

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2023-10003
CITY OF TOMBALL
SOUTH WASTEWATER TREATMENT PLANT EXPANSION**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Freese & Nichols, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the City desires to contract for the Preliminary Design and Critical Needs Improvements Evaluation for the South Wastewater Treatment Plant (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I.
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

**SECTION II.
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly

understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

SECTION III. OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

SECTION IV. TIME FOR PERFORMANCE

The time for performance is an estimated 365 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V. COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI. INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify,

hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII. ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$506,085, including reimbursable expenses and special services (if utilized) as identified in Exhibit "A".

SECTION VIII. INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

SECTION IX. TERMINATION

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION X. ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Freese & Nichols, Inc.
Attn: Richard Weatherly
11200 Broadway Street, Suite 2320
Pearland, Texas 77584

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
Attn: Project Manager
501 James Street
Tomball, Texas 77375

SECTION XI. LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XII. SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XIII. DISCLOSURE OF INFORMATION

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

SECTION XIV. MODIFICATIONS

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XV. ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

SECTION XVI. CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XVII. PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

XVIII. MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision

of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this ____ day of _____, _____.

Freese & Nichols, Inc.:



Name: Richard Weatherly

Title: Vice President/ Project Manager

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Doris Speer, City Secretary

EXHIBIT A

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

The City of Tomball (City) owns and operates the South Wastewater Treatment Plant (South WWTP) which is permitted for an annual average daily flow (AADF) of 1.5 million gallons per day (MGD) and a 2-hour peak flow of 6.0 MGD.

The South WWTP is in need of expansion from the current permitted AADF capacity of 1.5 MGD to 3.0 MGD to accommodate the City's projected growth. Permitting assistance for the major permit amendment for the expansion will be provided in a separate contract. This scope of work includes preliminary design of the South WWTP expansion including surveying and geotechnical investigation services. In general, the following major plant components will be evaluated:

- A new coarse screening structure upstream of lift station and associated screenings handling.
- Expansion of existing influent lift station.
- Expansion of existing headworks including fine screens and grit removal.
- A new secondary treatment technology that will replace the existing oxidation ditch.
- Addition of new secondary clarifiers and associated return activated sludge (RAS) and waste activated sludge (WAS) systems.
- New tertiary filtration system.
- Disinfection system alternatives:
 - Expansion of existing chlorine contact basins.
 - Replace existing chlorine contact basins with Ultraviolet (UV) disinfection system.
- Addition of new mechanical sludge thickeners.
- Expansion of existing aerobic digesters.
- Expansion of existing solids dewatering system.
- Expansion of existing non-potable water system.
- Associated electrical, controls, and SCADA system.
- Associated site drainage and pavement improvements.
- Administration building renovation to include a new break room (Design was previously completed in Phase I of critical needs improvements project in 2016. Design will be updated, as necessary)
- Addition of actuators for the existing knife gates on RAS piping.
- Replacement of sludge grinder at the digested sludge feed pumps.
- Painting and labeling of all above ground piping.
- Installation of isolation valves in NPW distribution piping

The project will be self-funded by the City without state or federal funding assistance. For improved certainty of project construction cost and better control over contractor selection, it is recommended that use of a collaborative project delivery method, particularly Construction Manager-At-Risk (CMAR) be considered for the delivery of the South WWTP expansion project. As a special service and if authorized by the City, FNI will provide CMAR procurement contract development and contracting support.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PRELIMINARY DESIGN

1. Project Management. Perform general administrative duties associated with the project including progress monitoring, monthly progress reporting, scheduling, general correspondence, documentation, project administration, and invoicing for the scope items identified herein. Documentation shall be in accordance with any regulatory and contractual requirements for the project. These duties include maintaining routine contact with the City to help meet the needs of the City in a timely manner, providing internal Quality Control (QC) / Quality Assurance (QA) and executing the work in accordance with the work plan, budget, and schedule.
2. Meetings and Site Visits
 - a. Conduct a project kick-off meeting with the City to review the scope and schedule of services, discuss project approach and work plan, and verify the City's project requirements.
 - b. Conduct monthly progress meetings, up to eight (8) meetings.
 - c. Conduct up to two (2) site visits total by the engineering team to the South WWTP, for coordination on design aspects for completion of the project.
 - d. Conduct up to two (2) site visits with the engineering team and the City to other treatment facilities (in Texas) to view installations of equipment and alternatives recommended for the expansion.
 - e. Perform one (1) technology transfer workshop on technologies, equipment, and processes recommended for South WWTP expansion.
3. Review historical wastewater influent characteristics and trends to determine the design influent wastewater flow characteristics (BOD₅, TSS, TKN, NH₃-N) for the plant expansion.
4. Evaluate up to three process alternatives for secondary treatment to replace existing oxidation ditch. Recommended new secondary treatment alternative shall be capable of meeting proposed discharge limits for the expansion and be easily modified to achieve nutrient limits in the future. Evaluate up to two alternatives to repurpose the existing oxidation ditch.
5. Evaluate up to two process alternatives for expansion of disinfection system – expansion of existing chlorine contact basins; and replace chlorine disinfection with UV disinfection system.
6. Develop the preliminary design and process equipment selections to meet anticipated loadings and permit conditions.
7. Perform process calculations to size all treatment units for the final recommended alternative in accordance with the TCEQ chapter 217 regulations. Document calculations and any proposed variances to TCEQ rules for regulatory approvals.
8. Develop a BioWin or GPS-X process model for the recommended expansion alternative for use in design optimization, process performance analysis and design criteria development under varying flow and load conditions.

9. FNI shall retain (as a subconsultant) and monitor the services of an analytical laboratory to perform water quality sampling and analysis, lasting two weeks, to characterize the influent for use in the process model.
10. Prepare a Preliminary Engineering Report (PER) documenting the calculations, evaluations and alternative analysis for the expansion. For the recommended alternative, the PER will identify selected equipment, process flow and instrumentation diagrams (P&ID), proposed layouts and detailed sketches, representative cut sheets and equipment operation and maintenance (O&M) information for the expansion. This will include up to 20% design level drawings, detailed design criteria development and anticipated specifications table of contents for the design phase. FNI will utilize its standard processes and details. Preliminary design drawings will be developed using AutoCAD 2D software.
11. Prepare an Engineer's Opinion of Probable Construction Cost equivalent to AACE Class 3 (-20% to + 30%) for the expansion.
12. Provide an electronic copy of the draft PER in PDF format for City's review. Incorporate City's comments and provide three (3) hard copies of the final PER and one electronic copy in PDF format to the City.
13. Geotechnical Investigation. FNI shall retain (as a subconsultant) and monitor the services of Ninjo & Moore to perform geotechnical investigation services for the project for the proposed South WWTP Expansion. The following geotechnical services will be provided:
 - a. Field exploration.
 - b. Ten (10) borings have been assumed for this project. The borings will be performed at the locations where for proposed structures. The boring depth will range from 20 ft to 60 ft depending on the proposed structure.
 - c. Laboratory testing to determine soil characteristics and pertinent engineering properties including classification, moisture content, consolidation testing, and strength testing.
 - d. Engineering analysis and report including boring logs, laboratory results, earthwork considerations, subgrade preparation measures, and foundation recommendations.
14. Topographic Surveying. FNI shall retain (as a subconsultant) and monitor the services of Amani Engineering to perform surveying services for the project at the South WWTP. The following surveying services will be provided:
 - a. Locate benchmark and set horizontal and vertical controls.
 - b. Obtain abstract report for parcel.
 - c. Topographic survey of the South WWTP site (25-foot grid).
 - d. Topographic survey of the existing WWTP site including boundary survey of all above grade structures, elevation of all structural components and weirs, spot elevations and delineated one-foot contours of the ground surface, and discharge point at plant outfall.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

- A. **Construction Manager-At-Risk (CMAR) Procurement:** Assist City with the use of Construction Manager-At-Risk (CMAR) delivery method for improved certainty in the project construction cost and to procure a contractor based on qualifications for the delivery of the South WWTP expansion.

1. CMAR Procurement and Contract Templates Development Support: FNI will work with the City Attorney's Office, Procurement and Compliance Department, and Public Works teams to develop an initial set of procurement and contract templates for CMAR project delivery. FNI will develop templates for: 1) CMAR qualifications-based Request for Proposal (RFP); 2) a pre-construction phase services CMAR contract; and 3) construction phase services CMAR contract. The construction phase services template will be developed for conformity with the pre-construction phase services template and can be adjusted based on feedback/input from selected CMAR partners to suit the project. Standard templates will be provided to the City for review, comment, and discussion. FNI will lead a meeting to walk through the documents and the function of various elements, followed by a one-week review by the City. FNI will compile the City comments, adjust the documents accordingly and then conduct a follow-up meeting. It is anticipated that a second set of reviews/comment responses will be required to finalize the contract documents.
2. CMAR Procurement and Contracting Support: FNI will support the City through the CMAR procurement and contracting effort for the project. FNI will assist the City with coordination of the pre-proposal meeting, response to questions from respondents, review of proposals, structure of CMAR interviews, and final ranking of firms. It is best practice for the City to lead meetings, perform due diligence reviews (including reference checks), conduct interviews, and document rankings/ recommendations using existing processes and approaches. If adjustments to processes are required, FNI will assist the City as appropriate. FNI will also support the City through pre-construction phase services contracting for the project.

ARTICLE III

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described Basic Services, are described as follows:

- A. Providing additional survey or geotechnical services beyond those identified in Basic Services.
- B. Field layouts or the furnishing of construction line and grade surveys.
- C. Revisions to drawings or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Conducting pilot plant studies or tests.
- F. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- G. Visits to the site in excess of the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.
- H. Providing basic or additional services on an accelerated time schedule. The scope of this service

includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.

- I. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- J. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- K. Providing data, reports or briefings to City Council on the status of the project.
- L. Design for stormwater retention or treatment facilities beyond those identified in Basic Services.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- Kick-off meeting – 15 days from Notice to Proceed (NTP)
- Submit Draft Preliminary Engineering Report (PER) to City – 8 months from NTP
- Submit Final PER – 15 days from receipt of City comments on Draft PER
- CMAR Procurement and Contract Templates – 60 days from completion of Final PER

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design standards which Client will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

- E. Examine all studies, reports, sketches, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- G. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- H. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Owner's Designated Representative – Meagan Mageo
 Project Manager
 City of Tomball
 501 James Street
 Tomball, TX 77375
 (281) 290-1411
MMageo@tomballtx.gov

FNI's Designated Representative – Murali Erat, P.E.
 11200 Broadway St., Ste 2320
 Pearland, TX 77584
 (832) 456-4709
Murali.Erat@freese.com

FNI's Accounting Representative – Kristina Isaac
 10497 Town and Country Way, Suite 600
 Houston, TX 77024
 (716) 600-6860
Kristina.Isaac@freese.com

ARTICLE VI

FNI proposes to perform the services outlined in the above sections for a total lump sum fee of **\$536,620** as shown in the table below.

Phase	Fee	Fee Type
Preliminary Design (Basic Services)	\$449,465	Lump Sum
CMAR Procurement (Special Service)	\$56,620	Lump Sum
Total Basic Services:	\$506,085	



FREEAND-02

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2022

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 have ADDITIONAL INSURED provisions or 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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Underwriters Insurance Company A+ (XV)		30104
INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	INSURER B : Hartford Casualty Insurance Company A+ (XV)		29424
	INSURER C : Hartford Accident and Indemnity Company A+ (XV)		22357
	INSURER D : Continental Casualty Company (CNA) A, XV		20443
	INSURER E :		
	INSURER F :		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			42UUNOL5238	10/23/2022	10/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			42UENOL5558	10/23/2022	10/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42 XHU OL 5747	10/23/2022	10/23/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 1,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	42WBOL6H3F	10/23/2022	10/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			AEH008214422	10/23/2022	10/23/2023	Per Claim \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: Project No. 2023-10003 South Wastewater Treatment Plant Expansion

CERTIFICATE HOLDER

CANCELLATION

City of Tomball, Texas Attn: Project Manager 501 James Street Tomball, TX 77375	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