

performance by Contractor to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.

SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing thirty (30) 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 \$50,000
(any one fire)
 - F. Medical Expense Limit \$5,000
(any one person)
- 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 \$1,000,000 per occurrence.
- 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. Umbrella Liability Insurance. Umbrella liability insurance naming Contractor as the named insured and County as additional insured, in an amount not less than \$5,000,000 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 within ten (10) 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 warranty as provided in Contractor's

response to RFP 11-030, 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:

Liteco Electric, Inc.
P.O. Box 1265
Bellville, Texas 77418

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

Fort Bend County Parks & Recreation
Michel Davis, 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 \$352,112.00, including all 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 \$352,112.00.

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 professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the best professional 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 Offices 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

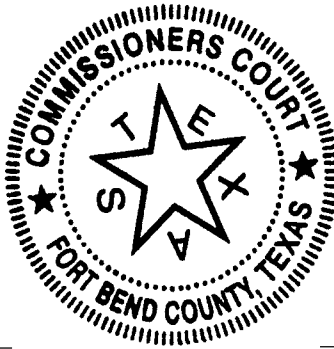
This Agreement shall not become effective until executed by County.

FORT BEND COUNTY:

By: *Robert E. Hebert*
Robert E. Hebert, County Judge

Date: July 26, 2011

ATTES: *Dianne Wilson*
Dianne Wilson, County Clerk



APPROVED:
By: *Michel Davis*
Michel Davis, Director
County Parks & Recreation Dept.

7/15/2011
Date

CONTRACTOR:

LITECO ELECTRIC, INC.

Lori Cruz
Signature

6-27-11
Date

Printed Name: Lori Cruz

Title: President

MER:Liteco Electric, Inc. Barker Park Baseball Field..PSA/3410

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$352,112.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

Attachments:

- Exhibit A: March 9, 2011 Proposal from Contractor
- Exhibit B: RFP 11-030

EXHIBIT A

LITECO ELECTRIC, INC.

OFFICE: 979/865-8113
FAX: 979/865-8174

P.O. BOX 1265
BELLVILLE, TEXAS 77418

Request for Proposal
For

Barker Park Baseball Field Lighting for Fort Bend County RFP 11-030

Submitted by:

Liteco Electric, Inc.
P.O. Box 1265
Bellville, Texas 77418
Tele: 979.865.8113
Fax: 979.865.8174
HUB Certificate # 1760329756900
Liteco@att.net
www.litecoelectric.com



Respectfully submitted by:
Liteco Electric, Inc.
Lori Cruz
President

LARRY WIETSTRUCK
MOBILE: (713) 724-1246

LORI CRUZ
MOBILE: (713) 992-7874

LITECO ELECTRIC, INC.

OFFICE: 979/865-8113
FAX: 979/865-8174

P.O. BOX 1265
BELLVILLE, TEXAS 77418

March 9, 2011

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

RE: Barker Park Baseball Field Lighting for Fort Bend County
RFP 11-030

To whom it may concern:

Liteco Electric, Inc. is pleased to quote the lighting and electrical installation for the above project as follows:

Electrical – We shall provide a concrete panel pad (drawing attached) with galvanized uprights and galvanized unistrut racking.

The rack shall be a 600 amp main panel (480v 3 phase), a lighting contactor enclosure, meter can, and the Remote Control Unit (RCU) if purchased. If a RCU is utilized, a step down transformer will be added to provide 120 volt power for the RCU.

Each 250' field shall be fed with 2 circuits, and the 300' and 350' field shall utilize 3 circuits. All circuitry will be copper wiring in PVC located underground.

We will power MDP from a Fort Bend County provided service, and have figured underground wiring from transformer pole to panel pad. We have included a 100 amp, 2 pole breaker with wire and conduit to power the concession stand.

Our price also includes the installation of the RCU if purchased.

Lighting and Poles – We are providing a **Qualite** lighting system that will meet the 50/30 footcandles maintained per IES standards. We are using 60' and 70' above grade poles and we are quoting both concrete and direct concrete encased galvanized steel poles.

LARRY WIEISTRUCK
MOBILE: (713) 724-1246

LORI CRUZ
MOBILE: (713) 992-7874

We have provided visors on each fixture to meet the Fort Bend County Glare Control Ordinance "Orders for Regulations of Outdoor Lighting in the Unincorporated Areas of Fort Bend County". This is in the LZ3 area.

We worked with Mr. Jason Vaughn of Fort Bend County on the glare requirements at Katy ISD High School #7.

We will meet or exceed the lighting requirements and have included computer light scans with our bid paperwork.

Also included in the proposal will be a quote for the parking lot lighting, this will consist of 2 – 35' square tapered steel poles, anchor based with 4 – 400 watt fixtures on each pole and underground electrical to panel. Price is stated below.

Our prices are as follows:

Galvanized Steel Poles with a Qualite Remote Ballasted Lighting System: **\$362,682.00**

Galvanized Steel Poles with a Qualite Central Ballasted Lighting System: **\$352,112.00**

Concrete Poles with a Qualite Remote Ballasted Lighting System: **\$363,043.00**

Concrete Poles with a Qualite Central Ballasted Lighting System: **\$359,984.00**

Alternate Proposal – Parking Lot Lighting: **\$18,969.00**

10 year standard warranty: **No charge**

10 year comprehensive warranty: **\$22,078.00**

25 year comprehensive warranty: **\$30,710.00**

Remote Control Unit (Skylogix): **\$7,040.00**

25 year RCU monitoring: **\$15,120.00**

We might point out that this is the same lighting system, with concrete poles; that was recently installed on Rosenberg's Seabourne Park.

The Skylogix system is in operation there and a contact person to discuss it use is Mr. Darren McCarthy, Parks Director or (832) 595-3960.

We look forward to discussing our proposal with County officials.

Thank you,

A handwritten signature in black ink that reads "Lori Cruz". The signature is written in a cursive, flowing style.

Lori Cruz

Vendor Information

Liteco Electric, Inc.
Legal Name of Contracting Company

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

(979) 865-8113 Telephone Number (979) 865-8174 Facsimile Number

P.O. Box 1265
Complete Mailing Address (for Correspondence)

Bellville, Texas 77418
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Lori Cruz, President
Authorized Representative and Title (printed)

liteco@att.net
Authorized Representative's Email Address

Lori Cruz
Signature of Authorized Representative

LITECO ELECTRIC, INC.

OFFICE: 979/865-8113
FAX: 979/865-8174

Barker Park Baseball Field Lighting for Fort Bend County

P.O. BOX 1265
BELLVILLE, TEXAS 77418

RFP 11-030

Liteco Electric, Inc. has been in the sports lighting industry for our 30 years. We have performed numerous sports lighting projects for municipalities and school districts all across Texas. Each of our employees are trained and licensed in all aspects of electrical work and the installation of sports lighting.

Our current projects on hand are as followed:

Project	Contract Amount	Percentage Complete	Date of Completion
Rice CISD	\$334,840.00	20%	06/01/2011
Waller ISD	\$24,500.00	10%	03/31/2011
Township of The Woodlands	\$149,826.00	10%	05/01/2011
Fort Sam Houston	\$267,795.00	10%	07/01/2011

Our firm will have five employees dedicated to this project to ensure that it is completed effectively and timely. Liteco Electric has many references to support our proven ability to perform each project on time.

The services that will be provided will be exactly as requested in the scope of work. The underground electrical to operate four baseball fields and concession stand with restrooms will be copper wiring installed in PVC conduit as per the NEC code and any electrical ordinances provided by the city. The service will be a 480 volt; 3 phase with a 600 amp panel rack mounted. The fixtures will be Qualite remote ballasted fixtures. We will provide print outs from Qualite to show the footcandle readings that will meet or exceed Little League standards.

A pre-construction meeting will be held with the appropriate personnel to coordinate all the scheduling for this particular project. Additional meetings will be held, if needed. The coordination for the deliveries of poles and fixtures will be between Liteco's superintendent and the Fort Bend County project manager.

LARRY WIETSTRUCK
MOBILE: (713) 724-1246

LORI CRUZ
MOBILE: (713) 992-7874

EXHIBIT B

Fort Bend County Specification Download Acknowledgment

*Request for Proposals
Barker Park Baseball Field Lighting for Fort Bend County
RFP 11-030*

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

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.

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

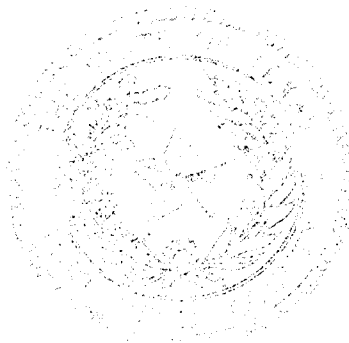
Facsimile Number

Email Address

Signature

Date

Fort Bend County, Texas
Request for Proposals



*Barker Park Baseball Field Lighting for Fort Bend County
RFP 11-030*

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department

4520 Reading Road, Suite A

*Rosenberg Annex
Rosenberg, TX 77471*

SUBMIT NO LATER THAN:

Thursday, March 10, 2011
1:30 PM (Central)

MARK ENVELOPE:

RFP 11-030
Lighting

****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 respondent in writing
after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this RFP. 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 to provide and install electrical and lighting for the Barker Park baseball field, which meet or exceed specifications contained herein.

2.0 PRE-RFP MEETING:

A pre-RFP conference will be conducted on **Thursday, March 3, 2011 at 9:30 AM (CST)** with site visit to follow. 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. All bidders are encouraged to attend.

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 Friday, March 4, 2011 at 5:00 p.m. (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 solicitation.
- 3.2.5 Provide detailed pricing.
- 3.2.6 Provide copy of insurance certificate.

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.

***Amended 03/03/11**

- 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 SCOPE OF WORK:**

Fort Bend County is seeking proposals from contractors to provide the electrical and lighting for the Barker Park baseball field complex. Contractor will be responsible for obtaining all permits.

- 6.1 Provide and install electrical to operate four (4) baseball fields, concession stand with restrooms, two (2) water wells and septic system.
- 6.2 Provide and install light poles and lights on four (4) fields (2 each 250 ft, 1 each 300 ft and 1 each 350 ft) with light levels of 50/30 ft candles average maintained on minimum 60 ft poles above finished grade. Vendor to provide pricing options on poles and lights that meet Little League International standards.
- 6.3 Provide and install all wiring from CenterPoint drop point to each pole, concession stand, and water wells.
- 6.4 Provide and install service on site to meet load requires per NEC code.
- 6.5 At conclusion of work, contractor shall provide accurate as-built diagram of all underground routing.
- 6.6 Provide alternate unit pricing to run electrical to parking lot and pricing to provide and install two (2) quad 400 watt 35 ft poles.

7.0 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:

- 7.1 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. 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.

- 7.2 Level of Experience: Identify past (10 years) electrical/lighting service, including size, scope, complexity and specific services provided.

8.0 PRICING:

Provide detailed unit pricing.

9.0 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.

- 50% 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.
- 30% Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing electrical and lighting services. List only projects completed within the last 5 years; provide the name and location of each project, the client, and a contact person and phone number and the completion date.
- 20% Price.

10.0 EVALUATION PROCESS:

- 10.1 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.
- 10.2 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.
- 10.3 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.

- 10.4 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.
- 10.5 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.
- 10.6 All proposals submitted are to be valid for a period of ninety (90) days.

11.0 AWARD:

- 11.1 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.
- 11.2 Proposals submitted will be evaluated by an evaluation team comprised of County representatives including the County Purchasing Agent.

12.0 PERFORMANCE AND PAYMENT BOND:

The successful contractor 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.

13.0 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.

14.0 W9 FORM:

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KP

DATE (MM/DD/YYYY)

06/27/11

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 Wellmann Insurance Agency, Inc 103 E Academy Street Brenham, TX 77833 David A Wellmann, CIC	979-836-3613 979-836-6990	CONTACT NAME: Kim Peters PHONE (A/C, No, Ext): 979-836-3613 E-MAIL ADDRESS: Kpeters@wellmanninsurance.com PRODUCER CUSTOMER ID #: LITEC-1	FAX (A/C, No): 979-836-6990
INSURED Liteco Electric, Inc. c/o Lori Cruz P O Box 1265 Bellville, TX 77418-1265	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Essex Insurance Company		INSURER B: Service Lloyds	
INSURER C: Evanston Ins Co		INSURER D: The Travelers Insurance Co.	
INSURER E:		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> blk AI & Waiver GEN'L AGGREGATE LIMIT APPLIES PER. POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CP420904339	04/13/11	04/13/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS		BA-6905X912	03/15/11	03/15/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> HIRED AUTOS		BA-6905X912	03/15/11	03/15/12	PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> NON-OWNED AUTOS		BA-6905X912	03/15/11	03/15/12	\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$		XOMS35511	04/13/11	04/13/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	SRZ19479-10	10/19/10	10/19/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine		660-7371X97A	03/24/11	03/24/12	Rented Eq 50,000

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

CERTIFICATE HOLDER**CANCELLATION**

FORTBCO

Fort Bend County
Purchasing Department
4520 Reading Road, Suite 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
David A Wellmann, CIC

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