

286

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR PROFESSIONAL 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 HR Green, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain preliminary design phase, final design phase and bid/construction phase services for the Fort Bend County 2013 Mobility Bond Program – No. 13211 Sugar Land-Howell Road from Bissonnet to Old Richmond, (hereinafter "Services") pursuant to SOQ 14-025; 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**

**Section I. Scope of Services**

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

**Section 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.

### **Section 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 three hundred sixty-eight thousand nine hundred one dollars and 00/100 (\$368,901.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor 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.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy and two (2) original hard 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.

### **Section IV. Limit of Appropriation**

4.1 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 three hundred sixty-eight thousand nine hundred one dollars and 00/100 (\$368,901.00), specifically allocated to fully discharge any and all liabilities County may incur.

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 and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed three hundred sixty-eight thousand nine hundred one dollars and 00/100 (\$368,901.00).

### **Section V. Time of Performance**

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 twenty-four (24) months thereafter. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

## **Section VI. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Section VII. Termination**

### **7.1 Termination for Convenience**

7.1.1 County may terminate this Agreement at any time upon forty-eight (48) hours 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.

#### **Section 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. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 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.

#### **Section 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. 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.

#### **Section XI. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER 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.**

#### **Section 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 from County 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 rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) 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 promptly 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.

### **Section 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.

### **Section XIV. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: HR Green, Inc.  
Attn: Stephan A. Sparks, P.E.  
11011 Richmond Avenue, Suite 375  
Houston, Texas 77042

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 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 by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 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.

#### **Section XVII. Assignment**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section XVIII. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 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.

**Section XX. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section XXI. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section XXII. 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.

**Section XXIII. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

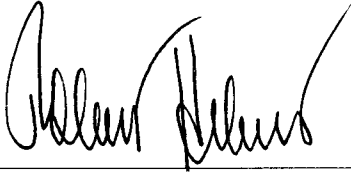
**Section XXIV. Conflict**

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

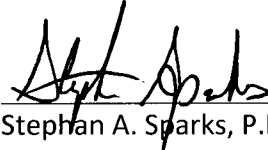
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 27 day of January, 2015.

FORT BEND COUNTY

HR Green, Inc.



Robert E. Hebert, County Judge



Stephan A. Sparks, P.E., Vice President

1-27-2015

Date

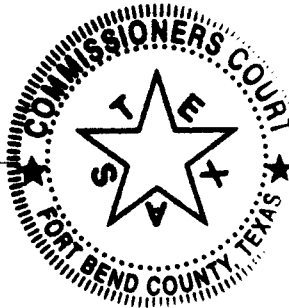
1/16/15

Date

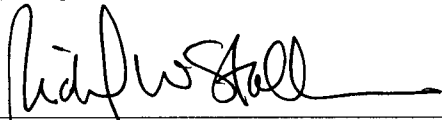
ATTEST:



Laura Richard, County Clerk



APPROVED:



Richard W. Stolleis, P.E., County Engineer

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$368,901.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

MDS

# EXHIBIT A



Mr. Donald Durgin, PE  
Klotz Associates Inc.  
1160 Dairy Ashford, Suite 500  
Houston, TX 77079

January 2, 2015

RE: Proposal for Roadway Improvements along Sugarland-Howell Road  
From Old Richmond Road to Bissonnet Street in Fort Bend County

Dear Mr. Durgin:

HR Green is pleased to submit this proposal for performing engineering and construction phase services for the above referenced project. The project includes Preliminary Design Phase, Final Design Phase and Bid Phase and Construction Phase Services.

This proposal is based on our understanding of the project as discussed with you and your staff and from site visits to the project. This proposal presents a general overview with preliminary construction cost estimate, scope of service and proposed fee.

#### **GENERAL OVERVIEW**

The limits of the project are from Old Richmond Road on the south side to Bissonnet Street on the north side; a distance of approximately 3,500 feet. The existing roadway consists of a 2-lane asphalt pavement with roadside ditches. The proposed pavement improvements will include a 3-lane concrete section 38-feet wide face to face. The improvements will also include six foot wide sidewalks on both sides, curb inlets and storm sewer. The project also includes the widening of an existing bridge at Keegans Bayou from 30-ft wide to 42-ft wide and striping and pavement markings along the middle of the road. The project also includes a traffic signal warrant study at Old Richmond Road.

The Fort Bend County Mobility program construction cost estimate is \$3,587,435.

#### **PROPOSED FEE**

The proposed fee for Preliminary Design Phase, Final Design Phase and Bid/Construction Phase Services is \$368,901 (including sub-consultant fees). Design Phase Services are based on lump sum fees and hourly charges will be based on raw labor rates times a multiplier of 3.00. Construction Phase Services are based on Time and Materials and hourly charges are also based on raw labor rates time a multiplier of 3.00. Reimbursable expenses will be charged at direct cost and mileage will be charged at the prevailing federal rate.

**LUMP SUM SERVICES:**

Phase 1: Preliminary Phase Services (Duration = 90 Days from NTP)

Traffic Signal Warrant Study by GC Engineering	\$6,160.00
Topographic Survey by IDS	\$39,050.00
Geotechnical Investigation by Paradigm	\$15,180.00
Preliminary Design by HR Green	\$69,758.00
<b>Total Phase 1</b>	<b>\$130,148.00</b>

Phase 2: Final Design Services (Duration = 180 Days from NTP)

Final Design by HR Green	\$218,818.00
<b>Total Phase 2</b>	<b>\$218,818.00</b>

**Total Lump Sum Services: \$348,966.00**

**TIME & MATERIAL SERVICES:**

Phase 3: Bid and Construction Phase Services

Bid and CPS by HR Green	\$19,935.00
<b>Total Phase 3</b>	<b>\$19,935.00</b>

**Total Engineering Cost \$368,901.00**

**SCOPE OF SERVICES**

- I. Preliminary Design Phase
  - Establish existing and proposed typical sections
  - Determine ROW acquisition needs
  - Determine potential conflicts with existing facilities and utilities
  - Identify critical path items
  - Identify problem areas and potential resolution
  - Prepare a construction cost estimate
  - Prepare 30% plans
  - Project Management and Coordination

- Prepare Preliminary Engineering Design Report Letter
- Evaluate existing bridge
- Obtain Geotechnical Report/Investigation
- Obtain Topographic Survey and ROW mapping
- Write letter to Fort Bend County Flood Control to ask for confirmation of capacity of Keegans Bayou due to increase impervious cover. This will not include any modeling or reports.

II. Final Design Phase Services

- Project coordination, data collection, review and approvals
- Prepare Title Sheet with project limits
- Prepare Index of Sheets
- Prepare General Notes and Project Sign sheets
- Update existing and proposed Typical Sections
- Prepare overall Project Layout sheet
- Prepare Drainage Area Map with hydraulic calculations and storm sewer details.
- Prepare roadway Plan and Profile sheets. 8 sheets, 500' each, showing all roadway features, alignment, profile, PC's, PT's, driveways, inlets and pipe runs.
- Prepare a Traffic Control Plan sequence of construction and traffic control road closure standards. TCP is for one-lane, one-way traffic in North bound direction with detour map.
- Prepare waterline and sanitary sewer adjustments.
- Prepare Storm Water Pollution Prevention Plan (SW3P)
- Prepare Bridge Layout and details
- Prepare Quantity take-off calculations
- Prepare Roadway cross sections
- Prepare Survey Control Map sheets.
- Prepare Bid Form with estimated units and total cost
- Prepare Striping and Pavement Markings sheets.
- Prepare engineers opinion of probable construction cost, bid documents and specifications

III. Bid Phase and Construction Phase Services

- Coordinate with County and attend Pre-Bid meeting and Pre-Construction meeting
- Make project manual/construction documents in Adobe Acrobat format.
- Prepare 28 CD's with project manual and drawings for the County and the Project Management consultant.
- Provide information to and answer questions from bidders concerning construction documents.
- Review and respond accordingly to submittals and RFI's.
- Detailed measurements and investigations are not part of this task.

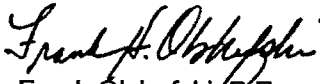
- Assist in preparing change orders necessitated by field conditions.
- Site representation and inspection services are not part of this task.
- HR Green is not responsible for the means, methods, techniques, sequence of procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HR Green is not responsible for the failure of the Contractor to perform the work in accordance with the construction documents.
- Assist the County in conducting final inspection walkthrough of the project. Coordinate with the County and the Contractor on the punch list items identified in the final inspections.
- Construction testing is not included in this proposal. It is our understanding that the County will contract directly with a testing firm to perform testing services.
- Provide one (1) set of reproducible record drawings based on the red lined drawings provided to HR Green by the Contractor.

**NOT INCLUDED IN SCOPE OF SERVICES/ASSUMPTIONS:**

- Environmental Investigation is being done by Program Manager.
- The scope is only for a bridge widening of 6-ft to each side as directed by Program Manager, not full replacement. Also, the Bridge H&H Study is not included in this proposal. If it is determined that is required, the proposal for the work will be negotiated at that time.
- Drainage analysis for channel H&H is not included.
- TCP will use standard details for intersection phasing. TCP for this project only includes a two phases plan to accommodate one-way, one-lane, northbound temporary traffic during construction with detour of southbound traffic during construction. If an alternate TCP is desired, a proposal will be submitted for the additional work at that time.

HR Green appreciates the opportunity to submit this proposal and we look forward to working with you and your staff on this important project. Please call should you have any questions or comments.

Sincerely,

  
Frank Olshefski, P.E.  
Regional Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/19/2015

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 Holmes Murphy & Assoc - CR  500 1st Avenue NE, Suite 300  Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Michelle Gruis PHONE (A/C, No, Ext): 319-896-7715 FAX (A/C, No): 866-231-7822 E-MAIL ADDRESS: mgruis@holmesmurphy.com
INSURED HR Green Inc  8710 Earhart Lane SW P.O. Box 9009 Cedar Rapids, IA 52409-9009		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Travelers Property Casualty Company of INSURER C: XL Specialty Insurance Company INSURER D: INSURER E: INSURER F:
		NAIC # 16535 25674 37885

**COVERAGES**

CERTIFICATE NUMBER: 42803622

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GLO373096705	01/01/15	01/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP373096805	01/01/15	01/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP14N8656615	01/01/15	01/01/16	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	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 N/A		WC373096605	01/01/15	01/01/16	<input checked="" type="checkbox"/> PER STATUTE <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
C	Professional Liability (Claims Made Coverage)		DPR9718796	01/01/15	01/01/16	Per Claim 5,000,000 Aggregate 6,000,000

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

Project: Fort Bend County 2013 Mobility Bond Program ? No. 13211 Sugar Land ? Howell Road from Bissonnet to Old Richmond pursuant to SOQ 14-025. Fort Bend County and the members of Commissioners Court are included as Additional Insureds on the General Liability and Auto Liability as required by written contract with the insured, per policy terms and conditions. The General Liability, Auto Liability and Workers Compensation includes a Waiver of Subrogation in favor of the County and members of Commissioners Court as required by written contract with the insured, per policy terms and conditions.

**CERTIFICATE HOLDER**

Fort Bend County Engineering Department  Attn: County Engineer 301 Jackson Street  Richmond, TX 77469  USA
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**CANCELLATION**

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  <i>M. A. A. A. A.</i>

# LETTER OF TRANSMITTAL



HRGreen

11011 Richmond Avenue, Suite 375  
Houston, TX 77042  
713.965.9996

To: Ft. Bend Co. Engineering Dept.  
301 Jackson Street  
Richmond, TX 77469

Date:	January 20, 2015
HRG Job No.	85140001
Attn:	Stacy Slawinski
Re:	Sugar Land-Howell Rd.

We are sending you the following items:

☒ Attached

☐ Under Separate Cover

☐ Via \_\_\_\_\_

- |   |  |                                       |                                   |
|---|--|---------------------------------------|-----------------------------------|
| <input type="checkbox"/> Plans          | <input checked="" type="checkbox"/> Contract | <input type="checkbox"/> Submittals   | <input type="checkbox"/> Addendum |
| <input type="checkbox"/> Specifications | <input type="checkbox"/> Invoice             | <input type="checkbox"/> Change Order | <input type="checkbox"/> _____    |

Remarks:

No. of Copies	Date	Description
1	1-16-15	Original Contract with Signature for Sugar Land-Howell Rd.
1	1-19-15	HR Green Certificate of Insurance

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> For Approval     | <input checked="" type="checkbox"/> For Processing       | <input type="checkbox"/> Resubmit _____ Copies for approval   |
| <input type="checkbox"/> For Your Records | <input type="checkbox"/> For Filing                      | <input type="checkbox"/> Submit _____ Copies for distribution |
| <input type="checkbox"/> As Requested     | <input type="checkbox"/> Returned for corrections        | <input type="checkbox"/> Return _____ Corrected copies        |
| <input type="checkbox"/> For Review       | <input type="checkbox"/> Plans Returned After Loan To Us | <input type="checkbox"/> For Bids Due _____                   |

Copies to: \_\_\_\_\_

Signed: \_\_\_\_\_

Sherrie Pettyjohn, Admin. Asst.