

**CITY OF SUGAR LAND
STANDARD CONTRACT FOR SMALL CONSTRUCTION PROJECTS**

I. General Information and Terms.

Contractor's Name and Address: Progressive Commercial Aquatics, Inc.
2510 Farrell Road
Houston, Texas 77073
Phone: 281-982-0212
Fax: 281-443-1524

Description of Services: Renovation of City Park Pool and Decking
BuyBoard Contract No. 533-17-Plaster, Deck,
Laterals & Media

Maximum Contract Amount: \$80,134.32

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

Termination Date: (See C.III)

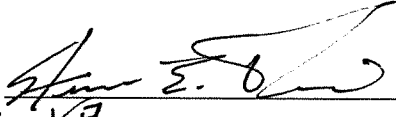
Contract Parts: This Contract consists of the following parts:

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

CITY OF SUGAR LAND

CONTRACTOR:

Name: _____
Title: _____
Date: _____

By: 
Title: VP
Date: 12-22-2017
Address: 2510 Farrell Road Houston TX 77073
Date: _____
Phone: 281-982-0212
Email: Steve.P.proaquatic.com

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will perform and provide all labor, materials, equipment, services, and work necessary to construct, erect, install, equip and complete the services described in this Contract under the terms and conditions of this Contract. As clarification to certain work and service items shown in Contractor's Price Quote Dated September 21, 2017 attached to this Contract, the Contractor must:

- (a) Completely chip out the entirety of the old pool plaster and re-plaster the entire pool with a new plaster with a seven-year warranty.
- (b) Replace the 330 SF cool deck coating on the deck around the perimeter of the pool and replace the expansion joint material.
- (c) Replace 100 LF of deck drain on the north side of the pool.
- (d) Replace the old sand/gravel with new sand/gravel;
- (e) Replace the laterals and lid.
- (f) Replace the media in the two pool filters located in the maintenance fence.

The Contractor must obtain and pay for all permits and licenses required to perform the Work. The Contractor bears the cost of complying with and correcting violations of the applicable laws, rules, regulations and requirements of public authorities.

B. Billing and Payment.

- (1) The Contractor will bill the City for the services provided at intervals of at least 30 days, except for final billing. The City will pay the Contractor for the services provided for in this Contract from 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.
- (2) The Contractor must submit a signed pay application requesting payment from the City that includes information requested by the City.
- (3) The City may withhold from the Contractor's payments amounts necessary to protect the City against any potential loss resulting from the Contractor's:
 - (a) Failure to properly pay its suppliers or subcontractors;
 - (b) Damage to City property; or
 - (c) Performance or failure to perform under this Contract.

(4) To receive the final payment, the Contractor must submit to the City:

- (a) Full, final and unconditional releases of lien from all subcontractors performing labor and suppliers providing materials for the services;
- (b) The Affidavit of Bills Paid attached to this Contract; and
- (c) All warranty documentation, assignments of all warranties to the City, and all operations and maintenance manuals.

C. Termination Provisions.

- (1) Unless terminated earlier as allowed by this Contract, this Contract terminates when the City makes final payment to the Contractor for the Contractor's services. But, the Contractor's warranty obligations survive termination of this Contract. The work and services must be completed within 60 days of the date of the notice to proceed.
- (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 Work 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. Labor Classification and Minimum Wage Scale. The Contractor must comply and require its subcontractors to comply with Chapter 2258, Tex. Texas Gov't Code. The Contractor and all subcontractors must pay the prevailing wage rates shown in the attached Labor Classification and Minimum Wage Scale. If the Contractor or a subcontractor violates this paragraph, it must forfeit to the City, as a penalty, \$60.00 per calendar day or part of the day that the worker is paid less than the required wages.

E. Removal of Debris. Contractor must clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area. The City will remove the old media. The Contractor must clean up the project site at the end of the work and services and remove all remaining equipment, scrap materials and temporary structures. The Contractor must restore the portion of the site that is not the subject of this Contract to a comparable condition that it was in when the work began.

F. Materials. Unless the Contract provides otherwise, all materials incorporated into the services must be new and free from defects.

G. Safety and Damage to Property. The Contractor must initiate, maintain and supervise all safety precautions and programs in connection with the Work, as directed by the City. The

Contractor must replace or repair, at its sole cost, public or private property damaged, destroyed, or removed by the Contractor during the Work.

H. Warranty. The Contractor warrants and guarantees:

- (1) Its services pertaining to the plaster against defects in material and workmanship for a period of seven years from the date of delamination;
- (2) All other of its services against defects in material and workmanship for a period of one year from the date the City makes final payment to the Contractor.

The City will promptly notify the Contractor in writing if the City observes any part of the work that does not comply with the Contract during the applicable warranty period. The Contractor must promptly correct the part of the work that does not comply with the Contract. If the Contractor does not correct the work within 30 days of receiving the City's written notice, the City may seek any remedies provided by law, or correct the work and charge the Contractor the City's actual cost of correcting the work. If the City corrects the work, the Contractor must pay the City's cost within 30 days of receipt of an invoice from the City. The Contractor's warranty obligations survive termination of the Contract.

I. Inspections. The City may periodically inspect the Contractor's work and advise the Contractor in writing of any deficiencies in the work or, if there are none, that the Contractor's work has been accepted. The Contractor must perform the additional work and provide all materials, equipment, and services as may be necessary to correct errors in the Contractor's services required under this Contract without undue delays and additional cost to the City. The City's acceptance of work does not relieve the Contractor of its obligations to comply with the terms of this Contract.

J. Subcontractors. The Contractor may use a subcontractor to perform parts of the work but may not award work to subcontractors, the total value of which exceeds 50% of the Maximum Contract Amount, without the Owner's prior written approval.

K. Preconstruction Meeting Submittals. The City may require the Contractor to attend a preconstruction meeting and provide information at the meeting relating to the work to be performed that the City determines is reasonably necessary to complete the work in compliance with the Contract.

L. 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.

M. Assignment. The Contractor may not assign this Contract without the City's prior written approval.

N. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

O. 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.

P. Independent Contractor. 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 under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to insure the safety of Contractor's officers, employees, and agents.

Q. 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.

R. 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.

S. 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.

T. 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)

U. 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.

V. BuyBoard Compliance. The Contractor must comply with the requirements of the BuyBoard Cooperative Purchasing Proposal No. 533-17 (Swimming Pool Chemicals, Supplies and Equipment).

W. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its work under this Contract.

X. 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.

Y. 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.

Z. Payment Bond. A payment bond in the form attached to this Contract and in the amount of \$80,134.32 must be submitted to the City within ten days of execution of this Contract.

IV. Additional Terms or Conditions. None.

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

A. Contractor's Additional Contract Documents

1. Contractor's Price Quote Dated September 21, 2017 (3 pages)
2. Certificate of Interested Persons (1 page)
3. House Bill 89 Verification (1 page)

B. City's Additional Contract Documents

1. Labor Classification and Minimum Wage Scale (5 pages)
2. Payment Bond (3 pages)
2. Workers' Compensation Insurance Coverage Addendum (3 pages)
3. Requirements for all Insurance Documents (4 pages)
4. Affidavit of Bills Paid (2 pages)

ATTACHMENT NO. A-1
Contractor's Price Quote Dated September 21, 2017



Progressive Commercial Aquatics

2510 Farrell Rd
Houston TX
77073 281-982-0212

Quote

Quote #: Q3077
Date: 9/21/2017
Shipping Method:
Salesperson: Kelley
Exp Date: 1/19/2018

Bill To

City of Sugar Land (SUGARL)
BuyBoard# 533-17 -Plaster, Deck, Laterals & Media

Ship To

City of Sugar Land (SUGARL)
BuyBoard# 533-17 -Plaster, Deck, Laterals & Media
Attn A/P
PO Box 110
Sugar Land TX
77487-0110 281-275-2700

Item	Description	Qty	UOM	Unit Price	Tax	Total
PLASTER	Total Strip 4850sqft - New Premium White Plaster	1	EA	\$34,040.00	\$0.00	\$34,040.00
NONSTOCK	Epoxy injection cracks to -OPTIONAL- add \$500	1	EA	\$500.00	\$0.00	\$500.00
TILE	Add four missing depth deck markers	1	EA	\$140.00	\$0.00	\$140.00
NONSTOCK	Replace 110LF of deck drain	1	EA	\$6,500.00	\$0.00	\$6,500.00
NONSTOCK	3300 SF deck coating	1	EA	\$19,525.00	\$0.00	\$19,525.00
NONSTOCK	Replace expansion joints - 315LF	1	EA	\$1,950.00	\$0.00	\$1,950.00
NONSTOCK	Chemicals and cure phase maintenance	1	EA	\$1,500.00	\$0.00	\$1,500.00
06632-LAT	Lateral Retro Fit 06632 Astral	2	EA	\$513.16	\$0.00	\$1,026.32
723R4140120	Astral Commercial Filter Lid O-Ring (Vert / Horz)	2	EA	\$64.00	\$0.00	\$128.00

EXMPT \$0.00

Total Weight of Items 0 lbs

Notes BUYBOARD labor billed at \$90/Hour. Filter components billed at 10% discount according to buyboard contract.
Keep Existing Lane Lines/Targets - City responsible for fill water
Existing sand and gravel to be set outside pump room in the grass. Removing old media to be the resonsibility of the Parks Dept.
7 year plaster warranty from delamination. 1 year warranty on remaining project.
Project timeline: 60 days from notice to proceed.

Total \$80,134.32
Tax Total \$0.00
Grand Total \$80,134.32

There will be a 25% restocking fee on all returned items.
Non-Taxable \$80,134.32

Thank you for your business



Progressive Commercial Aquatics

2510 Farrell Rd
Houston TX
77073 281-982-0212

Quote

Quote #: Q3077
Date: 9/21/2017
Shipping Method:
Salesperson: Kelley
Exp Date: 1/19/2018

Bill To

City of Sugar Land (SUGARL)
BuyBoard# 533-17 -Plaster, Deck, Laterals & Media

Ship To

City of Sugar Land (SUGARL)
BuyBoard# 533-17 -Plaster, Deck, Laterals & Media
Attn A/P
PO Box 110
Sugar Land TX
77487-0110 281-275-2700

Item	Description	Qty	UOM	Unit Price	Tax	Total
GRAVEL 50#	Gravel for filter 50# bag	60	EA	\$11.50	\$0.00	\$690.00
SAND 50#	Filter sand 50# bag	190	EA	\$11.50	\$0.00	\$2,185.00
LABOR	Installing Laterals and new media	1	EA	\$4,860.00	\$0.00	\$4,860.00
FREIGHT	Freight charges for Filter Parts	1	EA	\$115.00	\$0.00	\$115.00
NONSTOCK	Clean coping and grout. Replace any missing/damage	1	EA	\$3,600.00	\$0.00	\$3,600.00
NONSTOCK	Inspect Main Drains-install new SS screws NOCHARGE	1	EA	\$0.00	\$0.00	\$0.00

EXMPT \$0.00

Total Weight of Items 0 lbs

Notes BUYBOARD labor billed at \$90/Hour. Filter components billed at 10% discount according to buyboard contract.

Keep Existing Lane Lines/Targets - City responsible for fill water
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Tax Total \$0.00
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Thank you for your business

2 of 3

Non-Taxable \$80,134.32



Progressive Commercial Aquatics

2510 Farrell Rd
Houston TX
77073 281-982-0212

Quote

Quote #: Q3077
Date: 9/21/2017
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Bill To

City of Sugar Land (SUGARL)
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BuyBoard# 533-17 -Plaster, Deck, Laterals & Media
Attn A/P
PO Box 110
Sugar Land TX
77487-0110 281-275-2700

Item	Description	Qty	UOM	Unit Price	Tax	Total
NONSTOCK	All new eyeball fittings, three new skimmer lids	1	EA	\$275.00	\$0.00	\$275.00
NONSTOCK	Clean existing perimeter tile grout	1	EA	\$650.00	\$0.00	\$650.00
NONSTOCK	Payment Bond - Customer Requested	1	EA	\$2,450.00	\$0.00	\$2,450.00

EXMPT \$0.00

Total Weight of Items 0 lbs

Notes BUYBOARD labor billed at \$90/Hour. Filter components billed at 10% discount according to buyboard contract.

Keep Existing Lane Lines/Targets - City responsible for fill water
Existing sand and gravel to be set outside pump room in the grass. Removing old media to be the responsibility of the Parks Dept.
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Total \$80,134.32
Tax Total \$0.00
Grand Total \$80,134.32

There will be a 25% restocking fee on all returned items.

Thank you for your business

3 of 3

Non-Taxable \$80,134.32

ATTACHMENT NO. A-2
Certificate of Interested Persons

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.**

Progressive commercial Aquatics, Inc.
Houston, TX United States

Certificate Number:
2017-293445

Date Filed:
12/13/2017

Date Acknowledged:

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

City of Sugar Land

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

City Pool
Swimming pool plaster replacement, deck refurbishment and pool filter repairs.

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 of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ATTACHMENT NO. A-3
House Bill 89 Verification

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Kelley Humble, the undersigned representative of
(Person name)

Progressive Commercial Aquatics, Inc.
(Company or Business name)

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

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2270.001, Texas Government Code:

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

11/13/17
DATE

Kelley Humble
SIGNATURE OF COMPANY REPRESENTATIVE

ATTACHMENT NO. B-1
Labor Classification and Minimum Wage Scale

General Decision Number: TX170080 04/21/2017 TX80

Superseded General Decision Number: TX20160080

State: Texas

Construction Type: Heavy

County: Fort Bend County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines

(Does Not Include Flood Control)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/06/2017

1 04/21/2017

* SFTX0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire		
Sprinklers).....	\$ 29.03	15.84

SUTX2005-020 06/14/2005

	Rates	Fringes
CARPENTER.....	\$ 14.38	0.00

CEMENT MASON/CONCRETE FINISHER...	\$ 11.37	1.13
ELECTRICIAN.....	\$ 18.40	1.34
Formbuilder/Formsetter.....	\$ 13.35	1.17
IRONWORKER, REINFORCING.....	\$ 11.29	0.00
Laborers:		
Common.....	\$ 8.95	0.00
Landscape.....	\$ 7.35	0.00
Mason Tender Cement.....	\$ 9.96	0.00
Pipelayer.....	\$ 10.31	0.91
PIPEFITTER.....	\$ 17.00	0.04
POWER EQUIPMENT OPERATOR:		
Backhoe.....	\$ 12.08	0.00
Bulldozer.....	\$ 10.44	0.00
Crane.....	\$ 12.67	0.45
Excavator.....	\$ 16.74	0.00
Front End Loader.....	\$ 10.68	1.42
Grader.....	\$ 12.20	1.48
Tractor.....	\$ 12.38	1.51
TRUCK DRIVER.....	\$ 12.28	0.98

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates

reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT NO. B-2
Payment Bond

PAYMENT BOND

Bond No. _____

Name of Surety: _____

Name of Contractor, as Principal: _____

Name of Owner, as Obligee: City of Sugar Land, Texas

Name of Project: _____

CIP Project No. _____

Date of Contract: _____

(Not before Bond execution date)

Bond Amount (Contract Price): _____

RECITALS:

The Contractor has executed a Contract with the Owner for construction of the Project in the City of Sugar Land. The Contract requires the Contractor to furnish this Payment Bond.

AGREEMENT:

The Surety and Contractor enter into this Payment Bond and bind themselves in favor of the Owner. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

- 1. CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Payment Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.

[The Legal Department has prepared this form Payment Bond for use by City employees without further legal review. The form allows for the Surety to insert information in specific provisions as necessary to complete the Payment Bond. The remaining Payment Bond provisions are "read only" and may only be changed by the Legal Department.]

2. **PAYMENT BOND BENEFICIARIES.** This Payment Bond is solely for the protection and use of the Payment Bond beneficiaries pursuant to Chapter 2253, Tex. Gov't Code.
3. **DURATION OF BOND OBLIGATION.** This Payment Bond remains in effect until the Contractor pays all the Payment Bond beneficiaries as required by Chapter 2253, Tex. Gov't Code and the Contract.
4. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Substantial Completion Date, the Contract Price, the amount of liquidated damages, or the Work to be performed.
5. **GOVERNING LAW AND VENUE.** Texas law governs this Payment Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Fort Bend County, Texas.
6. **INCORPORATION OF STATUTE.** This Payment Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Payment Bond shall be determined in accordance with that Chapter.
7. **SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

Contractor:

(Typed Firm Name)

(Seal)

By: _____

(Signature—Attorney in Fact)

(Printed Name)

(Title)

Surety:

(Typed Firm Name)

(Seal)

By: _____

(Signature—Attorney in Fact)

(Printed Name)

(Title)

(Physical Address)

(Mailing Address)

(Telephone No. with Area Code)

(Date of Execution)

(Physical Address)

(Mailing Address)

(Telephone No. with Area Code)

(Date of Execution)

(Attach original Power of Attorney. Attach document with registered agent's name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).

ATTACHMENT NO. B-3
Workers' Compensation Insurance Coverage Addendum

WORKERS' COMPENSATION INSURANCE COVERAGE ADDENDUM

These reporting requirements for Workers' Compensation Coverage are mandated by Section 406.096, Texas Labor Code, and the Texas Workers' Compensation Commission Rule, 28 TAC Sec. 110.110, and apply to all building or construction projects for the City of Sugar Land.

1. Definitions:

Certificate of coverage ("certificate") means a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on the Project, for the duration of the Project.

Duration of the Project means the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and accepted by the City.

Persons providing services on the Project ("subcontractor" in the Texas Labor Code §406.096) means all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, section 401.011(44), for all employees of the Contractor providing services on the Project, for the duration of the Project.

[The law requires this form with the exact language shown. No changes can be made to this addendum.]

3. The Contractor must provide a certificate of coverage to the City prior to being awarded the Contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on the Project, and provide to the City:

- (a) a certificate of coverage, prior to that person beginning work on the Project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

7. The Contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

8. The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the Project, for the duration of the Project;
- (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- (d) obtain from each other person with whom it contracts, and provide to the Contractor;
 - (1) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- (e) retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the City to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

ATTACHMENT NO. B-4
Requirements for all Insurance Documents

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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

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



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): FAX (A/C, No):	
INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Insurance Carrier	NAIC # 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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y H	X123456	01/01/1900	01/01/1900	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> 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) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> 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**CANCELLATION**

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

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(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-PROJECT SPECIFIC

City Staff shall determine the appropriate level of risk and assign the insurance requirements based on that risk. All Insurance Documents will be reviewed by Purchasing and Risk.

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

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation Statutory limits, State of TX.

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

X Commercial General Liability:

	<u> </u> Very High/High Risk	<u> X </u> Medium Risk	<u> </u> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

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

<u> </u> Very High/ High Risk	<u> X </u> Medium Risk	<u> </u> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

 Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
\$2,000,000 General Aggregate

 Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

 Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: not required

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

 Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate

This coverage must be maintained for at least two (2) years after the project is completed.

 Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

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

 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.

ATTACHMENT NO. B-5
Affidavit of Bills Paid

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF TEXAS

Name of Contractor: _____

Name of Owner: City of Sugar Land

Name of Project: _____

CIP Project No. _____

Date of Contract: _____

Final Payment: \$_____

On this day, _____, appeared before me, who is the legal representative of the Contractor named above, which is a party to the Contract with the Owner for construction of the above-referenced Project.

On behalf of the Contractor, the deponent, having been sworn upon oath, in consideration of the Contractor receiving the Final Payment above, states that:

- (1) The Project has been completed in compliance with the above-referenced Contract;
- (2) All Subcontractors and Suppliers, as defined in the Contract, have been paid;
- (3) The Contractor waives and releases all liens, claims, and rights of any nature arising out of or in connection with the Project or the Work;
- (4) The Contractor recognizes that the Owner is relying on the truthfulness of the statements contained in this Affidavit as a condition to making the Final Payment;
and
- (5) It accepts the Final Payment as the full and final settlement of the balance due under the Contract.

(Signature Page Follows)

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

This Contractor's Affidavit of Bills Paid was acknowledged before me on
_____, _____, by _____, on behalf of
_____.

Notary Public, State of Texas

Notary's name (printed):

Notary's commission expires:
