

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR MATERIALS ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Geotest Engineering, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide materials engineering services related to the West Belfort Road widening project (hereinafter "Services"); and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Article III. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is forty-seven thousand five hundred and fifty-four dollars and no/100 (\$47,554). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County. Payment will be made in accordance with those payment procedures set forth in Section 3.3 below.

3.3 It is understood and agreed that payments will be made to Contractor by County based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Limit of Appropriation

4.1 Prior to 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 of this Agreement, that County shall have available the total maximum sum of forty-seven thousand five hundred and fifty-four dollars and no/100 (\$47,554), specifically allocated to fully discharge any and all liabilities which may be incurred by County.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, 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 forty-seven thousand five hundred and fifty-four dollars and no/100 (\$47,554).

Article V. Time of Performance

It is understood and agreed that the time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than one hundred and twenty (120) days thereafter. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by the County.

Article VI. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article VIII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County

upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. All such data and material shall be promptly furnished to County on request.

Article IX. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article X. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article XI. Indemnity

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

Article XII. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any

time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Article XIII. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XIV. Contract Administration

14.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Engineering Department, P.O. Box 1449, Rosenberg, Texas 77471, or at such other place or places as it may from time to time designate by written notice delivered to Contractor. For purposes of notice

under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

14.2 All written notices, demands, and other papers or documents to be delivered to Contractor under this Agreement shall be delivered to Geotest Engineering, Inc., 5600 Bintliff Drive, Houston, Texas 77036, or such other place or places as Contractor may designate by written notice delivered to County.

Article XV. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XVI. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Article XVII. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XVIII. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Article XIX. Successors and Assigns

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 the other party, in respect to all covenants of this Agreement.

Article XX. Publicity

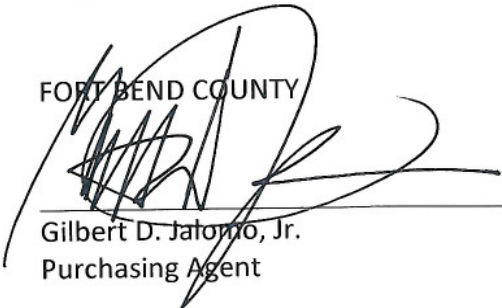
Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express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

Article XXI. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 2 day of August, 2012.

FORT BEND COUNTY



Gilbert D. Jatomo, Jr.
Purchasing Agent

GEOTEST ENGINEERING, INC.

B.C. M

Authorized Agent- Signature

Mohan C. Ballagere, P.E.

Authorized Agent- Printed Name

Vice President

Title

July 30, 2012

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 47,554.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 11502369-01

Date: 07-06-2012

Fort Bend County
c/o Costello, Inc.
Attention: Mr. A. "Alex" Khoshakhlagh, P.E.
Houston, TX
E-mail: akhoshakhlagh@coseng.com

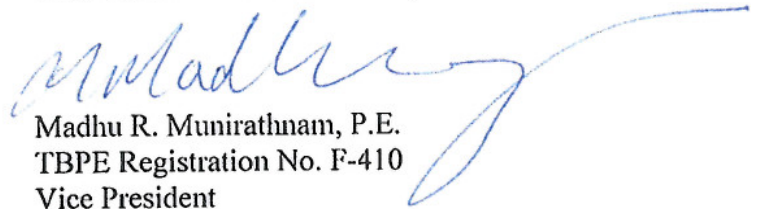
**Re: Drainage and Paving Improvements for West Belfort Road Widening
Fort Bend County**

Dear Mr. Khoshakhlagh,

Based on the drawings and specifications furnished to us, Geotest Engineering, Inc. is pleased to submit our cost estimate for performing materials engineering services during the construction of the above referenced project. Based on the proposed scope of services, we estimate a budget of \$ 47,554.00. Any additional services requested and not part of this estimate will be charged in accordance with our fee schedule. An estimated work sheet is included with this proposal

Please indicate your formal acceptance by signing below and returning one (1) copy. We look forward to working with you. If you have any questions, please contact me at your convenience.

Very truly yours,
GEOTEST ENGINEERING, INC.


Madhu R. Munirathnam, P.E.
TBPE Registration No. F-410
Vice President

Cost Estimate

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

GEOTEST ENGINEERING, INC.
5600 Bintliff Drive Houston, Texas 77036 Tel (713) 266-0588

CONSTRUCTION MATERIALS TESTING
FBC - Drainage and Paving Improvements for West Belfort Road Widening

	<u>Quantity</u>		<u>Unit</u> <u>Rate</u>		<u>Amount</u>
PERSONNEL					
10300 Project Engineer, P.E.	<u>20</u>	x	\$96.00	/ Hr	= <u>\$1,920.00</u>
10500 CMT Manager/Project Manager	<u>4</u>	x	\$76.00	/ Hr	= <u>\$304.00</u>
10700 Technician	<u>536</u>	x	\$50.00	/ Hr	= <u>\$26,800.00</u>
10701 Technician OT	<u>40</u>	x	\$75.00	/ Hr	= <u>\$3,000.00</u>
11100 Welding Inspector, CWI, ACCP II	<u>16</u>	x	\$78.00	/ Hr	= <u>\$1,248.00</u>
15000 Vehicle Charge	<u>76</u>	x	\$60.00	/ Day	= <u>\$4,560.00</u>
PORTLAND CEMENT CONCRETE					
30100 Compressive Str. (Cylinder) (C-39)	<u>120</u>	x	\$15.00	/ Ea	= <u>\$1,800.00</u>
30900 Concrete Coring (4" diameter to 6" Thickness) (C 42)	<u>8</u>	x	\$90.00	/ Ea	= <u>\$720.00</u>
31000 Concrete Coring, additional thickness (6" to 12") (C 42)	<u>18</u>	x	\$8.00	In.	= <u>\$144.00</u>
31300 Measuring Length of Core (C 174)	<u>8</u>	x	\$11.00	/Ea	= <u>\$88.00</u>
HMAC					
40500 Extraction/Gradation (Tex - 210F)	<u>2</u>	x	\$174.00	/Ea	= <u>\$348.00</u>
40700 HVEEM Stability (Tex - 208F)	<u>2</u>	x	\$82.00	Set	= <u>\$164.00</u>
40800 Bulk Density - Lab Molded or Core (Tex - 207F)	<u>2</u>	x	\$46.00	Set	= <u>\$92.00</u>
41000 Molding Specimens (Tex - 206F)	<u>2</u>	x	\$54.00	Set	= <u>\$108.00</u>
41100 Maximum Theoretical Specific Gravity (Tex - 227F)	<u>2</u>	x	\$78.00	/Ea	= <u>\$156.00</u>
STRUCTURAL STEEL					
50300 Rebar pull test Equipment	<u>4</u>	x	\$50.00	Day	= <u>\$200.00</u>
SOILS					
90100 Liquid & Plastic Limits (D 4318)	<u>3</u>	x	\$53.00	/ Ea	= <u>\$159.00</u>
90600 Percent Passing #200 Sieve (D 1140)	<u>3</u>	x	\$41.00	/ Ea	= <u>\$123.00</u>
92300 OMD Standard Compaction (D 698)	<u>3</u>	x	\$175.00	/ Ea	= <u>\$525.00</u>
92800 Optimum Lime Content - PI Method	<u>2</u>	x	\$208.00	/ Ea	= <u>\$416.00</u>
TREATED SOILS					
94100 Cement Sand Compressive Str. (D 1633)	<u>20</u>	x	\$61.00	/ Ea	= <u>\$1,220.00</u>
94500 OMD Strength Compaction, Treated (D 698)	<u>3</u>	x	\$193.00	/ Ea	= <u>\$579.00</u>
95100 Nuclear Density Gauge (D 6938)	<u>320</u>	x	\$9.00	/ Hr	= <u>\$2,880.00</u>
TOTAL					\$47,554.00

Overtime rate of 1.5 times the hourly rate for all hourly employees is applicable for any hours worked before 6:00 a.m. or after 6:00 p.m. Monday through Friday, and any hours worked on Saturday, Sunday or holiday or over 8 hours per day.

A minimum of 4 hours will be charged at the applicable rate for all technician/inspector services excluding sample pickup.



CERTIFICATE OF LIABILITY INSURANCE

GEOENC1 OP ID: BRGA

DATE (MM/DD/YYYY)

07/31/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Swantner & Gordon Ins Agcy-HO A Higginbotham Company 1500 Citywest Blvd Suite 500 Houston, TX 77042 Rick Dernehl	713-952-9990	CONTACT NAME:	
	713-952-9939	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Hartford Fire Ins Co			19682
INSURER B : Sentinel Insurance Co Ltd			11000
INSURER C : Texas Mutual Ins Co			22945
INSURER D : Hartford Casualty Ins Co			29424
INSURER E : Evanston Insurance Co			35378
INSURER F :			

INSURED **Geotest Engineering, Inc.
5600 Bintliff Drive
Houston, TX 77036**

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		61UUNKO2815	10/01/11	10/01/12	EACH OCCURRENCE \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		61UUNKO2815	10/01/11	10/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		61RHUJT3787	10/01/11	10/01/12	EACH OCCURRENCE \$ 2,000,000
						AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TSF0001144087	10/01/11	10/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 1,000,000
E	Professional Liab Pollution Liability		11CPLD00009	10/01/11	10/01/12	Ea Occur \$ 2,000,000
						Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is Extended To Read Fort Bend County and the Members of Commissioners Court.

CERTIFICATE HOLDER**CANCELLATION**

Fort Bend County 301 Jackson Street, Ste 728 Richmond, TX 77469	FOBE-R3	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 

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NOTEPADINSURED'S NAME **Geotest Engineering, Inc.****GEOENC1
OP ID: BRGA**PAGE 2
DATE **07/31/12****General Liability:**

General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status. Commercial General Liability Policy Coverage Form HG0001 06/05 Section II - Who is an Insured, Section 6 page 10 of 18.

General Liability policy includes a primary & non-contributory provision only when there is a written contract between the insured and certificate holder that requires such provision. HG0001 06/05 Section IV - Conditions, Section 4 - Other Insurance - 7(a) (b), page 14 of 18.

General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and certificate holder that requires it. Form HG0001 06/05 Section IV - Section 8.b page 15 of 18.

Automobile Liability:

Automobile policy includes Commercial Automobile Broad Form Endorsement Form HA9916 09/10 that provides additional insured status to the certificate holder only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status. Section D (page 1 of 5), which coverage will be Primary & Non-Contributory is so required, Section E (page 2 of 5).

Auto Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and certificate holder that requires it. Form HA9916 09/10 Section 15 page 4 of 5.

Workers Compensation:

The Workers Compensation policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and certificate holder that requires it. Texas Waiver of our Right to Recover From Others. WC420304A 01/2000