

STATE OF TEXAS       §  
                                   §  
 COUNTY OF FORT BEND §

**FIFTH AMENDMENT TO  
 PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
 PROJECT NO. 747 – RANSOM ROAD**

**THIS FIFTH AMENDMENT** is made and entered into 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 OTHON, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, on or about April 22, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” a First Amendment dated August 6, 2008, a Second Amendment on January 26, 2010, a Third Amendment dated January 4, 2011 which extended the time for completion of services only, and a Fourth Amendment dated September 6, 2011, hereinafter referred to as “prior Amendments,” for the expansion of Ransom Road, Project No. 747, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Engineer is hereby amended as follows:

**AGREEMENT**

1. Engineer shall provide the services as described in Exhibit A, Letter from Schaumburg & Polk, Inc. dated May 7, 2013.
2. This Fifth Amendment shall become effective upon execution of County and shall terminate on or before December 31, 2014.
3. An additional amount not-to-exceed \$27,000.00 shall be available for services provided for the Project as described in Exhibit A. The amount paid to Engineer for services provided shall not exceed \$1,362,000.00, including all expenses, if any, as follows:
  - A. \$740,000.00 for services under the Agreement;
  - B. \$30,000.00 for additional services under the First Amendment
  - C. \$400,000.00 for additional services under this Second Amendment
  - D. \$-0- under the Third Amendment (time extension only)
  - E. \$165,000.00 for additional services under this Fourth Amendment
  - F. \$27,000.00 for additional services under this Fifth Amendment.
4. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.

5. Attached hereto is Exhibit A – letter from Schaumburg & Polk, Inc. dated May 7, 2013 regarding additional services. The Agreement and all prior Amendments are incorporated by reference as if set forth therein verbatim for all purposes.
6. Except as modified herein, the Agreement and prior Amendments remain in full force and effect and has not been modified or amended.
7. If there is a conflict between this Fifth Amendment and the Agreement and any prior Amendments, the provisions of this Fifth Amendment shall prevail.

#### EXECUTION

This Fifth Amendment shall become effective upon execution by County.

FORT BEND COUNTY:

Robert E. Hebert  
Robert E. Hebert, County Judge

7-23-13  
Date

Attest:

Dianne Wilson  
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

Richard W. Stolle  
Richard W. Stolle, P.E., Fort Bend County Engineer

7/18/13  
Date

ENGINEER: Othon, Inc.

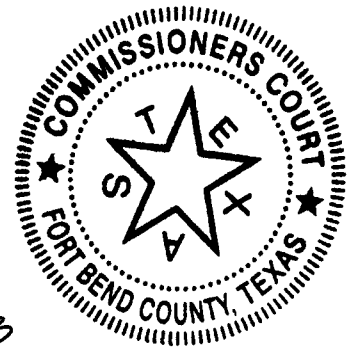
William Othon  
William Othon, P.E., President

7/16/13  
Date

Attest:

Pat Newman  
Pat Newman, Secretary

MER:Engineering Services Agreement.Othon.3791-747- Fifth Amendment



#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,362,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant  
Ed Sturdivant, Fort Bend County Auditor

Exhibit A



May 7, 2013

Mr. Richard W. Stolleis, P.E.  
County Engineer  
Fort Bend County  
1124 Blume Road  
Rosenberg, Texas 77471

Re: Williams Way (Ransom Road); EBC Project No. 747  
Contract Amendment for Othon, Inc.

Project No. 300701.12

Dear Mr. Stolleis:

Othon, Inc. has sent the attached request for additional funds to be made available to them for several out-of-scope services that have been required for the completion of the Williams Way project. The services and levels of effort are detailed in their proposal letter, which is enclosed. A portion of the funds requested are allocated to Othon's subconsultant, Lippke Cartwright & Roberts, Inc.

We have reviewed the request and level of effort, and recommend that Othon's fee be increased by \$27,000.00, as requested. Sufficient funds exist in the County's contract with them now, but those funds will be required for Williams Way Phase 2 construction phase services. Therefore, we recommend that a contract amendment be prepared to increase Othon's fee in the amount of \$27,000.00.

We also recommend that the amendment include a time extension of Othon's contract to December 31, 2014.

Please call me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mark C. Dessens".

Mark C. Dessens, P.E.  
Project Manager

MCD:md  
Enclosure



OTHON, INC.  
11111 Wilcrest Green, Suite 128  
Houston, Texas 77042

CONSULTING ENGINEERS  
Civil, Transportation, Environmental  
Construction Management

713 975 8553 TELEPHONE  
713 975 9068 FAX  
othoncorp@othon.com EMAIL  
<http://www.othon.com> WEBSITE

May 6, 2013

Mr. Mark Dessens, P.E.  
Shaumburg & Polk, Inc.  
11767 Katy Freeway, Suite 200  
Houston, Texas 77072

Re: Williams Way (aka Ransom Road Project)  
Phase 2 Limits – Pilgrim Road to Wheaton Street  
FBO Project No. 747

Dear Mr. Dessens:

As of October 2011, the Engineering Services for the widening of Williams Way (the "Project") was substantially completed to the 90% stage of design before the Project was placed on hold to further evaluate the coordination of the Golfview Drive project as well as drainage improvements to Rabbit Bayou. As of December 2012, these issues have been resolved allowing for the continuance and completion of the design for Phase 2 of the Project. However, during the course of these evaluations, additional items of work have become necessary which were not included in the previous Scope of Services. The following items are briefly identified as follows:

- Golfview Drive Project – review, coordination and accommodation of proposed design for roadway, drainage, ITS, utilities and traffic control at the interplace of Williams Way and Golfview
- Evaluation of Alternative Williams Way Phase 2 construction limits to divide project into separate PS&E construction packages
- Incorporation of Construction Field Revisions related Williams Way Phase 1 Project at the Phase 2 eastern terminus – revised pavement limits and traffic control detour pavement limits
- Young Property Lot Improvements – review, coordination and accommodation of two (2) proposed driveways, drainage, lot lines, proposed waterline and sanitary sewer design. Includes revision to Storm Sewer plans for accommodation of driveways
- Storm Sewer adjustment / redesign at Legion Dr. required by proposed sidewalk / pedestrian ramp design
- Update roadway plans to include the latest 2012 survey of the Justice Center drainage and roadway
- Update Project Quantities, Specifications and Engineers' Estimate for the items listed herein and update previous specifications and standards to most current 2013 versions
- Associated coordination meetings with various designers and stakeholders related to the items listed above
- Re-evaluation of Force main conflict and coordination of field data collected by City of Richmond for potential conflict of 18" Sanitary Force Main located at Legion Drive, south ROW.
- Update of Utility Coordination and facilities for 2013 PS&E (CenterPoint Electric and Gas)
- Various coordination meetings for the rescheduling of the Project letting



Mark Dassens, P.E.  
May 6, 2013  
Page 2

Othon, Inc. and its subconsultants have carefully evaluated these Extra Work Items to be outside of previously approved Scope of Services and necessary for the completion and delivery of the final construction documents for Williams Way Phase 2 PS&E.

The estimated cost of the additional services is \$27,000.00. A detailed breakdown of these costs will be provided upon request.

We respectfully request your review and consideration of this cost proposal. Othon, Inc. and its subconsultants remain committed to the expeditious completion and delivery of the Project.

Sincerely,

Charles A. Othon  
Vice President  
Othon, Inc.

cc: F. William Othon, P.E.

**AMENDMENT NO. 5**

**SCOPE OF WORK**

**SERVICES TO BE PROVIDED BY THE ENGINEER**

The scope of engineering services to be provided by the Engineer shall be in accordance with the tasks outlined in Work Authorization 4 and this Supplemental Agreement scope of work outline provided herein. The Engineer shall furnish all equipment, materials, supplies, and incidentals required to perform these services except as otherwise specified.

**SUPPLEMENTAL AGREEMENT SCOPE**

The scope of engineering services to be provided by the Engineer shall consist of the various adjustments and redesign for approximately 4,500 linear feet of Williams Way Boulevard from approximate station 10+00 to 55+00 in Fort Bend County, Texas. The engineering services shall include modification of previously submitted 100% PS&E drawings (October 2011) to address various revisions along Williams Way Boulevard Phase 2 construction plan drawings, details, specifications, and estimates.

These plan revisions and adjustments are explained in further detail below under "Work Outline" separated by Task.

**WORK OUTLINE**

**TASK 1 – Revise Roadway Geometrics (Horizontal and Vertical)**

- A. The Engineer will prepare revised horizontal and vertical roadway geometrics at the intersection of Golfview and Williams Way in order to accommodate modifications required by the adjacent Golfview Drive Design prepared by Others. These revisions will also include update to storm sewer adjustments, Traffic Control Plans, utility relocation, ITS conduit location as required for the coordination of the adjacent Project construction.

**TASK 2 – Alternative Design Concept Study (Split PS&E into 2 Packages)**

- A. The Engineer will prepare a conceptual geometric boundary design and procedure to evaluate the possibility of dividing the project limits into 2 separate PS&E projects, bounded by Legion Drive in order to facilitate an accelerated construction schedule.

**TASK 3 – Incorporate Phase 1 Field Revision at Phase 2 Interface**

- A. The Engineer will adjust the Phase 2 PS&E roadway plans and TCP as required to provide for modified limits of transition and roadway and storm sewer construction limits which were altered by the Phase 1 Williams Way construction contract due to Field Utility Conflicts (CPE Power Pole).

**TASK 4 –Design Accommodation of Young Property Improvements**

- A. At the direction of the County Engineer, the Engineer will design and prepare plans for the accommodation of two (2) driveways and median opening for the proposed Lot Improvements associated with the Young Property. The Engineer will coordinate with the Young Property Engineer to establish horizontal and vertical points of tie-in, possible utility considerations for the roadway design and storm sewer design and coordination. The final design will be modified to include the construction elements necessary, as approved by the County Engineer, for the Williams Way PS&E.

**TASK 5 – Update Plans for Latest 2012 Survey of the Justice Center**

- A. The Engineer will prepare roadway plans in conjunction with the latest field survey prepared for the area near and at the recently completed Fort Bend County Justice Center complex.

**TASK 6 – Median Cuts and Driveways – MATHIS PROPERTY**

- A. The Engineer will include in the final PS&E, as directed by the County Engineer, revised median cut and driveway design for the Mathis Property access driveway located at approximate station 34+00.

**TASK 7 – Incorporate City of Richmond Field Survey – Sanitary Force Main**

- A. The Engineer will assist coordination with the City of Richmond Public Work the survey of an existing 16" Force main located on the southern ROW of Williams Way at Legion Drive for the evaluation and possible avoidance of the utility relocation.
- B. The Engineer will evaluate and prepare Roadway plans to accommodate the avoidance of the relocation of the existing Force main based on Field Survey data collected by City of Richmond.

**TASK 8 – Revise PS&E Specification and Standards**

- A. The Engineer will prepare a final construction package document, ensuring that all standards and specifications are revised to reflect the most recent standards and specifications for 2013 (previous submittal in 2011).

**TASK 9 – Revise and/or Update Quantities and Cost Estimates (QA/QC)**

- A. The Engineer will perform QA/QC review of the revisions identified herein and prepare a final and updated bill of quantities and Engineering Cost Estimate for the revised elements of construction. The Engineer will respond and address comments provided by the County and/or their consultants for the revisions items identified herein.

**TASK 10 – Update Drainage Design**

- A. The Engineer will redesign the drainage and storm sewer approach at Legion Drive (north ROW) to accommodate the newly proposed sidewalk and pedestrian ramps proposed at the intersection. In addition the Engineer will coordinate the storm sewer design, prepare analysis and modify the Storm Sewer plan and profile for the Young Lot property improvements including the sizing and stub out design from the Williams Way storm trunk line to the property at the northern ROW line.



**EXHIBIT B**  
**Total Fee Summary**  
**2007 Fort Bend County Mobility Program**  
**Ransom Road**  
**Fort Bend County Project No. 747**  
**AMENDMENT NO. 5**

**REDESIGN OF RANSOM RD, APPROXIMATE STA 10+00 TO 31+00**

Sponsor: Fort Bend County

Description: Various Roadway and Drainage Adjustments for Preparation of Final Plans Phase 2

Date: 05/06/2013

Othon Labor=	\$18,099
Othon Expenses=	<u>\$0</u>
Othon Total=	\$18,099

LCR Labor=	\$9,506
LCR Expenses=	<u>\$0</u>
LCR Total=	\$9,506

Other Subs

Survey=	\$0
Geotechnical=	\$0
Environmental=	\$0
Traffic Studies=	<u>\$0</u>

<b>Project Total Fee=</b>	<b>\$27,604</b>
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**Othon Fee Summary**  
**2007 Fort Bend County Mobility Program**  
**Ransom Road**  
**AMENDMENT NO. 5**

**REDESIGN OF RANSOM RD, APPROXIMATE STA 10+00 TO 31+00**

Sponsor: Fort Bend County

Date: 05/06/2013

**LABOR**

Classification	Hours	Rate	Labor
Sr. Proj. Mgr.	32	\$58.68	\$1,877.76
QA/QC Engineer	4	\$44.56	\$178.24
Project Manager	0	\$55.29	\$0.00
Sr. Proj. Engineer	42	\$54.99	\$2,309.58
Proj. Engineer	0	\$44.56	\$0.00
Sr. Design Tech./EIT	30	\$28.89	\$866.70
Sr. EIT	0	\$32.96	\$0.00
Sr. CADD Tech.	0	\$33.99	\$0.00
CADD Tech.	36	\$30.00	\$1,080.00
Tech II	0	\$28.00	\$0.00
Tech I	0	\$21.52	\$0.00
Administrative	0	\$24.92	\$0.00
<b>Total Labor</b>	<b>144</b>		<b>\$6,312.28</b>

OVERHEAD 156.00% \$9,847.16

OPERATING MARGIN 12% \$1,939.13 256.00%

EXPENSES \$0.00

FEE \$18,098.57

**2007 Fort Bend County Mobility Program  
SUPPLEMENTAL WORK AUTHORIZATION NO. X  
TO WORK AUTHORIZATION NO. 4**

Fort Bend County Project No. 747

**Sponsor:** Fort Bend County

Kavayati Kal, Vithaldas Shrinani to Lingam Devar

Cooper, John. 1997.

Fifth Amendment to Professional Engineering Services Agreement  
Othon, Inc. – Project No. 747 – Ransom Road  
Page 11 of 12

	A	B	C	D	E	F	G	H	I
1	OCH, INC. MAN-HOUR ESTIMATE							DATE: 5/7/2013	
2	FORT BEND COUNTY TRACT 2 - MOBILITY PROJECT							FEE ESTIMATE	
3	RANSOM RD WIDENING - STORM SEWER DESIGN							P. 1 OF 1	
4	PROJECT LIMITS: FARM WITH ACRE TO WILLIAMS WAY								
5	FORT BEND PROJECT NO. 747								
6	AMENDMENT NO. 5								
7									
8									
9	ADDITIONAL WORK ITEMS							PROJECT NO. 747	2.712
10	FEE ESTIMATE - HOURLY								
11	CLASSIFICATION	PRINCIPAL	PROJECT MANAGER	SR. STAFF ENGINEER I	SENIOR STAFF ENGINEER II	TECH I	CLERICAL	HOURLY TOTALS	LABOR COSTS
12	RAW SALARY	\$ 57.60	\$ 36.05	\$ 36.05	\$ 28.11	\$ 20.00	\$ 13.53		
13	BENEFIT RATE	\$ 16.79	\$ 104.98	\$ 104.98	\$ 82.90	\$ 58.24	\$ 38.52		
14	ADJUST AND REVISION DRAINAGE AT LEGION (X) FOR SIDEWALK REVISIONS (SITE VISIT)	4.00	28.00		2.00	14.00		34.00	\$ 4,754.39
15	COORDINATE WITH YOUNG PROPERTY OWNER ENGINEER (X) REVISIONS (X) ADJUST DRAINAGE CURB AT YOUNG DRIVEWAY	2.00	4.00		2.00	8.00		16.00	\$ 1,367.81
16	FIELD AND PREPARE THE REVISION STORM SEWER AND STUB OUT TO YOUNG PROPERTY	1.00	4.00		2.00	4.00		11.00	\$ 985.84
17	UPDATE QUANTITIES	1.00	4.00			4.00		9.00	\$ 820.66
18	ADMINISTRATION (MEETINGS AND COORDINATION WITH PRIVATE)	4.00	4.00			8.00		16.00	\$ 1,557.80
19									\$
20									\$
21									\$
22									\$
23									\$
24	SUBTOTAL	22.00	80.00		8.00	48.00		106.00	\$ 8,505.55

ACORD<sup>TM</sup>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2013

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).

<b>PRODUCER</b> <b>USI Southwest</b> <b>Three Memorial City</b> <b>840 Gessner, Suite 600</b> <b>Houston, TX 77024</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 713 490-4600</b> <b>FAX (A/C, No): 713-490-4700</b> <b>E-MAIL ADDRESS:</b>																					
<b>INSURED</b> <b>Othon, Inc.</b> <b>11111 Wilcrest Green #128</b> <b>Houston, TX 77042</b>	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Travelers Lloyds of TX Ins Co</td><td>41564</td></tr> <tr> <td>INSURER B :</td><td>Travelers Indemnity Company of</td><td>25682</td></tr> <tr> <td>INSURER C :</td><td>Catlin Insurance Company, Inc.</td><td>19518</td></tr> <tr> <td>INSURER D :</td><td>Charter Oak Fire Insurance Comp</td><td>25615</td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Travelers Lloyds of TX Ins Co	41564	INSURER B :	Travelers Indemnity Company of	25682	INSURER C :	Catlin Insurance Company, Inc.	19518	INSURER D :	Charter Oak Fire Insurance Comp	25615	INSURER E :			INSURER F :		
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INSURER F :																						

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY			PACP4831L381	09/29/2012	09/29/2013	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	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 - COMP/OP AGG	\$2,000,000		\$
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D	AUTOMOBILE LIABILITY			BA5061L017	09/29/2012	09/29/2013	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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PROPERTY DAMAGE (Per accident)	\$																				
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB7901Y849	09/29/2012	09/29/2013	<table border="1"> <tr> <td> <input checked="" type="checkbox"/> WC STATUTORY LIMITS  <input type="checkbox"/> OTH-ER               </td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
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E.L. DISEASE - POLICY LIMIT	\$1,000,000																				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A																				
C	Professional Liability			AED1978800913	09/29/2012	09/29/2013	<table border="1"> <tr><td>\$2,000,000 per claim</td></tr> <tr><td>\$2,000,000 annl aggr.</td></tr> </table>	\$2,000,000 per claim	\$2,000,000 annl aggr.												
\$2,000,000 per claim																					
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder and County Commissioners only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability policy provide a Blanket Waiver of Subrogation when required by written contract. The All policies include an endorsement providing that 30 days notice of cancellation for reasons other than non payment of premium (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Fort Bend County</b> <b>Attn: Paulette Batts</b> <b>1124 Blume Road</b> <b>Rosenberg, TX 77471</b>	<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> 
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## DESCRIPTIONS (Continued from Page 1)

and 10 days notice of cancellation for non payment of premium will be given to the Certificate Holder by the Insurance Carrier.

RE: The General Liability and Auto Liability policy(s) include a blanket automatic Additional Insured endorsement 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, and only with regard to work performed on behalf of the named insured. The General Liability, Auto Liability and Workers Compensation policy(s) provide a Blanket Waiver of Subrogation when required by written contract. The General Liability policy(s) contains a special endorsement with "Primary and Noncontributory" wording.