

STATE OF TEXAS

COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

AGREEMENT FOR ROOF REPLACEMENT:
ROSENBERG ANNEX AND SUGAR LAND ANNEX
RFP 11-055

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and REMEDY ROOFING, INC. hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor provide replacement services for the roofs at the Rosenberg Annex (4520 Reading Road, Rosenberg, Texas) and the Sugar Land Annex (12550 Emily Court, Sugar Land, Texas located in Fort Bend County, Texas, hereinafter referred to as the "Project;" and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

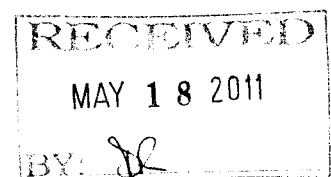
NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I
SCOPE OF AGREEMENT

Contractor shall provide services for the Project as detailed in Contractor's response to RFP 11-055, as amended.

SECTION II
CHARACTER AND EXTENT OF SERVICES

- 2.01 Contractor shall provide the services detailed Contractor's Response to RFP 11-055, a select portion of which is attached hereto as Exhibit A. Contractor's complete response to RFP 11-055 is hereby incorporated by reference as if set forth herein verbatim for all purposes.
- 2.02 Contractor agrees to complete the services called for in Exhibit A within ninety (90) calendar days from the execution date of this Agreement.
- 2.03 Contractor shall comply with the prevailing wage rate requirements of Chapter 2258 of the TEXAS GOVERNMENT CODE as specified in County's RFP 11-055, attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim for all purposes.



SECTION III CONTRACTOR'S COMPENSATION

- 3.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section IX, County shall pay to Contractor an amount not to exceed \$569,884.00, detailed as follows:
- A. \$394,987.00 - Rosenberg Annex
 - B. \$174,897.00 - Sugar Land Annex
- 3.02 Contractor shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Contractor to the point indicated by such invoice or of receipt or acceptance by County of the services covered by such invoice. Reimbursable expenses shall be reimbursed to Contractor at-cost upon submission of properly submitted expense records to County. Service charges are not applicable and not subject to reimbursement.

SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing ten (10) days written notice to Contractor.
- 4.02 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay the Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V INSURANCE AND BONDS

- 5.01 Contractor shall obtain and keep in full force and effect until completion of the Project the insurance coverages hereinafter specified herein. Such coverages shall be in primary form as to the liabilities assumed hereunder or excess form with limits not less than those set out below.
- 5.02 Commercial General Liability Insurance. Commercial general liability insurance or a comparable policy form, naming Contractor as the named insured and County as additional insured with the following coverages and limits:
- A. General Aggregate \$2,000,000
 - B. Products Completed Operation – Aggregate \$2,000,000

C. Personal Advertising Injury Limit	\$1,000,000
D. Each Occurrence Limit	\$1,000,000
E. Fire Damage Limit (any one fire)	\$50,000
F. Medical Expense Limit (any one person)	\$5,000

- 5.03 Such insurance shall contain blanket contractual coverage, shall be written on Insurance Services Offices approved occurrence form and shall also provide the following protection:
- A. premises/operations coverage;
 - B. broad form property damage liability coverage
 - C. completed operations coverage for a period of 2 years following the date of substantial completion of the Work;
 - D. XCU coverage;
 - E. independent contractors and employees as additional insureds;
 - F. contractual liability coverage.
- 5.04 Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Project, with Contractor as the named insured, and County as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than \$100,000 per occurrence and \$300,000 in the annual aggregate. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 5.05 Professional Liability insurance with limits not less than \$1,000,000.00.
- 5.05. Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas state coverage for all persons or entities employed by Contractor and all subcontractors in connection with the Project, with employer's liability insurance of not less than \$1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of the County.
- 5.06. Professional Liability Insurance naming Contractor as the named insured and County as additional insured, in an amount not less than \$1,000,000 per occurrence and in the aggregate.
- 5.07. Worker's Compensation Special Requirements. In regard to Worker's Compensation Insurance the following special requirements shall apply. All parties working on the Project shall maintain Worker's Compensation as required by Texas law.
- (A) 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.
 - (B) Duration of the Project - includes the time from the beginning of the Project until Contractor's work on the Project has been completed and accepted by County.
 - (C) Persons providing services on the Project. ("Subcontractor" in section 406.096 of the Texas Labor Code) includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and

regardless of whether that person has employees. This includes, without limitation, independent general 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 vendors, office supply deliveries, and delivery of portable toilets.

(D) 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 Contractor providing services on the Project, for the duration of the Project.

(E) Contractor must provide a certificate of coverage to County prior to the commencement of work on the Project.

(F) If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.

(G) Contractor shall obtain from each person providing services on the Project, and provide to County:

(1) a certificate of coverage, prior to that person beginning work on the project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than seven days after receipt by 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.

(H) Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

(I) Contractor shall notify County in writing by certified mail or personal delivery, within 10 days after Contractor knows or should know, of any change that materially affect the provision of coverage of any person providing services on the project.

(J) Contractor shall post on the 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. (This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population.)

- 5.08 Every policy referred to in this Agreement shall (i) provide that no material change, cancellation or termination shall be effective until at least 30 days after written notice thereof has been received by Contractor and County; (ii) provide that such insurance shall not be invalidated by any act or negligence of Contractor or County, or any

subcontractors or any person or entity having an interest in the Project, nor by any foreclosure or other proceedings or notices thereof relating to the Project, nor by any change in title to or ownership of the Project; and (iii) include a waiver of all rights of subrogation in favor of Contractor and County.

- 5.09 All insurance required by any provision of this Agreement shall be in such form and shall be issued by such responsible companies licensed and authorized to do business in the State of Texas as are acceptable to Contractor. Any insurance company rated at least "A" as to management and at least "Class XII" as to financial strength in the latest addition of Best's Insurance Guide, published by Alfred M. Best Co., Inc., 75 Fulton Street, New York, New York (or any successor publication of comparable standing) shall be deemed a responsible company and acceptable to Contractor.
- 5.10 Prior to commencement of work on the Project, Contractor shall furnish insurance certificates evidencing the coverages required under this Agreement to County, which shall clearly indicate that the insurance required to be obtained hereunder has been obtained in the type, amount and classification as herein required. County shall have the right, upon prior notice and during business hours, to review certified true copies of the insurance policies maintained pursuant to this Agreement.
- 5.11 Contractor shall furnish a payment bond with good and sufficient surety or sureties payable to County and intended for the use and protection of all contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work on the Project. Contractor shall also provide a performance bond with good and sufficient surety or sureties for the faithful performance of the Agreement and to indemnify County for damages occasioned by a failure to perform the work on the Project or for failure to perform the work on the Project within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of County.
- A. The surety must be one that is licensed to do business in the State of Texas, and must be acceptable to County. Each bond shall be in an amount equal to 100% of Contractor's compensation.
- B. Bond Requirements. The performance bond and payment bond shall identify the Principal (Contractor) and Surety with County. The Principal and Surety shall be identified by their full legal names, addresses, full telephone numbers, and legal status of the parties (i.e., sole proprietorship, general partnership, joint venture, unincorporated association, limited partnership, corporation (general or professional), etc.). The identification of County will be for informational purposes only. The Principal and the Surety must separately sign the bond. The parties executing the bond should indicate their companies, print their names and titles, and impress the corporate seals, if any. The bonds must be payable to County, and shall be delivered to the County Project Manager of within thirty (30) calendar days after execution of this Agreement. The performance bond must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D of the Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be

obtained from the Texas Department of Insurance by calling the toll-free telephone number.

- C. Surety Companies. Any performance bond obtained hereunder must be executed by a duly authorized Surety company satisfactory to County, which in any event, must be a surety company listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury" and authorized to do business in the State of Texas in accordance with Article 7.19-1 of the Texas Insurance Code. No surety will be accepted by County who is now in default or delinquent on any bonds or who is interested in any litigation against County. Each Surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

SECTION VI WARRANTY

- 6.01 All supplies, equipment and services shall carry a minimum warranty as provided in Contractor's response to RFP 11-055, attached hereto as Exhibit A, hereinafter referred to as "Warranty Period." Contractor shall be an authorized dealer, distributor or manufacturer for all products.
- 6.02 Contractor shall, for the protection of County, obtain from all vendors and subcontractors guarantees with respect to the machinery, equipment, and materials, used and installed as a part of the Project, which guarantees shall be in form and content consistent with those prevailing in the applicable industry and which shall be made available to County to the full extent of the terms thereof. Contractor shall use its best efforts to obtain guarantees which extend to the expiration of Warranty Period or for such longer period of time as may be obtainable from such vendors and subcontractors and shall specify that same shall be enforceable by and for the benefit of County. All materials and equipment are subject to inspection by County at all times. No inspection or other action by County shall release any vendor or subcontractor from its duty to conform to final specifications nor shall any inspection or other action or lack thereof release any vendor or subcontractor from any warranty or guarantee. The failure of County to inspect shall not constitute a waiver of the right to reject the material or equipment for defective workmanship or material.
- 6.03 Contractor guarantees that the Project will be free from any defect in the workmanship of Contractor or any subcontractor or other party engaged by Contractor in connection with the Project. Provided the County notifies Contractor of such a defect prior to the end of Warranty Period, Contractor will promptly correct at no cost to County, any defect in or damage to the Project or any part thereof arising or resulting, directly or indirectly, from any defect in the workmanship of Contractor (or its subcontractors or suppliers) and Contractor shall itself correct or, as deemed feasible by County, have another correct any such defect where such is attributable to any subcontractor or other party engaged by Contractor in connection with the Project.

SECTION VII INDEMNIFICATION

- 7.01 CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING DIRECTLY OR INDIRECTLY FROM ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES, ANY OF CONTRACTOR'S SUBCONTRACTORS, ITS OFFICERS, AGENTS AND EMPLOYEES OR ANYONE DIRECTLY EMPLOYED BY ANY OF THEM. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS AGREEMENT, IF ANY SUCH CLAIM OR LIABILITY ARISES IN WHOLE OR IN PART FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY, THE LIABILITY OF CONTRACTOR UNDER THE FOREGOING INDEMNITY SHALL BE REDUCED ON A PRO RATA BASIS SUCH THAT IT WILL NOT INCLUDE THE PORTION OF HARM PROVEN TO ARISE FROM OR OTHERWISE ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY.
- 7.02 Contractor shall be responsible for all risk of loss to all materials delivered to the Project and all materials and equipment incorporated into the Project. Contractor shall provide continuous and adequate protection of the Project and site, the property and adjacent property of County or Contractor constituting the Project site. Contractor shall be obligated to replace or repair any (a) materials, equipment or supplies which are, or are to become, a permanent part of the Project or temporary or existing facilities whether Contractor owned or leased or furnished by Contractor or County or (b) supplies and materials which are lost from the Project site, damaged or destroyed on the Project site, however such loss or damage may occur unless the same results from the negligence or willful misconduct of County or its officers, directors, employees or agents.

SECTION VIII NOTICE

- 8.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Contractor at the addresses set forth below.
- 8.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 8.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Contractor:

Remedy Roofing, Inc.
21925 Franz Road, Suite 402
Katy, Texas 77449
Attn: Owen Traylor, Operations Manager

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg, Texas 77471

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

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

SECTION IX
LIMIT OF APPROPRIATION

- 9.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$569,884.00, including all reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 9.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$569,884.00.

SECTION X
SUCCESSORS AND ASSIGNS

- 10.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 10.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 10.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION XI PUBLIC CONTACT

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

SECTION XII COMPLIANCE AND STANDARDS

Contractor shall use its best efforts and perform all services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the best standard of care provided by contractor on similar projects and comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder.

SECTION XIII OWNERSHIP OF DOCUMENTS

- 13.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and subcontractors (deliverables).
- 13.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 13.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 13.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 13.05 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 13.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XIV MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XV
MISCELLANEOUS

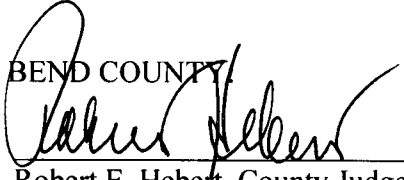
- 15.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 15.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 15.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 15.04 If there is a conflict between this Agreement and Exhibit A & B, the provisions of this Agreement shall prevail.

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SECTION XVI
EXECUTION

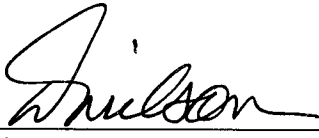
This Agreement shall not become effective until executed by County.

FORT BEND COUNTY

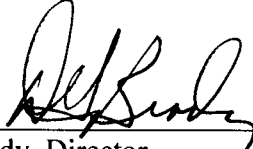
By: 
Robert E. Hebert, County Judge

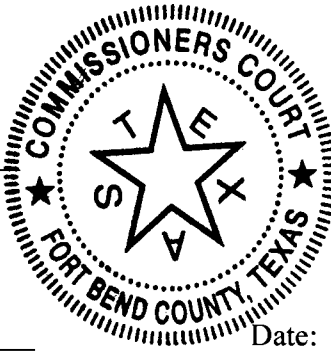
Date: May 24, 2011

ATTEST:


Dianne Wilson, County Clerk

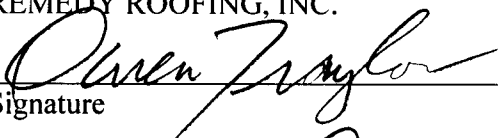
APPROVED:

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



Date: 5/18/11

CONTRACTOR:
REMEDY ROOFING, INC.


Signature

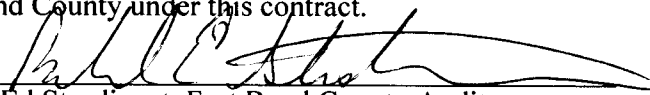
Date: 5-18-11

Printed Name & Title: OWEN TRAYLOR OPERATION MGR.

MER:Remedy Roofing.RFP11-055.3959

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$594,884.⁰⁰ ^{an} ~~567,884.⁰⁰~~ to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

Attachments:

Exhibit A: Contractor's Response to RFP 11-055

Exhibit B: County's RFP 11-055

EXHIBIT A



Remedy Roofing

Title Page

**RFP 11-055
Roof Replacement Project#2
Rosenberg Annex and Sugarland Annex**

**Remedy Roofing, Inc.
21925 Franz Rd. Suite # 402
Katy, Texas 77449
Tel: 281-391-8555
Fx: 281-391-8556
Cell: 281-635-2452
otraylor@comcast.net**

Doug Traylor 
Owner

21925 Franz Road, Suite #402 • Katy, Texas 77449 • P.281.391.8555 • F.281.391.8556 • remedyroofing.com

Fort Bend County Specification Download Acknowledgment

**Request for Proposals
Roof Replacement Project #2:
Rosenberg Annex and Sugar Land Annex
RFP 11-055**

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-3645

Vendor Responsibilities:

- Vendors 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 Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document
- Vendors may not submit responses via email or fax.

REMEDY ROOFING, INC.
Legal Name of Contracting Company

OWEN TRAYLOR
Contact Person

21925 FRANZ ROAD KATY, TEXAS 77449
Complete Mailing Address

281-635-2452 281-391-8556
Telephone Number Facsimile Number

OTRAYLOR@COMCAST.NET
Email Address

Owen Traylor 3/9/11
Signature Date

Fort Bend County, Texas

Vendor Information

REMEDY ROOFING, INC.
Legal Name of Contracting Company

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

281-391-8555 281-391-8556
Telephone Number Facsimile Number

21925 FRANZ ROAD SUITE #402
Complete Mailing Address (for Correspondence)

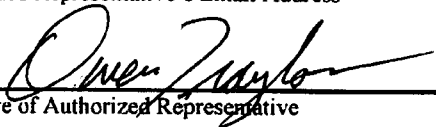
KATY, TEXAS 77449
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

OWEN TRAYLOR
Authorized Representative and Title (printed)

OTRAYLOR@COMCAST.NET
Authorized Representative's Email Address


Signature of Authorized Representative

11.0 PRICING:

ROSENBERG ANNEX (4520 Reading Road

Price to complete the specifications above:

\$ 394,987.00

SUGAR LAND ANNEX (12550 Emily Court):

Price to complete the specifications above:

\$ 174,897.00



Remedy Roofing

Work Scope

Rosenberg Annex (4520 Reading Road)

Provide material, labor, and equipment to install a complete new TPO roofing system as follows:

- Remove existing EPDM and built up roofing down to metal decking, examine decking and replace as needed.
- Remove unused equipment curbs and install new decking to match existing.
- Install a 3" thick layer of rigid insulation with an R-18 value as described in the attached Technical Data Sheets.
- Install a 60-mil TPO membrane on the entire roof including going up and over the parapet wall to provide a continuous waterproofing layer per manufacturers specifications.
- Install new 30" x 36" roof hatch and ladder.
- Remove and replace existing gutters and downspouts with new 24 gauge Kynar 500 coated metal to match existing.
- Remove trash and debris from roof daily and keep job site clean at all times.
- Provide Manufacturers 15-year warranty along with Contractors 2-year workmanship warranty.

Sugarland Annex (12550 Emily Court)

- Remove and dispose of the existing built up roofing system and screen wall.
- Repair roof deck as necessary including where the screen wall posts penetrated the deck with matching material.
- Install new rooftop drains (or extensions) to match the new elevation required by the 3" rigid insulation.
- Install a 3" thick layer of rigid insulation with an R-18 value as described in the attached Technical Data Sheets.
- Remove and re-install rooftop equipment as necessary to install the new roofing system including electrical, mechanical, and sheet metal work. Replace damaged curbs as necessary.
- Provide new 4" x 4" equipment sleepers wrapped with the same TPO membrane as installed on the roof.
- Install a 60-mil TPO membrane on the entire roof including the parapet walls.
- Install new 30" x 36" roof hatch and ladder.
- Clean and remove debris daily.
- Provide Manufacturers 15-year warranty along with Contractors 2-year workmanship warranty.

21925 Franz Road, Suite #402 • Katy, Texas 77449 • P.281.391.8555 • F.281.391.8556 • remedyroofing.com



Remedy Roofing

Schedule

Rosenberg Annex (4520 Reading Road)

- Receive signed contract
- Order materials and mobilize equipment (5 days)
- Remove and replace roofing system (25 days)
- Install gutters and downspouts (3 days)
- De-mobilized and clean job site (1 day)

Sugarland Annex (12550 Emily Court)

- Receive signed contract
- Order materials and mobilize equipment (5days)
- Remove and replace roofing system (20 days)
- Replace sheet metal parapet wall caps (2days)
- De-mobilize and clean job site (1 day)

EXHIBIT B

Fort Bend County, Texas
Request for Proposals



*Roof Replacement Project #2:
Sugar Land Annex and Rosenberg Annex
RFP 11-055*

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department

4520 Reading Road, Suite A

Rosenberg Annex

Rosenberg, TX 77471

SUBMIT NO LATER THAN:

Thursday, March 31, 2011
1:30 PM (Central)

MARK ENVELOPE:

RFP 11-055
Roof Replacement Projects

****NOTE:**

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

***ALL RFPS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
NAMES OF ALL RFPS RECEIVED WILL THEN BE READ.
RFPS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.***

Results will not be given by phone.
Results will be provided to bidders 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

Legal Name of Contracting Company

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

Telephone Number

Facsimile Number

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Authorized Representative and Title (printed)

Authorized Representative's Email Address

Signature of Authorized Representative

1.0 OBJECTIVE:

Fort Bend County, herein requests proposals (RFP) for roof replacement projects at the Rosenberg Annex (4520 Reading Road, Rosenberg TX) and the Sugar Land Annex (12550 Emily Court, Sugar Land TX).

2.0 PRE-RFP CONFERENCE:

A Pre-RFP conference with site visits will be conducted on **Thursday, March 17, 2011 at 10:00 AM (CST)**. The pre-RFP conference will be held at the Fort Bend County Purchasing Department located in the Rosenberg Annex at 4520 Reading Road, Rosenberg, Texas 77471. Site visits for both locations will commence upon the conclusion of the pre-RFP meeting. All vendors are encouraged to attend. No additional site visits will be permitted.

3.0 PROPOSAL SUBMISSION:

3.1 Questions:

Questions concerning this RFP must be submitted in writing to Ms Debbie Kaminski, CPPB, County Purchasing Agent, 4520 Reading Road, Rosenberg Texas 77471, [kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us). Responses to questions will be issued in writing only, verbal questions and responses will not be considered. Deadline for submission of questions and/or clarification is **Thursday, March 24, 2011 at 3:00 PM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

3.2 When submitting a proposal in response to this request the following are required:

- 3.2.1 One (1) original, four (4) copies and one (1) electronic response on CD. CD must contain only **one (1) file in PDF format** and must match written response identically. Failure to provide proper CD is cause for disqualification.
- 3.2.2 Insure that this RFP is included in your proposal and that all the information requested on the cover of this RFP is completed.
- 3.2.3 Provide a title page showing the RFP subject, name of proposer, address, telephone number, fax number and email address. The title page must be signed by an officer of the firm.
- 3.2.4 Provide all required elements as stated in 8.0 and 9.0.
- 3.2.5 Provide detailed pricing.
- 3.2.6 Provide copy of insurance certificate.
- 3.2.7 Provide completed W9.

3.3 Proprietary Information:

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be clearly identified on every page on which it is found. Data or information so identified will be used by Fort Bend County officials and representatives solely for the purpose of evaluating proposals and conducting contract negotiations.

3.4 Cost of Proposal Preparation:

The cost of preparing a response to this RFP is not reimbursable to respondent or selected provider.

3.5 Modification or Withdrawal of Proposals:

Any proposal may be withdrawn or modified by written request of the respondent prior to the deadline for submission. Modifications received after the submission deadline will not be

considered. No proposal may be withdrawn for a period of 60 calendar days after opening without permission of Fort Bend County. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. Revisions will be permitted after submission and before final contract award for the purpose of obtaining the best and final offer.

3.6 Preparation of Proposal:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Fort Bend County representatives to make a fair evaluation of the company and the proposal.

3.7 Confidentiality of Proposals:

Proposals will be opened on the date specified on the cover page and kept secret during the process of negotiations. Only the names of the respondents will be made public at time of opening. All proposals that have been submitted shall be open for public inspection only after final contract award, subject to the requirements of the Public Information Act.

3.8 Contract Award:

Award of contract will be made by Fort Bend County Commissioners Court to the responsible company(s) who has been determined to be the best evaluated offer resulting from negotiations. Fort Bend County reserves the right to reject any or all proposals and is not obligated to award a contract pursuant to this request for proposals. Final contract may be awarded to one (1) firm or multiple firms.

3.9 Exceptions RFP:

Any and all exceptions, conditions or qualifications to the provisions contained herein must be clearly identified as such together with reasons for taking exception, and inserted in the proposal along with associated costs.

4.0 INSURANCE:

4.1 All respondents must submit, with RFP, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend 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 will result in disqualification of submittal.

4.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:

4.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

4.2.2 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.

- 4.2.3 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.
- 4.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 4.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 4.4 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 the work under this Contract is completed.
- 4.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 4.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 4.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

5.0 INDEMNIFICATION:

CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND 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.

- 5.1 Contractor shall timely report all such matters to Fort Bend 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 Fort Bend County with a written report on each such matter, 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 Fort Bend County required by Contractor in the defense of each matter.
- 5.2 Contractor's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

- 5.3 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.
- 5.4 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.
- 5.5 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.
- 5.6 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend 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 Fort Bend County.
- 5.7 Loss Deduction Clause - Fort Bend 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.

6.0 PERFORMANCE AND PAYMENT BOND:

The Respondent shall post with Fort Bend County, not later than ten (10) days of the County's award of a contract, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory by County. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Respondent shall notify its corporate surety of any contract changes.

7.0 PREVAILING WAGE RATE:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX100115 01/07/2011 TX115

Superseded General Decision Number: TX20080115

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number

Publication Date

0	03/12/2010
1	04/02/2010
2	06/04/2010
3	07/02/2010
4	08/13/2010
5	09/03/2010
6	10/22/2010
7	10/29/2010
8	01/07/2011

ASBE0022-002 06/01/2009

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems)	\$ 20.63	8.30
BOIL0074-002 08/08/2010		
BOILERMAKER	\$ 25.95	16.88
CARP0551-003 04/01/2008		
Carpenter (Acoustical Ceiling Work Only)	\$ 21.00	6.43
ELEC0716-004 08/30/2010		
ELECTRICIAN (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers)	\$ 26.65	7.67
ELEV0031-001 01/01/2010		
ELEVATOR MECHANIC	\$ 34.955	20.235
FOOTNOTES: a.- Employer contributes 8% of basic hourly rate for over 5 years' service and 6% of basic hourly rate for 6 months to 5 years' service as Vacation Pay Credit. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.		
PLAS0681-002 04/01/2005		
PLASTERER Galveston County	\$ 20.15	3.20

PLUM0068-005 10/01/2010

Plumbers (Excluding HVAC Pipe)	\$ 28.79	9.40
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PLUM0211-007 10/01/2010

Pipefitters (Excluding HVAC Pipe)	\$ 28.42	9.97
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SFTX0669-001 01/01/2011

SPRINKLER FITTER (Fire Sprinklers)	\$ 25.40	15.85
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SHEE0054-005 07/01/2010

Sheet Metal Worker (Includes HVAC System Installation and Excludes HVAC Duct)	\$ 25.37	9.96
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SUTX2005-014 04/28/2005

Asbestos Abatement Worker (Ceilings, Floors, & Walls)	\$ 14.00	0.00
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BRICKLAYER	\$ 18.00	0.00
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Carpenter (excluding Acoustical Ceiling Work)	\$ 15.94	0.00
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CEMENT MASON/CONCRETE FINISHER	\$ 12.75	0.00
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DRYWALL FINISHER/TAPER	\$ 12.21	0.92
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Drywall Hanger (Including Metal Stud Install)	\$ 12.49	1.38
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Formbuilder/Formsetter	\$ 11.03	0.00
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GLAZIER	\$ 14.01	2.72
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INSULATOR -BATT AND FOAM	\$ 11.00	0.00
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IRONWORKER, REINFORCING	\$ 12.01	0.00
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IRONWORKER, STRUCTURAL	\$ 16.15	0.00
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Laborers:

Common	\$ 9.60	0.00
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Mason Tender (Brick)	\$ 10.27	0.00
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Mason Tender (Cement)	\$ 9.88	0.00
Pipelayer	\$ 12.34	0.00
Plaster Tender	\$ 12.90	2.51
LATHER	\$ 16.90	3.61
Painter - Brush, Roller & Spray	\$ 11.14	0.00
Pipefitter (HVAC Pipe Only)	\$ 18.11	4.65
POWER EQUIPMENT OPERATOR:		
Asphalt Paver	\$ 13.50	0.25
Backhoe	\$ 12.48	0.00
Crane	\$ 18.75	3.07
Forklift	\$ 14.53	0.00
Slab & Wall Saw	\$ 15.54	3.83
ROOFER	\$ 11.38	0.00
Sheetmetal Worker (HVAC Duct Only)	\$ 15.68	1.73
TILE FINISHER	\$ 11.86	0.53
TILE SETTER	\$ 15.71	1.01
TRUCK DRIVER	\$ 10.75	1.47

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

8.0 SPECIFICATIONS FOR ROSENBERG ANNEX (4520 Reading Road):

- 8.1 Remove all existing roofing, roofing insulation, flashing, unused equipment curbs, and gutter system.

- 8.2 Provide and install new decking where needed and to replace the equipment curbs that are no longer needed. Material should match existing.
- 8.3 Provide and install Roof Hatch and ladder, location TBD.
- 8.4 Provide and install new 3" foam insulation attached per manufactures fastener schedule.
- 8.5 Provide and install new roofing system utilizing 60 mil TPO or equivalent.
- 8.6 Provide and install new gutter system.
- 8.6 Contractor is responsible for building permits, if applicable.
- 8.7 All debris clean and removal in the responsibility of the contractor.
- 8.8 Reinstall all electrical, plumbing, and mechanicals.

9.0 SPECIFICATIONS FOR SUGAR LAND ANNEX (12550 Emily Court):

- 9.1 Remove all existing roofing, roofing insulation, flashing, and equipment screen wall.
- 9.2 Provide and install new decking where needed and at all locations where the supports for the equipment screen wall penetrated the decking. Material should match existing.
- 9.3 Provide and install Roof Hatch and ladder, location TBD.
- 9.4 Provide and install new 3" foam insulation attached per manufactures fastener schedule.
- 9.5 Remove and replace any damaged equipment curbs.
- 9.5 Provide and install new roofing system utilizing 60 mil TPO or equivalent.
- 9.6 Contractor is responsible for building permits, if applicable.
- 9.7 All debris clean and removal in the responsibility of the contractor.
- 9.8 Reinstall all electrical, plumbing, and mechanicals.

10.0 BASIC QUALIFICATIONS:

Respondents shall provide the following information with their submittal. This information will be used in part to evaluate each firm during the selection process. The information is to be in the following format:

- 10.1 Qualifications: The respondents must provide firm qualifications demonstrating the capability, the credentials, the skill set and the capacity to perform and complete the prescribed scope of work. Resumes of key personnel should be provided with specific designations for the proposed project manager and project field superintendent assigned to the project as a whole or possible a particular sub-project. Indicate the number of employees within the firm. Indicate the firm's proposed work load excluding this project. Indicate the number of employees assigned to this

project. Indicate the firm's proven ability to perform effectively and timely at this level of service.

- 10.2 Level of Experience: Identify past building roofing projects, including size, scope, complexity and specific installations provided. Provide, at minimum, three (3) roofing examples with reference contact information. Indicate number of years in business. Indicate number of years providing successful roofing installations. Include photos, if possible.

11.0 PRICING:

ROSENBERG ANNEX (4520 Reading Road

Price to complete the specifications above:

\$ _____

SUGAR LAND ANNEX (12550 Emily Court):

Price to complete the specifications above:

\$ _____

12.0 EVALUATION FACTORS:

Contract award will be made to the responsible contractor, whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this RFP and in accordance with the requirements of the Texas Local Government Code.

- 25% Understanding of Scope of Work: Parties demonstrate their ability to meet the required qualifications listed in the above Article "Basic Qualifications." In addition, describe how the services requested in this instrument will be provided and how they will be supported. Describe the approach your firm will take to accomplish the required collaboration, scheduling and coordination required for this type of project. Indicate installation procedures with proposed typical installation time schedules based on potential selection types.
- 25% Firm Experience with building roofing projects of similar size and complexity: Such experience must be in the form of providing turnkey roofing installations. List only projects completed within the last 5 years. Provide the name and location of each installed roofing project, the client, the project cost, and a contact person and phone number. Provide warranty information. Provide technical assistance and education for no less than one year after installation is complete.
- 20% Schedule: Parties must demonstrate the ability to expedite the completion of these retrofit activities within a written timeline presented within the response to this RFP. Provide a detailed project schedule.
- 30% Price.

13.0 EVALUATION PROCESS:

- 13.1 After the proposals are received, the evaluation team shall evaluate each proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for over all proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with proposers, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.
- 13.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the proposer of deficiencies in the proposal and shall allow the proposer to satisfy the requirements, questions, or concerns by submitting a final offer. The proposer may decide not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 13.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 13.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 13.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 13.6 All proposals submitted are to be valid for a period of ninety (90) days.

14.0 AWARD:

- 14.1 Proposals will be opened on the date specified on the cover page and kept secret until a final negotiated contract is awarded by the County Commissioners Court. Only the names of the respondents will be read aloud during the opening. All proposals that have been submitted shall be open to public inspection after the contract award.
- 14.2 Proposals submitted will be evaluated by an evaluation team comprised of County representatives including the County Purchasing Agent.

15.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposals, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the contractor and Fort Bend County.

16.0 W9 FORM:

All vendors submitting are required to complete the attached W9 form and return with submission.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Highpoint Insurance Group LLC 1150 Clear Lake City Blvd Suite 201 Houston TX 77062	CONTACT NAME: Lucy Machado, ACSR PHONE (A/C, No, Ext): (281) 204-8770 FAX (A/C, No): (281) 204-8810 E-MAIL ADDRESS: lucy@hpigrp.com PRODUCER CUSTOMER ID #: 00003499
INSURED Remedy Contractors, Inc. Remedy Roofing, Inc. 21925 Franz Rd #402 Katy TX 77449	INSURER(S) AFFORDING COVERAGE INSURER A: First Mercury Ins INSURER B: American States Ins Co of Texas INSURER C: Texas Mutual Insurance Company 22945 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 11/12 GL updated

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		FMTX008773	4/4/2011	4/4/2012	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	X		04-CC-227643-1	10/3/2010	10/3/2011	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PIP-Basic \$ 2,500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB						Underinsured motorist \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ 3,000,000
	DEDUCTIBLE						AGGREGATE \$ 3,000,000
	RETENTION \$			CETX001738	4/4/2011	4/4/2012	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	SBP-0001184533	10/3/2010	10/3/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Fort Bend County is provided with a blanket Additional Insured with respects to the General Liability and Auto Liability policies if required by written contract. Fort Bend County is provided with a blanket Waiver of Subrogation with respects to the General Liability, Auto Liability and Workers Compensation policies if required by written contract. All subject to the terms and conditions of the policies.

CERTIFICATE HOLDER**CANCELLATION**

Fort Bend County
4520 Reading Rd., Ste A
Rosenberg, TX 77471

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brandon Smyrl/LUCY