

STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL  
DESIGN SERVICES  
SHERIFF’S OFFICE – GRAND HALL

THIS AGREEMENT is made and entered by and between Fort Bend County, Texas, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and Lockwood, Andrews & Newnam, Inc., hereinafter referred to as “Contractor,” authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional design and construction documents services for the build-out of the Sheriff’s Office Grand Hall Office located at 1410 Williams Way Blvd, located in Richmond, Fort Bend County Texas, hereinafter referred to as 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.

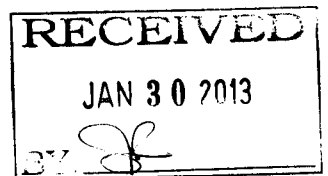
NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I  
CHARACTER AND EXTENT OF SERVICES

- 1.01 Contractor shall provided professional services as detailed in Attachment A, proposal from Contractor dated January 28, 2013, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Contractor will provide the services detailed in Attachment within ninety (90) days of the effective date of this Agreement.

SECTION II  
CONTRACTOR’S COMPENSATION

- 2.01 For and in consideration of the professional services rendered by Contractor for the services provided under Attachment A, and subject to the limit of appropriation under Section XIII, County shall pay to Contractor an amount not-to-exceed \$15,370.00, including all expenses.
- 2.02 Contractor shall submit invoices to County as detailed in Section 2.03 below 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 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 shall submit to County two (2) copies of invoices detailing the amounts due for services performed, set forth separately for work under this Agreement, and accompanied by a progress report describing the tasks performed in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.

### SECTION III TIME OF PERFORMANCE

- 3.01 This Agreement shall become effective upon execution of County and shall terminate on or before September 30, 2013.
- 3.02 Any services provided by Contractor or any costs incurred by Contractor before issuance of this Agreement shall be ineligible for payment or reimbursement.

### SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Contractor.
- 4.02 Upon receipt of such termination notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts, if any, insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) days after receipt of notice of termination, Contractor shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay Contractor that proportion of the services actually performed under this Agreement that 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, reports, summaries and documents of any kind 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 OWNERSHIP AND REUSE OF DOCUMENTS

- 5.01 All documents, including electronic files, correspondence, estimates, specifications, field notes, reports, documents and data created, produced, developed or prepared by Contractor or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of County.
- 5.02 County shall not be entitled to any Documents not deemed "final" by Contractor until termination of this Agreement.

- 5.03 Contractor shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Contractor has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Contractor, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of Contractor will be at the County's sole risk and without liability or legal exposure to Contractor.
- 5.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Contractor agree that the services provided are a "work for hire" as the term is used in the Federal Copyright Act.
- 5.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permit only for use in connection with the services provided under this Agreement and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

#### SECTION VI PERSONNEL, EQUIPMENT, AND MATERIAL

- 6.01 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.
- 6.02 County will approve assignment and release of all key Contractor personnel and Contractor shall submit written notification of all key Contractor personnel changes for the County's approval prior to the implementation of such changes. For the purpose of this agreement, key Contractor personnel are defined in Attachment A, Project Team
- 6.03 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement and Attachment A. Any employee of the Contractor who, in the opinion of County, is incompetent or by conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- 6.04 Except as otherwise specified herein, Contractor shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

#### SECTION VII CONTRACTOR'S INSURANCE REQUIREMENTS

- 7.01 Prior to commencement of the providing services for the Project, 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, without 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:

- A. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- B. 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.
- C. 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.
- D. 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.
- E. Professional Liability insurance with limits not less than \$1,000,000.

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

7.03 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.

#### SECTION VIII INDEMNIFICATION

8.02 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 OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES AND FOR WHICH CONTRACTOR IS FOUND TO BE LEGALLY LIABLE.

- 8.03 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 ACTIVITIES BY CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES AND FOR WHICH CONTRACTOR IS FOUND TO BE LEGALLY LIABLE.

SECTION IX  
DISPUTE RESOLUTION

- 9.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Contractor agree to submit the dispute to mediation.
- 9.02 In the event County or Contractor desire to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 calendar days of the receipt of such notice, such dispute shall be submitted for mediation.
- 9.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 9.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION X  
NOTICE

- 10.01 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 County or Contractor at the addresses set forth below.
- 10.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 10.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
- A. If to Contractor: Lockwood, Andrews & Newman, Inc.  
2925 Briarpark Drive, Suite 400  
Houston, Texas 77042  
Attn: Jon D. Jelinek, Team Leader/Principal-in-Charge
- B. If to County notice must be sent to the County Project Manager:

Facilities Management and Planning Department  
Don Brady, Director  
301 Jackson  
Richmond, Texas 77469

Fort Bend County Purchasing Department  
Gilbert D. Jalomo, Jr., CPPB  
301 Jackson  
Richmond, Texas 77469

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

## SECTION XI REPORTS OF ACCIDENTS

- 11.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Contractor), Contractor shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.
- 11.02 Contractor shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Contractor's performance of work under this Agreement.

## SECTION XII CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 12.01 Contractor will perform all services in accordance with the highest professional standards in the industry, and will use its best efforts, skill, judgment, and abilities to provide the products and/or perform the services set forth in this Agreement.
- 12.02 Contractor represents and warrants that it will, at its own cost, correct any errors or omissions in products or services it provides under the Agreement as soon as is practical after Contractor becomes aware of such effects or is notified of such errors or omissions. If Contractor neglects to make good such errors or omissions within a reasonable time after receiving notice requesting such remedial work, then County will be entitled to make good such defective products or services at the expense of Contractor. This commitment by Contractor is in addition to, and not in substitution for, any other remedy for defective products or services that County may have at law or in equity.
- 12.03 Contractor will call to County's attention all information in any computations, models, data, information, requirements, procedures, and all other documentation and materials supplied to Contractor which it regards in its opinion as unsuitable, improper or inaccurate in connection with the purposes for which such documentation or material is furnished. Nothing will excuse or detract from Contractor's responsibilities or obligations under this Agreement in a case where such documentation or material is furnished, unless Contractor advises County in writing that, in its opinion, such documentation or material and any requests made therein for action are unsuitable, improper, or inaccurate, and County confirms in writing that it wishes Contractor to proceed in accordance with the documentation and material as originally provided.
- 12.04 Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services.
- 12.05 Contractor will use its best efforts to use efficiently all resources or services necessary to provide the services that are required under this Agreement.
- 12.06 Contractor will use its best efforts to perform the services in the most cost-effective manner consistent with the required level of quality and performance.
- 12.07 Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party.

- 12.08 Contractor will perform the services in a manner that complies with all applicable laws and regulations.
- 12.09 Contractor has duly authorized the execution, delivery and performance of this Agreement.
- 12.10 Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of County.
- 12.11 Contractor shall require its sub-contractor(s), if any, to make the same representations and warranties as contained in this Agreement.

SECTION XIII  
LIMIT OF APPROPRIATION

- 13.01 Prior to the execution of this Agreement, Contractor has been advised by County, and County clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$15,370.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County for services provided under Attachment A.
- 13.02 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 the sum of \$15,370.00 for services allocated under Attachment A.

SECTION XIV  
SUCCESSORS AND ASSIGNS

- 14.01 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.
- 14.02 Neither County nor Contractor shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

SECTION XV  
SUCCESSORS AND ASSIGNS

- 15.01 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.

- 15.02 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.
- 15.03 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.
- 15.04 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable federal or state data privacy act.

#### SECTION XVI PUBLIC CONTACT

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

#### SECTION XVII MODIFICATIONS

This instrument and Attachment A 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 XVIII  
MISCELLANEOUS

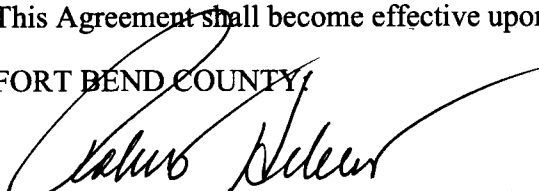
- 18.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 18.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 18.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve an agreement or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices 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.
- 18.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- 18.05 This Agreement shall be governed and construed 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.
- 18.06 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 if 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 the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- 18.07 If there is a conflict between this Agreement and Attachment A, the provisions of this Agreement shall prevail.

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SECTION XIX  
EXECUTION


This Agreement shall become effective upon execution by County.

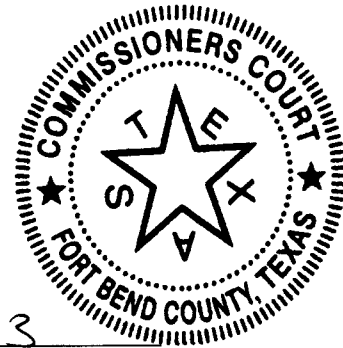
FORT BEND COUNTY:

  
\_\_\_\_\_  
Robert E. Hebert, County Judge


2-5-2013  
Date

Attest:

  
\_\_\_\_\_  
Dianne Wilson, County Clerk

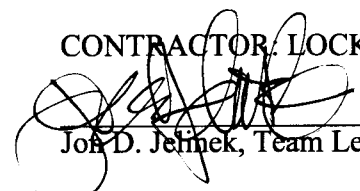


APPROVED:

By:   
\_\_\_\_\_  
Don Brady, Director  
County Facilities Management  
& Planning Department

1/30/13  
Date

CONTRACTOR: LOCKWOOD, ANDREWS & NEWMAN, INC.

  
\_\_\_\_\_  
Jon D. Jelmek, Team Leader/Principal-in-Charge

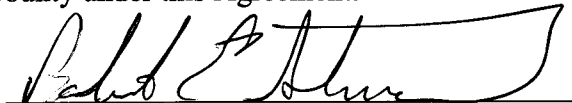
1-29-13  
Date

Attest:

\_\_\_\_\_  
MER:LAN.Grand Hall Design

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$15,370.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

  
\_\_\_\_\_  
Ed Sturdivant, Fort Bend County Auditor

Attachment A: Contractor's Proposal dated January 28, 2013

## Attachment A



January 28, 2013

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

**RE: Professional Engineering Services – Fort Bend County Sherriff's Office Grand Hall Office Build-Out**

Dear Don:

Thank you for your interest in having Lockwood, Andrews & Newnam, Inc. (LAN) provide engineering services for Fort Bend County (FBC). Please allow this letter to serve as our proposal to provide the requested design and construction documents for the build-out.

### **SCOPE OF SERVICES**

Based on our understanding of the project requirements, LAN will provide:

- Attendance at a pre-design meeting to finalize scope and assumptions.
- Mechanical Systems:
  - Demolition Sheet(s)
  - New work plans
  - Equipment/Diffuser Schedules
  - Details
  - Specifications
- Electrical Systems:
  - Demolition Sheet(s)
  - New Lighting plans
  - New Power Plans
  - Panel Schedules
  - Details
  - Specifications
- LAN will generate a 90% set of documents for FBC review. Upon completion of the review LAN will create a final package for construction.
- Bid Phase assistance to FBC as required including RFI's, bid tabulation, and attendance at the pre-bid walk through.
- Construction Phase services including RFI's, submittal review, two (2) site observations during construction and a final punch list walkthrough.
- Record Drawings.

### **ASSUMPTIONS**

FBC will provide architectural backgrounds of the Grand Hall in AutoCAD for use by LAN. Sprinkler systems will be by others and LAN will coordinate layouts as needed.

2925 Briarpark Drive • Houston, Texas 77042-4720 • 713.266.6000 • Fax: 713.266.2089 • www.lan-inc.com

Don Brady  
FBC Grand Hall Office  
01/28/2013

**COMPENSATION**

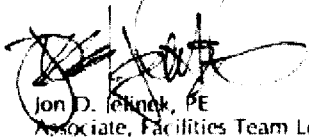
Based on the scope of work outlined above, we propose a lump sum fee of fifteen thousand, three hundred seventy dollars (\$15,370.00) including travel and expenses.

**SCHEDULE**

Upon notification to proceed, LAN expects to complete the above scope of services within 90 days.

We appreciate the opportunity to propose our services. If you have any questions, please feel free to contact the Project Manager, Jeff Thomas at [JRThomas@lan-inc.com](mailto:JRThomas@lan-inc.com) or call 713.821.0414. You can also reach me at [JDJelinek@lan-inc.com](mailto:JDJelinek@lan-inc.com) or call 713.821.0250.

Sincerely,  
**LOCKWOOD, ANDREWS & NEWNAM, INC.**



Jon D. Jelinek, PE  
Associate, Facilities Team Leader

FM130096

ACORD™

**CERTIFICATE OF LIABILITY INSURANCE**

6/10/2013

DATE (MM/DD/YYYY)  
1/29/2013

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Company		20443
INSURED 1055303 LOCKWOOD, ANDREWS & NEWNAM, INC. ATTN: MR. DON SCHUETZ 2925 BRIARPARK DRIVE HOUSTON, TX 77042	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	


**COVERAGES** LEAD01      **CERTIFICATE NUMBER:** 12158560      **REVISION NUMBER:** XXXXXXXX


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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	CIH 00 616 13 40	6/10/2012	6/10/2013	\$2,000,000 EACH CLAIM AND IN THE ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 PROJECT: SHERIFF'S OFFICE GRAND HALL.

**CERTIFICATE HOLDER**      **CANCELLATION**

<b>12158560</b> FACILITIES MANAGEMENT AND PLANNING DEPARTMENT ATTN: DON BRADY, DIRECTOR 301 JACKSON RICHMOND TX 77469	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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**RECEIVED**  
 FEB 14 2013  
 BY: 

FM 1300076

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

1/1/2014

DATE (MM/DD/YYYY)  
1/29/2013

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Company		20443
INSURER B : Valley Forge Insurance Company		20508
INSURER C : St Paul Fire and Marine Insurance Co		24767
INSURER D : National Fire Insurance Co of Hartford		20478
INSURER E :		
INSURER F :		

COVERAGES LEAD01 CERTIFICATE NUMBER: 12158556 REVISION NUMBER: XXXXXXXX

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	1015651942	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	1015651956	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	ZUP-14N19818-13	1/1/2013	1/1/2014	EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ 5,000,000
B B B	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 N	Y N/A	1015651973 (AOS) 1063334422 (CA) 2025515744 (HI)	1/1/2013 1/1/2013 1/1/2013	1/1/2014 1/1/2014 1/1/2014	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
PROJECT: SHERIFF'S OFFICE GRAND HALL. FORT BEND COUNTY AND THE MEMBERS OF COMMISSIONERS COURT ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL, AUTO AND EXCESS LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL, EXCESS AND AUTO LIABILITY AND WORKERS COMPENSATION WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER CANCELLATION See Attachments

<p>12158556</p> <p>FACILITIES MANAGEMENT AND PLANNING DEPARTMENT ATTN: DON BRADY, DIRECTOR 301 JACKSON RICHMOND TX 77469</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Don Brady</i></p>
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RECEIVED  
FEB 14 2013  
BY: [Signature]

POLICY NUMBER: C1015651942

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement. )

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**CG 24 04 10 93**

**© Insurance Services Office, Inc., 1992**

POLICY NUMBER(S): 1015651973 (AOS)  
1063334422 (CA)

## **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

### **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### **Schedule**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

**WC 00 03 1**

**CNA**

9-23186-A  
(Ed. 05/89)

POLICY NO. C1015651956

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

**SCHEDULE**

Name of Person or Organization:

BLANKET AS REQUIRED BY WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for the injury or damage. This injury or damage must arise out of your activities under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

9-23186-A  
(Ed. 05/89)

Page 1 of 1

**POLICY NO. WC115651973**

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of operations described in the Schedule where you are required by written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

**Schedule**

1. ( ) Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium

The premium charge for this endorsement shall be 5 percent of premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium