as City of Sugar Land expectations related to permits, site control, waste management, environmental compliance, health and safety, site restoration and contract closeout. Additionally, the ITB or RFP will include a contractor Statement of Qualifications questionnaire addressing items such as bidder's performance on past contracts, judgments, claims, lawsuits,



experience with similar size/scope jobs, licenses, certifications, references, safety record and information on subcontractors.

ESE will assist the City of Sugar Land during any pre-bid conference, if one is required, which will be attended by all interested bidders. ESE personnel will walk the site with prospective bidders/offerors, ensure the scope of work and technical specifications are clearly understood and answer any questions which may arise. Additionally, ESE personnel will formulate responses to any written questions submitted by bidders/offerors and provide the City of Sugar Land the necessary information to submit formal responses and/or addendums to the bid/proposal documents and technical specifications.

Following receipt of properly submitted contractor bid/proposal packages, ESE will conduct an objective and unbiased evaluation of all contractor bids/proposals. In coordination with and under the direction of the City of Sugar Land, contractor bids/proposals will be evaluated in accordance with the requirements of Chapter 252 of the Texas Local Government Code. ESE will coordinate with City of Sugar Land staff to ensure consistency with State law and City purchasing policies. Once the bids have been tabulated or proposals have been evaluated, ESE will provide the City of Sugar Land with a written summary of the bid/proposal results and a recommendation for the lowest responsible bidder if the contract is being awarded pursuant to an ITB or the bidder who provides services at the best value for the City of Sugar Land if the contract is being awarded pursuant to a RFP.

As part of the procurement support services, ESE will provide the City of Sugar Land with the following services.

- Coordinate project meetings and correspondences/communications with contractors, facility owner/management and regulatory agencies;
- Review draft and final contract with elected contractor; and
- Conduct periodic site visits and consulting support during abatement and/or demolition activities.

### Task 3 – ACM Abatement Monitoring Services

ESE will provide all equipment, labor and supplies to provide the consulting and on site air monitoring support during the asbestos abatement of the former Central Prison Unit as described below.

- Collect pre-abatement baseline air samples at the facility.
- Inspect pre-cleaned and prepared abatement areas.
- Conduct third-party air-monitoring, with on-site analysis, during abatement.
- Provide on-site abatement inspections and project management of abatement activities to ensure adherence to project specifications and local, state and/or federal regulations.



- Conduct post-abatement final inspections and air monitoring.
- Provide abatement completion certification prior to final payment to ACM abatement contractor.

#### Task 4 - Archeological Scrape Monitoring

ESE proposes to partner with Goshawk Environmental Consulting, Inc to conduct archeological scrape monitoring in the vicinity of the dog kennels as recommended in the 2015 Intensive Mechanically Augmented Archeological Survey Report. The proposed scope of work includes the following primary components.

- Scope of Work preparation and Texas Antiquities Committee (TAC) permit Application.
- Field Archeologist scrape monitoring and documentation.
- Artifact analysis and curation.
- TAC Reporting.

The proposed field scraping is estimated to take two (2) days in the field and cover an area of approximately 4,000 square feet. It is assumed that the demolition contractor will provide all equipment and operators necessary to conduct scraping activities. Following completion of scraping activities and artifact analysis and curation, a report documenting all fieldwork conducted will be prepared and submitted to the Texas Historical Commission (THC) in accordance with the requirements of the TAC permit.

The proposed scope of work and cost estimate for Task 4 assumes that scraping monitoring results will be negative. In the event that unanticipated findings/artifacts are encountered, such circumstances will be considered out of scope. Field activities will be halted and site circumstances will be discussed with the City of Sugar Land along with recommendations for next steps.

#### Task 5 – Reporting

ESE will prepare a final written report documenting the abatement activities from the project.



### Investment and Schedule

ESE estimates the total cost of providing these services at **\$122,450** to be billed on a unitized basis in accordance with the rate schedule detailed below and Terms & Conditions. A summary of the overall project estimated budget is presented below.

Budget Estimate by Task	Units	Per Unit Cost	Cost
<b>Task 1 – Limited Asbestos Survey</b>	1	\$3,000	\$3,000
<b>Task 2 - Technical/Engineering Specifications and Bid Support</b>			
Technical/Engineering Specification Preparation (combined ACM abatement and demolition)	1	\$13,000	\$13,000
Procurement/Project Support (doc review, site walks, contractor meetings)	1	\$8,000	\$8,000
Bid/Proposal Evaluation, tabulation/ranking and recommendation	1	\$7,500	\$7,500
<b>Task 3 – Asbestos Air Monitoring Technician</b>	1160* (hrs)	\$63.75	\$73,950
<b>Task 4 - Archeological Scrape Monitoring</b>			
Scope of Work Preparation and TAC Permit Application	1	1	\$1,800
Scrape Monitoring and Reporting	1	1	\$6,000
Artifact Analysis and Curation	1	1	\$1,400
TAC Reporting	1	1	\$4,500
ESE Management, Coordination, Contracting and Oversight	1	1	\$1,800
<b>Task 5 – Final Closeout Report</b>	1	\$1,500	\$1,500
<b>Total Estimated Cost</b>			<b>\$122,450</b>

*\*Total estimated man-hours associated with asbestos abatement air monitoring are based on a 40-hour work week and include a 15% contingency. The total amount of air monitoring labor will ultimately be determined by the schedule of the asbestos abatement contractor. Actual costs of air monitoring will be set and agreed upon once the asbestos abatement contractor has been selected and has provided a viable abatement schedule.*



### General Assumptions

1. *Legal contract will be provided by City of Sugar Land. ESE's proposed scope of work does not include preparation of a legal contract.*
2. *City of Sugar Land will be responsible for bid/proposal advertisement, scheduling of pre-bid conference, if one, bidder/offeror site walks, bid/proposal openings and final contractor selection (following recommendation from ESE).*
3. *Any required legal support or assistance is the responsibility of City of Sugar Land.*
4. *City of Sugar Land will be responsible for project/schedule, contractor and contract management throughout the duration of the ACM abatement/demolition project.*
5. *City of Sugar Land will be responsible for review and approval of all contractor pay applications and determination of project percent complete.*
6. *City of Sugar Land will be responsible for all required aspects of material and waste management including review and approval of receiving facilities, review and signing of waste manifests, tracking of waste shipments and maintaining waste manifest records.*
7. *City of Sugar Land will be responsible for preparing any required monthly status and progress reports.*
8. *City of Sugar Land will be responsible for preparing any required Engineering Certifications of Completion following completion of the project.*

If site conditions require an increase in the above amounts, ESE will immediately provide justification and obtain approval from client for such an increase. Invoices will be submitted on a monthly basis for work completed during the respective billing period.

### Terms and Conditions.

- Task 1 assumes that up to 50 bulk samples will be collected and analysed by PLM. Additional samples, if requested or if required by rule, will be collected and analysed at an individual rate of \$7.20 per sample. If point counts are completed (only after client notification or upon client request), they will be invoiced at rate of \$27.50 per sample. Sampling methodology will be thorough and will include the roof, as requested. The sampling methodology is intended to be invasive and may damage interior and exterior building materials. These techniques will be discussed in advance of completing the survey, and by mutual agreement will be conducted in a manner to minimize damage to structures identified for preservation and or reuse.
- ESE assumes that we will have no problems with access to the Site.
- ESE's proposed scope of work assumes that ACM abatement and demolition will be procured as a single combined contract.



- Consultant's costs do not include abatement/demolition contractor costs. The abatement contractor will contract directly to City of Sugar Land.
- ESE has no control over contractor's level of effort or labor and, therefore, the actual duration of this project.
- All invoices for professional services performed by ESE will be due upon receipt.
- This proposal is valid for 120 days.

### **Authorization**

If this proposal meets your approval, please sign the work authorization below and email to Mr. Jason Binford at **jason@esepartners.com**. If you have any questions pertaining to this proposal, please call Mr. Binford at (281) 501-6100.

I hereby authorize ESE Partners, LLC to perform the specific activities described in ESE Document No.: PROP-14-0229-008 Rev 5.

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Authorized Signature – City of Sugar Land

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Date

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Printed/Typed Name

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Title

## **EXHIBIT B-1**

### **REQUIREMENTS FOR GENERAL SERVICES CONTRACT**

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

### **INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT**

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

- A.** The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability 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](mailto: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>X</u> Very High/High Risk	Medium Risk	Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
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

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

<u>X</u> Very High/ High Risk	Medium Risk	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.

X 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.