

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contracts approved in Commissioners Court
on 06/23/09. Thank you.

DATE: June 26, 2009

RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

COUNTY JUDGE
RECEIVED
JUN 29 2009

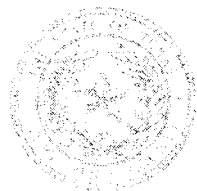
6-30-09 orig. ret. to Cheryl at Purchasing

8642

6/23
29 GI

52
78

Fort Bend County Specification Download Acknowledgment



Invitation for Bid

**Term Contract for HVAC Repairs
BID 09-080**

FAX
MAY 25 2009
BY: _____

CONTRACTORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Contractor Responsibilities:

- Contractors are responsible to download and complete any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Contractors will submit responses in accordance with requirements stated on cover of document.
- Contractors may not submit responses via email or fax.

Fort Bend Mechanical LTD
Legal Name of Contracting Company

PETE MEDFORD
Contact Person

13625 STAFFORD, TX 77477
Complete Mailing Address

281-403-4822 281-403-4823
Telephone Number Facsimile Number

Pete@fortbendmechanical.com
Email Address

Pete Med fl 5-21-2009
Signature Date

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for HVAC Repairs
BID 09-080**

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Thursday, June 4, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-080
HVAC

***ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.***

Results will not be given by phone.
Results will be provided to contractors in writing
after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests for
information must be in writing and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax:281-341-8645

Vendor Information

Fort Bend Mechanical LTD

Legal Name of Contracting Company



Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-403-4822

Telephone Number

281-403-4823

Facsimile Number

13625 Stafford Road

Complete Mailing Address (for Correspondence)

Stafford Tx 77477

City, State and Zip Code

P.O. Box 967

Complete Remittance Address (if different from above)

Stafford Tx 77497-0967

City, State and Zip Code

PETE MEDFORD CEO

Authorized Representative and Title (printed)

pete@fortbendmechanical.com

Authorized Representative's Email Address



Signature of Authorized Representative

Initials of Bidder: PM

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, contractor must draw a line through error and initial each change.
- 1.5 Bid Returns: Contractors must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Contractors must sign and include it in the returned bid package.

Initials of Bidder




- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder



- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Contractors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Contractors are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Contractors may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: 

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the contractors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a contractor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.
- 1.25 Assignment: The successful contractor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the contractors. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Contractors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.


- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Contractor agrees to accept purchase orders from those participating entities and to invoice each entity separately.



- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the contractor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder 

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.


2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder:



- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder 

- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

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- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) contractor to provide all materials, labor and equipment for needed HVAC repairs on existing equipment located throughout the county and/or installation of new equipment, which meet or exceed the specifications contained herein

4.0 PERIOD OF CONTRACT:

The contract is for the period ending **31 MARCH 2010**, renewable annually for four (4) years (through 31 March 2014) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.

5.0. BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, contractor **MUST** draw a line through error and initial each change.


6.0 PERFORMANCE SECURITY:

The successful bidder must within ten (10) calendar days after notification of bid award, provide the Fort Bend County Purchasing Agent with a Performance Security in the amount of \$1000.00. Performance Security must be in the form of a Surety Bond, Cashier's Check or Certified Check payable to Fort Bend County.

7.0 INSURANCE:

7.1 All contractors must submit, with bid, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, contractors may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to the County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

7.2 The successful bidder shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to the County, naming the County, the contractor and its employees as insured:

Initials of Bidder 

7.2.1 Workers Compensation: See Section 9.0.

7.2.2 Employer's Liability: \$500,000

7.2.3 General liability including:

7.2.3.1 Premises/Operations

7.2.3.2 Products/Completed Operation

7.2.3.3 Contractual

7.2.3.4 Owner's Protective

7.2.3.5 Personal Injury/Advertising Liability

7.2.3.6 Mobile Equipment

7.2.4 General liability limits shall be equal to or greater than:

7.2.4.1 \$100,000 Bodily Injury per person. 300,000 Bodily Injury per occurrence. \$100,000 Property Damage per occurrence; or,

7.2.4.2 \$500,000 Bodily Injury and Property Damage combined, single limit.

7.2.4.3 Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Agreement shall be \$1,000,000. Claims - made polices shall not be acceptable. All policies shall be occurrence basis.

7.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

7.2.5.1 \$100,000 Bodily Injury per person. \$300,000 Bodily Injury per occurrence. \$100,000 Property Damage per occurrence; or,

7.2.5.2 \$500,000 Bodily Injury and Property Damage combined, single limit.

7.2.6. Excess Liability Coverage shall be greater than or equal to \$1,000,000 combined, single limit. Specify aggregate, if any.

7.3 Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the County.

- 7.4 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the County.
- 7.5 Approval of the insurance by the County shall not relieve or decrease the liability of the Contractor.

8.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold the County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

- 8.1 Contractor shall timely report all such matters to the County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide the County with a written report on each such matter covered by this paragraph and by paragraph 2. below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by Contractor in the defense of each matter.
- 8.2 The County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the County shall fully cooperate with Contractor in its defense of each such matter.
- 8.3 Contractor's duty to defend indemnifies and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 8.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the County shall promptly reimburse Contractor for its costs of defense.
- 8.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the County, the County shall have the obligation to participate in the defense of the matter through separate counsel.

Initials of Bidder



- 8.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the County or and shall not involve or require any payments or contributions by the County.
- 8.7 In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.
- 8.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify the County, in the manner provided for and to the extend described above, in the event the County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.
- 8.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.
- 8.10 Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to per form construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to the County.
- 8.11 Loss Deduction Clause - The County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

9.0 WORKERS COMPENSATION INSURANCE:

The Texas Workers Compensation Commissioner has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements for worker's compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

Initials of Bidder: 

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law.

Additional questions may be addressed to the Texas Worker's Compensation Commission, Southfield Building, 4000 S IH-35, Austin, Texas 78704 (512)440-3618.

9.1 Definitions:


9.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage contractors, office supply deliveries, and delivery of portable toilets.

9.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

Initials of Bidder 

- 9.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 9.5.2 No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 9.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 9.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- 9.9.2 Provide the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

Initials of Bidder: 

- 9.9.3 Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 9.9.4 Obtain from each other person with whom it contracts, and provide to the contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and
- 9.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Initials of Bidder



10.0 FORT BEND COUNTY REPRESENTATIVE:

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent (281) 341-8643 or [kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us).

11.0 SPECIFICATIONS:

- 11.1 Contractor must provide maximum of four (4) hours on-site response time for emergency calls. Scheduled work must be started with one (1) day notice by authorized County representative.
- 11.2 Contractor must show proof of Class A License with bid submittal. License is required by the State of Texas to work on chillers.
- 11.3 Contractor must complete all work in accordance with industry standard guidelines.
- 11.4 Contractor must be capable of completing and all required electrical connections of units.
- 11.5 Contractor must be able to assist Fort Bend County with development of scope of work for future projects.

12.0 REFERENCES:

Contractors must submit, with bid, a list of three (3) references of HVAC contracting with governmental entities within the last three (3) years. References must state company name, contact person, telephone number and mailing address.

13.0 AWARD:

This contract will be awarded to the overall lowest bidder meeting specifications. Fort Bend County reserves the right to remove locations.

14.0 PRICING:

Time plus materials: \$ 52.00 per hour, for work performed during normal working hours (Monday through Friday, 8:00 am – 5:00 pm).

Time plus materials: \$ 78.00 per hour, for work performed after normal working hours (Monday through Friday, after 5:00 pm and/or on weekends).

When a project has been identified by Fort Bend County, the contractor must complete a walk through of the proposed project and furnish Fort Bend County with a detail list of materials to be used as well as a total of hours needed and cost to complete the assignment.

Fort Bend County intends to utilize this contract and selected contractor for all HVAC repairs projects. Fort Bend County reserves the right to contract with other HVAC contractors during the period of this contract without penalty when deemed appropriate by the County Purchasing Agent.

CONTRACT SHEET

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

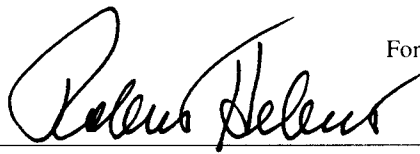
This memorandum of agreement made and entered into on the _____ day of _____, 20____, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and _____
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **HVAC Repairs** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 23 day of June 2009.

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: PETE MEDFORD CEO
Printed Name and Title

Bid 09-080

STATE OF TEXAS
DAVID LEE MEDFORD

AIR CONDITIONING &
REFRIGERATION CONTRACTOR

FORT BEND MECHANICAL LTD

LIC.# TACLA226E
EXPIRES 05/23/2010



TEXAS DEPARTMENT OF LICENSING AND REGULATION

The person named on this card may perform
the duties within the scope of work
authorized by applicable law through the
expiration date shown on the front of the card.



William H. Kuntz, Jr.

William H. Kuntz, Jr.
Executive Director

Texas Department of Licensing and Regulation

www.license.state.tx.us

FORT BEND MECHANICAL LTD.
13625 STAFFORD ROAD
STAFFORD, TEXAS 77477

PH-281-403-4822
FAX 281-403-4823

June 2, 2009

Fort Bend County Purchasing
Richmond, Texas

RE: Fort Bend County Bid 09-080 HVAC Services References

To Whom It May Concern:

The following is the required list of governmental entities that Fort Bend Mechanical has performed like services for in the last three years:

1. Fort Bend County- George Beran 281-682-8361
500 Liberty
Richmond, TX 77469
2. City of Sugarland David Chairez-281-642-1877
2700 Town Center Blvd N.
Sugar Land, TX 77479
3. Houston Community College System-Cecil Martin -713-539-5021
3100 Main, STE # 1000
Houston, TX 77002
4. Harris County Hospital District- Harry Fugatti-713-873-3082
2525 Holly Hall St.
Houston, TX 77054

Sincerely,

Pete Medford

Pete Medford, CEO
Fort Bend Mechanical TXMAS 7-03FAC040

FORT BEND MECHANICAL LTD.
13625 STAFFORD ROAD
STAFFORD, TEXAS 77477

PH-281-403-4822
FAX 281-403-4823

June 2, 2009

Fort Bend County Purchasing
Richmond, Texas

RE: Fort Bend County Bid 09-080 HVAC Services Licenses

To Whom It May Concern:

The following attached are copies of State of Texas Licenses held by Fort Bend Mechanical they include:

1. State of Texas TACLA 000226 E
2. State of Texas Electrical 24536
3. State of Texas Plumbing M-39020

Fort Bend Mechanical can and will provide these services as required under the proposal.

Sincerely,

Pete Medford

Pete Medford, CEO
Fort Bend Mechanical TXMAS 7-03FAC040

STATE OF TEXAS
DAVID LEE MEDFORD



AIR CONDITIONING &
REFRIGERATION CONTRACTOR

FORT BEND MECHANICAL LTD

LIC.# TACLA226E
EXPIRES 05/23/2010

TEXAS DEPARTMENT OF LICENSING AND REGULATION

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
<http://www.license.state.tx.us>



If you cut around the border of the registration certificate
it will fit in a standard 5" x 7" frame.

The certificate at the bottom of this
page should be prominently
displayed at your primary business
location.

Master: MICHAEL R DILLON, License# 105090

FORT BEND MECHANICAL, LTD.
PO BOX 967
STAFFORD TX 77497-0967

Frank Denton
Chair

LuAnn Morgan
Vice Chair



Mike Arismendez
Lewis Benavides
Fred N. Moses
Lilian Norman-Keeney
Deborah Yurco

Electrical Contractor

FORT BEND MECHANICAL, LTD.

License Number: 24236

The business named above is licensed by the Texas Department of Licensing and Regulation

License Expires: JANUARY 23 2010

A handwritten signature in black ink, appearing to read "William H. Kuntz".

William H. Kuntz
Executive Director

TEXAS STATE BOARD PLUMBING *of* EXAMINERS



BE IT KNOWN THAT

THOMAS C. COCHRAN

HAVING SUCCESSFULLY FULFILLED THE REQUIREMENTS OF THE BOARD IN ACCORDANCE WITH THE PLUMBING LICENSE LAW IS HEREBY LICENSED TO PRACTICE IN THE STATE OF TEXAS AS A

Master Plumber

Effective Apr. 22, 2009

THIS LICENSE IS NOT TRANSFERABLE

TEXAS STATE BOARD
PLUMBING *of* EXAMINERS

IN WITNESS WHEREOF WE HAVE SET OUR HANDS
AND AFFIXED THE SEAL OF THE BOARD ON

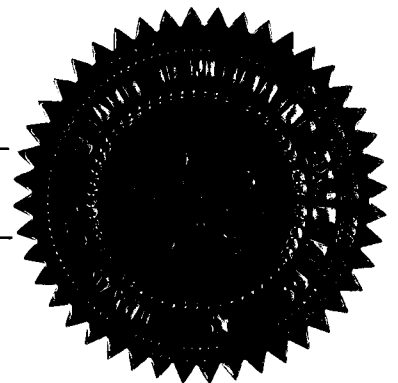
April 23, 2009

A handwritten signature in black ink, appearing to be "L. J. Howell", written over a horizontal line.

Chair

A handwritten signature in black ink, appearing to be "L. J. Howell", written over a horizontal line.

Executive Director



M-39020

FORT BEND MECHANICAL LTD.
13625 STAFFORD ROAD
STAFFORD, TEXAS 77477

PH-281-403-4822
FAX 281-403-4823

June 2, 2009

Fort Bend County Purchasing
Richmond, Texas

RE: Fort Bend County Bid 09-080 Copies of Certifications on Equipment

To Whom It May Concern:

The following attached are copies of equipment or manufacturer training certifications for current employees of Fort Bend Mechanical

Sincerely,

Pete Medford

Pete Medford, CEO
Fort Bend Mechanical TXMAS 7-03FAC040

Carrier South Texas



Certificate Of Completion

Eric Medford

*Has Successfully Completed All Requirements Of The
2006 Technical Development Program (25 Hours)*

*Bruce Orcutt
Commercial Sales Manager
Carrier South Texas*

November 17, 2006



awards this

Certificate of Achievement

to

Eric Medford

for completing the requirements of the

19XL/XR Compressor Teardown Training

1/28/2008 - 2/1/2008

Greg Reiber
Greg Reiber

Michael DiIucchio
Michael DiIucchio

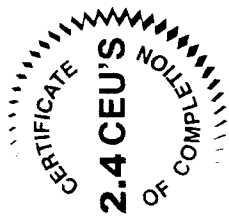
National Fluid Power Institute

Certificate of Achievement

*This Award is Presented to
Eric Medford*

*For Successful Completion of Training in
Troubleshooting Electrical Circuits
and by Recommendation of the Committee of Awards
has been granted this certificate.*

this 19th day of January in the year of 20 06



[Handwritten Signature]
Signature



This certifies that

Eric Medford

has successfully completed an educational program in:

YORK Air Cooled Screw Class - Dallas

March 5 - 7, 2003





Certificate of Completion

The Trane Company
certifies that

Eric C. Medford

has satisfactorily completed

**RTHA / HB / HC Rotary Chiller
Service**

*... a technical training class held in La Crosse, WI, instructed by Trane
Commercial Systems - Technical Service Training.*

B Chamberlain
Training Engineer - Trane Commercial Systems

[Signature]
Manager, Technical Training - Trane Commercial Systems

Course Completed - December 19, 2003



Keeping Business in Business

This certifies that

Eric Medford

has successfully completed Liebert's

ESC2

Large and Small Systems

course and is hereby awarded this certificate of achievement

Shirley E. Fry
Training Instructor



January 14-16, 2003

Date

2.1
CEU's



awards this

Certificate of Achievement

to

Eric Medford

for completing the requirements of the

19XL/XR Compressor Teardown Training

1/28/2008 - 2/1/2008

Greg Reiber

Greg Reiber

Michael DiLucchio

Michael Dilucchio

Training Certificate

David L Medford

*has completed the Alternate Refrigeration R-410a
Certification program ~~given~~ by Mechanical Training
Service and approved by the Texas Department of
Licensing and Regulation. Course Number 1507.*

02/09/2007

Joseph P Moravek
Instructor

Date

Mechanical Training Service
Provider Number 1135

Robert G. Williamson
Robert G. Williamson
Vice-President

AMERICAN SOCIETY OF HEATING, REFRIGERATING
AND AIR-CONDITIONING ENGINEERS, INC.



THIS IS TO CERTIFY THAT

David L. Medford

HAS BEEN GRANTED THE GRADE OF

Member

AND IS ENTITLED TO ALL THE RIGHTS AND
PRIVILEGES AS PROVIDED BY THE CONSTITUTION AND
BYLAWS OF THE SOCIETY

July, 2003

James M. Gosh
EXECUTIVE SECRETARY

Richard Terley
SECRETARY



TRANE

Certificate of Completion

The Trane Company
certifies that

Pete Medford

has satisfactorily completed

CentraVac® Mechanical Service

a Technical Training Course in La Crosse, Wisconsin

Pete Medford
Training Engineer - Worldwide Applied Systems Group

Steve Hance
Trained Engineer - Worldwide Applied Systems Group

Manager, Technical Training - Worldwide Applied Systems Group
Course Completed - November 15, 1986



awards this

Certificate of Achievement

to

BILLY WILGANOWSKI

for completing all the requirements of the

Air Conditioning Service and Troubleshooting I Course

Lawrence J. Hironaka

David W. Lambly
INSTRUCTOR

JAN 8-19 1990

DATE

CARRIER - R.D.I.

DISTRIBUTOR



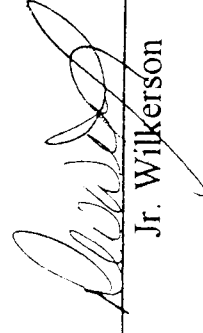
Hereby Certifies That

David York

has completed the following Training Course

Mycom Water Chiller

January 18, 2002


Jr. Wilkerson

PERFORMANCE AND CAREER ENHANCEMENT



Houston Service Training Certificate of Award

JEREMY W. WILSON

Has successfully completed
all requirements of the

Flotronic Chillers "ComfortLink" Controls

15 Hour Service Seminar Models: 30GTN, 30HK Reciprocating Liquid Chillers

Lawrence J. Giroux
Service Training Manager
Carrier South Texas

January 2001

DATE



COMMERCIAL SERVICE

Certificate of Completion

awarded to

Jeremy Wilson

Fall 2001 Unitary Training

December 6, 2001

Date

Instructor

A handwritten signature in dark ink is written over a horizontal line. The signature is cursive and appears to read "Jeremy Wilson".

MICRO
CONTROL
SYSTEMS



HANBELL
SCREW TECHNOLOGY

Certificate of Training

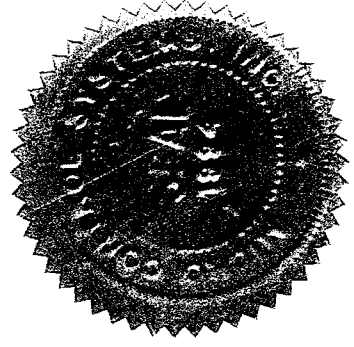
March 5, 2009

This certificate is presented to

Robert Bisby

*In recognition of successfully completing disassembly & assembly
procedures, troubleshooting and overhauling of compressors and factory
training on the MCS-Magnum with outstanding achievement*

MCS-Magnum Controls Training
Hanbell Screw Compressor Training



Brian Walterick

Brian Walterick

Robert Toney

Bret Lai

Carlos Giraldo

Bret Lai

MICRO
CONTROL
SYSTEMS



HANBELL
SCREW TECHNOLOGY

Certificate of Training

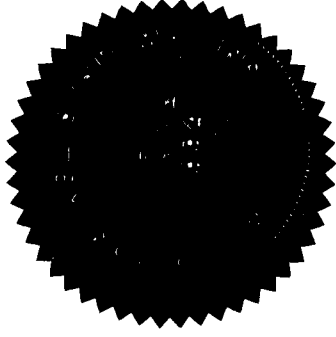
March 5, 2009

This certificate is presented to

Yul Hubbard

*In recognition of successfully completing disassembly & assembly
procedures, troubleshooting and overhauling of compressors and factory
training on the MCS-Magnum with outstanding achievement*

MCS-Magnum Controls Training
Hanbell Screw Compressor Training



Brian Walterick
Brian Walterick

Robert Toney
Robert Toney

Carlos Giraldo
Carlos Giraldo

Bret Lai
Bret Lai

Certifies that

Yul Hubbard

Has Successfully completed

Level I Fundamentals of Pneumatics

Amy Cullen
Signature

12/5/05
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DG
FORTB-4

DATE (MM/DD/YYYY)
10/28/08

PRODUCER
Insurance Alliance
1776 Yorktown, #200
Houston TX 77056
Phone: 713-966-1776 Fax: 713-966-1700

INSURED
Fort Bend Mechanical, Ltd.
P.O. Box 467
Stafford TX 77497-0967

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	QBE Specialty Ins Co	
INSURER B:	Redland Insurance Company	
INSURER C:	Commerce & Industry Ins Co	19410
INSURER D:	Texas Mutual Ins Co	22945
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	QSIHU0001382	11/01/08	11/01/09	EACH OCCURRENCE \$ 1000000
		<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"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
B		AUTOMOBILE LIABILITY	RICHU0001122	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
C		EXCESS/UMBRELLA LIABILITY	BE015679441	11/01/08	11/01/09	EACH OCCURRENCE \$ 4000000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$				AGGREGATE \$ 4000000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001162999	11/01/08	11/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
FTBEN02 Ft. Bend County Maintenance 301 Jackson Richmond, TX 77469	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Harlan J. Berger</i>