

COUNTY OF FORT BEND

www

KNOW ALL MEN BY THESE PRESENTS:

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 HVJ Associates, Inc., hereinafter referred to as "Contractor" authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor provide professional materials testing services for improvements to Katy Flewellen Road, located in Precinct 3, Fort Bend County, Texas, 2007 Mobility Bond Project No. 734, 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

- 1.01 Contractor agrees to provide the services described Contractor's Proposal dated March 16, 2010, as included in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Contractor agrees to complete the services called for in Exhibit A on or before April 30, 2011.

SECTION II

CONTRACTOR'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VI, County shall pay to Contractor an amount not to exceed \$121,881.00, including reimbursable expenses, if any.
- 2.02 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.
- 2.03 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 III TERMINATION

- 3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor.
- 3.02 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.
- 3.03 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.
- 3.04 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.
- 3.05 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 IV 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 \$2,000,000.00 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 V NOTICE

- 5.01 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.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Contractor:

HVJ Associates, Inc.
Attn: George H. Purvis, Business Development Manager
6120 S. Dairy Ashford Road
Houston, Texas 77072

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, Texas 77471

D. Jesse Hegemier
County Engineer
1124-52 Blume Road
Rosenberg, Texas 77471

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

SECTION VI
LIMIT OF APPROPRIATION

- 6.01 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 \$121,881.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 6.02 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 \$121,881.00 for the described scope of work in Exhibit A.

SECTION VII
SUCCESSORS AND ASSIGNS

- 7.01 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.
- 7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 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 VIII PUBLIC CONTACT

- 8.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 8.02 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 IX 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 X OWNERSHIP OF DOCUMENTS

- 10.01 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).
- 10.02 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.
- 10.03 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.
- 10.04 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.
- 10.05 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.
- 10.06 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 XI INDEMNIFICATION

- 11.01 **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.**
- 11.02 **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 NEGLIGENCE ACTS, ERRORS OR OMISSIONS BY CONTRACTOR, ITS AGENTS, SUBCONTRACTORS OR EMPLOYEES.**

SECTION XII 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 XIII MISCELLANEOUS

- 13.01 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.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.03 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.
- 13.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

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SECTION XIV
EXECUTION

This Agreement shall not become effective until executed by County

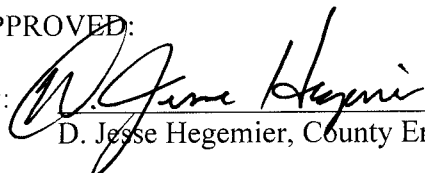
FORT BEND COUNTY:


Robert E. Hebert, County Judge

4-13-2010
Date

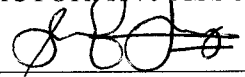
Attest: 
Dianne Wilson, County Clerk

APPROVED:

By: 
D. Jesse Hegemier, County Engineer

4/13/10
Date

CONTRACTOR: HVJ ASSOCIATES, INC.


Signature

4-8-10
Date

Printed Name: SYED SAQAIN JAFAR

Title: HOUSTON CME MANAGER

MER:HVJ Associates, Inc.Materials Testing.Katy Flewellen Road.3791-734

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$121,881.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

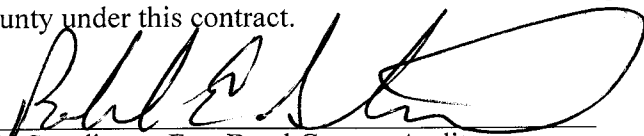

Ed Sturdivant, Fort Bend County Auditor

Exhibit A: March 16, 2010 Proposal from Contractor

Exhibit A



Houston	6120 S. Dairy Ashford Rd.
Austin	Houston, TX 77072-1010
Dallas	281.933.7388 Ph
San Antonio	281.933.7293 Fax
	www.hvj.com

March 16, 2010

Mr. Mark Dessens, PE
Engineering Manager
Schaumburg & Polk, Inc.
11767 Katy Freeway, Suite 900
Houston, Texas 77079

Re: Construction Materials Engineering and Testing
Reconstruction Of Katy Flewellen Road
From Katy Gaston Rd to Pin Oak Road
Fort County Precinct 3, Texas
FBC Mobility Bond Project # 734
Owner: Fort Bend County, Precinct 3
HVJ Proposal No. HC1012580

Dear Mr. Dessens:

As requested, HVJ is pleased to submit this proposal for material testing for above referenced project. HVJ Associates, Inc. prides itself on the quality personnel and testing services it provides to its clients. We are especially proud of our A2LA (American Association for Laboratory Accreditation) accreditation and the certification of our technicians by the National Institute for Certification in Engineering Technologies (NICET), Texas Hot Mix Asphalt Association and the American Concrete Institute (ACI).

Scope of Services

Based on our review of the project specifications, it is our understanding that the project consist of the reconstruction of Katy Flewellen Road from Katy Gaston Road to Pin Oak Road. Proposed roadway will be 4 lane divided concrete pavement over 8" lime-fly ash stabilized subgrade. Project also includes construction of a channel excavation, bridge structure, asphalt transitions, and installation of about 8,600 linear feet of storm water drainage system. The scope of material testing services anticipated for this project is as follows:

- Subgrade & Fill Compaction Testing
- Stabilized Subgrade final mix field sieves
- Underground Utilities Backfill Compaction Testing
- Asphalt Monitoring and Testing
- Concrete Testing
- Precast Plant Inspections
- Associated Lab Testing and Engineering Services

Mr. Mark Dessens, PE
HC1012580
March 16, 2010

Cost Estimate

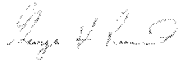
Our estimated cost to perform the material testing services required on this project is \$121,881 as shown on the attached fee breakdown of itemized services. The estimate for services is based on the review of project quantities, specifications, construction schedule of 390 days and a construction cost of about \$3,800,000.

The actual charges will be billed in accordance with the March 31, 2008 Harris County approved Fee Schedule for Construction Materials Engineering Testing and Inspection Services. The actual cost will be dependent on the construction schedule and efficiency, items over which we have no control. You will only be billed for the actual services provided in accordance with the unit prices listed in the Harris County Fee Schedule. Services required for preparation of reports and conferences pertinent to the project and other laboratory services will be invoiced in accordance with the Harris County Fee Schedule. Invoicing for our services is done on a monthly basis. Our payment terms are net 30 days.

HVJ Associates, Inc. will begin providing services on this project upon receiving authorization from you. Should you have any questions regarding the contents of this proposal, please call me at 281-933-7388.

Sincerely,

HVJ ASSOCIATES, INC.



George H. Purvis
Business Development Manager

GP/SSJ: ssj



Syed S. Jafar, PE
Houston CME Manager

Attachment: Fort Bend County, Pct 3 Itemized Services

FORT BEND COUNTY - ITEMIZED SERVICES

PROJECT NAME: Reconstruction Of Katy Flewellen Road From Katy Gaston Road To Pin Oak Road
Fort Bend County Precinct 3
CLIENT: Schaumburg & Poll, Inc. - Mr. Mark Dessens, PE
11767 Katy Freeway, Suite 900, Houston, Texas 77079
PROPOSAL NO: HC1012580

QTY.	UNIT	SERVICES	UNIT PRICE	TOTAL
SOIL				
<u>Field Services</u>				
480	Hour	Technician Time for Compaction Testing	\$ 50.00	\$ 24,000.00
140	Hour	Technician Time for Compaction Testing (OT)	\$ 75.00	\$ 10,500.00
200	Hour	Technician Time for Soil Sampling/ Proof Roll/Stabilized Field Sieves	\$ 50.00	\$ 10,000.00
480	Hour	Nuclear Gauge	\$ 9.00	\$ 4,320.00
680	Hour	Vehicle Charge	\$ 7.50	\$ 5,100.00
		Subtotal		\$ 53,920.00
<u>Laboratory Services</u>				
10	Each	Standard Proctors (ASTM D-698)	\$ 175.00	\$ 1,750.00
10	Each	Atterberg limits (ASTM D-4318)	\$ 53.00	\$ 530.00
6	Each	Sieve #200 (ASTM D-1140)	\$ 41.00	\$ 246.00
4	Each	Standard Proctor, Stabilized CSS	\$ 193.00	\$ 772.00
64	Each	Compressive Strength (ASTM D-1633)	\$ 61.00	\$ 3,904.00
2	Each	Lime Series (pH Method)	\$ 202.00	\$ 404.00
		Subtotal		\$ 7,606.00
<u>Engineering Services</u>				
15	Hrs	Engineering Report Review (1/10 hr per report)	\$ 96.00	\$ 1,440.00
		Subtotal		\$ 1,440.00
		SOIL		\$ 62,966.00
CONCRETE				
<u>Field Services</u>				
240	Hour	Technician Time for Concrete Testing	\$ 50.00	\$ 12,000.00
30	Hour	Technician Time for Concrete Testing (OT)	\$ 75.00	\$ 2,250.00
48	Hour	Technician Time for Cyl Pick Ups	\$ 50.00	\$ 2,400.00
288	Hour	Vehicle Charge	\$ 7.50	\$ 2,160.00
77	Each	Concrete Coring (4" diameter upto 6" deep)	\$ 90.00	\$ 6,930.00
154	inch	Concrete Coring, Additional Thickness (6"-12" deep)	\$ 10.00	\$ 1,540.00
		Subtotal		\$ 27,280.00
<u>Laboratory Services</u>				
424	Each	Concrete Cylinders (ASTM C-39)	\$ 15.00	\$ 6,360.00
77	Each	Measuring Length of Core	\$ 11.00	\$ 847.00
		Subtotal		\$ 7,207.00
<u>Engineering Services</u>				
20	Hrs	Engineering Report Review (1/10 hr per report)	\$ 96.00	\$ 1,920.00
		Subtotal		\$ 1,920.00
		CONCRETE		\$ 36,407.00



FORT BEND COUNTY - ITEMIZED SERVICES

PROJECT NAME: Reconstruction Of Katy Flewellen Road From Katy Gaston Road To Pin Oak Road
 Fort Bend County Precinct 3
 CLIENT: Schaumburg & Poll, Inc. - Mr. Mark Dessens, PE
 11767 Katy Freeway, Suite 900, Houston, Texas 77079
 PROPOSAL NO: HC1012580

QTY.	UNIT	SERVICES	UNIT PRICE	TOTAL
ASPHALT				
<u>Field Services</u>				
16	Hour	Technician Time for Asphalt Rolling Pattern	\$ 50.00	\$ 800.00
6	Hour	Technician Time for Asphalt Rolling Pattern (OT)	\$ 75.00	\$ 450.00
16	Hour	Nuclear Gauge	\$ 9.00	\$ 144.00
22	Hour	Vehicle Charge	\$ 7.50	\$ 165.00
1	Min	Asphalt Coring	\$ 290.00	\$ 290.00
		Subtotal	\$	1,849.00
<u>Laboratory Services</u>				
2	Each	Extraction/Gradation (Tex 210F)	\$ 174.00	\$ 348.00
2	Each	HVEEM Stability (Tex 208F)	\$ 62.00	\$ 124.00
2	Set	Molding Specimens (Tex 206F)	\$ 54.00	\$ 108.00
2	Set	Lab Molded Density (Tex 207F)	\$ 46.00	\$ 92.00
2	Each	Maximum Theoretical Specific Gravity (Tex 227F)	\$ 61.00	\$ 122.00
		Subtotal	\$	794.00
<u>Engineering Services</u>				
1	Hrs	Engineering Report Review (1/10 hr per report)	\$ 96.00	\$ 96.00
		Subtotal	\$	96.00
		ASPHALT	\$	2,739.00
OTHER				
<u>Field Services</u>				
190	Hour	Technician Time for Precast Plant Inspection RT	\$ 50.00	\$ 9,500.00
16	Hour	Technician Time for Precast Plant Inspection OT	\$ 50.00	\$ 800.00
80	Hour	Technician Time for Concrete Testing (Bridge Structure)	\$ 50.00	\$ 4,000.00
24	Hour	Technician Time for Cyl Pick Up	\$ 50.00	\$ 1,200.00
294	Hour	Vehicle Charge	\$ 7.50	\$ 2,205.00
		Subtotal	\$	17,705.00
<u>Laboratory Services</u>				
112	Each	Concrete Cylinders (ASTM C-39)	\$ 15.00	\$ 1,680.00
		Subtotal	\$	1,680.00
<u>Engineering Services</u>				
4	Hrs	Engineering Report Review (1/10 hr per report)	\$ 96.00	\$ 384.00
		Subtotal	\$	384.00
		OTHER	\$	19,769.00

Total for Construction Materials Testing \$ 121,881.00



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2010

PRODUCER Phone: 713-490-4600 Fax: 713-490-4700
USI Southwest
840 Gessner Suite 600
Three Memorial City
Houston TX 77024

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.

INSURED
H V J Associates Inc.
6120 S. Dairy Ashford
Houston TX 77072

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: Hudson Insurance Company	25054
INSURER B: Hartford Accident & Indemnity	22357
INSURER C: Hartford Underwriters Insuran	30104
INSURER D: Hartford Casualty Insurance C	29424
INSURER E: Twin City Fire Insurance Comp	29459

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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C	GENERAL LIABILITY <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 type="checkbox"/> LOC	61UUNIT2215	12/15/2009	12/15/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	61UUNIT2215	12/15/2009	12/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
D	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	61XHUIT0937	12/15/2009	12/15/2010	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	61WBIO0214	12/15/2009	12/15/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Professional Liability	AEE7204003	4/6/2010	4/6/2011	Per Claim \$1,000,000 Annual Aggregate \$2,000,000

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

Blanket Waiver of Subrogation (all policies) and Blanket Additional Insured (all policies except Workers Compensation & Professional Liability) is issued in favor of the Certificate Holder as required by written contract, but limited to the operations of the Named Insured. The General Liability policy is primary and non-contributory to the insurance available to the Additional Insured as required by written contract.

HVJ PROJECT NAME: KATY FLEWELLEN, PBC JOB NO. 734; HVJ PROJECT NO. HC1012580

CERTIFICATE HOLDER

FORT BEND COUNTY RISK MANAGEMENT
4520 Reading Road, Suite A
Rosenberg TX 77471

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

The Certificate of Insurance on the reverse side of this form 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.