



City Council Agenda Request

MAY 19, 2020

AGENDA REQUEST NO: III.C.

AGENDA OF: City Council Meeting

INITIATED BY: *Rick Ramirez, Intergovernmental Relations Manager*

PRESENTED BY: *Rick Ramirez, Intergovernmental Relations Manager*

RESPONSIBLE DEPARTMENT: Intergovernmental Relations

AGENDA CAPTION:

Consideration of and action on authorizing the execution of a Two-Year Agreement with Focused Advocacy, LLC, in the amount of \$236,400.00, for State Legislative consulting services from June 1, 2020 through May 31, 2022.

RECOMMENDED ACTION:

Approval of contract renewal with Focused Advocacy, LLC, for state legislative consulting services for two-year period beginning June 1, 2020 and ending May 31, 2022.

EXECUTIVE SUMMARY:

The City of Sugar Land currently contracts with Focused Advocacy (FA) to provide state lobbying services. Over the past two years, FA has assisted the City with a number of significant legislative and regulatory issues that directly impact the City. Due to this successful partnership, the City has been able to accomplish successful interactions with various State agencies and the passage of major State legislation aimed at protecting the health, safety, and welfare of the public.

For example, in April 2015, there was an accidental release of radioactive material at an industrial facility located in the Sugar Land Business Park. The City was not notified of the release by the State due to restrictions in current law at the time and eventually learned of the incident through inquiries from the media. FA aided the City in its interactions with

the Department of State Health Services, which led to gaining access to critical information that allowed the City to independently verify that there were no adverse health impacts to the public and to enter into a remediation agreement with the industrial business. In 2019, FA aided the City in the successful passage of House Bill 2203 (Miller/Kolkhorst), which mandates that State agencies must notify local political jurisdictions of reportable radioactive releases that occur within their boundaries.

Focused Advocacy has also been instrumental in ensuring that the City has adequate representation on water boards such as the Gulf Coast Water Authority and the Fort Bend Subsidence District. For example, House Bill 4168 (Bonnen/Kolkhorst) passed in 2015 increased from one to two the number of directors representing Fort Bend County and decreased from seven to four the number of directors representing Galveston County in the Gulf Coast Water Authority. The change in board make-up provided a more equitable representation for Fort Bend County. Focused Advocacy aided the City in support of the bill, which eventually passed.

The current two-year contract is set to expire on May 31, 2020, and has a clause that it may be renewed upon the written mutual consent of both parties. Accordingly, FA has submitted a letter to the City, indicating they wish to renew the contract for another two-year term beginning June 1, 2020. The two-year term reflects the biennial nature of the Texas legislature.

As detailed in the scope of services, FA represents the City in dealings with elected and appointed officials and legislative staff; provides overall analysis and tracking of governmental and legislative actions; advises the City on opportunities to participate in advocacy efforts in furtherance of the City's agenda; assists the City in the passage of proactive legislative initiatives; assists the City in the defeat of legislation that could have a negative impact on the City's ability to carry out its governmental functions; consults with the City regarding the political process; attend meetings of the legislature and regulatory bodies that could impact the City's objectives; assists in the preparation of testimony before the State Legislature; and assists in the coordination, development, and implementation of the City's overall legislative agenda.

The current rate of \$9,500.00 per month with an additional \$350.00 per month for monthly expenses associated with client-related business meetings in furtherance of the duties and services required by the contract will remain the same. The City will pay for travel expenses of the consultant if the City requests FA's presence at more than two meetings per year, outside of Austin, Texas. Additionally, the contract will continue to include a conflict of interest clause requiring FA to immediately bring potential conflicts to the City's attention immediately. In such cases of irreconcilable legislative conflicts between a private sector interest and the City, the contract states that FA agrees to resolve the difference in favor of the City's position.

Therefore, after reviewing this item with the City Council IG Committee on March 17, 2020, staff recommends that the City Council approve the renewal of a contract for State legislative consulting services with Focused Advocacy, LLC, for another two-year term beginning June 1, 2020, and ending May 31, 2022.

BUDGET

EXPENDITURE REQUIRED: \$118,200.00

CURRENT BUDGET: \$118,200.00

ADDITIONAL FUNDING: \$0

FUNDING SOURCE: 50/50 split between the General Fund and the Utility Fund

ATTACHMENTS:

Description	Type
□ Signed Contract	Contracts

CITY OF SUGAR LAND
CONTRACT FOR GENERAL SERVICES (MODIFIED)
\$100K to \$999,999.99
(Rev. 4/6/20)

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

CITY OF SUGAR LAND

CONTRACTOR:

By: 

By: Brandon Aghamalian

Date: June 19, 2020

Date: April 22, 2020

Title: City Manager

Title: President

Company: Focused Advocacy

APPROVED AS TO FORM:

DAnn Shea Smith

BT

II. General Information and Terms.

Contractor's Name and Address: Focused Advocacy, LLC
816 Congress Avenue, Suite 370
Austin, TX 78701

Description of Services: Legislative & Regulatory Consulting Services

Maximum Contract Amount: \$236,400.00 (\$9,850.00/month x 24 months)

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

Service Commencement Date: June 1, 2020

Termination Date: May 31, 2022

Renewal: The parties may renew this Contract for up to one (1) additional twenty-four (24) month term, on the same terms and conditions herein, by the City giving written notice of the renewal to the Contractor at least thirty (30) days prior to the expiration of the initial term, and upon Contractor providing its written consent to the same.

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 of 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 II, 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 II, 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. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov’t Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply 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.

If this is a contract to which the verification requirement applies, 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.

IV. Additional Terms or Conditions. None.

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

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing (1 page)
- A-2. Focused Advocacy, LLC's Agreement for Legislative & Regulatory Consulting Services (5 pages)
- A-3. House Bill 89 Verification (1 page)

Exhibit B. City's Additional Contract Documents:

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

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing

(See Attached)

EXHIBIT A-2

Focused Advocacy, LLC's Agreement for Legislative & Regulatory Consulting Services

(See Attached)

FOCUSED ADVOCACY

Agreement Legislative & Regulatory Consulting Services

City of Sugar Land & Focused Advocacy

It is agreed effective June 1, 2020 that **Focused Advocacy, LLC.** (hereinafter "the Consultant") as located at 816 Congress Avenue, Suite 370, Austin, Texas 78701 will for the following compensation and under the following terms and conditions provide the **City of Sugar Land** (hereinafter "the City") as located in Fort Bend County, Texas with the following scope of services:

1. Scope of Services:

Specifically, Consultant will:

1. Represent the City's general interests before the Texas legislature as guided by the City's publicly adopted legislative positions and agenda;
2. Provide general guidance and consultation to the City regarding the City's legislative and regulatory goals;
3. Assist in the development of the City's legislative agenda;
4. Develop strategies to gain support for and advance the City's legislative and regulatory goals;
5. Work to defeat legislation the City deems detrimental to the public health, safety, or welfare of its citizens;
6. Provide the City staff and Council with timely updates regarding the status of pending legislation and rule makings;
7. Provide the City with a computerized tracking system to monitor the progress of legislation that affects the City;
8. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);
9. Assist with the preparation and drafting of legislation and amendments;

FOCUSED ADVOCACY

10. Assist with the development and drafting of letters, speeches and other advocacy materials;
11. Assist with the preparation of City officials who testify before legislative bodies;
12. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings;
13. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings and developments at the Texas Comptroller of Public Accounts, Department of Transportation, Public Utility Commission, General Land Office, Railroad Commission, Water Development Board, Commission on Environmental Quality, and the Department of Housing and Community Affairs; and
14. As directed, engage with state agency staff and personnel to protect or advance the City's interests during administrative rule-making proceedings.

2. Term:

The term of this agreement shall be for 24 months from June 1, 2020 thru May 31, 2022.

3. Renewal:

At the mutual agreement of both parties, this agreement may be renewed for one additional 24-month period.

4. Retainer Compensation & Billing:

In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees to pay Consultant \$9,500.00 per-month.

Monthly invoices will be sent on or around the 1st day of each month and payable by the 15th day of each month.

Payment shall be either electronically deposited directly to the bank account provided by the Consultant or otherwise mailed to Focused Advocacy at 816 Congress Avenue, Suite 370, Austin, Texas 78701.

FOCUSED ADVOCACY

5. Reimbursement of Expenses:

In addition to the monthly retainer, the City shall also reimburse Consultant three hundred and fifty dollar (\$350) per month for the related out of pocket expenses incurred by the Consultant associated with the client-related business meetings hosted by the Consultant in furtherance of the duties and services required by this agreement.

The City agrees to pay the Consultant this reimburse of expenses at the same time it pays the monthly retainer.

In addition, the City will reimburse Consultant for any reasonable and customary expenses related to travel requested of the Consultant by the City (i.e. - airfare, mileage, rental cars, taxis, hotels, travel-related meals).

6. Termination:

This agreement may be terminated without cause provided the City provides the Consultant ninety days (90) written notice. Effective from the date written notice is delivered to the Consultant, the City is responsible for and Consultant shall be fully compensated by the City for the retainer due during the 90-day period for termination without cause.

The City may also terminate the agreement with thirty days (30) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultant regarding a specific piece of legislation. Effective from the date written notice is delivered to the Consultant, the City is responsible for and Consultant shall be fully compensated by the City for the retainer due during the 30-day period for termination due to a conflict.

7. Points of Contact:

Unless directed otherwise, the City Manager shall act as the point of contact for the City and Brandon Aghamalian and Snapper Carr shall act as the point of contact for the Consultant. The Consultant will take its direction and work orders from the City Manager.

8. Compliance with Texas Ethics Laws:

The Consultant agrees to comply with all applicable state lobby registration and reporting laws and with all applicable state authorities including the Texas Ethics Commission.

FOCUSED ADVOCACY

9. Conflicts of Interest:

Should any other client of the Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant believe that its representation of the City is materially affected by the position taken by another client, Consultant will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date Consultant became aware of the conflict. Consultant must obtain written permission from the City to continue its representation.

If the conflict is between the City and any private-sector client of the Consultant, then Consultant shall resolve the conflict in favor of the City.

10. Consultant Relationship:

It is understood by the parties that Consultant is an independent Consultant for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.

11. Confidentiality:

If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this agreement and as required by law. It is understood by Consultant that the materials produced and provided under this agreement are the property of the City and shall be returned to them upon request.

12. Expansion of Scope of Services:

This agreement is expressly limited to the scope of services detailed herein.

Any additional services requested by the City will necessitate an amendment to this agreement with new terms and compensation.

13. Boycott Israel:

Texas Government Code Chapter 2270 prohibits a city from entering into a agreement with a company for goods and services unless the agreement contains a written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the agreement. By entering this agreement, Consultant verifies that it does not

FOCUSED ADVOCACY

Boycott Israel, and agrees that during the term of this agreement Consultant will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

14. Entire Agreement and Modifications:

This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreement or understandings, whether oral or written, negotiations and discussion This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision hereof (including this section) shall be valid unless in writing and signed by both parties.

15. Section 252.022, Texas Local Government Code

Pursuant to Section 252.022(a)(4) of the Texas Local Government Code, a procurement for personal, professional or planning services are exempt from the competitive bid or proposal requirement

This agreement is accepted on _____ as evidenced by the execution hereof by the signatures of the undersigned.



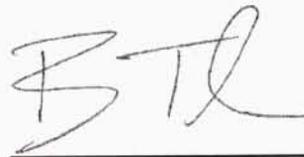
Signature - City of Sugar Land

City Manager Mike Goodrum

Printed name & title

June 19, 2020

Date



Signature - Focused Advocacy

Brandon Aghamalian, President

Printed name & title

March 5, 2020

Date

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

- A.** The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B.** A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C.** All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D.** All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E.** **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F.** All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G.** All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H.** Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I.** Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J.** Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) 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**

INSURANCE REQUIREMENTS

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

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)

\$1,000,000 each occurrence
\$2,000,000 aggregate

Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.