

STATE OF TEXAS

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§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

AGREEMENT FOR PROFESSIONAL INSTALLATION SERVICES
AND EQUIPMENT PURCHASE
RFP # 13-013

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 herein by and through its County Commissioners Court, hereinafter referred to as "County," and The Trevino Group, hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor provide all necessary equipment and professional installation services for a water treatment-softener at the Fort Bend County Justice Center located in Richmond, Fort Bend County, Texas, hereinafter referred to as "the Project," and Contractor represents that it is qualified and desires to perform such services; and,

WHEREAS, the services provided by Contractor were subject to the RFP #13-013; and,

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 agrees to perform professional installation services and provide certain equipment for the Project and for having rendered such services, the County agrees to pay to the Contractor compensation as stated herein.

SECTION II
CHARACTER AND EXTENT OF SERVICES

- 2.01 Contractor shall provide the services detailed in Exhibit A - Contractor's response to RFP 13-013 dated November 29, 2012; Exhibit B - County's RFP 13-013, including Prevailing Wage Rates; Exhibit C - Contractor's addendum to RFP 13-013 dated February 26, 2013 (alternate 1 only); and Exhibit D - Construction Documents dated October 18, 2012, all exhibits attached hereto and 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 on or before June 30, 2013.

SECTION III
THE 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 \$122,996.00, as follows:

- A. \$97,500.00 for equipment and installation;
 - B. \$4,096.00 for Alternate 1 – awning;
 - C. \$6,400.00 for warranty for years 2-5 (\$1,600 per year);
 - D. \$15,000.00 for salt delivery (not-to-exceed \$3000.00 per year for 5 years).
- 3.02 Contractor shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County'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 the County of the services covered by such invoice.
- 3.03 Included in Contractor's compensation in Section 3.01 above is salt delivery in an amount not-to-exceed \$3000.00 per year. County may cancel any salt purchase or delivery by providing thirty (30) days written notice to Contractor, at such time Contractor shall cease all orders/deliveries of salt to County and County shall have no further obligation to Contractor for salt for the Project.
- 3.04 Contractor shall compensate all persons employed by Contractor on the Project as described in the Prevailing Wage Rate specified in Exhibit B, County's RFP 13-013, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.

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 (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 \$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. 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 the total contract sum.
- 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 include manufacturer’s minimum standard warranty and one (1) year labor warranty, 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:

The Trevino Group
Dale R. Trevino, President
1616 W. 22nd Street
Houston, Texas 77008

- 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
301 Jackson
Richmond, Texas 77469

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 \$122,996.00, 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 \$122,996.00

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 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, the provisions of this Agreement shall prevail.

SECTION XVI
EXECUTION

This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

By: 
Robert E. Hebert, County Judge

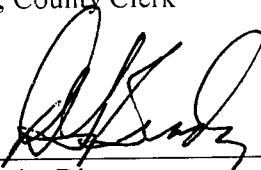
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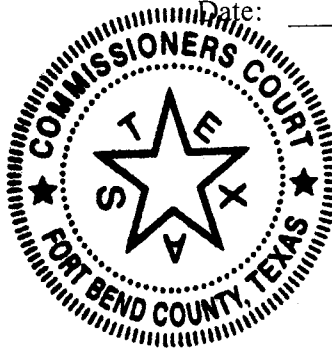
4-2-2013

ATTES


Dianne Wilson, County Clerk

APPROVED:

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

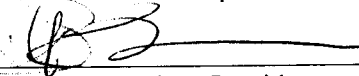


Date

4/2/13

CONTRACTOR:

The Trevino Group


Dale R. Trevino, Presidnet

Date

5-21-13

MER: The Trevino Group. Water Softener. Justice Center.

AUDITOR'S CERTIFICATE

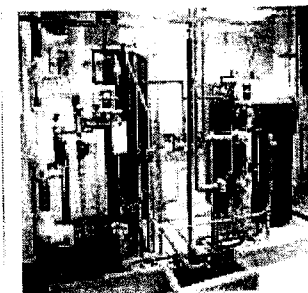
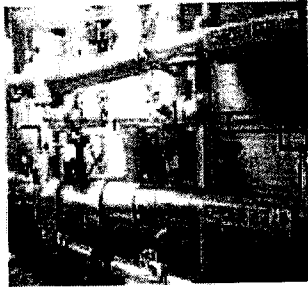
I hereby certify that funds are available in the amount of \$122,996.00 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

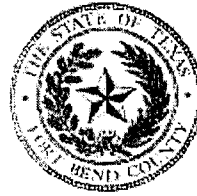
Attachments:

- Exhibit A: Contactor's Response to RFP 13-013 dated November 29, 2012
- Exhibit B: RFP 13-013, including Prevailing Wage Rates
- Exhibit C: Contractor's addendum to RFP 13-013 dated February 26, 2013
- Exhibit D: Construction Documents dated October 18, 2012

EXHIBIT A



Request for Proposals
Water Treatment-Softener for
Justice Center
RFP 13-013



November 29, 2012
1:30 p.m.

Submitted by:

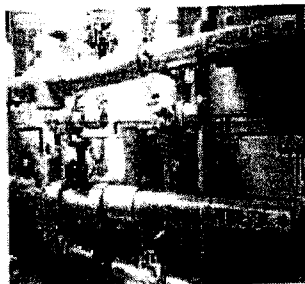
**THE
TREVINO
GROUP**

Dale R. Trevino, President
1616 W. 22nd Street
Houston, TX 77008
(713) 863-8333
(713) 863-8522 fax
(866) 655-8565 toll free
drtrevino@trevinogroup.com

Houston Office
1616 West 22nd Street
Houston, Texas 77008

Dallas Office
1636 N. Hampton Rd., Suite 230
Desoto, Texas 75115

San Antonio Office
6363 De Zavala Suite 101
San Antonio, Texas 78249



Request for Proposals Water Treatment-Softener for Justice Center RFP 13-013

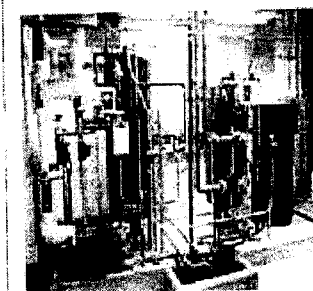
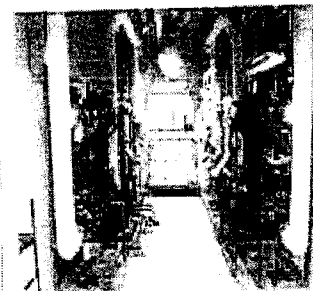
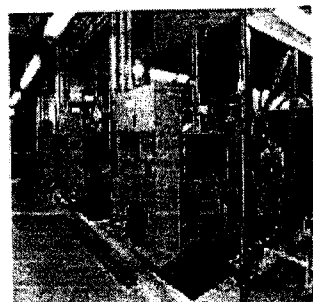
TABLE OF CONTENTS

TAB 1

- Fort Bend County RFP Documents
Pricing contained on page 8 (tabbed)

TAB 2

- Other Evaluation Factors
 - Firm Qualifications
 - Understanding the Scope of Work
 - Organization and Project Methodology



Houston Office
10010 West 24th Street
Houston, Texas 77008

Dallas Office
1636 N. Hampton Rd., Suite 230
Dallas, Texas 75115

San Antonio Office
6363 De Zavala Suite 101
San Antonio, Texas 78249

Vendor Information

The Trevino Group, Inc.

Legal Name of Contracting Company

Contractor's Number (Company or Corporation) or Social Security Number (Individual)

713/863-8333

Telephone Number

713/863-8522

Facsimile Number

1616 W. 22nd Street

Complete Mailing Address (for Correspondence)

Houston, TX 77008

City, State and Zip Code

Complete Remittance Address (if different from above)

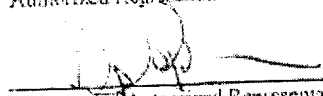
City, State and Zip Code

Dale R. Trevino, President

Authorized Representative and Title (printed)

drtrevino@trevinogroup.com

Authorized Representative's Email Address


Signature of Authorized Representative

1.0 INTENT:

It is the intent of this request for proposal (RFP) to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to provide and install water treatment-softener for the Justice Center, hereinafter referred to as the "Project," as specified herein.

2.0 PROPOSAL SUBMISSION:

2.1 Questions

Questions concerning this RFP must be submitted in writing to Ms Debbie Kaminski, CPPB, County Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, [kaminskdd@co.fortbend.tx.us](mailto:kaminskd@co.fortbend.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 Wednesday, November 21, 2012 at 3:00 p.m. (CST). Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

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

- 2.2.1 One (1) original, four (4) copies and one (1) electronic response on CD or flash drive. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification.
- 2.2.2 Insure that this RFP is included in your proposal and that all the information requested on the cover of this RFP is completed.
- 2.2.3 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.
- 2.2.4 Provide all required elements as stated.
- 2.2.5 Provide detailed pricing.
- 2.2.6 Provide completed W9, Tax Residence Certification and proof of insurance.

2.3 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.

2.4 Cost of Proposal Preparation:

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

2.5 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.

2.6 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.

2.7 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.

2.8 Contract Award:

Fort Bend County Commissioners Court will award the contract 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.

2.9 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.

3.0 INSURANCE:

- 3.1 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.

- 3.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
 - 3.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 3.2.2 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.
 - 3.2.3 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.
 - 3.2.4 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.

- 3.6 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.
- 3.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

4.0 INDEMNIFICATION:

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENCE, ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.

- 4.1 Respondent 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 Respondent in the defense of each matter.
- 4.2 Respondent'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 any 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.
- 4.3 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 Respondent, Respondent 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 Respondent are not at issue in the matter.
- 4.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 4.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 4.6 Respondent 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 request, 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 Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

- 4.7 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 Respondent and/or trade contractor providing such insurance.

5.0 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/ciba.aspx.

General Decision Number: TX120080 04/20/2012 TX80
Superseded General Decision Number: TX20100103

State: Texas
Construction Type: Heavy
County: Fort Bend County in Texas.

HEAVY CONSTRUCTION PROJECTS including Water and Sewer Lines (Does Not Include Flood Control)

Modification Number	Publication Date
0	01/06/2012
-	04/20/2012

* SFTXC669-001 04/01/2012

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$ 25.84	16.47
SUTX2005-020 06/14/2005		
CARPENTER	\$ 14.38	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 11.37	1.13

ELECTRICIAN	\$ 18.40	1.34
Formbuilder/Formsetter	\$ 13.35	1.17
IRONWORKER, REINFORCING	\$ 11.29	0.80
Laborers:		
Common	\$ 8.95	0.60
Landscape	\$ 7.35	0.60
Mason Tender Cement	\$ 9.96	0.60
Pipelayer	\$ 10.31	0.91
PIPEFITTER	\$ 17.00	0.94
POWER EQUIPMENT OPERATOR:		
Backhoe	\$ 12.98	0.80
Bulldozer	\$ 10.44	0.80
Crane	\$ 12.57	0.45
Excavator	\$ 16.74	0.90
Front End Loader	\$ 10.68	1.42
Grader	\$ 12.20	1.48
Tractor	\$ 12.38	1.51
TRUCK DRIVER	\$ 12.28	0.98

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 (200FR 5.5 (a) (1) (i)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining

agreement, which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates, however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates. LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

6.0 SPECIFICATIONS:

Response must be detailed and address each specification below:

- 6.1 Provide and install all equipment and piping per the plans labeled "Fort Bend County Justice Center Water Treatment - Softener" and dated 10/18/2012 with the following exceptions:
 - 6.1.1 Provide 2 brine tanks, one for each softener
 - 6.1.2 Extend the concrete pad as needed to provide adequate room for all equipment and so that it does not impede the flow of run-off water.
- 6.2 Contractor is to design/build a canopy over the equipment to protect the equipment from elements. If an enclosed building is recommended, include it as an alternate, along with justification and cost impact. Plans must be submitted to the Facilities department for approval prior to the start of any work
- 6.3 Contractor is responsible for all required permits and debris removal.
- 6.4 Provide a one (1) year warranty that includes all parts, labor, and resin.
- 6.5 Provide option for extended warranty for years 2 -5 that includes all labor, parts and resin
- 6.6 Provide option for a monthly service agreement for salt delivery
- 6.7 Provide the equipment and needed reagents for the county to test the water quality in-house.

- 6.8 Provide a complete water test after installation yielding softened water with hardness below 1 grain per gallon at 175 GPM and a maximum of 2 grains per gallon at max flow of 212 GPM.

7.0 PERFORMANCE AND PAYMENT BONDS:

In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

8.0 PRICING:

Cost for turnkey installation:	\$ 97,500.00
Cost for extended warranty, years 2 -5:	\$ 1,600.00 /per year
Cost per month for salt delivery service:	\$ 65.00
Cost per 80lbs bag of salt:	\$ 7.95

9.0 PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be conducted on Thursday, November 15, 2012 at 10:00AM (CST). The pre-proposal conference will be held at the Fort Bend County Justice Center mechanical yard located in the rear of 1422 Eugene Heimann Circle (facing Williams Way Blvd), Richmond Texas 77469. All bidders are encouraged to attend.

10.0 EVALUATION FACTORS FOR VENDOR:

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.

35% Pricing

- 30% Firm Qualifications: Parties demonstrate their ability to meet the required specifications listed above. Identify the person who will be assigned construction management responsibilities and the construction superintendent. Provide documentation of their qualifications including construction experience on projects similar in scope and type to the one described in this RFP.
- 15% Understanding the scope of work:
Parties demonstrate compliance with drawing, specifications and scope of work
- 10% Organization and Project Methodology: Describe how the construction management services will be provided and how they will be supported. Describe the approach that the Project Manager will take to the required collaboration, scheduling, and coordination required for this Project.
- 10% Request for Proposals Document: Well organized and well written proposals, responding coherently to this Request for Proposals will be given preference. Proposal must clearly identify contact person responsible for the submission, giving individual's name and employer, address, and telephone number.

11.0 EVALUATION PROCESS:

- 11.1 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 purpose of further clarification and evaluation of the proposals.
- 11.2 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 Port Bend County that the offer is firm and final.
- 11.3 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.

- 11.4 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.
- 11.5 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.
- 11.6 All proposals submitted are to be valid for a period of ninety (90) days.

12.0 AWARD:

Proposals will be opened on the date specified on the cover page and kept secret until the Fort Bend County Commissioners Court awards a final negotiated contract. 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.

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.

15.0 TAX FORM/DEBT/RESIDENCE CERTIFICATION:

All vendors submitted are required to complete the attached tax form/debt/residence certification and return with submission.



FIRM QUALIFICATIONS

The Trevino Group, Inc., is extremely appreciative of the opportunity to submit our response to the above-referenced Request for Proposals. The Trevino Group, Inc., is a 36-year old company known throughout the industry for its high quality construction services, and impeccable standards of business practice. We attract and retain the very **best and brightest** employees, and provide them with the training, work environment and experience necessary to facilitate maximum corporate and personal growth. We believe that our team will provide you with:

Outstanding Project Management and Services – Our established processes will provide seamless integration with your procedures. We currently provide similar services as a component of our Job Order Contracts at 10 different Texas public institutions. There is no learning curve with our team!

Our most recent water softener project was at the University of Texas M.D. Anderson Cancer Center. This institution requires the highest levels of safety, infection control and quality to ensure the integrity of their research and healthcare activities. Our work as the Job Order Contractor involves working seven days a week (when necessary) in all areas of their campus to provide construction and renovation to patient care areas, diagnostic areas and support areas. Examples of our similar projects are contained on the following pages.

Superior Qualifications and Experience – We have the most experienced, qualified and dedicated staff ready to begin work for you. Our project manager, superintendent and estimator have extensive experience in design/build, new construction and renovations. They are equipped and ready to work with you. Resumes of our proposed project management team are also contained on the following pages.

Bonding – The Trevino Group, Inc., has a \$25 million single job limit with an aggregate limit of \$50 million. We currently have \$13 million bonded projects underway.

Safety – our current EMR is .70. The Trevino Group, Inc., has achieved over 93,000 hours without a safety incident at any of our projects!

Quality – The Trevino Group, Inc., leads in its quality control program by maintaining a highly trained and motivated workforce, utilizing the most advanced technology and sustaining a hyper intensive corporate focus both on fulfilling contractual commitments and creating satisfied clients. The project manager has ultimate responsibility for quality control during construction. Additionally, the project superintendent will have onsite responsibility for the quality of the project. Each of these individuals will be uniquely aware of the project's requirements, and can verify that materials and equipment installed on site comply with approved submittals and with the design documents.



Scott A. Bland
Project Manager

Title
Project Manager

Years Experience

Over 12 years

Scott joined The Trevino Group in 2010 as Project Manager. He has over 12 years of construction experience both as an architect and construction project manager.

Education

Bachelor of Architecture
Louisiana Tech University

Scott has managed day-to-day operations of new construction and renovations ranging from \$50,000 to \$35 million. He has been a member of design/build and construction manager-at-risk teams and is very adept at cash flow analysis, constructability, and value engineering processes.

Training/Certification:

OSHA 30-Hour Safety
Certification

Scott has extensive experience in developing and updating cost estimates (using R.S. Means Cost Estimating) and schedules (using Microsoft Project).

AutoCAD Releases 12, 13, and
14

Scott's previous major projects include:

BIM Certification

Microsoft Productivity Software

R.S. Means Cost Estimating
Certification

- USACE Ft. Bliss Battalion Parking Lot Construction
- USACE Ft. Bliss Multi-purpose Machine Gun Range
- USACE Ft. Hood Live Fire Shoot House
- United Space Alliance 2nd Floor Administration Renovations
- VA Temple New Cardiac Catheterization Laboratory
- Presbyterian Hospital Dallas Emergency Room Renovation
- Presbyterian Hospital Dallas Gastro Intestinal Ward
- M.D. Anderson Cancer Center DaVinci Surgical Suite
- M.D. Anderson Cancer Center Kitchen Exhaust Upgrade
- The Methodist Hospital Sugar Land Expansion
- The Methodist Hospital Sugar Land MOB 3 and Garage
- NMCI Intranet Server Farm Construction



Title
Project Superintendent

R. Darren Bingham
Project Superintendent

Years Experience
- Over 20 years

Skills/Training

Microsoft Office applications

OSHA 30-hour certification

Project Safety Officers
Training Certification

First Aid Certification

Cardiopulmonary
Resuscitation Training

Construction Quality
Management for Contractors

U.S. Army Corps of
Engineers Certification

Mr. Bingham has over 20 years experience in the construction industry, and has an extensive knowledge of all phases of construction. As superintendent, Darren oversees the daily construction activities at the work site, including the scheduling of workers, delivery of equipment and materials, and progress of the project. He will work to complete the project within the given budget and timeframe. He will provide on-site quality control efforts and general oversight of labor and subcontractors.

For the past seven years, Darren has worked as a Superintendent, Quality Control Manager, and Safety Officer. He was responsible for day to day supervision, coordination and quality control of subcontractors and craft personnel. He performed daily inspections to ensure compliance with requirements, drawings, and materials used.

Darren's experience includes:

- USACE Ft. Bliss POV Battalion Parking Lot Construction
- USACE Ft. Bliss Multi-Purpose Machine Gun Range
- USACE Ft. Hood Live Fire Shoot House
- UT M.D. Anderson Cancer Center Job Order Contract
- UT Health Science Center – Houston Job Order Contract
- Clear Creek Independent School District
- NASA Johnson Space Center
- University of Houston

Building Visions
Since 1976

THE
TREVINO
GROUP

Page 3



ORGANIZATION AND PROJECT METHODOLOGY

The Trevino Group's project execution plan will be used to define safety, quality procedures, reporting procedures, administrative procedures, construction schedule, product purchasing and development plans, risk management planning, and project budget. The project execution plan enables us to deliver the expected results with mutually agreeable implementation and delivery of our project.

Our CPM schedule for the project will be developed by using delivery information and available project information gathered from our subcontractors and vendors along with the incorporation of critical Owner requested dates:

Our construction schedule will be submitted to the project team for review and final approval to assure mutual understanding. Weekly project meetings will also include a two-week look-ahead schedule to coordinate upcoming work with all subcontractors, and to schedule utility notifications with the Owner. In the event a schedule recovery is needed, our team will work with our subcontractors to schedule 24 hour work shifts to expedite completion of the project.

Quality control inspections will be done at various intervals. When equipment and materials arrive on site, the subcontractor's foreman and the project superintendent can confirm they are the correct and ready for installation, in accordance with the design plans and specifications. Hereafter, daily inspections of work performed will be done by the project superintendent. If there are any inconsistencies with installed items, or if the quality of work is not in compliance, the superintendent will immediately inform the subcontractor and the deficient condition will be corrected before the end of the work day. The results of daily inspections will be recorded on the Contractor's Quality Control Report or Daily Work Log, both of which are maintained by the project superintendent on site.

The Construction Management function recordkeeping documents will be planned by first looking at the Owner's requirements in the specifications. Secondly, they will be confirmed at the preconstruction meeting. All subcontractors will be presented with a checklist of documents required to be submitted, and at what intervals they should be submitted (i.e., certified payroll should be submitted with pay applications; insurance certificates must be received prior to payment being made, etc.). The Trevino Group's Master Subcontract Terms and Conditions, a document signed by all subcontractors prior to beginning work, clearly states that everyone involved in the project must provide documentation in accordance with the Owner's stated timeframes. We, in turn, will provide an overview of all timelines in the preconstruction meeting and subsequent construction progress meetings. This allows for smooth progression of the work, as well as a seamless transition from construction to close-out.

TTG's utilization of the GEAC Starbuilder Project Management software allows monitoring of estimates, subcontracts, scope changes, project documentation, billings, payments, and close-outs. Our customized reporting feature allows us to build reports to reflect what the Owner wants to see during project meetings.



Our use of the most updated technologies (smartphones, laptops, etc.) allows for expedited processing of all project communications. Field issues can be transmitted for expedited resolution, meeting notes can be documented in progress for transmission immediately after the meeting, and daily punch list items can be relayed to the subcontractors for same-day correction.

TTG's close-out process begins in advance of substantial completion. Our staff will document close-out requirements and initiate close-out activities up to six weeks prior to completion. We compile binders in-house so that information is put in the O&M binders as soon as it is received. Our goal is for close-out documentation to be presented upon punch list completion.

Through the warranty period, we will respond to any warranty issues quickly and will ensure the deficiencies are corrected. Prior to the expiration of the warranty period, we will schedule a warranty walkthrough with you to ensure that the project has no any issues requiring correction.

We hope that we have provided you the information you need to be certain that The Trevino Group, Inc., has the skills, experience and expertise necessary to successfully complete this project. We look forward to the opportunity to work with you.

Exhibit B
Fort Bend County Specification Download Acknowledgment



***Request for Proposals
Water Treatment-Softener for Justice Center
RFP 13-013***

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

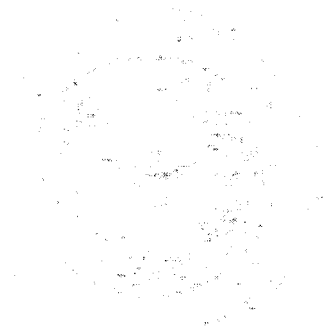
Facsimile Number

Email Address

Signature

Date

Fort Bend County, Texas
Request for Proposals



*Water Treatment-Softener for Justice Center
for Fort Bend County*

RFP 13-013

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department

301 Jackson, Suite 201

Travis Annex

Richmond, TX 77469

SUBMIT NO LATER THAN:

Thursday, November 29, 2012
1:30 PM (Central)

MARK ENVELOPE:

R13-013

Water Softener

****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.
RFPS RECEIVED WILL THEN BE OPENED AND OFFERORS NAMES
PUBLICLY 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 RFP. Requests for
information must be in writing and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent

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 INTENT:

It is the intent of this request for proposal (RFP) to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to provide and install water treatment-softener for the Justice Center, hereinafter referred to as the "Project," as specified herein.

2.0 PROPOSAL SUBMISSION:

2.1 Questions:

Questions concerning this RFP must be submitted in writing to Ms Debbie Kaminski, CPPB, County Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, [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 **Wednesday, November 21, 2012 at 3:00 p.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

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

- 2.2.1 **One (1) original, four (4) copies and one (1) electronic response on CD or flash drive. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification.**
- 2.2.2 Insure that this RFP is included in your proposal and that all the information requested on the cover of this RFP is completed.
- 2.2.3 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.
- 2.2.4 Provide all required elements as stated.
- 2.2.5 Provide detailed pricing.
- 2.2.6 Provide completed W9, Tax Residence Certification and proof of insurance.

2.3 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.

2.4 Cost of Proposal Preparation:

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

2.5 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.

2.6 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.

2.7 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.

2.8 Contract Award:

Fort Bend County Commissioners Court will award the contract 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.

2.9 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.

3.0 INSURANCE:

- 3.1 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.
- 3.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
 - 3.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 3.2.2 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.
 - 3.2.3 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.
 - 3.2.4 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.
- 3.3 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.
- 3.4 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.

- 3.5 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.
- 3.6 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.
- 3.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

4.0 INDEMNIFICATION:

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.

- 4.1 Respondent 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 Respondent in the defense of each matter.
- 4.2 Respondent'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 any 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.
- 4.3 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 Respondent, Respondent 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 Respondent are not at issue in the matter.
- 4.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

- 4.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 4.6 Respondent 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 request, 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 Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 4.7 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 Respondent and/or trade contractor providing such insurance.

5.0 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: TX120080 04/20/2012 TX80
Superseded General Decision Number: TX20100103

State: Texas
Construction Type: Heavy
County: Fort Bend County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines (Does Not Include Flood Control)

Modification Number	Publication Date
0	01/06/2012
1	04/20/2012

* SFTX0669-001 04/01/2012

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$ 25.84	16.47

SUTX2005-020 06/14/2005

CARPENTER	\$ 14.38	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 11.37	1.13
ELECTRICIAN	\$ 18.40	1.34
Formbuilder/Formsetter	\$ 13.35	1.17
IRONWORKER, REINFORCING	\$ 11.29	0.00
Laborers:		
Common	\$ 8.95	0.00
Landscape	\$ 7.35	0.00
Mason Tender Cement	\$ 9.96	0.00
Pipelayer	\$ 10.31	0.91
PIPEFITTER	\$ 17.00	0.04
POWER EQUIPMENT OPERATOR:		
Backhoe	\$ 12.08	0.00
Bulldozer	\$ 10.44	0.00
Crane	\$ 12.67	0.45
Excavator	\$ 16.74	0.00
Front End Loader	\$ 10.68	1.42
Grader	\$ 12.20	1.48
Tractor	\$ 12.38	1.51
TRUCK DRIVER	\$ 12.28	0.98

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

6.0 SPECIFICATIONS:

Response must be detailed and address each specification below:

- 6.1 Provide and install all equipment and piping per the plans labeled "Fort Bend County Justice Center Water Treatment - Softener" and dated 10/18/2012 with the following exceptions:
 - 6.1.1 Provide 2 brine tanks, one for each softener
 - 6.1.2 Extend the concrete pad as needed to provide adequate room for all equipment and so that it does not impede the flow of run-off water.
- 6.2 Contractor is to design/build a canopy over the equipment to protect the equipment from elements. If an enclosed building is recommended, include it as an alternate, along with justification and cost impact. Plans must be submitted to the Facilities department for approval prior to the start of any work.
- 6.3 Contractor is responsible for all required permits and debris removal.

- 6.4 Provide a one (1) year warranty that includes all parts, labor, and resin.
- 6.5 Provide option for extended warranty for years 2 -5 that includes all labor, parts and resin.
- 6.6 Provide option for a monthly service agreement for salt delivery
- 6.7 Provide the equipment and needed reagents for the county to test the water quality in-house.
- 6.8 Provide a complete water test after installation yielding softened water with hardness below 1 grain per gallon at 175 GPM and a maximum of 2 grains per gallon at max flow of 212 GPM.

7.0 PERFORMANCE AND PAYMENT BONDS:

In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

8.0 PRICING:

Cost for turnkey installation: \$ _____

Cost for extended warranty, years 2 -5: \$ _____/per year

Cost per month for salt delivery service: \$ _____

Cost per 80lbs bag of salt: \$ _____

9.0 PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be conducted on **Thursday, November 15, 2012 at 10:00AM (CST)**. The pre-proposal conference will be held at the Fort Bend County Justice Center mechanical yard located in the rear of 1422 Eugene Heimann Circle (facing Williams Way Blvd), Richmond Texas 77469. All bidders are encouraged to attend.

10.0 EVALUATION FACTORS FOR VENDOR:

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.

35% Pricing

30% Firm Qualifications: Parties demonstrate their ability to meet the required specifications listed above. Identify the person who will be assigned construction management responsibilities and the construction superintendent. Provide documentation of their qualifications including construction experience on projects similar in scope and type to the one described in this RFP.

15% Understanding the scope of work:
Parties demonstrate compliance with drawing, specifications and scope of work.

10% Organization and Project Methodology: Describe how the construction management services will be provided and how they will be supported. Describe the approach that the Project Manager will take to the required collaboration, scheduling, and coordination required for this Project.

10% Request for Proposals Document: Well organized and well written proposals, responding coherently to this Request for Proposals will be given preference. Proposal must clearly identify contact person responsible for the submission, giving individual's name and employer, address, and telephone number.

11.0 EVALUATION PROCESS:

11.1 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.

- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 All proposals submitted are to be valid for a period of ninety (90) days.

12.0 AWARD:

Proposals will be opened on the date specified on the cover page and kept secret until the Fort Bend County Commissioners Court awards a final negotiated contract. 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.

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.

15.0 TAX FORM/DEBT/RESIDENCE CERTIFICATION:

All vendors submitted are required to complete the attached tax form/debt/residence certification and return with submission.

Exhibit
C



Addendum 1

DATE: 02.26.13

JOB NAME: Water Treatment-Softener for Justice Center
RFP 13-013

PRICE QUOTE OF: The Trevino Group, Inc.
1616 W. 22nd Street
Houston, TX 77008

TO: Fort Bend County

Having carefully examined the Uniform General Conditions, Supplementary General Conditions and Special Conditions, the Project Requirements, the Specifications and Drawings and any Addenda thereto as prepared by the Fort Bend County, as well as, the premises and all conditions affecting the work, the undersigned promises to furnish all labor, equipment, materials, supervision and all other services required to complete the entire work in complete accordance with the Contract Documents and according to the contracted Pricing Schedule for the following price:

I. Alternate I – Awning

Four Thousand Ninety Six Thousand Dollars and No/100 Dollars \$ 4,096.00

I. Alternate II – Fence Panels

Four Thousand Ninety Six Thousand Dollars and No/100 Dollars \$ 11,297.00

Alternate I Scope of work:

- Provide all labor, material and equipment to install (1) 22'W x 8'D x 12'H Metal Awning
- Sheeting- Galvalume finish steel "PBU" panels with Baked Enamel EVERGLADE finish
- Frame- 8" x 2" galvanized finish steel "Cee" beams
- Posts- 3" x 3" hot dipped galvanized finish cemented in ground
- Trim- choice of available standard colors
- Gutters and down spouts are included
- Awning will have a 120 wind rating and built to the code specifications
- All work is to be accomplished in strict accordance with the Schedule that The Trevino Group provides

Alt II Scope of work:

- Provide all labor, material and equipment to install Screen Panels
- All panels will match the existing panels on site
- All work is to be accomplished in strict accordance with the Schedule that The Trevino Group provides

Construction & Project Management
1616 West 22nd Street, Houston, Texas 77008 • 713-863-8333 • fax 713-863-8522
www.trevinogroup.com



Exclusions:

Flood Insurance- building is in flood zone AE; which is not underwritten for basement or 1st floor work, exterior work is not required to have flood insurance


Respectfully Submitted,


Justin Kelly, 832.584.7331

Construction & Project Management

1616 West 22nd Street, Houston, Texas 77008 • 713-863-8333 • fax 713-863-8522
www.trevinogroup.com

Exhibit D

COMMISSIONER RICHARD MORRISON PRECINCT 1		COMMISSIONER ANDY MEYERS PRECINCT 3
COMMISSIONER GRADY PRESTAGE PRECINCT 2		COMMISSIONER JAMES PATTERSON PRECINCT 4
ROBERT E. HEBERT COUNTY JUDGE		
FORT BEND COUNTY JUSTICE CENTER WATER TREATMENT - SOFTENER		
VICE PRESIDENT, FORT BEND COUNTY RICHMOND, TEXAS		
CONSTRUCTION DOCUMENTS		
OCTOBER 18, 2018		
LAW JOB # 170-10718-000		



713-863-8522

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 01 OF 02 PAGES

TO (OWNER/GENERAL CONTRACTOR)
The Trevino Group, Inc.
1616 W. 22nd Street
Houston, Texas 77008

PROJECT:
University of Houston
MD Anderson Library
Restroom Renovations

FROM (CONTRACTOR):
Knezek Construction Services
12407 Hwy 290 E, Ste 5003
Manor, Texas 78653

VIA (ARCHITECT)

ARCHITECTS
PROJECT NO:

CONTRACT FOR: Toilet Partitions, Toilet Accessories

CONTRACT DATE:

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Number	Date Approved		
1			\$ (4,380.00)
2			\$ (7,666.00)
3		8777	
TOTALS		\$ 8,777.00	\$ (12,406.00)
Net change by Change Orders		\$	\$ (3,629.00)

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due

- Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.
1. ORIGINAL CONTRACT SUM \$ 59,261.00
 2. Net change by Change Orders \$ (3,629.00)
 3. CONTRACT SUM TO DATE \$ 55,632.00
 4. TOTAL COMPLETED AND STORED TO DATE \$ 55,632.00
(Column G on G703)
 5. RETAINAGE \$ 2,781.60
a. 5 % of Completed Work
(Column D + E on G703)
b. 10 % of Stored Material
(Column F on G703)
Total Retainage (Line 5A + 5b or Total in Column I of G703) \$ 2,781.60
 6. TOTAL EARNED LESS RETAINAGE \$ 52,850.40
(Line 4 less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) \$ 33,104.65
 8. CURRENT PAYMENT DUE \$ 19,745.75
 9. BALANCE TO FINISH, PLUS RETAINAGE \$ 2,781.60
(Line 3 less Line 6)

By: _____ Date: _____
State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)
Architect: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G703

PAGE 02 OF 02 PAGES

APPLICATION NUMBER: 3

APPLICATION DATE: 2/20/2013

PERIOD TO: 2/25/2012 To 3/25/2013

ARCHITECTS PROJECT NO.:

[illegible]



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Performance and Payment Bond

Bond No. 1014602

KNOW ALL MEN BY THESE PRESENTS, that The Trevino Group, Inc.

(hereinafter called the Principal), as Principal, and THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, and/or MASSACHUSETTS BAY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire having their principal offices in Worcester, Massachusetts (hereinafter called the Surety) as Surety, are held and firmly bound unto Fort Bend County, Texas acting by and through its

County Commissioners Court

(hereinafter called the Owner), and to all persons who furnish labor or material directly to the Principal for use in the prosecution of the work hereinafter named, in the just and full sum of One Hundred Twenty-Two Thousand Nine Hundred Sixty-Six & 00/100 (\$122,966.00)

Dollars

to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, _____, to / for Water Treatment - Softener for Justice Center, RFP 13-013

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall fully indemnify the Owner from and against any failure on its part to faithfully perform the obligations pursuant to the terms of said contract and if the said Principal shall pay for all labor or material supplied directly to the Principal for use in the prosecution of the aforesaid work, each of those labor and/or material suppliers shall have a direct right of action on this instrument, then, this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within one year after the Principal ceases work under said contract.

SIGNED, SEALED AND DATED this 21st day of March, 2013

The Trevino Group, Inc.

(Principal)

BY Dale Trevino (Seal)

☐ MASSACHUSETTS BAY INSURANCE COMPANY

BY _____ (Seal)

(Attorney-in-fact)

☒ THE HANOVER INSURANCE COMPANY

BY Steven E. White

(Attorney-in-fact)

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWERS OF ATTORNEY
CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Lawrence L. Rhodes, Bradley D. Johnson, Steven E. White and/or Sandra Clock

of **Houston, TX** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Thirty Five Million and No/100 (\$35,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **5th** day of **December 2011**.



**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**


Robert Thomas, Vice President


Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **5th** day of **December 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018



Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018


I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this _____ day of _____, 2013.

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**


Glenn Margosian, Vice President



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

COMPLAINT NOTICE - TEXAS

**FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL:
1-800-252-3439**

**PARA INFORMACION, O
PARA HACER UNA QUEJA, HABLE:
1-800-252-3439**

COMPLAINT NOTICE - TEXAS

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the policy, bond or certificate. If the problem is not resolved, you may also write the State Board of Insurance, P.O. Box 149091, Austin, Texas 78714-9091. FAX# (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this policy, bond or certificate.

**The Hanover Insurance Company
440 Lincoln Street
Worcester MA 01653**

MAIL BOND CLAIMS:

**P.O. BOX 15141
WORCESTER MA 01615-0141**



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Performance and Payment Bond

Bond No. 1014602

KNOW ALL MEN BY THESE PRESENTS, that The Trevino Group, Inc.

(hereinafter called the Principal), as Principal, and THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, and/or MASSACHUSETTS BAY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire having their principal offices in Worcester, Massachusetts (hereinafter called the Surety) as Surety, are held and firmly bound unto Fort Bend County, Texas acting by and through its

County Commissioners Court

(hereinafter called the Owner), and to all persons who furnish labor or material directly to the Principal for use in the prosecution of the work hereinafter named, in the just and full sum of One Hundred Twenty-Two Thousand Nine Hundred Sixty-Six & 00/100 (\$122,966.00)

Dollars

to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, _____, to / for Water Treatment - Softener for Justice Center, RFP 13-013

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall fully indemnify the Owner from and against any failure on its part to faithfully perform the obligations pursuant to the terms of said contract and if the said Principal shall pay for all labor or material supplied directly to the Principal for use in the prosecution of the aforesaid work, each of those labor and/or material suppliers shall have a direct right of action on this instrument, then, this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within one year after the Principal ceases work under said contract.

SIGNED, SEALED AND DATED this 2/27 day of March, 2013

The Trevino Group, Inc.

(Principal)

BY Dale Trevino (Seal)

☐ MASSACHUSETTS BAY INSURANCE COMPANY

BY _____ (Seal)

(Attorney-in-fact)

☒ THE HANOVER INSURANCE COMPANY

BY Steven E. White (Seal)

(Attorney-in-fact)

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWERS OF ATTORNEY
CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Lawrence L. Rhodes, Bradley D. Johnson, Steven E. White and/or Sandra Clock

of **Houston, TX** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Thirty Five Million and No/100 (\$35,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 5th day of **December 2011**.



**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 5th day of **December 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this _____ day of _____, 2013.

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

Glenn Margosian, Vice President



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**The Hanover Insurance Company
440 Lincoln Street
Worcester MA 01653**

MAIL BOND CLAIMS:

**P.O. BOX 15141
WORCESTER MA 01615-0141**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2013

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 Houston HUB International Rigg 10777 Westheimer, #300 Houston TX 77042	CONTACT NAME: PHONE (A/C, No, Ext): 713-978-6668 FAX (A/C, No): 713-978-6799 E-MAIL ADDRESS: houston.service@hubinternational.com														
INSURED The Trevino Group, Inc. 1616 West 22nd Street Houston TX 77008	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : AMERISURE INS CO</td><td>19488</td></tr><tr><td>INSURER B : COMMERCE & INDUSTRY INS CO</td><td>19410</td></tr><tr><td>INSURER C : STEADFAST INS CO</td><td>26387</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : AMERISURE INS CO	19488	INSURER B : COMMERCE & INDUSTRY INS CO	19410	INSURER C : STEADFAST INS CO	26387	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 2044279679

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	CPP2070700202	6/30/2012	6/30/2013	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	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		\$
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	\$																				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA20707000201	6/30/2012	6/30/2013	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Comp & Coll Ded</td><td>\$1,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Comp & Coll Ded	\$1,000				
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B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	BE013253641	6/30/2012	6/30/2013	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$25,000,000</td></tr><tr><td>AGGREGATE</td><td>\$25,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$25,000,000	AGGREGATE	\$25,000,000		\$								
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	\$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC207069902	6/30/2012	6/30/2013	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATU-TORY LIMITS</td><td><input type="checkbox"/> OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
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C	Professional Liability Pollution Liability	N	Y Y	EOC948795001	6/30/2012	6/30/2013	<table border="1"><tr><td>Occurrence</td><td>3,000,000</td></tr><tr><td>Aggregate</td><td>3,000,000</td></tr><tr><td>Deductible</td><td>25,000</td></tr></table>	Occurrence	3,000,000	Aggregate	3,000,000	Deductible	25,000								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability, Automobile Liability, Umbrella and Workers' Compensation policies include a blanket automatic additional insured endorsement or policy terms that provide additional insured status and a blanket automatic waiver of subrogation endorsement that provides a waiver of subrogation to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions. The additional insured endorsement does not apply to the Workers' Compensation. The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording subject to policy terms and conditions.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Fort Bend County Purchasing Department
301 Jackson
Richmond TX 77459

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

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Houston HUB International Rigg		NAMED INSURED The Trevino Group, Inc. 1616 West 22nd Street Houston TX 77008	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Water Treatment-Softner for Justice Center

The General Liability policy includes a blanket notice of cancellation to certificate holder's endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company.

NEW LEGISLATION REGARDING CERTIFICATES OF INSURANCE EFFECTIVE JANUARY 1, 2012



We have issued an industry-standard ACORD certificate of insurance for our customer. A law passed by the Texas Legislature effective January 1, 2012 (Senate Bill 425) prohibits us from adding special wording to the certificate that would:

- (1) alter, amend or extend coverage or terms and conditions provided by the insurance policies;
- (2) provide false or misleading information concerning the insurance policies; or
- (3) refer to a legal or insurance requirement contained in a contract

Any certificate form must be approved by the Texas Department of Insurance before it can be used after January 1, 2012. For more information on the approval process, contact the Commercial P&C Division, Texas Department of Insurance, PO Box 149104, Austin, TX 78714 or email CommercialPC@tdi.state.tx.us.