

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

Over \$50K
(Rev. 9-5-17)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:

Date:

Date:

Title:

Title:

Company:



SUOHAKAR KALAGIA

11/17/2017

PRESIDENT

KIT PROFESSIONALS, INC.

APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address: KIT Professionals Inc.
2000 W. Sam Houston Parkway, Suite 1400
Houston, TX 77042

Description of Services: Reclaimed Water Supply Study

Maximum Contract Amount: Lump sum amount of \$98,620

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

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

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

III. Standard Contractual Provisions.

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

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all 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.

R. Prohibition on Contracts with Companies Boycotting Israel. Contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89). Under the provisions of this statute, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

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

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

S. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. *Chapter 552, Texas Government Code* (As required by RFQ 2017-26)

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. Form 1295 Certification of Filing (1 page)
- A-2. KIT Professionals Inc. Proposal (7 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (4 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.

Kit Professionals, Inc.
 Houston, TX United States

Certificate Number:
 2017-285124

Date Filed:
 11/16/2017

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.

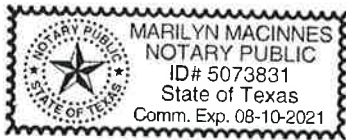
RFQ 2017-26
 Reclaimed Water Supply Study

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.



Sunil Komminen

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said SUNIL KOMMINEN I, this the 16th day of NOVEMBER 2017, to certify which, witness my hand and seal of office.

Marilyn MacInnes

 Signature of officer administering oath

MARILYN MACINNES

 Printed name of officer administering oath

NOTARY

 Title of officer administering oath

EXHIBIT A-2

CITY OF SUGAR LAND

RECLAIMED WATER SUPPLY STUDY

KIT Professionals Inc.

The City of Sugar Land (City) is coordinating an Integrated Water Resource Plan (IWRP) to identify a combination of capital projects, management strategies, and policies that will be both cost-effective and sustainable to meet the future water needs for the City. The intent of this Reclaimed Water Supply Study (RWSS) is to identify the potential reclaimed water supplies and customers that will then be evaluated as options in the IWRP process.

The City recognizes the need to have a clear vision and strategic direction for water supplies to meet the future water demands. Historically, the City met growing water demands through expanded groundwater wells. With the implementation of regulatory restrictions on groundwater withdrawals by the Fort Bend Subsidence District (FBSD) in 2014, the City was required to convert 30 percent of the City's total demand to alternative, or non-groundwater sources. The City approved the first Groundwater Reduction Plan (GRP) in 2008, which outlined the City's strategies for reducing dependence on groundwater supplies. The City partners with 17 other water providers in the region to achieve compliance with the FBSD regulations. The GRP strategy included securing surface water contracts and construction of the City's Surface Water Treatment Plant. Additional GRP strategy included expanded utilization of non-potable and reclaimed water for irrigation and amenity lake filling. Increased FBSD groundwater restriction requirements are scheduled for 2025, prompting the need for a thorough examination of the City's available alternative water supplies, including expanded reclaimed wastewater effluent use.

The City retained KIT Professionals, Inc. (KIT) to conduct the RWSS. The purpose of the RWSS is to identify the potential reclaimed supplies as well the customers who could utilize the water. Following is the Scope of Services that KIT would provide for RWSS. This scope of services is based on City's RFQ 2017-26 and discussions with City staff.

SCOPE OF SERVICES

1. Project Management / Meetings

- Conduct a project kickoff meeting to identify and establish a clear set of goals and objectives for the project based on City staff input, a review of critical success factors, key schedule milestones, and the preliminary data needs list.
- Coordinate progress meetings to review work completed to date, review schedule and planned work, and identify action items. Schedule and coordinate project meetings at key milestones. Coordination will include preparation of materials and exhibits or slides to facilitate discussions during meetings.
- Generate monthly status reports and invoices to be submitted together for review and approval by the City Project Manager.

Deliverables

- Project kickoff meeting agenda, minutes, presentation slides and list of data needs.

- Project progress meeting agenda, minutes, presentation slides, and handouts.

Assumptions

- This scope assumes participation of the City staff in the meetings and timely “buy-in” from the staff on key decisions related to the study.
- This scope assumes up to five progress meetings spread evenly over the duration of the project.

2. Data Collection and Review

KIT will gain an understanding of existing reclaimed water initiatives in the City and neighboring communities through:

- Review of non-potable and reclaimed water studies that the City has completed. Also, review the City’s approved Water Master Plan and Wastewater Master Plan.
- Collect and review other wastewater reclaimed studies being performed in the region including but not limited to, City of Sugar Land South Reclaimed Facility, New Territory Reuse Facility, and Region H.
- Based on review of collected studies, develop a summary of planning parameters to be used for developing information for purposes of this study.

Deliverables

- List of studies and reports reviewed.
- Confirmed planning parameters, i.e., timeline, extent.

Assumptions

- City will provide the necessary reports and study results for KIT’s review.

3. Identify Reclaimed Water Opportunities for Existing Conditions

KIT will identify and quantify potential reclaimed water opportunities in the City and ETJ for existing development projects which includes:

- Collect and review metered City and GRP customer information for those non-potable uses (i.e. HOA irrigation, commercial irrigation, amenity lake filling, ROW irrigation, golf course irrigation, park and greenspace irrigation) to develop estimates of non-potable water uses in the City and ETJ.
- Collect and review commercial and industrial water usage data to evaluate opportunities for non-potable water uses.
- Determine diurnal demand curves for major customer type, if data is available.
- Preliminarily assess the potential to integrate reclaimed water for a few major water users. This will require coordination with the City staff and selected major non-potable water users through a targeted outreach process (e.g., survey, phone calls).
- Prepare a map showing existing areas of high non-potable demands that may represent reclaimed potential.
- Conceptually assess the direct potable reuse as an option for long-term water resources planning.
- Identify and map the locations of existing and future WWTPs.
- Collect and review existing WWTP data to estimate the maximum permitted flow rate, actual flow rate, and actual minimum flow rate from each identified WWTP.
- Using the potential high non-potable demand areas, identify and map the locations of potential sewer mining and decentralized facilities.

- Identify potential wastewater reclaimed opportunities based on the information collected and analysis conducted.

Deliverables

- Maps of potential reclaimed water users, key wastewater infrastructure and potential decentralized facilities locations.
- Outreach process questionnaire or framework.

Assumptions

- City will provide the GIS shapefiles of wastewater infrastructure and reclaimed water users.
- City will provide the necessary data to develop the list of reclaimed water users and their demands using the billing data for water and wastewater.
- City will provide available information related to wastewater flows at key locations (e.g., lift stations) to determine the potential for decentralized facilities.
- City will assist with outreach process, i.e., contacting high non-potable water users and assessing their level of interest to integrate reclaimed water.

4. Identify Reclaimed Water Opportunities for Future Development

KIT will evaluate the relative potential of wastewater reclaimed for future development projects in the City and ETJ which will be based on:

- Projections of population, water demand, wastewater production, and planning parameters, develop estimates of total wastewater reclaimed potential.
- Planning parameters developed in Task 2, provide planning level estimates of probable costs for future reclaimed projects.

Based on the evaluation, KIT will identify appropriate phasing of reclaimed water opportunities.

Deliverables

- List of reclaimed water opportunities for future development in City and ETJ areas.

Assumptions

- City will provide information on planned development in the undeveloped areas within the City limits and ETJ areas. This information will include potential development that will occur by 2025 and 2040.
- City will provide available information related to annexation plans and their timing.

5. Budgetary Cost Opinions Development

KIT will develop an understanding of potential costs associated with implementing reclaimed water projects for existing developments. Planning level cost opinions will be developed per the Association for Advancement of Cost Engineering International's (AACEI) guidelines and will include:

- Development of conceptual plans for implementing reclaimed water opportunities identified. Conceptual plans will include improvements to existing WWTP facilities (i.e., filtration, storage, pump stations, and distribution lines).
- Development of planning level estimates of probable capital costs for reclaimed water opportunities identified.

- Development of planning level life-cycle costs for the identified reclaimed water opportunities. Costs to include debt service, operation, and maintenance.
- Determination of appropriate phasing.

Deliverables

- Planning level cost opinions for candidate reclaimed water projects for existing system.
- Planning level cost opinions for reclaimed water projects in future development.

Assumptions

- City will provide drawings and pertinent treatment process information for the City-owned wastewater treatment plants (WWTPs).
- City will provide information related to available real estate at WWTPs and major lift stations.
- City will provide the bid estimates for recently bid water and wastewater infrastructure projects for validation purposes.
- Planning-level cost opinions will meet the AACEI Class 4 requirements.

6. Identify Benefits, Issues, and Constraints for Reclaimed Water Projects

KIT will develop an understanding of potential issues and constraints, as well as possible advantages, in developing reclaimed water projects which will include:

- Conceptual identification of potential regulatory, technical, contractual and administrative issues and constraints.
- Identification of potential feasibility issues like real estate, major highway crossings, etc.
- Identification and quantification, where applicable, possible advantages in the development of reclaimed water projects.

Deliverables

- Summary of potential regulatory, technical, contractual, administrative, feasibility issues and constraints for the candidate reclaimed water projects identified in Tasks 3 and 4.

7. Recommendations and Report Preparation

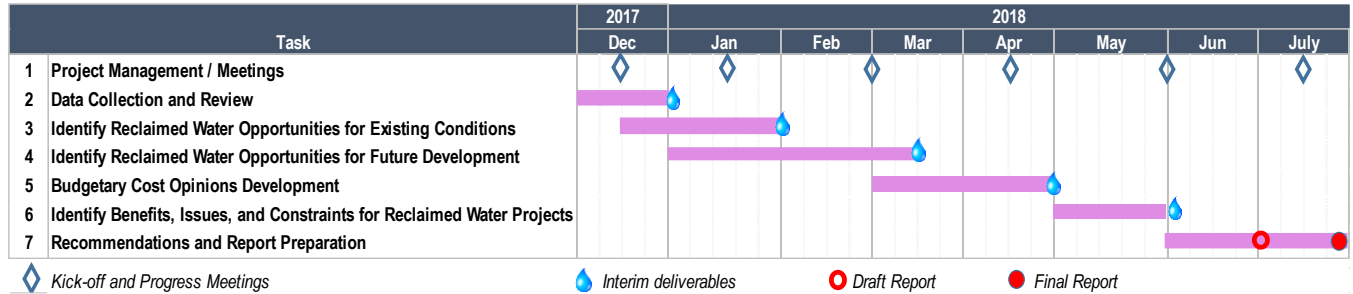
KIT will develop and submit a report of findings that includes a summary of results of the analysis from Tasks 1-6, identification of potential reclaimed water opportunities, evaluation of probable costs, and identification of issues and constraints. Included in the deliverable is a GIS map and data files for the reclaimed infrastructure plan. Coordination with the IWRP Consultant will be required to ensure that the deliverable for this project is in the format needed for the IWRP.

Deliverables

- Draft report as an electronic copy for City's review.
- Signed and sealed final report in electronic and hardcopy formats (6 copies).

SCHEDULE

KIT proposes conducting the study over a duration of eight months as shown below. Schedule includes some overlap of tasks to complete the study in a timely manner. Schedule assumes timely receipt of data to conduct the study.



FEE ESTIMATE

KIT will complete Tasks 1-7 for a not-to-exceed lump sum fee of \$98,620. The task-by-task fee estimates are shown in the table below. Detailed level of effort and fee estimate is included in the attachment.

Task No.	Task	KIT Fee Estimate
1	Project Management / Meetings	\$9,680
2	Data Collection and Analysis	\$6,440
3	Identify Reclaimed Water Opportunities for Existing Conditions	\$21,700
4	Identify Reclaimed Water Opportunities for Future Development	\$14,400
5	Budgetary Cost Opinions Development	\$13,520
6	Identify Benefits, Issues, and Constraints for Reclaimed Water Projects	\$12,320
7	Recommendations and Report Preparation	\$17,760
	Subtotal Labor	\$95,820
	Mark-up on Sub-consultants (at 10%)	\$2,000
	Expenses (Printing, Binding, Courier)	\$800
	Total Fee Estimate (Lump Sum)	\$98,620

LEVEL OF EFFORT / FEE ESTIMATE

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

- A. The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- B. A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	X123456	01/01/1900	01/01/1900	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWN AUTOS	Y	Y	123456789	01/01/1900	01/01/1900	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 RETENTION \$	Y	Y				EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	01234	01/01/1900	01/01/1900	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Builder's Risk Professional Services	Y	Y	123456	01/01/1900	01/01/1900	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

CERTIFICATE HOLDER City of Sugar Land P.O. Box 110 Sugar Land, TX 77487-0110 Attention: Purchasing Office	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE
--	--

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

Complete the certificate of insurance with the information

listed below:

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

**INSURANCE REQUIREMENTS
RECLAIMED WATER SUPPLY PLAN**

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

Coverages Required & Limits (Figures Denote Minimums)

<input checked="" type="checkbox"/> Workers' Compensation	Statutory limits, State of TX.		
<input checked="" type="checkbox"/> Employers' Liability	\$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate		
<input checked="" type="checkbox"/> Commercial General Liability:			
	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

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