

## **AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES**

THIS AGREEMENT for Professional Materials Testing Services is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and Paradigm Consultants, Inc., hereinafter referred to as "Contractor" authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor provide a professional materials testing services for the Fort Bend County Emergency Medical Services Medic 1 Facility located in Rosenberg, Fort Bend County, Texas, hereinafter called the "Project;" and,

WHEREAS, Contractor represents that it is qualified and desires to perform such services; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE.

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

## SECTION I

### SCOPE OF AGREEMENT

Contractor agrees to perform professional materials testing engineering services in connection with the Project as stated herein and for having rendered such services, County agrees to pay to Contractor compensation as stated herein.

## SECTION II CHARACTER AND EXTENT OF SERVICES

- 2.01 Contractor agrees to provide the services described Contractor's Proposal dated December 29, 2009, as included in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 2.02 Contractor agrees to complete the services called for in Exhibit A on or before August 31, 2010.

### SECTION III CONTRACTOR'S COMPENSATION

- 3.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VII, County shall pay to Contractor an amount not to exceed \$48,450.00, including reimbursable expenses, if any.
- 3.02 Contractor shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however,

that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by the Contractor to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.

- 3.03 Contractor's fees shall be calculated at rates not to exceed the amounts included on Exhibit A, incorporated by reference herein as if set-forth verbatim.

#### SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor.
- 4.02 Upon receipt of such notice, the Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay the Contractor 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 charges as have been previously made.
- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

#### SECTION V INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or reduce the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available. Failure of Contractor to provide the appropriate insurance information shall invalidate this Agreement.

#### SECTION VI NOTICE

- 6.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Contractor at the addresses set forth below.
- 6.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

6.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Contractor:

Paradigm Consultants, Inc.  
Attn: Frank Ong, P.E.  
2501 Central Parkway, Suite A3  
Houston, Texas 77092  
713-688-6795 - fax

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department  
Gilbert D. Jalomo, Jr., CPPB  
4520 Reading Road, Suite A  
Rosenberg TX 77471

Facilities Management and Planning  
Don Brady, Director  
517 Eugene Heimann Circle, Suite 500  
Richmond, Texas 77469

6.04 Either party may designate a different address by giving the other party ten (10) days written notice.

#### SECTION VII LIMIT OF APPROPRIATION

7.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$48,450.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

7.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$48,450.00 for described scope of work in Exhibit A.

#### SECTION VIII SUCCESSORS AND ASSIGNS

8.01 County and Contractor 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.

- 8.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 8.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

#### SECTION IX PUBLIC CONTACT

- 9.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 9.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

#### SECTION X COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with accepted standards of engineers practicing in the Greater Houston Metro Area, applicable thereto and shall use that degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

#### SECTION XI OWNERSHIP OF DOCUMENTS

- 11.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and his contractors or subcontractors (deliverables).
- 11.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 11.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 11.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 11.05 The documents referenced in this Section are not intended or presented by Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 11.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

#### SECTION XII INDEMNIFICATION

- 12.01 **CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST**

**ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

- 12.02 **CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH NEGLIGENT ACTS, ERRORS OR OMISSIONS BY CONTRACTOR, ITS AGENTS, SUBCONTRACTORS OR EMPLOYEES.**

### SECTION XIII MODIFICATIONS

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

### SECTION XIV MISCELLANEOUS

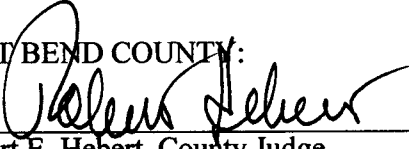
- 14.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 14.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 14.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 14.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

SECTION XV  
EXECUTION

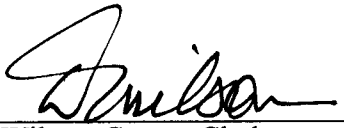
This Agreement shall not become effective until executed by County

FORT BEND COUNTY:

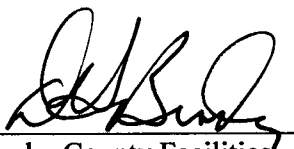
  
Robert E. Hebert, County Judge

1-12-2010  
Date

Attest:

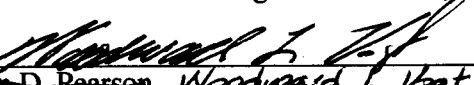
  
Dianne Wilson, County Clerk

APPROVED:

By:   
Don Brady, County Facilities  
Management & Planning Director

1-11-10  
Date

CONTRACTOR: Paradigm Consultants, Inc.

  
John D. Pearson Woodward L. Vogt  
Project Manager President

1-11-2010  
Date

MER:Paradigm Materials.Medic 1.3864(10082010)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$48,450.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

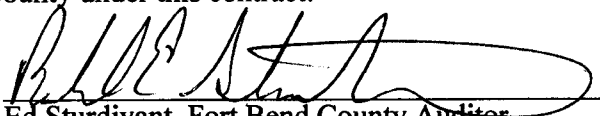
  
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: December 29, 2009 Proposal from Contractor

## Exhibit A



December 29, 2009  
Proposal No.: 09-245

Paradigm  
Consultants, Inc.

2501 Central Parkway  
Suite A3  
Houston, Texas 77092

Tel: 713.686.6771  
Fax: 713.686.6795  
[paradigmconsultants.com](http://paradigmconsultants.com)  
TBPE Reg. No. F-001478

Mr. Don Brady  
Director, Facilities Management & Planning  
Fort Bend County  
1517 Eugene Heimann Circle #500  
Richmond, Texas 77469

**Proposal for Construction Materials Testing Services  
Fort Bend County Medic 1 Facility  
Rosenberg, Texas**

Dear Mr. Brady:

Paradigm Consultants, Inc. (Paradigm) appreciates the opportunity to submit this construction materials testing proposal for the Fort Bend County Medic 1 Facility project. We provided the geotechnical engineering for this project and look forward to continuing our involvement during construction. This testing proposal presents our scope of services, unit rates and conditions, and estimated cost of services and is based on our review of the project documents. We have proposed the same unit rates as used on the Fort Bend County Jail Expansion project.

**Estimate Cost of Services**

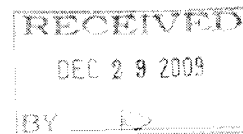
We estimate the cost of our services to be **\$48,450**, as shown on the following cost summary and the enclosed Description of Services.

Earthwork Monitoring and Testing	\$ 12,760
Foundation Monitoring	3,280
Concrete Monitoring and Testing	15,760
Structural Steel Inspection	3,400
Masonry Inspection	10,250
Project Management	3,000

We will invoice for on-site time only for typical inspection/testing trips. When off-site travel is required for sampling of materials, inspections, etc., the time required for those services will also be charged. We will also invoice one hour of project management for every fifteen hours of field technician and/or inspector services.

**Proposal Acceptance**

If this proposal meets with your approval please issue a Fort Bend County purchase order.




Mr. Don Brady  
Fort Bend County  
December 29, 2009  
Page 2 of 5

**Closing**

We appreciate the opportunity to submit this proposal. I will call you in a few days to answer any questions you have. If you need additional information prior to that time, please call.

Sincerely,  
Paradigm Consultants, Inc.

  
John D. Pearson  
Project Manager

Enc.

Description of Services  
Estimated Cost of Services  
Fee Schedule (Fort Bend County Jail 2007)



## **DESCRIPTION AND ESTIMATED COST OF SERVICES**

**Fort Bend County Medic 1 Facility**

**Page 3 of 5**

### **EARTHWORK MONITORING AND TESTING**

Representative samples of the structural fill, utility trench fill, and stabilized subgrade will be obtained and tested in the laboratory for specification compliance and the optimum moisture/maximum dry density relations will be determined. Our engineering technician will perform in-place field density and moisture tests at the frequency required by the specifications on area fill, structural fill, utility trench fill, and stabilized subgrade.

### **FOUNDATION MONITORING**

**Construction Monitoring.** An engineering technician will monitor the drilled pier installation on a full-time basis. He will observe the bearing surface of the foundation excavations and the reinforcing steel before concrete is placed while at the site for foundation concrete sampling. The technician will communicate with the geotechnical engineer when excavation begins to discuss the encountered conditions.

### **CONCRETE MONITORING AND TESTING**

**Field Services.** An engineering technician will perform monitoring and testing of the fresh concrete. He will also mold standard test cylinders during the concrete placement and pickup the specimens in the field and deliver to our laboratory to test for strength specification compliance. We will cast a set of four (4) cylinders for every 50 cubic yards of foundations, 100 cubic yards of floor slabs and every 150 cubic yards of concrete pavement placed each day.

**Laboratory Testing.** One cylinder will be tested at 7 days, two at 28 days, and one at 56 days for compressive strength. We will provide sample curing and testing in accordance with standard procedures. We will report the test results of cylinders cast in connection with field inspection.

### **STRUCTURAL STEEL INSPECTION**

**Weld Inspection.** A Certified Welding Inspector will provide visual inspection of 100% of the field welds to determine compliance with applicable American Welding Society (AWS) D1.1 requirements. A daily report will be submitted outlining the areas inspected and identifying welds, which may fail to meet the AWS code. A Certified Ultrasonic Inspector will perform ultrasonic inspection of all full penetration welds and submit appropriate reports.

**High-Strength Bolted Connection Testing.** A Certified Welding Inspector will perform inspection of the high strength steel bolted connections during erection to verify specification compliance. At least 10% of the connections, with not less than two bolts per connection, will be selected at random for testing. If any bolt is found to be improperly tightened, all bolts in the connection will be checked. A report will be prepared presenting the findings of the examinations including identification of all connections examined, defects found, and disposition of each defect.

## **DESCRIPTION AND ESTIMATED COST OF SERVICES**

**Fort Bend County Medic 1 Facility**

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### **MASONRY INSPECTION**

An engineering technician will provide part-time masonry inspection. He will verify reinforcing placement, grout placement in appropriate cells, cast mortar cubes and grout samples. He will deliver mortar and grout samples to our laboratory for testing. Formal reports will be issued presenting laboratory test results.

### **PROJECT MANAGEMENT**

The project manager will also attend progress meetings when testing is a regular topic of discussion and any special meetings that might be required. He will communicate immediately with appropriate project team members if tests or inspections fail to meet specification requirements to assist with an efficient resolution. He will process and submit technical reports to team members in a timely manner. A Senior Engineer will provide engineering consulting on an as-needed basis.

**DESCRIPTION AND ESTIMATED COST OF SERVICES**  
**Fort Bend County Medic 1 Facility**  
**Page 5 of 5**

**Project Name: Fort Bend County Medic 1 Facility**

<b>Description</b>	<b>Est. Quan.</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>	
<b>Earthwork Monitoring and Testing</b>					
Atterberg Limits	10	Each	\$44.00	\$440	
Moisture/Density Relation	10	Each	\$145.00	\$1,450	
Percent Passing #200 Sieve	10	Each	\$45.00	\$450	
		Set of			
Compression Test of Cement Treated Sand	2	4	\$140.00	\$280	
Engineering Technician, RT	120	Hour	\$50.00	\$6,000	
Engineering Technician, OT	20	Hour	\$75.00	\$1,500	
Trip Charge	22	Each	\$120.00	\$2,640	
<b>Earthwork Subtotal</b>					<b>\$12,760</b>
<b>Foundation Inspection</b>					
Engineering Technician, RT	32	Hour	\$50.00	\$1,600	
Engineering Technician, OT	16	Hour	\$75.00	\$1,200	
Trip Charge	4	Each	\$120.00	\$480	
<b>Foundation Subtotal</b>					<b>\$3,280</b>
<b>Concrete Monitoring and Testing</b>					
Compressive Strength Cylinders	160	Each	\$13.50	\$2,160	
Engineering Technician, RT	140	Hour	\$50.00	\$7,000	
Engineering Technician, OT	40	Hour	\$75.00	\$3,000	
Trip Charge	30	Each	\$120.00	\$3,600	
<b>Concrete Subtotal</b>					<b>\$15,760</b>
<b>Structural Steel Erection Inspection</b>					
Certified Welding Inspector, RT	40	Hour	\$70.00	\$2,800	
Certified Welding Inspector, OT	0	Hour	\$105.00	\$0	
Trip Charge	5	Day	\$120.00	\$600	
<b>Structural Steel Subtotal</b>					<b>\$3,400</b>
<b>Masonry Inspection</b>					
Engineering Technician, RT	40	Hour	\$50.00	\$2,000	
Trip Charge	5	Day	\$120.00	\$600	
Compressive Strength Mortar Cubes	30	Each	\$120.00	\$3,600	
Compressive Strength Grout Prisms	30	Each	\$135.00	\$4,050	
<b>Masonry Subtotal</b>					<b>\$10,250</b>
<b>Project Management</b>					
Senior Engineer	2	Hour	\$150.00	\$300	
Project Manager	30	Hour	\$90.00	\$2,700	
<b>Project Management Subtotal</b>					<b>\$3,000</b>
<b>TOTAL ESTIMATED TESTING COST</b>					<b>\$48,450</b>

Paradigm Consultants, Inc.

Proposal No. P09-246

**PARADIGM CONSULTANTS, INC.**  
**SCHEDULE OF CHARGES (Fort Bend Co. Jail 2007)**

**PROFESSIONAL SERVICES**

**A. PERSONNEL**

Description	Unit Rate
Principal .....	\$200.00/hour
Engineer V, PE .....	160.00/hour
Engineer IV, PE .....	130.00/hour
Engineer III, PE .....	110.00/hour
Engineer I / II .....	85.00/hour
CMT Project Manager .....	90.00/hour
Certified Welding Inspector, with vehicle .....	70.00/hour
Ultrasonic Welding Inspector, with equipment .....	82.00/hour
Senior Engineering Technician, with equipment .....	80.00/hour
Construction Materials Technician, with equipment .....	50.00/hour
Senior Roofing Technician, with equipment .....	70.00/hour
Word Processor/Support Staff .....	38.00/hour

**CONSTRUCTION FIELD SERVICES**

**A. CONCRETE, ASPHALT, SOIL, AND WELDING INSPECTION**

Construction Materials Technician, with vehicle and equipment (Minimum 4 hours) .....	\$50.00/hour
Senior Roofing Inspection, with vehicle and equipment (Minimum 4 hours) .....	70.00/hour
Certified Welding Inspection with vehicle and equipment (Minimum 4 hours) .....	70.00/hour
Floor Flatness Survey .....	900.00/each
Nuclear Density Device .....	Included in technician rate
Sample Preparation .....	38.00/hour

**B. TRANSPORTATION CHARGES**

Mileage Charge, in excess of 20 miles from project site .....	\$0.65/mile
Trip Charge (VC, mileage and time) .....	120.00/trip

**LABORATORY SERVICES**

**A. SOIL TESTS**

Liquid and Plastic (Atterberg) Limits, One Point Test (ASTM D4318) .....	\$44.00/each
pH Test - Soil .....	20.00/each
Optimum Lime Content by Plasticity Index Method .....	300.00/each
Optimum Lime Content by pH Method .....	200.00/each
Percent Finer than No. 200 Sieve (ASTM D1140) .....	45.00/each
Compressive Strength for Stabilized Soils .....	35.00/each
Moisture/Density Relationships	
ASTM D 698 or AASHTO T-99 (4-in. mold) .....	145.00/each
ASTM D 1557 or AASHTO T-180 (4-in. or 6-in. mold) .....	160.00/each
Modified or Stabilized Soils Surcharge .....	20.00/each

**B. CONCRETE TESTS**

Concrete Mixture Verification .....	\$200.00/each
Concrete Mixture Design, including proportioning, preparation and report	
Regular Aggregate .....	250.00/each
Lightweight Aggregate .....	300.00/each
Laboratory Compression Testing of Concrete Cylinders	
Curing, Testing, and Reporting includes Reserves Not Tested .....	13.50/each
Concrete Coring .....	2.50/dia.in.
Minimum Coring Charge .....	350.00/trip
Concrete core curing, preparation and compressive strength .....	160.00/each
Compressive Test of Grout Prism .....	160.00/set of 3
Compressive Test of Mortar Cube .....	160.00/set of 6
Diamond Sawing .....	1.00/sq.in.
Pachometer Rental .....	65.00/day

Description	Unit Rate
<b>C. ASPHALT MATERIALS TESTS</b>	
Molding Hvem Specimens (Set of 3).....	\$80.00/set
Molding Marshall Specimens (Set of 3).....	80.00/set
Specific Gravity (ASTM D155) (Set of 3).....	60.00/set
Asphalt Mixture Design.....	1200.00/each
Asphalt Mixture Verification.....	500.00/each
Theoretical Maximum Specific Gravity (ASTM D2041).....	60.00/each
Stability, Hvem (ASTM D1560) (Set of 3).....	65.00/set
Stability, Marshall (ASTM D1559) (Set of 3).....	65.00/set
Extraction (ASTM D2172).....	140.00/each
<b>D. AGGREGATE TESTS</b>	
Sieve Analysis, coarse aggregate (ASTM C136).....	\$80.00/each
Sieve Analysis, fine aggregate (ASTM C136).....	80.00/each
Percent Finer than No. 200 Sieve (ASTM D1140).....	45.00/each
Specific Gravity, coarse aggregate (ASTM C127).....	60.00/each
Specific Gravity, fine aggregate (ASTM C128).....	70.00/each
Absorption (ASTM C127/C128).....	60.00/each
Unit Weight (ASTM C29).....	50.00/each
Los Angeles Abrasion (ASTM C131/C535).....	225.00/each

**NOTES:**

1. Unless otherwise noted in the proposal, overtime for Construction Materials Technicians, Welding Inspectors, Draftsmen, and Word Processor/Support Staff will be charged at 1.5 times the personnel rates. Overtime will be applicable for all hours in excess of 8 hours per day, Monday through Friday, and all hours worked on weekends and holidays. Expedited laboratory testing which requires overtime to meet the construction schedule or contractor's request will be charged at 1.5 times the listed rates.
2. Project management will be invoiced on a monthly basis at a rate of one hour for every 15 hours of field services provided. In addition, we will also invoice project management time for meetings, site visits, consultation, etc.
3. All labor rates and transportation charges are invoiced on a portal-to-portal basis.
4. A minimum of 24 hours advance notice is requested for scheduling or canceling field inspection or testing services. Work scheduled with less than 24 hours notice will be serviced subject to available personnel. Work canceled with less than 4 hours notice may be subject to the minimum charge if technician has been dispatched to the field.
5. Expenses such as consultant costs, delivery services, equipment rental, reproduction, subcontractor services, supplies, and travel including airfare, car rental, and lodging will be invoiced at Cost + 15%.
6. Invoices will be submitted monthly for work in progress and are due and payable upon receipt. Invoices not paid within 30 days of invoice date will be subject to 1.5% interest per month.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2009

<b>PRODUCER</b> Bowen, Miclette & Britt Insurance Agency, LLC 1111 North Loop West Suite 400 Houston TX 77008	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> Paradigm Consultants, Inc. 2501 Central Parkway, Suite A3 Houston TX 77092	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Amerisure Insurance Company	19488
	INSURER B: Amerisure Mutual Insurance Co	23396
	INSURER C: Commerce & Industry Ins Co	19410
	INSURER D:	
	INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	CPP202492507	11/1/2009	11/1/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 50,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA20249260502	11/1/2009	11/1/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
C	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	BE4891199	11/1/2009	11/1/2010	EACH OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$ 5,000,000
						\$
						\$
						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	WC202492405	11/1/2009	11/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

## CERTIFICATE HOLDER

## CANCELLATION

Sample Certificate  
Sample Certificate  
Houston TX 77092

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.