

**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: Craig Shrader, PSP**

**Date:**

**Date: August 24, 2017**

**Title:**

**Title: President**

**Company: Shrader Engineering Inc.**

**APPROVED AS TO FORM:**



**II. General Information and Terms.**

Engineer's Name and Address: Shrader Engineering  
750 Town & Country Blvd., Suite 650  
Houston, TX 77024

Project Description: Emergency Generators CIP MU1712

Maximum Contract Amount: \$101,790.00

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. Shrader Engineering Proposal Dated August 23, 2017 (11 pages)

Exhibit B. City's Additional Contract Documents:

B-1. Certificate of Interested Persons with Certification of Filing

B-2. Requirements for all Insurance Requirements (4 pages)

August 23, 2017

Jimmy Vandever  
*Construction Services Manager*  
City of Sugar Land  
111 Gillingham Ln  
Sugar Land, TX 77478

RE: Engineering Design Services Scope of Work and Fee Proposal for  
*City of Sugar Land Emergency Generators*  
*CIP MU1712*  
MOD 0 – Engineering Design Services – Rev. 2  
**SEI Project ID: 4771-COSL**

Dear Mr. Vandever:

We are pleased to offer our proposal for Engineering Design Services for the above referenced project. The scope of work outlined below is based on information and direction provided by City of Sugar Land (“the City”) and our general understanding of the project scope. Shrader Engineering (“SEI”) assumes this scope of work is inclusive of all requirements that can be reasonably interpreted from the information we have been provided to date.

#### **GENERAL SCOPE OF WORK**

The City has secured a grant through the Federal Hazard Mitigation Grant Program (HMGP) for the procurement and installation of emergency generators at two of their facilities. The first facility, 111 Gillingham Lane, is a campus that includes the tertiary Emergency Operations Center (EOC) and other maintenance related buildings. The second facility, 10405 Corporate Drive, is the City Hall Annex building. SEI was brought on board by the City to provide engineering design services.

#### **GENERAL SCOPE OF ENGINEERING DESIGN SERVICES**

The first phase of this project will include a preliminary engineering report to investigate the alternates that were proposed by the City. SEI will present options and associated costs and the City will choose a path forward. SEI will then engineer construction documents that can be used to bid out the path forward that was chosen.

### **Preliminary Engineering Report Phase**

The current HMGP grant is structured for two (2) total generators, one at the tertiary EOC and the other at the City Hall Annex building. The preliminary engineering report will include:

- A. Pros and cons of powering the entire tertiary EOC campus with one generator.
  - 1. Currently estimated at 500 kW, 480 V, 3 PH.
  - 2. Diesel versus natural gas to be discussed in the report.
  - 3. Size to be confirmed as part of the report.
- B. Pros and cons of splitting the tertiary EOC campus into two (2) generators.
  - 1. Sizes to be determined as part of the report.
  - 2. Diesel versus natural gas to be discussed in the report.
  - 3. Locations to be determined as part of the report.
- C. Review of possible location and confirmation of generator size at the City Hall Annex building.
  - 1. Currently estimated at 600 kW, 480V, 3PH.
  - 2. Diesel versus natural gas to be discussed in the report.
- D. Opinion of Probable Construction Costs for all options.
- E. SEI will also present the options in-person through one (1) presentation at the City.
- F. It appears that a Record of Environmental Consideration was filed for both sites so we do not anticipate additional environmental work. This scope excludes environmental work. Additional services may be added through future negotiation.
- G. We anticipate minor civil, structural, landscaping, and irrigation requirements and specialized sub-consultants in these disciplines are not included in this proposal. Additional services may be added through future negotiation.

### **Detailed Design Phase Services**

The Design Phase Services Scope described below is preliminary in nature but will include development of plans and technical specifications as necessary to convey the means and methods of construction for the emergency generators as chosen at the conclusion of the Preliminary Engineering Report Phase.

Major scope of work items will include:

- A. One (1) or two (2) generators at the tertiary EOC campus.

- B. One (1) generator at City Hall Annex building.
- C. Automatic transfer switches at all locations.
- D. Low voltage panel for generator specific loads.
- E. Sound attenuating enclosure for each generator.
- F. Diesel base tank, separate standalone tank, or natural gas service dependent on direction after PER
- G. Repairs to any landscaping, irrigation, fencing, or other ancillary items.
- H. Provide surveying work to generate a floodplain elevation certificate per FEMA requirements for up to three (3) generator sites. This certificate will be for the preconstruction/design phase. The grant will require a post-construction elevation certificate and that will be covered in our future construction phase services scope.

#### **Design Phase Services Inclusions**

In support of the design tasks described above, the following design phase services are to be provided:

- A. Cost Estimating
  - 1. Our scope includes development of a general cost estimate for the design scope described above; updated cost estimates will be included with final Design Submittal. Detailed take-offs or breakdowns are not included in the basic cost estimate.
- B. Utility Company Plan and Load Analysis Submittal
- C. Design Coordination
  - 1. Our design will be based on plans and technical specifications provided by your office during the design phase of the project.
  - 2. Send a complete set of your final design plans and specifications for our coordination review two (2) weeks prior to your request for our Final Plans release.



### **Design Phase Deliverables**

We propose the following schedule for this work. Durations are recommended minimums to allow for full project QAQC and due diligence based on the project scope:

<b>Project Milestones/Deliverable Schedule</b>	<b>Duration (Weeks)</b>	<b>Cumulative (Weeks)</b>
<b>1. Basic Tasks</b>		
<b>a. Preliminary Engineering Report</b>	<b>4</b>	<b>4</b>
<b>b. Client Review Period</b>	<b>1</b>	<b>5</b>
<b>c. 30% Design Review Submittal</b>	<b>2</b>	<b>7</b>
<b>d. Client Review Period</b>	<b>1</b>	<b>8</b>
<b>e. 60% Design Review Submittal</b>	<b>2</b>	<b>10</b>
<b>f. Client Review Period</b>	<b>1</b>	<b>11</b>
<b>g. 100% Design Review Submittal</b>	<b>2</b>	<b>13</b>
<b>h. Client Review Period</b>	<b>1</b>	<b>14</b>
<b>i. Final Design Submittal</b>	<b>1</b>	<b>15</b>

A. Format

1. Plans will be on backgrounds provided by your office in AutoCAD format.
2. All Plan and Specification submittals will be provided in electronic format (PDF).

### **Limited Bid Phase Services**

The City of Sugar Land will bid out the project through their own procurement department, but will still require SEI's assistance with the following tasks:

- A. Prepare a bid tab for use in the City of Sugar Land's Project Manual. Assist City of Sugar Land with incorporating bid tab, plans, and technical specifications into Project Manual.
- B. Attend one (1) Pre-Bid Conference in Sugar Land. Shrader will prepare and present a PowerPoint presentation at the Pre-Bid Conference.
- C. Answer Bid Questions / Contractor RFIs received from Procurement. Responses will be provided in Excel Spreadsheet format.

### **Limited Construction Phase Services**

Limited Construction Phase Services will be under a separate proposal at a later date.

### **Limits on Engineering and Design Work**

Any significant design changes requested after 60% review comments are addressed will be performed on an hourly basis, or agreed fixed cost.

### **Exclusions**

#### **A. Additional Work**

1. Any items not specifically referred to within this scope of work are not currently included in our proposal, but may be added through future negotiation. Engineering design work that exceeds the "Scope of Services" described will be performed on an hourly basis as requested or as approved in writing. Items such as the following, but not limited too, are specifically excluded:
  - a. Reproduction and Delivery Charges
  - b. Easements
  - c. Detailed Material Take-off
  - d. Utility Coordination
  - e. Additional Analysis Fault Current or Power Analysis
  - f. Energy Studies
  - g. Non-Documented Systems Survey and Circuit Tracing
  - h. Troubleshooting Contractor Work
  - i. Commissioning Services

### **ENGINEERING FEES**

Engineering Fees are based on Lump Sum and fixed rates for "To Be Determined" (TBD) labor should additional engineering services be required. General expenses have been included as part of the fees proposed and additional costs are detailed below. Lump Sum fees for the project tasks are as follows:

Preliminary Engineering Report.....	\$15,240.00
Design Phase Services .....	\$79,190.00
Bid Phase Services.....	\$6,960.00
Expenses.....	<u>\$400.00</u>
<b>Total Fees .....</b>	<b>\$101,790.00</b>

#### **ADDITIONAL EXPENSES**

Specialty reproduction such as Mylar or color are not included and will be billed at cost +10%.

#### **INSURANCE**

For your protection, we carry Comprehensive General Liability Insurance. Please see attached General Insurance Certificate.

#### **IMPLIED CONFIDENTIALITY**

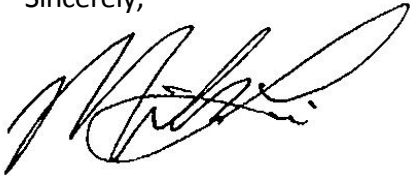
Our design documents are provided as an implied confidentiality agreement for this project only and may not be used or distributed except for the purpose of permitting, bidding, and construction of this project.

**NOTICE TO PROCEED**

We can begin work upon your Notice to Proceed. If you find our proposal acceptable and are in agreement with the conditions stated herein, please forward a copy of your Consultant Agreement for our review and execution. Please have electronic CAD files e-mailed to our office.

Thank you for the opportunity of working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Lai', with a stylized, cursive script.

Mike Lai, PE PMP  
*Associate / Project Manager*

*Enclosure: 2017 Rate Schedule, General Liability Insurance*

## **Schedule of Hourly Engineering Services Rates**

Effective 01/01/2017-12/31/2017

### **Engineering**

Design Engineer Level I .....	\$130.00
Design Engineer Level II .....	\$150.00
Design Engineer Level III .....	\$170.00
Project Engineer Level I .....	\$200.00
Project Engineer Level II .....	\$225.00
Project Manager.....	\$250.00
Principal .....	\$275.00

### **Drafting / Design**

CAD Technician Level I .....	\$100.00
CAD Technician Level II .....	\$115.00
CAD Technician Level III .....	\$135.00
Designer Level I .....	\$148.00
Designer Level II .....	\$162.00
Designer Level III .....	\$175.00

### **Information Technology / SCADA Programming**

Technology Systems Specialist .....	\$200.00
SCADA Systems Specialist .....	\$150.00

### **Administration**

Administrative Assistant .....	\$100.00
Clerical/Word Processing .....	\$80.00

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These rates are subject to a minimum 3 percent escalation for services provided in subsequent years.

Invoices are due upon receipt and are past due 45 days after invoice date. A finance charge of 1.5~percent per month will be charged on past due invoices.

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# Engineering Man-Hour and Expenses Estimate

City of Sugar Land Emergency Generators CIP MU1712

MOD 0 - Engineering Design Services - Rev. 2

SEI Project ID 4771-COSL



	<i>Project Principal</i>	<i>Project Mngr.</i>	<i>Sr. Project Engr.</i>	<i>Design Engr.III</i>	<i>CAD Tech. III</i>	<i>Admin. Assist.</i>	<b>Total Man-hours</b>	<b>Cost By Task</b>	<b>Total Expenses</b>	<b>Total Costs</b>
Description of Engineering Tasks	\$275.00	\$250.00	\$250.00	\$170.00	\$135.00	\$100.00				
<b>Preliminary Engineering Report</b>	-	14	22	32	-	8	<b>76</b>	<b>\$ 15,240</b>	<b>\$ 250</b>	<b>\$ 15,490</b>
Investigation of As-Built Conditions (2 Sites)	-	4	12	12	-	-	28	\$ 6,040	\$ 200	\$ 6,240
Tertiary EOC Campus Options	-	4	4	8	-	4	20	\$ 3,760	\$ -	\$ 3,760
City Hall Annex Generator	-	2	2	4	-	2	10	\$ 1,880	\$ -	\$ 1,880
Opinion of Probable Construction Costs	-	2	2	4	-	2	10	\$ 1,880	\$ -	\$ 1,880
Presentation to the City	-	2	2	4	-	-	8	\$ 1,680	\$ 50	\$ 1,730
<b>Design Phase Services</b>	8	62	86	158	38	30	<b>382</b>	<b>\$ 79,190</b>	<b>\$ 150</b>	<b>\$ 79,340</b>
Tertiary EOC Generator - Load Analysis / Size Generator	-	8	12	22	-	-	42	\$ 8,740	\$ -	\$ 8,740
Tertiary EOC Generator - Construction Drawings	-	10	20	40	20	-	90	\$ 17,000	\$ -	\$ 17,000
Tertiary EOC Generator - Technical Specifications	-	8	12	22	-	18	60	\$ 10,540	\$ -	\$ 10,540
FD/EMS Generator - Load Analysis / Size Generator	-	8	8	16	-	-	32	\$ 6,720	\$ -	\$ 6,720
FD/EMS Generator - Construction Drawings	-	10	12	24	10	-	56	\$ 10,930	\$ -	\$ 10,930
FD/EMS Generator - Technical Specifications	-	8	12	22	-	-	42	\$ 8,740	\$ -	\$ 8,740
Review Meetings (30/60/100)	-	10	10	12	-	4	36	\$ 7,440	\$ 150	\$ 7,590
QAQC (30/60/100)	8	-	-	-	8	8	24	\$ 4,080	\$ -	\$ 4,080
Surveying Work for Floodplain Certification	Sub-Contract to Kuo & Associates						-	\$ 5,000	\$ -	\$ 5,000
<b>Bid Phase Services</b>	-	4	10	18	-	4	<b>36</b>	<b>\$ 6,960</b>	<b>\$ -</b>	<b>\$ 6,960</b>
Prepare Bid Tab for Project Manual	-	-	2	4	-	-	6	\$ 1,180	\$ -	\$ 1,180
One (1) Pre-Bid Conference	-	2	4	6	-	-	12	\$ 2,520	\$ -	\$ 2,520
Answer Bid Questions / RFIs	-	2	4	8	-	4	18	\$ 3,260	\$ -	\$ 3,260
<b>TOTALS</b>	<b>8</b>	<b>80</b>	<b>118</b>	<b>208</b>	<b>38</b>	<b>42</b>	<b>494</b>	<b>\$ 101,390</b>	<b>\$ 400</b>	<b>\$ 101,790</b>

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/18/2017

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).

<b>PRODUCER</b> <b>USI Southwest</b> <b>9811 Katy Freeway, Suite 500</b> <b>Houston, TX 77024</b> <b>713 490-4600</b>	<b>CONTACT NAME:</b> <b>Zachary Vacek</b> <b>PHONE (A/C, No, Ext):</b> <b>713 490-4566</b> <b>FAX (A/C, No):</b> <b>713-490-4700</b> <b>E-MAIL ADDRESS:</b> <b>zachary.vacek@usi.com</b>														
<b>INSURED</b> <b>Shrader Engineering, Inc</b> <b>750 Town and Country Blvd., Suite 650</b> <b>Houston, TX 77024-4562</b>	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 480"><b>INSURER A : Hartford Fire Insurance Company</b></td> <td data-bbox="1433 453 1572 480"><b>19682</b></td> </tr> <tr> <td data-bbox="816 480 1433 508"><b>INSURER B : Hartford Underwriters Insurance</b></td> <td data-bbox="1433 480 1572 508"><b>30104</b></td> </tr> <tr> <td data-bbox="816 508 1433 535"><b>INSURER C : Argonaut Insurance Company</b></td> <td data-bbox="1433 508 1572 535"><b>19801</b></td> </tr> <tr> <td data-bbox="816 535 1433 562"><b>INSURER D :</b></td> <td data-bbox="1433 535 1572 562"></td> </tr> <tr> <td data-bbox="816 562 1433 590"><b>INSURER E :</b></td> <td data-bbox="1433 562 1572 590"></td> </tr> <tr> <td data-bbox="816 590 1433 617"><b>INSURER F :</b></td> <td data-bbox="1433 590 1572 617"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Hartford Fire Insurance Company</b>	<b>19682</b>	<b>INSURER B : Hartford Underwriters Insurance</b>	<b>30104</b>	<b>INSURER C : Argonaut Insurance Company</b>	<b>19801</b>	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER F :</b>															

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>61SBABX7473</b>	<b>10/01/2016</b>	<b>10/01/2017</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$500,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			<b>61SBABX7473</b>	<b>10/01/2016</b>	<b>10/01/2017</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION <b>\$10000</b>			<b>61SBABX7473</b>	<b>10/01/2016</b>	<b>10/01/2017</b>	EACH OCCURRENCE <b>\$2,000,000</b> AGGREGATE <b>\$2,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>61WECBK0531</b>	<b>10/01/2016</b>	<b>10/01/2017</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>C</b>	<b>Professional Liability</b>			<b>IAE134120</b>	<b>01/18/2017</b>	<b>01/18/2018</b>	<b>\$2,000,000 per claim</b> <b>\$2,000,000 annl aggr.</b>

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

**\*\* Workers Comp Information \*\*****Proprietors/Partners/Executive Officers/Members Excluded: All Executive Officers**

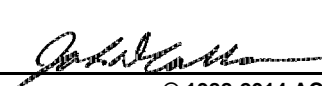
The General Liability, Automobile Liability and Umbrella Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

**Shrader Engineering, Inc.**  
**750 Town & Country Blvd., Ste. 650**  
**Houston, TX 77024-4562**

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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## DESCRIPTIONS (Continued from Page 1)

there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability, Automobile Liability and Umbrella Liability policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The Workers Compensation policy provides a Blanket Waiver of Subrogation when required by written contract.



# 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.**

Shrader Engineering Inc.  
Houston, TX United States

**Certificate Number:**  
2017-254065

**Date Filed:**  
08/24/2017

**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

**Date Acknowledged:**

**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 MU1712  
City of Sugar Land Emergency Generators

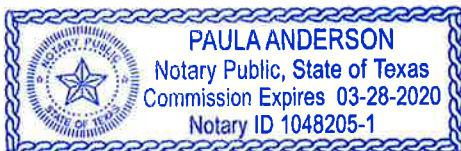
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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



### 6 AFFIDAVIT

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



*[Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Marbella Shrader, this the 25 day of August, 2017, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Paula Anderson  
Printed name of officer administering oath

Project Specialist  
Title of officer administering oath