

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 Van DeWiele & Vogler, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional engineering services for the construction of a right turn lane on eastbound West Airport Boulevard to State Highway 6 and construction of a concrete cul-de-sac at the end of Glen Lake Drive, under the Fort Bend County 2013 Mobility Bond Program – West Airport Boulevard Right Turn Lanes – Project No. 13411 (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 1. Scope of Services**

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

**Section 2. 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 3. 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 eighty-one thousand one hundred five dollars and 00/100 (\$81,105.00). 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 4. 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 eighty-one thousand one hundred five dollars and 00/100 (\$81,105.00), 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 eighty-one thousand one hundred five dollars and 00/100 (\$81,105.00).

### **Section 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 (or a Claims Made form for Professional Liability insurance) from such companies having Best's 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 may be made on a claims-made form 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 and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, 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 11. 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 12. 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 13. 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 14. 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: Van DeWiele & Vogler, Inc.  
Attn: Jeffrey W. Vogler, P.E., President  
2925 Briarpark, Suite 275  
Houston, Texas 77042-3720

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 15. 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 16. 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 17. 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 18. 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 19. 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 20. Third Party Beneficiaries**

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

**Section 21. 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 22. 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 23. 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.

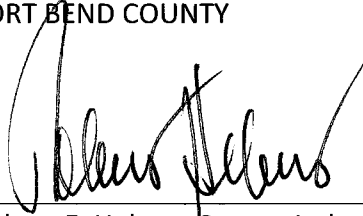
**Section 24. Conflict**

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

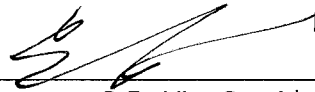
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 28 day of April, 2015.

FORT BEND COUNTY

Van DeWiele & Vogler, Inc.



Robert E. Hebert, County Judge



Erik Spencer, P.E., Vice President

4-28-2015

Date

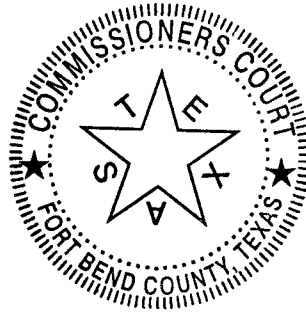
4.28.15

Date

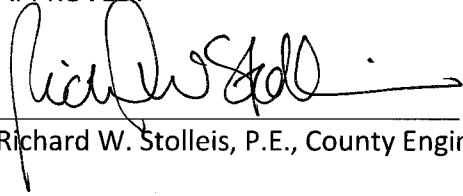
ATTEST:



Laura Richard, County Clerk



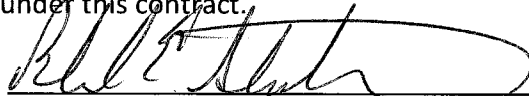
APPROVED:



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

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 81,105.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

MDS

# EXHIBIT A

April 16, 2015

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

Re: **W. Airport at SH 6 Right Turn Lane and Glen Lake Drive Cul-de-Sac**

Dear Mr. Stolleis,

Van De Wiele & Vogler, Inc. (VDW&V) is pleased to submit this proposal to provide professional engineering services for the captioned project. This proposal includes a project description, scope of services, compensation, and proposals from the subconsultants.

**Project Location and Understanding:** The intersection of West Airport Boulevard (W. Airport Blvd.) and State Highway 6 (SH 6) is a heavily traveled connection between two major thoroughfares in northeastern Fort Bend County, Precinct 4. A significantly large volume of traffic turns right from eastbound W. Airport to southbound SH 6 at this signalized intersection, yet is limited in the maneuver by the through traffic crossing SH 6 with the associated delays caused by the backlog at the traffic signal. Glen Lake Drive, located approximately 1,100-feet southwest of the W. Airport Drive project, currently ends at a fence and a dead end with a turnaround area developed by deposits of excess road materials on an unused development lot.

**Project Scope of Services:** VDW&V will design and prepare plans, specifications, estimates, and construction contract documents for the construction of a 350 foot long reinforced concrete right turn lane along W. Airport Blvd. from east of Oak Lake Pointe Drive, matching the left turn lane at the same intersection. Incorporated in the plans will be extensions of culverts at two crossings and the relocation of the traffic signal and the addition of a curb ramp at the intersection. Sidewalk will be added from Oak Lake Pointe Drive to SH 6 on the eastbound side of W. Airport Blvd. A meeting with TxDOT revealed that improvements to all four sides of the intersection as well as an environmental analysis of the intersection will not be required, but TxDOT permits for the improvements will be required. VDW&V will manage the project and the efforts of the project design team. Together we will provide professional civil engineering, surveying, geotechnical, storm water handling design, and other services as described below.

VDW&V will design and incorporate into the above plans, specifications, estimates, and construction contract documents the construction of a reinforced concrete cul-de-sac at the terminus of Glen Lake Drive, which will tie into the existing concrete pavement and curbs, while developing positive drainage to the existing storm sewer system on Glen Lake Drive.

Upon receipt of written notice, VDW&V shall prepare the project's Preliminary and Final Design. This design and an estimate of construction cost will be submitted for review at the 30%, 70%, 95% and bid-ready stages. The following is proposed for this project:

## 1. Preliminary Design

### **Preliminary Engineering Design Report**

A Preliminary Engineering Report will be prepared for preliminary design, and will include a summary of the design activities, the drainage report and the geotechnical report. An environmental report was deemed to be not needed by the County and confirmed by TxDOT. Three copies of the Preliminary Engineering Report will be submitted for review. No technical presentations will be required.

### **30% Plans**

The 30% plan sets will be prepared, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with minor annotation, along with the typical section sheet and will be prepared on 11" by 17" paper. The following will be incorporated:

### **Utility Coordination**

VDW&V will research to determine the presence and location of underground utilities (pipelines, duct banks, etc.), including but not limited to contact with companies identified on above-ground markers, Railroad Commission website research, and map requests from prominent companies (CenterPoint, AT&T, etc.). CenterPoint Energy and AT&T I.D. numbers will be obtained. VDW&V will depict underground utilities in the plan and profile drawings, and potential conflicts between existing utilities and proposed features will be identified. VDW&V will also contact FBC Municipal Utility District 41 and request their record drawings. Contact with utility companies (both overhead and underground) to coordinate the adjustment of existing utilities will be made by the County and/or its project management consultant.

### **Topographic Survey**

Topographic survey will be completed during preliminary design and in accordance with the attached surveying proposal. For W. Airport Boulevard, the southern half of the boulevard section will receive a topographic and control survey from the easterly right of way line of Oak Lake Point Drive then extend easterly 500-LF to the westerly pavement line of SH 6. The survey will be extended approximately 75-LF south adjacent to the westerly edge of pavement for SH 6. For Glen Lake Drive, the survey is located at the proposed cul-e-sac and will include approximately 150-LF by 150-LF of area along with locating an inlet with pipe information to the north. Abstracting will be performed for preliminary determination of property ownership and existing right-of-way widths. During topographic survey, found property corners will be documented so that the approximate location of the right-of-way can be determined. If additional right-of-way is needed and approved by the County, a Category 1A survey will be performed to produce a parcel map and metes-and-bounds description for each parcel to be acquired in the project. These documents will be submitted separately from other design documents, and will be paid for on a per-parcel basis.

### **Geotechnical Investigation**

Geotechnical investigations and reporting will be completed during preliminary design, in accordance with Fort Bend County criteria, and detailed in the attached proposal. Two cores will be taken, one of which will be in the existing W. Airport Drive pavement, and analyzed in

accordance with ASTM standards. An analysis report will be prepared and submitted for review.

## 2. Final Design

VDW&V will prepare construction drawings and specifications accurately and efficiently in accordance with applicable design criteria as established at the kickoff meeting by the County. Interim submittals will be made at 70 percent and 95 percent completion, and will include drawings, a specification table of contents (and/or special specifications, as applicable), and a construction cost estimate.

The 70 percent submittal will include, but not be limited to, the cover sheet; typical sections; overall project layout; survey control map; drainage area map with hydraulic calculations; plan and profile sheets (1"=20' plan scale, but printed half-size for a 1"=40' scale); traffic control plan; Storm Water Pollution Prevention Plan (drawings and text; drawings may consist of a layout and details); Specification table of contents; and bid form with estimated unit and total costs (spreadsheet based). Three copies of the 70 percent submittal will be prepared for County review on 11-inch by 17-inch sheets.

The 95 percent submittal will be considered bid-ready, but not sealed, and will include all of the 70 percent requirements plus the general notes sheet; cross sections (100-foot intervals with earthwork calculations); signage and pavement marking plans; standard construction details; project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded); and responses to 70 percent comments. Three copies of the 95 percent submittal will be required for County review, and drawings will be submitted on 22-inch by 34-inch sheets.

## 3. Bid and Construction Phase Services

Upon completion of final design services, the County will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the County and provided to VDW&V in Adobe Acrobat (pdf) format. VDW&V will prepare a single project manual file in Adobe Acrobat format, consisting of administrative documents; the bid form; a sealed specification table of contents; and applicable specifications and documents.

VDW&V will prepare a single file in Adobe Acrobat format for the entire drawing set and will prepare 27 compact discs, each with one project manual file and one drawing file. Of these, 25 compact discs will be delivered to the County Purchasing Agent for advertising, and two discs will be provided to the County's project management consultant. Printed documents are not required.

VDW&V will attend a pre-bid meeting at the County Purchasing Office, will respond to bidder questions, and will prepare an addendum with the responses and any other required changes, if necessary.

VDW&V will attend a pre-construction meeting with the County, project management consultant, general contractor, and construction materials testing contractor. Prior to the

Mr. Richard Stolleis, P.E.  
April 16, 2015  
Page 4 of 4

meeting, the project management consultant will inform VDW&V of how many drawing and project manual sets are required, and VDW&V will provide these documents at the pre-construction meeting.

VDW&V will be responsible for reviewing contractor submittals and responding to Requests for Information. Field visits and progress meetings will not be required unless requested by the County.

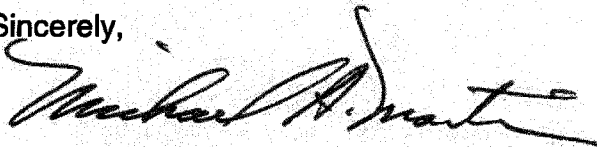
VDW&V will participate in a substantial completion walkthrough. After project completion, VDW&V will prepare record drawings based on contractor as-built markups. The record drawings may be printed on paper and delivered to the County.

**Compensation:** Compensation for Preliminary and Final Design Basic Services will be on a lump sum basis at a cost of \$54,627.00. Compensation for surveying is \$9,848.00 and \$3,630.00 for the geotechnical study. Possible additional survey services for 2 parcel acquisitions are estimated to total \$4,000.00. Bidding and Construction Phase Services are budgeted to be \$9,000.00 and will be paid on a time-and-materials basis. The total budget for engineering services is \$81,105.00.

On behalf of the project design team, Van De Wiele & Vogler, Inc. appreciates this opportunity to provide professional engineering services to Fort Bend County on this important project. We are available to initiate the work of this assignment immediately upon receipt of your written authorization to proceed.

Please feel free to contact me any time if you have any questions or if you need additional information.

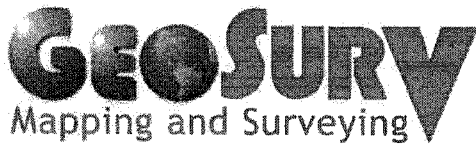
Sincerely,



Michael A. Martin, P.E.  
Senior Project Manager  
Transportation and Municipal Projects  
Van De Wiele & Vogler, Inc.  
Texas Registered Engineering Firm F-148

Enclosures:

Basic and Additional Services Fee Summary  
Paradigm, Inc. Geotechnical Services Proposal  
GeoSurv Surveying Services Proposal



3300 South Gessner Road, Suite 170 TEL 713 784 4466  
Houston, Texas 77063-5100 FAX 713 784 6900

*GeoSurv, Inc. d/b/a TSC Surveying*

*Texas Firm Registration No. 10083100*

April 09, 2015

Mr. Michael A. Martin, P.E.  
Senior Project Manager  
Municipal Projects  
Van De Wiele & Vogler, Inc.  
2925 Briarpark  
Suite 275  
Houston, Texas 77042

Re: Fort Bend County  
West Airport Blvd. at SH 6 Tight Turn Bay  
From Oak Lake Point Dr. to SH 6.  
Survey Cost Proposal

Dear Mr. Martin.:

GeoSurv, Inc. d/b/a TSC Surveying (GeoSurv/TSC) is pleased to submit the following proposal for performing professional surveying services on the captioned project, more particularly, performing control surveys, topographic surveying, Limited ROW Surveying Services, abstracting, preparation of plan view manuscript DGN file and GeoPak Tin file. Construction Surveying Services are not included in this proposal.

**Project Overview and Scope**

**West Airport Boulevard Project Limits** - The project is located in Fort Bend County along West Airport Boulevard from Oak Lake Point Dr. to SH 6. The Survey along the southerly half of W. Airport Boulevard (east bound lanes) will begin at the easterly right-of-way line of Oak Lake Point Drive then precede easterly 500 L.F. to the westerly pavement line of SH 6. The survey will be extended approximately 75 feet south adjacent to the westerly edge of pavement for SH 6. A total of 575 L.F. will be surveyed.

**Green Lake Dr./ Bridge Oak Ln. Project Limits** - The Survey is located at the proposed cul-de-sac for Bridge Oak Ln. The survey for this area is approximately 150-ft. by 150-ft area. The work also includes locating an inlet with pipe information located on the east side of Green Lake Rd.

Exhibit "E-2", Scope of Survey Services – identifies the tasks to be completed as proposed in this proposal.

Mr. Michael A. Martin, P.E.  
Fort Bend County  
West Airport Blvd. at SH 6 Tight Turn Bay  
From Oak Lake Point Dr. to SH 6.  
Survey Cost Proposal  
April 09, 2015

**Compensation**

TSC proposes to complete the work described in the Scope of Survey Services for a Total Lump Sum Fee of \$8,952.00 without further modification to the scope.

Please see Exhibit "E-1" for the Fee Breakdown to complete the work described in the Scope of Services. We invoice based on a percentage of work completed.

**Schedule**

TSC will be complete the work described in the Scope of Survey Services, Tasks "A" thru "-M" within thirty (30) calendar days after receipt of your written notice to proceed without further modification of the scope of services.

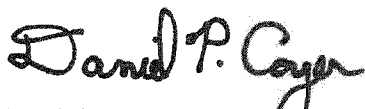
**Deliverables**

The deliverables for the Survey Scope of Services will be DGN graphic files prepared for the planimetric files, apparent ROW file, GeoPak TIN file, limited abstracting information, survey point data, copies of field notes and control maps.

Again I would like to thank you for this opportunity to submit and look forward to working with you on making this a successful project.

If you have any questions, please call me at 713-784-4466, ext. 719.

Sincerely,



Daniel P. Coyer, R.P.S.  
Vice President

CC: Contract File

Attachments: E-1 & E-2

**ATTACHMENT E-1**  
**FEE SCHEDULE (GEOSURV, INC. DBA TSC SURVEYING )**  
**METHOD OF PAYMENT: LUMP SUM**  
 Design Surveying Services

April 9, 2015

SUB PROVIDER NAME: GEOSURV, INC. DBA TSC SURVEYING  
 PRIME PROVIDER NAME: VAN DE WIELE & VOGLER, INC.  
 PROJECT NAME: FORT BEND CO. HW AIRPORT AT SH 6 RIGHT TURN LANES  
 SURVEY LIMITS: FROM OAK LAKE POINT DR. TO SH 6

TASK DESCRIPTION	PROJECT MANAGER (PPM)	SR SURVEY SIT	SURVEY TECHNICIAN	CADD OPERATOR	4 PERSON SURVEY CREW	3 PERSON SURVEY CREW	2 PERSON SURVEY CREW	1 PERSON GPS CREW W/GPS UNIT	FLAGGER	PROFESSIONAL ABTRACTOR	RIGHT OF WAY SPECIALIST	ADMINI CLERICAL	TOTAL LABOR HRS. & COSTS
<b>FIELD SURVEY AND PHOTOGRAMMETRY</b>													
A. Project Setup	0	0	0	0	0	0	0	0	0	0	0	0.5	0.5
B. Secure Right of Entry (By Others)	0	0	0	0	0	0	0	0	0	0	0	0	0
C. Control Survey	1	0	1.5	0	0	6	0	0	0	0	0	0	9.5
D. Topographic Survey - Locate Visible Existing Physical Features	0.5	0	1	0	0	10	0	0	0	0	0	0	11.5
E. Cross Section - Roadway Areas	0.5	0	1	0	0	2	0	0	0	0	0	0	3.5
F. Utilities - Contact Digt test and Locate - Iron Marks. Locate Visible Utilities.	0.5	0	2	0	0	3	0	0	0	0	0	0	5.5
G. ROW Determination	1	0	2	0	0	4	0	0	0	0	0	0	7
H. Prepare Planimetric 2D DGN File w/ New Survey Data Obtained	1	0	0	14	0	0	0	0	0	0	0	0	15
I. Prepare DTM/TIN File Geopack and 3D DGN File w/ New Survey Data Obtained	1	0	0	0	0	0	0	0	0	0	0	0	7
J. Stake Project Baseline (Update Control Map) - (Removed from Scope of Services)	0	0	0	0	0	0	0	0	0	0	0	0	0
K. The Bore Holes (Zero "0" Hours based on Bore Holes to be in place to for dating Topographic Survey	0	0	0	0	0	0	0	0	0	0	0	0	0
L. Project Management (1 Meeting)	0	0	0	0	0	0	0	0	0	0	0	0	0
M. Abstracting Services	1.5	0	0	0	0	0	0	0	0	0	0	0	9.5
<b>HOURS SUB-TOTALS</b>	7	0	13.5	14	0	26	0	0	0	0	0	0.5	68
<b>CONTRACT RATE PER HOUR</b>	\$140.00	\$140.00	\$90.00	\$65.00	\$195.00	\$165.00	\$129.00	\$125.00	\$50.00	\$100.00	\$65.00	\$52.50	\$9,983.50
<b>TOTAL LABOR COSTS</b>	\$1,000.00	\$0.00	\$1,215.00	\$1,910.00	\$0.00	\$4,125.00	\$0.00	\$0.00	\$0.00	\$800.00	\$0.00	\$26.25	\$9,983.50
<b>SUBTOTAL FIELD SURVEY AND PHOTOGRAMMETRY</b>													\$9,983.50

DESCRIPTION	# OF UNITS	COST	UNITS	TOTAL COSTS BY FC
<b>DIRECT EXPENSES</b>				
MILEAGE (@ \$0.56 per mile)	200	\$0.5600	Miles	\$113.00
GPS Receiver (Station) - 2 Units x 1 Hr = Total 1 Hr	0	\$50.00	Hour	\$0.00
GPS RTR	5	\$35.00	Hour	\$175.00
Printer (Post and Take Down Signs - No Line Charges)	0	\$300.00	Day	\$0.00
Desktop & Mac computer w/Printer	0	\$15.00	Hour	\$0.00
Macrovision CADD System w/Printer	0	\$15.00	Hour	\$0.00
Total Station with Data Collector	0	\$200.00	Hour	\$0.00
Robotic Total Station	0	\$200.00	Hour	\$0.00
Digital Level	0	\$15.00	Hour	\$0.00
Laser Scanning (Equipment and personnel)	0	\$225.00	Hour	\$0.00
Software (Equipment and personnel)	6	\$3.00	Map-SH	\$18.00
IS	15	\$2.00	Page	\$30.00
Books - Non Certified	50	\$1.00	Page	\$50.00
	0	\$0.00		\$18.00
<b>SUBTOTAL DIRECT EXPENSES</b>				\$50.00
<b>SUMMARY</b>				\$998.50
<b>TOTAL LABOR COSTS (INCLUDES MULTIPLIER)</b>				\$9,983.50
<b>NON-SALARY (DIRECT EXPENSES)</b>				\$6,985.00
<b>PART 1 NORTHBOUND FEEDER FROM SUBTOTAL</b>				\$9,983.50

**ATTACHMENT E-2**  
**FEE SCHEDULE (GEOSURV, INC. DBA TSC SURVEYING)**  
**METHOD OF PAYMENT: LUMP SUM**  
**SURVEY SCOPE FOR DESIGN SURVEYING SERVICES**

**SUB PROVIDER NAME: GEOSURV, INC. DBA TSC SURVEYING**  
**PRIME PROVIDER NAME: VAN DE WIELE & VOGLER, INC.**  
**PROJECT NAME: FORT BEND CO.: W. AIRPORT AT SH 6 RIGHT TURN LANES**  
**SURVEY LIMITS: FROM OAK LAKE POINT DR. TO SH 6**

**April 9, 2015**

- A. Project Setup - Office Administration - Collecting Survey Information, Set Up Project Folders, Etc.
- B. Secure Right-of Entry (By Others) - Not Included in this Cost Estimate
- C. Control Survey -
  - C-1. Establish Existing Horizontal Control Points . All Control Points set will be set with semi-permanent material such as iron rods. GPS VRS and Conventional Traversing Methods Will Be Used to
  - C-2. Level Loops to Establish Elevations on the Existing Control Points Established - Perform Level Loop Circuits Through Control Points to Establish the Elevations.
  - C-3. Prepare Survey Control Map - Prepare Survey Control Map Showing Control Points, Project Baseline, Datum Notes, Etc.
- D. Topographic Survey - Locate Visible Existing Features - Locate Trees, Signs, Fence Lines, Driveways, Parking Lots, Buildings, etc. Bridges - No Surveys o the Bridge Decks will be Conducted. For Bridge Overpasses, Locate Bridge Columns and Low Chord Elevations of Bridges.
- E. Cross Section - Roadway Areas - Cross Sections will be taken at 100 -foot intervals, plus at any low and high cross section grades .
- F. Utilities - Contact DigTest and Locate Tone Marks, Locate Visible Utilities.
- G. R.O.W. Determination - locate sufficient found property corners to establish existing R.O.W. lines. Calculate R.O.W. lines based on field data and abstracting information received. R.O.W. information will be shown in the 2D planimetric view.
- H. Prepare Planimetric 2D DGN File w/ New Survey Data Obtained
- I. Prepare DTM/TIN File GeoPak and 3D DGN File w/ New Survey Data Obtained
- J. Stake Project Baseline (Update Control Map) - Set Semi-Permanent Markers such as Iron Rods at all PC's and PT's of Curves and PI Points (Not PI Tan of Curves) of Baseline. Baseline May be Monumented on a Convenient Offset. Survey Control Map Will be Updated With the Baseline Information Staked **(Not Included in Scope of Services)**
- K. Tie Bore Holes (2 Locations) - Provide N, E & Elev. Tie to the Geotechnical Bore Holes.
- L. Project Management (1 Meeting) - Attend if Required Project Status Meetings, Field Visits, Etc, With Prime or Sub-Consultants on the Team.
- M. Abstracting Services - Perform Limited Abstracting Services to provide Road ROW Proof, Subdivision Plats, Landowner Deeds and Recorded Easements

**West Airport Boulevard Project Limits**

The project is located in Fort Bend County along West Airport Boulevard from Oak Lake Point Dr. to SH 6. The Survey along the southerly half of W. Airport Boulevard (east bound lanes) will begin at the easterly right-of-way line of Oak Lake Point Drive then precede easterly 500 L.F. to the westerly pavement line of SH 6. The survey will be extended approximately 75 feet south adjacent to the westerly edge of pavement for SH 6. A total of 575 L.F. will be surveyed.

**Green Lake Dr./ Bridge Oak Ln. Project Limits**

The Survey is located at the proposed cul-de-sac for Bridge Oak Ln. The survey for this area is approximately 150-ft. by 150-ft area. The work also includes locating an inlet with pipe information located on the east side of Green Lake Rd.

**Tasks Not included in the Scope of Services**

Right-of-Way Surveying Services, Utility Research, Right-of-Entry (done by others), Staking Right-of-Ways, Preparing Profile View Mapping, Bridge Deck Survey of Overhead Bridges, Preparation of Traffic Control Plan, Preparation of Control Data Sheets, Staking Project Baseline and Construction Surveying Services.



December 4, 2014  
Proposal No.: 14-151Revised

Mr. Michael Martin, P.E.  
VanDeWiele & Vogler Inc.  
2925 Briarpark, Suite 275  
Houston, TX 77042-3720

**Paradigm  
Consultants, Inc.**

9980 W. Sam Houston Pkwy S.  
Suite 500  
Houston, Texas 77099

Tel: 713.686.6771  
Fax: 713.686.6795

*paradigmconsultants.com*  
TBPE Reg. No. F-001478

**Revised Proposal for Geotechnical Study  
Turn Lane on West Airport  
SE corner lot at Oak Lake Point and Southbound SH 6  
Houston, TX**

Mr. Martin:

Paradigm Consultants, Inc., (Paradigm) appreciates the opportunity to submit this revised proposal to perform a geotechnical study for the above referenced project. We prepared our proposal based on the information provided via e-mail on June 10, 2014. The revision addresses the additional requirement that the client wants to know the thickness of the existing roadway concrete surface. One core will be drilled in the existing lane.

**Project Descriptions**

Plans are to construct a right turn lane on the east bound lane of W. Airport where it intersects with Hwy 6 in Fort Bend County, Texas. The lane will be about 350 long and will consist of a concrete section. One core will be taken in the existing street to determine the thickness of the existing concrete slab.

**Scope of Services**

Our scope of services will consist of exploring subsurface soil conditions and developing geotechnical engineering recommendations to assist others in the design and construction of the proposed facility. The following subsections present details of our proposed scope of service.

**Field Exploration**

Based on the information provided, we proposed to drill 2 borings each to a depth of 10 ft below existing grade for this project. Our soil technician will be present during the field exploration activities to oversee the drilling operations, direct the sampling efforts, and log the boreholes in general accordance with applicable ASTM standards.

Cohesive soils will be sampled using a 3-in. diameter, thin-walled tube and granular soils will be sampled with a split-barrel sampler while performing a Standard Penetration Test (SPT). Soil sampling will be performed in general accordance with applicable ASTM standards. We will transport portions of the recovered samples to our soil mechanics laboratory for testing.

Mr. Michael Martin, P.E.  
VanDeWiele & Vogler Inc.  
December 4, 2014  
Page 2 of 3

We will collect samples at 2-ft intervals to 10-ft depth. The boreholes will be dry augered to the depth where water is encountered or borehole instability occurs. If water is encountered, the water level will be allowed to stabilize for at least 15 minutes before we resume drilling with wet-rotary methods. We will take depth-to-water measurements within the open boreholes on the day of drilling. The open boreholes then will be filled with soil cuttings from our drilling operations.

### **Laboratory Testing**

We will perform laboratory tests on selected samples to evaluate the physical and engineering properties of the recovered soils. We plan on performing soil classification tests including moisture content, Atterberg Limits (Liquid and Plastic Limits to determine the plasticity characteristics), fines content (percent passing No. 200 sieve), and strength tests including unconfined compression tests. Laboratory tests will be performed using applicable ASTM standards.

### **Engineering Analyses and Reporting**

The details of our field and laboratory programs, our findings, and our recommendations will be presented in our geotechnical report. Our geotechnical engineering recommendations will include design and construction recommendations for drilled-and-underreamed foundations, slab on grade, and structural slab. Construction considerations including subgrade preparation, stabilization, select fill placement, and excavations will also be presented in the report.

### **Fee and Schedule**

Our fee to provide mentioned scope of services for geotechnical is **\$3,300**. Our typical schedule for field exploration (5 business days to schedule and drill), laboratory testing (5 business days), and reporting (5 business days) is about 3 weeks, weather permitting. Variations in the scope of the project may necessitate a change in the scope of services outlined and a change in fees. We will not proceed with a change in the scope of services without your approval.

### **Assumptions and Conditions**

We assumed the borings are accessible to a truck mounted drill rig and one mob/demob for the project. Access, right-of-entry, and/or other permits will be provided by the client. Professional services (engineering recommendations) required/requested beyond the scope mentioned above will be provided on a time-and-materials basis.

Mr. Michael Martin, P.E.  
VanDeWiele & Vogler Inc.  
December 4, 2014  
Page 3 of 3

**Proposal Acceptance**

This study will be performed in accordance with the *Agreement for Professional Services* and the Terms and Conditions contained in Paradigm Proposal No. 14-151, dated June 11, 2014. To accept this proposal and authorize our services, please sign in the blank on the last page and return a copy to our office.

**Closing**

We appreciate having the opportunity to work with you on this project. If you have any questions, please contact us at your convenience.

Sincerely,  
**Paradigm Consultants, Inc.**



Frank Ong, P. E.  
Engineering Manager



Ray Meyer, P.E.  
Vice President





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**A. NON-OWNED AIRCRAFT**

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. NON-OWNED WATERCRAFT**

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

**C. PROPERTY DAMAGE LIABILITY - ELEVATORS**

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)**

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
  - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.



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- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

**9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### **E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

#### **F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

#### **G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

**b. The following is added to Paragraph b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

**1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

**2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.**

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

**K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

**L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

**M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

**N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

**O. BODILY INJURY REDEFINED**

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

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**P. EXTENDED PROPERTY DAMAGE**

**Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization 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" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



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- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**2. EMPLOYEES AS INSURED**

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".



**3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

**4. SUPPLEMENTARY PAYMENTS**

SECTION II – LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**5. AMENDED FELLOW EMPLOYEE EXCLUSION**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

**SECTION III – PHYSICAL DAMAGE COVERAGE** is amended as follows:

**6. HIRED AUTO PHYSICAL DAMAGE**

Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

**15. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

**SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:**

**17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
  - 1. You, if you are an individual;
  - 2. A partner, if you are a partnership;
  - 3. Member, if you are a limited liability company;
  - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

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

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

**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 the operations described in the Schedule where you are required by a 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:

ALL TEXAS OPERATIONS

3. Premium: Incl.

The premium charge for this endorsement shall be  VRS  percent of the 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 Incl.

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.)**

Endorsement Effective 11/18/2014  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_