

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND    §

**AGREEMENT FOR INSTALLATION OF BOILERS  
RFP 14-045**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and AMS of Houston, LLC, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, County desires that Contractor provide services related to the provision and installation of boilers in the West Tower of the Fort Bend County Jail (hereinafter "Services") pursuant to RFP 14-045; and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

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

1.2 In accordance with Chapter 2258 of the Texas Government Code, all persons employed by Contractor shall be compensated at not less than the rates shown in the attached Exhibit B. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times.

**Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred and seventy-eight thousand two hundred and thirty-seven dollars and no/100 (\$178,237.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred and seventy-eight thousand two hundred and thirty-seven dollars and no/100 (\$178,237.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred and seventy-eight thousand two hundred and thirty-seven dollars and no/100 (\$178,237.00).

### **Section 5. Time of Performance**

5.1 The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than ninety (90) days thereafter.

Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

5.2 If the Services are not substantially completed within the time for performance or within such additional time as may be extended by County, County will deduct from the final payment as liquidated damages and not as a penalty the sum of two hundred and fifty (\$250.00) per calendar day that the Services are not substantially complete. Such sum is agreed upon as a reasonable and proper measure of the damages County will sustain.

#### **Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

#### **Section 7. Termination**

##### **7.1 Termination for Convenience**

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

##### **7.2 Termination for Default**

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of

the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

#### **Section 11. Performance and Payment Bond**

Contractor shall post with County, not later than ten (10) days of the execution of this Agreement, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory to County. The bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas.

#### **Section 12. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 13. Confidential and Proprietary Information**

13.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement

shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

13.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

13.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

13.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

13.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to

the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

#### **Section 14. Independent Contractor**

14.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

14.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

#### **Section 15. Notices**

15.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

15.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Facilities Management and Planning 301 Jackson Street, Suite 301 Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Contractor:	AMS of Houston, LLC P.O. Box 95000-2320 Philadelphia, Pennsylvania 19195-2320

15.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 15.1 and 15.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

15.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

15.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 16. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 17. Performance Warranty**

17.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

17.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

#### **Section 18. Assignment and Delegation**

18.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

18.2 Neither party may delegate any performance under this Agreement.

18.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.



#### **Section 19. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

#### **Section 20. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

#### **Section 21. Third Party Beneficiaries**

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

#### **Section 22. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

#### **Section 23. Publicity**

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

#### **Section 24. Captions**

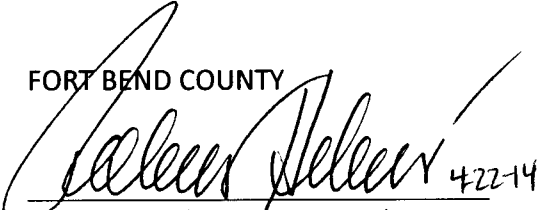
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

#### **Section 25. Conflict**


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

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 22 day of April, 2014.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

AMS OF HOUSTON, LLC

  
Authorized Agent- Signature

David A Douglas  
Authorized Agent- Printed Name

Vice President & GM

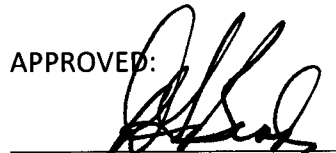
Title

4/10/14  
Date

ATTEST:

  
Dianne Wilson, County Clerk


APPROVED:

  
Donald G. Brady



#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$178,237<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Edward Sturdivant, County Auditor

# EXHIBIT A



American Mechanical Services LLC

13627 Stafford Road Stafford, Stafford Texas 77477 Tel (281) 403-1701 Fax (281) 403-1201

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Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.9202

TACLA020690E

Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.6584 MPL-13418

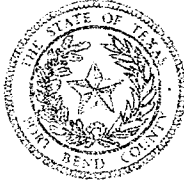
## **FORT BEND COUNTY**

### **PROPOSAL FOR**

### **PROVIDE AND INSTALL BOILERS WEST TOWER OF JAIL RFP: 14-045**

**POINT OF CONTACT  
STEVE COLLINGS**

***Fort Bend County Specification Download Acknowledgment***



***Request for Proposals  
Provide and Install Boilers in West Tower of Jail  
for Fort Bend County  
RFP 14-045***

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

**Responder's Responsibilities:**

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

American Mechanical Services of Houston, LLC

Legal Name of Responding Company

Steve Collings

Contact Person

13627 Stafford Road, Stafford, TX 77477

Complete Mailing Address

(281) 403-1701

Telephone Number

(281) 403-1201

Facsimile Number

scollings@amsofusa.com

Email Address

3/19/20

Signature

Date



## Letter of Transmittal

March 19, 2014

Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

Re: Provide and Install Boilers in West Tower Jail

Dear Madam:

AMS of Houston is pleased to submit our proposal to you to provide and install boilers in the West Tower of the jail. AMS has a strong desire to be involved in this project with Fort Bend County. The work to be done is suited perfectly for our company as a whole, and the employees individually. This project provides the perfect opportunity for AMS to serve Fort Bend County and the whole community.

Please do not hesitate to contact me if you have any questions. We look forward to meeting with you and other project representatives to discuss in detail our proposal.

Sincerely,

Steve Collings  
Account Manager  
AMS of Houston

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## **EXECUTIVE SUMMARY**

The scope of this project is to perform the turnkey replacement of the domestic water boilers for the Fort Bend County Jail. The main aspects are below:

- Remove and dispose of current installed boilers
- Design boiler system to meet hot water load of West Tower
- Install new boiler to provide domestic hot water for West Tower
- Responsible for all aspect of project involved in getting new boilers installed and running
- Coordinate with county personnel

Our commitment to the above scope is to complete the project in a timely manner. With the main focus of making sure that county jail staff and inmate can complete their daily activities with minimal disruption.

In performing this project, the points of contact are:

Steve Collings  
Account Manager  
13627 Stafford Rd.  
Stafford, TX 77477  
scollings@amsofusa.com  
281-403-1701

Damon Johnson  
Project Manager  
13627 Stafford Rd.  
Stafford, TX 77477  
djohnson@amsofusa.com  
281-403-1701

Robert Chapman  
Plumbing Manager/Master Plumber  
13627 Stafford Rd.  
Stafford, TX 77477  
rchapman@amsofusa.com  
281-403-1701





American Mechanical Services LLC

13627 Stafford Road Stafford, Stafford Texas 77477 Tel (281) 403-1701 Fax (281) 403-1201

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## **PRICING**

- 28.7 Contractor shall provide a minimum of a 10-year warranty covering the boiler tanks, 5 year warranty for all parts, and 1 year workmanship warranty.
- 28.8 Contractor to clean the site and remove debris daily.
- 28.9 Contractor is responsible for all required permits.
- 28.10 After hours and weekend work may be required for a portion of the project. Contractor to schedule all work with Facilities Department prior to commencement.
- 28.11 Contractor shall schedule the installation to minimize or eliminate the period of time the facility will be without hot water. Any scheduled outages MUST be submitted as part of your proposal and subject to written approval.

**29.0 AWARD:**

The County will select the respondent whose proposal is the highest evaluated and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

**30.0 NAME BRANDS:**

Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Respondents may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered

**31.0 COST:**

Total lump sum price necessary to complete Project, as described herein:

\$ 178,237.00

~~ONE HUNDRED SEVENTY EIGHT THOUSAND TWO HUNDRED~~ THIRTY SEVEN Dollars  
(Amount written in words (this governs))

For Administrative purposes, the above stated price is separated into the following components:

Materials: \$ 123,296.00

Labor: \$ 54,941.00

**32.0 PROJECT DURATION:**

Bidder agrees, if awarded the contract, to complete all work required by the contract documents within 90 calendar days after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Facilities Department *(INCLUDES EQUIPMENT LEAD TIME)*

**33.0 LIQUIDATED DAMAGES:**

If the Project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County will deduct (from the final payment, as liquidated damages), the sum of two hundred and fifty (\$250.00) per calendar day that the Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure of damages which Fort Bend County will sustain per day by failure of Contractor to substantially complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

**34.0 REQUIRED FORMS:**

All vendors submitting are required to complete the attached and return with submission:

- 34.1 Vendor Form
- 34.2 W9 Form
- 34.3 Tax Form/Debt/Residence Certification



American Mechanical Services LLC

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13418

## **UNDERSTANDING SCOPE OF WORK**

## **SCOPE**

AMS understands the scope to be the following:

- Provide a turnkey project to remove and replace three boilers
- Design and size boiler system to make sure it provide adequate hot water
- New boilers to be PVI Conquest
- Add 500 gallon holding tank
- Before work start, get approval of drawings and schedule
- Install new boilers to provide domestic hot water to West Tower of County Jail
- Install boiler per local/state codes
- Leave provision to add a heat exchanger in the future.
- Complete project with none to minimal downtime of hot water system
- Coordinate all activities with county personnel

Our commitment to the above scope is to complete the project in a timely manner. With the main focus of making sure that staff and inmates can conduct their daily activities with minimal interruption.

How we will accomplish this scope is to provide the following (see diagram on next page):

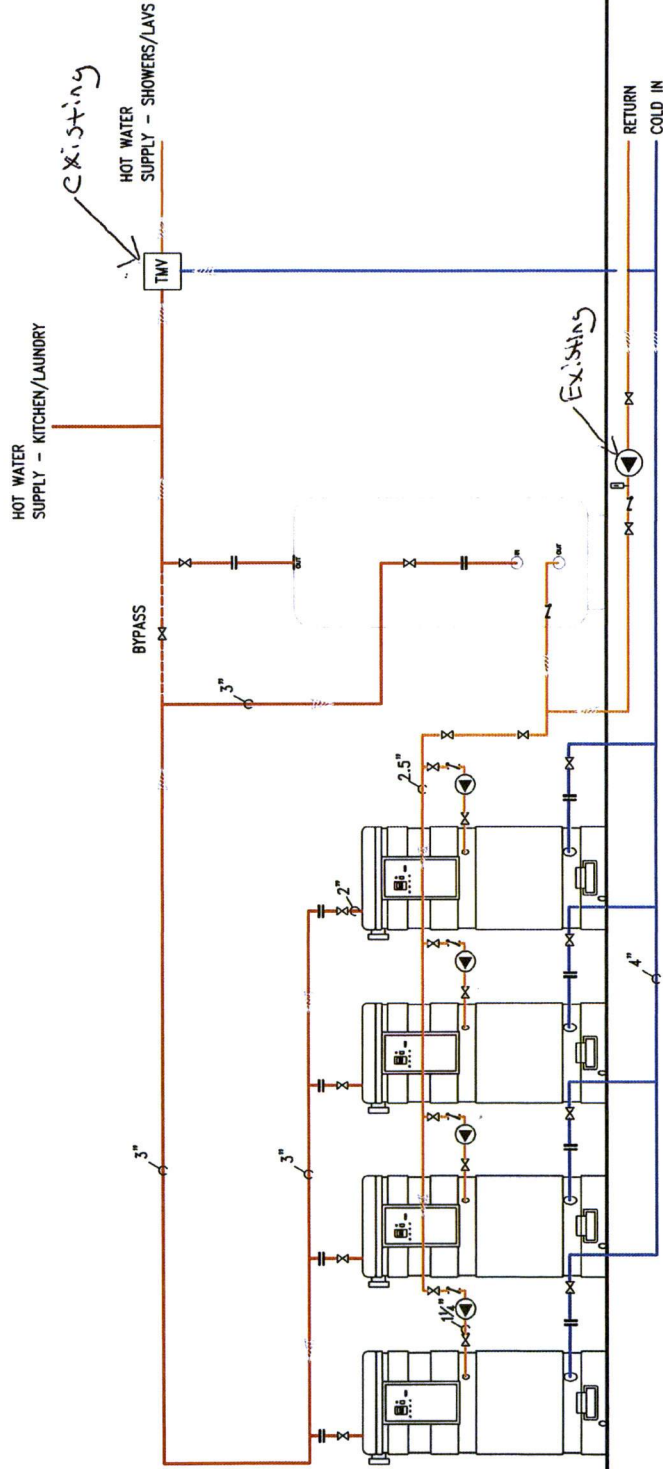
- Demolish and remove old boilers
- Provide four 800,000 BTU input PVI Conquest boilers with 500 gallon holding tank
- Install PVC flue for each boiler using existing roof penetrations
- All needed electrical and plumbing to connect the new boilers
- Make all gas connections
- Insulation of new and disturbed piping
- Startup of equipment
- Clean up job site
- Coordination with county staff

# GOES HEATING SYSTEMS

465 West 38th Street  
Houston, TX 77018  
GoesHeatingSystems.com  
Tel: 713.699.5344  
Fax: 713.699.0915

DO NOT USE FOR CONSTRUCTION.  
CONCEPTUAL DRAWING ONLY.

NOTES:	
1	
2	
LEGEND:	
→	DIRECTION OF FLOW
⌌	TRIPLE DUTY VALVE
⌌	CHECK VALVE
⌌	WATER VALVE
⌌	PUMP
⌌	3-WAY VALVE
⌌	THERMOMETER
⌌	TEMPERATURE SENSOR
⌌	WELL
⌌	SERVICE VALVE
⌌	PRESSURE RELIEF VALVE
⌌	UNION CONNECTION
↑	AIR VENT
⌌	INLINE BOILER CIRCULATION PUMP
⌌	HOSE BIB
JOB NAME:	
SUBMITTED TO:	
DATE DRAWN:	
REVISED:	
PAGE - TITLE:	
(4) CONQUEST - STORAGE TANK	
DRAWN BY:	
MAX KNECHT	





American Mechanical Services LLC

13627 Stafford Road Stafford, Stafford Texas 77477 Tel (281) 403-1701 Fax (281) 403-1201

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13418

## **COMPANY EXPERIENCE**

## COMPANY EXPERIENCE

Below is a list of projects that we have completed in last 3 years similar to boiler replacement for the county jail.

Client: **Lamar Tower**  
Description: Hot water tank replacement-Penthouse Mechanical Room  
Location: 2929 Buffalo Speedway, Houston, Texas  
Contract Amount: \$45,065.20  
Completion Date: 5/16/2011  
Contact Person: Tammy Follmer, 713-622-3103

Client: **Houston Independent School District**  
Description: Install domestic hot water boilers and storage tanks  
Location: Sam Houston High School, Houston, Texas  
Contract Amount: \$119,438.30  
Completion Date: 2/10/2012  
Contact Person: Alfred Hoskins, 713-220-5092

Client: **Houston Independent School District**  
Description: Heating Boiler Install (two boiler)  
Location: Lanier Middle School, Houston, Texas  
Contract Amount: \$35,883.30  
Completion Date: 3/17/2014  
Contact Person: Alfred Hoskins, 713-220-5092





American Mechanical Services LLC

13627 Stafford Road Stafford, Stafford Texas 77477 Tel (281) 403-1701 Fax (281) 403-1201

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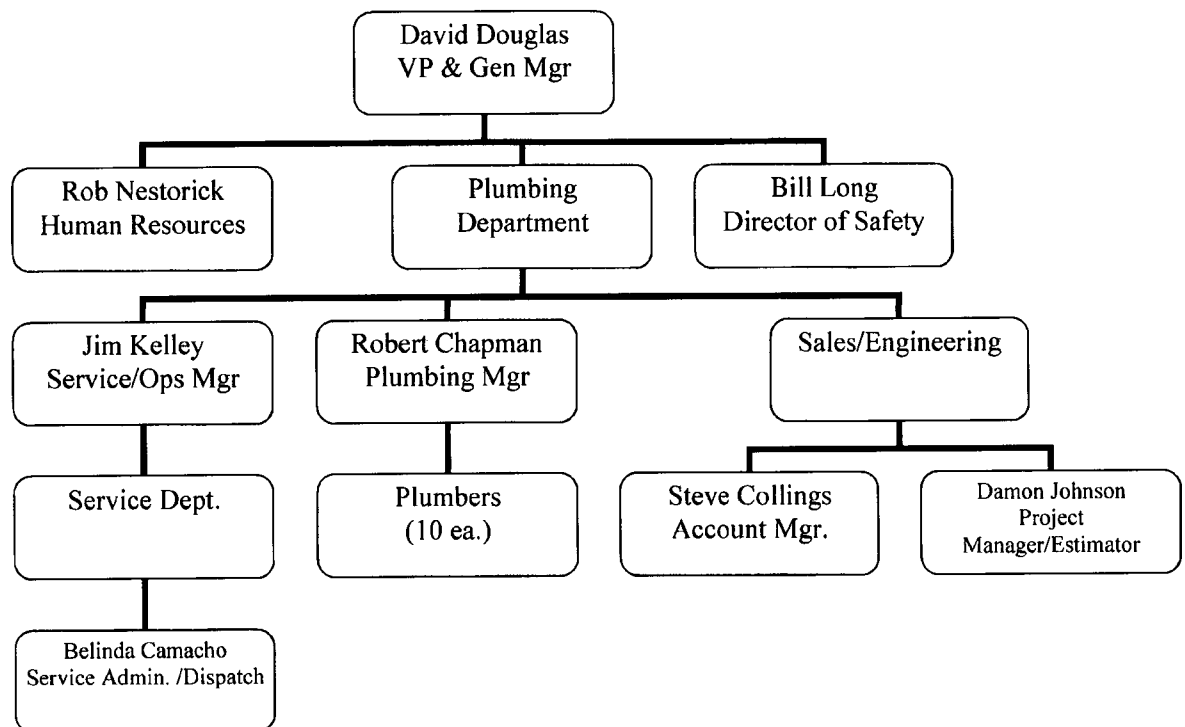
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## **STAFF EXPERIENCE**

## STAFF EXPERIENCE

### A) Organization



### B) Resumes (complete resumes available upon request)

**Steve Collings** started with AMS of Houston in April 2010 as an account manager. Prior to working at AMS, he held various positions in the mechanical equipment area at Carrier Corporation. Before his work at Carrier, Steve was co-owner of a large commercial (150 employees) contracting business for 20 years in the Houston area. Steve has worked on numerous projects with some of the area's largest organizations. This includes the following:

City of Houston, City of Pearland, Fort Bend County, Exxon, DuPont, and numerous other commercial/municipal clients.

**Robert Chapman** has been working in the plumbing profession since 1986. He first received his journeyman plumbing license in 1991 in Chicago, Illinois. In Illinois, Robert has worked on projects as a plumber ranging from residential construction to large commercial/municipal renovations. He relocated to Houston five years ago to become a plumber with AMS. After one year of outstanding service, he was promoted to Plumbing Manager and also the responsible master plumber for the organization. He has overseen many plumbing projects in his 5 years with AMS. Including work for H. I. S. D., Ft. Bend I. S. D., The Methodist Hospital, City of Houston, City of Pearland, GSA, and Galena Park I.S.D.

**Damon Johnson** started with AMS of Houston in February of 2011 as a Project Manager and Estimator. Prior to working with AMS, he worked for a general contractor as the Project Manager and Safety Coordinator of a \$4 million general construction project at Johnson Space Center. His experience started as a Test Engineer with General Motors and progressed to being a Project Engineer for Siemens and General Electric in the power generation industry. Damon holds a BS in Mechanical Engineering and also a MS in Engineering Management.

**John Rangel** has 18 years in the mechanical industry working primarily on the equipment installation side of our business. John is currently one of American Mechanical Services Project Managers who is in charge of equipment installation projects, welding, and piping fabrication shop employees. He has overseen many retrofit jobs in his 15 years with AMS including work for H. I. S. D., Ft. Bend I. S. D., The Methodist Hospital, and The City of Houston.

- 1) Account Manager
  - a. Steve Collings
  - b. Email: [scollings@amsofusa.com](mailto:scollings@amsofusa.com)
  - c. Phone: 281-403-1701

- 2) Plumbing Manager
  - a. Robert Chapman
  - b. Email: rchapmanworn@amsofusa.com
  - c. Phone: 281-403-1701
- 3) Project Manager
  - a. Damon Johnson
  - b. Email: djohnson@amsofusa.com
  - c. Phone: 281-403-1701
- 4) Piping Manager
  - a. John Rangel
  - b. Email: jrangel@amsofusa.com
  - c. Phone: 281-403-1701
  - d. Schedules the pipefitters. Make sure that all jobs are adequately staffed. Has extensive knowledge of the pipefitting trade.
- 5) Plumbers

In the list below, you will find the names along with years of experience of the plumbers that could be assigned to this project. This project will mainly consist of plumber due to this being a domestic hot water boiler replacement.

American Mechanical Service is a union shop. Therefore, all of our plumbers and mechanics have completed or are enrolled in the union's five year apprentice program. What that means for Fort Bend County is that whomever from AMS that may be assigned to your project, they will have the knowledge and training to complete the project at a high level. Apprentices will never do work alone without supervision from a journeyman in that trade.

SHOP	1ST NAME	LAST NAME	YEARS EXPERIENCE
SR. PLUMBER	ROY	CHAPMAN	20 YEARS
SR. PLUMBER	CODY	MACHOS	15 YEARS
PLUMBER	JEFF	RYAN	25 YEARS
PLUMBER	MANUEL	MONTALVO	10 YEARS
PLUMBER	NOI	SILVA	8 YEARS
APPRENTICE	ERIC	CHAPMAN	3 YEARS
APPRENTICE	JARVIS	BROUSSARD	4 YEARS



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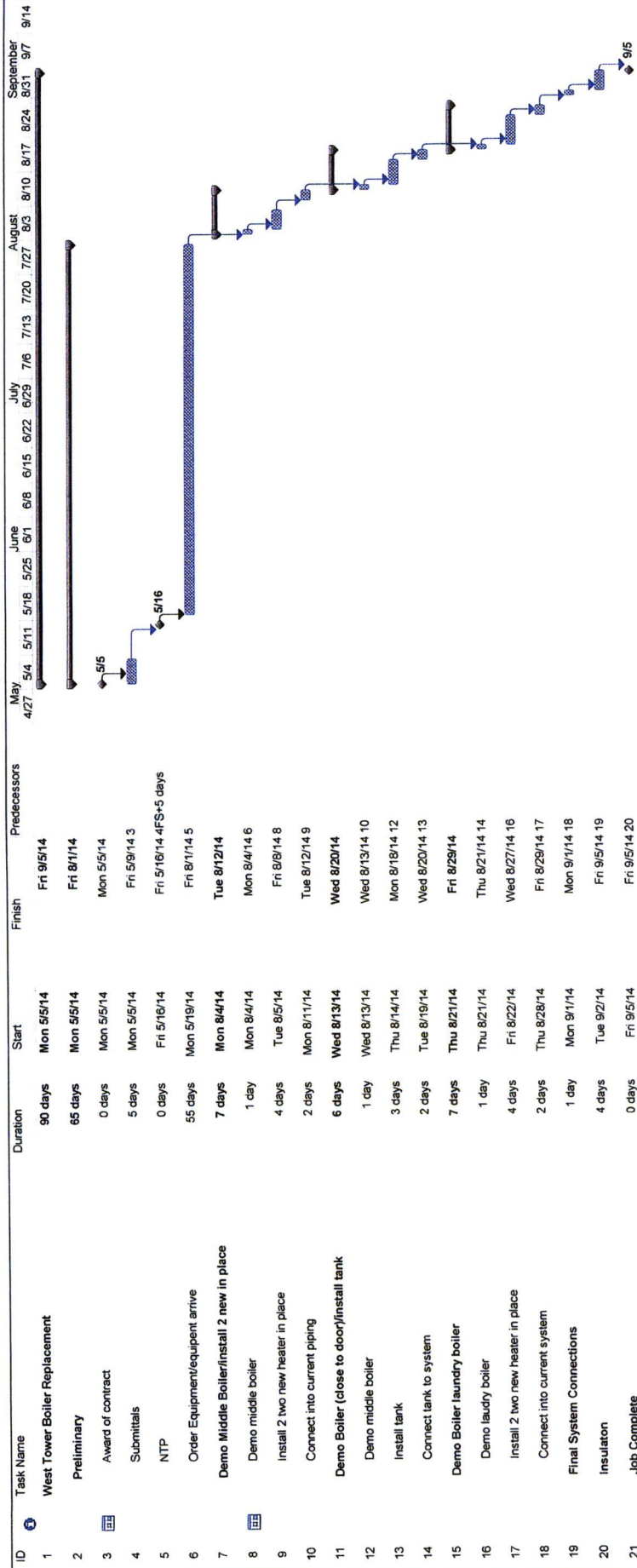
## **PROJECT SCHEDULE**

## **SCHEDULE**

Please review the schedule on the next page. Highlight of the schedule are the following:

1. Middle boiler in mechanical room (valved off at walk through), will be removed first.
2. Two out of four of the new boilers will be placed on now empty pad.
3. These boilers will be connected into piping at location of old boiler temporarily to provide hot water.
4. Once new boiler operational, boiler closest to door will be removed and replaced with the tank.
5. The two new boilers will be tied to tank and then the tank tied to building with a connection ready to be tied into laundry/kitchen supply.
6. Off hour shutdown to tie tank to laundry/kitchen supply.
7. Remove laundry/kitchen boiler.
8. Install last of the new boilers and finish system.

# West Tower Boiler Replace



Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Progress

Deadline

\*\*\* All tie in shutdowns will be coordinated with the county\*\*\*



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## **FORMS**





**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8642 or 341-8645

**Vendor Information**

Federal ID # or S.S #	Dun and Bradstreet # 13-9321046	
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	American Mechanical Services of Houston, LLC Year Business was Established 1984	
Remittance Address	AMS of Houston, LLC P.O. Box 95000-2320	
City/State/Zip	Philadelphia, PA 19195-2320	
Physical Address	13627 Stafford Road	
City/State/Zip	Stafford, TX 77477	
County	<input checked="" type="checkbox"/> Fort Bend County Other:	
Phone/Fax Number	Phone: 281-403-1701 Fax: 281-403-1201	
Contact Person	Steve Collings	
E-mail	scollings@amsufusa.com	
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).	238220	

**PLEASE NOTE:** W-9 needs to be attached in order to be entered into our system

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>American Mechanical Services of Houston, LLC</b>	
Business name, if different from above <b>dba AMS of Houston, LLC</b>	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <b>P.....</b> <input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>13627 Stafford Road</b>	Requester's name and address (optional) <b>Fort Bend County</b>
City, state, and ZIP code <b>Stafford, TX 77477</b>	<b>4520 Reading Road, Suite A</b>
List account number(s) here (optional)	<b>Rosenberg, TX 77471</b>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
E

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

*[Signature]*

Date ▶ **3/19/14**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out Item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Job No.: \_\_\_\_\_

**TAX FORM/DEBT/RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I. \_\_\_\_\_

Company Name submitting Bid/Proposal: American Mechanical Services of Houston, LLC

Mailing Address: 13627 Stafford Road, Stafford, TX 77477

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

\_\_\_\_\_

\_\_\_\_\_

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.\*

9960-01-099-0005-910

Property address or location\*\*

13627 Stafford Road, Stafford, TX 77477

\* *This is the property account identification number assigned by the Fort Bend County Appraisal District.*

\*\* *For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No

If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that American Mechanical Services of Houston, LLC is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

☐ I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.

[City and State]

# EXHIBIT B

**PREVAILING WAGES:**

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](http://www.wdol.gov/dba.aspx).

General Decision Number: TX140089 01/31/2014 TX89

Superseded General Decision Number: TX20130089

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

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

Modification Number	Publication Date
0	01/03/2014
1	01/31/2014

ASBE0022-002 06/01/2012

	Rates	Fringes
<b>ASBESTOS WORKER/INSULATOR</b> (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems)	\$ 20.41	9.55
BOIL0074-002 01/01/2013		
<b>BOILERMAKER</b>	\$ 22.71	20.63
CARP0551-003 04/01/2013		
<b>Carpenter (Acoustical Ceiling Work Only)</b>	\$ 21.23	7.87
ELEC0716-004 08/29/2011		
<b>ELECTRICIAN</b> (Including Pulling Wire, and Low Voltage Wiring And Installation of Fire Alarms, Security Systems, Telephones, and Computers)	\$ 27.65	7.70



ELEV0031-001 01/01/2013

ELEVATOR MECHANIC	\$37.545	25.185
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FOOTNOTES: A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

PLAS0681-002 04/01/2005

PLASTERER		
Galveston County	\$ 20.15	3.20

PLUM0068-005 10/01/2012

Plumbers (Excluding HVAC Pipe)	\$ 30.29	9.50
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* PLUM0211-007 10/01/2013		
Pipefitters (Excluding HVAC Pipe)	\$ 29.39	10.31

SFTX0669-001 07/01/2013

SPRINKLER FITTER (Fire Sprinklers)	\$ 26.36	16.62
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SHEE0054-005 07/01/2011

Sheet Metal Worker (Includes HVAC System Installation and Excludes HVAC Duct)	\$ 25.37	7.99
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SUTX2005-014 04/28/2005

Asbestos Abatement Worker (Ceilings, Floors, & Walls)	\$ 14.00	0.00
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BRICKLAYER	\$ 18.00	0.00
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Carpenter (excluding Acoustical Ceiling Work)	\$ 15.94	0.00
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CEMENT MASON/CONCRETE FINISHER	\$ 12.75	0.00
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DRYWALL FINISHER/TAPER	\$ 12.21	0.92
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Drywall Hanger (Including Metal Stud Install)	\$ 12.49	1.38
Formbuilder/Formsetter	\$ 11.03	0.00
GLAZIER	\$ 14.01	2.72
INSULATOR -BATT AND FOAM	\$ 11.00	0.00
IRONWORKER, REINFORCING	\$ 12.01	0.00
IRONWORKER, STRUCTURAL	\$ 16.15	0.00
Laborers:		
Common	\$ 9.60	0.00
Mason Tender (Brick)	\$ 10.27	0.00
Mason Tender (Cement)	\$ 9.88	0.00
Pipelayer	\$ 12.34	0.00
Plaster Tender	\$ 12.90	2.51
LATHER	\$ 16.90	3.61
Painter - Brush, Roller & Spray	\$ 11.14	0.00
Pipefitter (HVAC Pipe Only)	\$ 18.11	4.65
POWER EQUIPMENT OPERATOR:		
Asphalt Paver	\$ 13.50	0.25
Backhoe	\$ 12.48	0.00
Crane	\$ 18.75	3.07
Forklift	\$ 14.53	0.00
Slab & Wall Saw	\$ 15.54	3.83
ROOFER	\$ 11.38	0.00
Sheetmetal Worker (HVAC Duct Only)	\$ 15.68	1.73
TILE FINISHER	\$ 11.86	0.53
TILE SETTER	\$ 15.71	1.01
TRUCK DRIVER	\$ 10.75	1.47

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

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

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 rates.

0000/9999: weighted union wage rates will be published annually each January.

#### 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 majority 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.



AMERI17

OP ID: VL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2014

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**  
M&T Insurance Agency, Inc.  
41 University Drive, Ste. 405  
Newtown, PA 18940  
Donald W. Armbricht

**CONTACT NAME:****PHONE**  
(A/C, No, Ext): 215-504-1215**FAX**  
(A/C, No): 215-504-1235**E-MAIL ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A : Old Republic Insurance Co.****24147****INSURER B : North River Company****21105****INSURER C : Liberty Mutual Ins. Co.****23043****INSURER D :****INSURER E :****INSURER F :**

**INSURED**  
American Mechanical Services  
of Houston LLC  
Branch #9314  
13627 Stafford Road  
Stafford, TX 77477

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X X	MWZY301675	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contract Liab					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> No XCU Exclusions					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	<b>AUTOMOBILE LIABILITY</b>	X X	MWTB301549	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
B	<input type="checkbox"/> UMBRELLA LIAB	X X	582-101561-7	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 20,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 20,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$ FOLLOWS FRM
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	MWC30137900	03/01/2014	03/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Float	X	YU2Z91-442702-014	03/01/2014	03/01/2015	All Risk 500,000
C	Leasd/Rented Equip		YU2Z91-442702-014	03/01/2014	03/01/2015	Leasd/Ren 100,000

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

RE: RFP 14-045, Installation of Boilers, West Tower, Fort Bend County Jail. Fort Bend County, and the members of the Commissioners Court are included as Additional Insured on all coverages herein except Workers' Compensation, and coverage is primary & non-contributory, when required by written contract. Waiver of Subrogation applies in favor of the Additional Insureds (see p.2)

**CERTIFICATE HOLDER****CANCELLATION**

FORTB-2

Fort Bend County  
401 Jackson St.  
Richmond, TX 77469

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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**NOTEPAD:**

HOLDER CODE FORTB-2  
INSURED'S NAME American Mechanical Services

AMERI17  
OP ID: VL

PAGE 2  
Date 04/11/2014

(where allowed by law), when required by written contract. No X,C,U, exclusions.

Endorsements attached:  
CG2010-0413, G2037-0413, CG2404-0509, CG2001-0413,  
CA2048-1013, CA0444-1013, PCA048-1013, WC000313.

Thirty (30) days written notice of cancellation/change in coverage applies.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
All persons or organizations when required by written contract or agreement	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

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

POLICY NUMBER: MWZY301675

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b> When required by written contract
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: MWZY301675

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: MWTB301549

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** D.A.C. Acquisition Company, L.L.C. et al  
American Mechanical Services, et al

**Endorsement Effective Date:** 3/1/14

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

As required by contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: MWTB301549

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies Insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** D.A.C. Acquisition Company, L.L.C. et al  
American Mechanical Services, et al

**Endorsement Effective Date:** 3/1/14

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Per Contract Specifications

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**POLICY NUMBER: MWTB301549**  
**ENDORSEMENT NUMBERS: CA2048 1013, CA0444 1013.**

**NAMED INSUREDS 3/1/2014-2015**

**D.A.C. Acquisition Company, L.L.C.**

**AMS America, Inc.**

**AMS National, Inc.**

**American Mechanical Services of Maryland, Inc.**

**AMS Mechanical Services, L.L.C. d/b/a  
AMS Mechanical Services of Indianapolis, L.L.C.**

**Air Conditioning Associates, Inc., d/b/a/  
ACA/Denver Boiler Company Inc.;  
Denver Boiler Company, Inc.; and  
Denver Boiler Company Ltd.**

**Anderson Air Conditioning, L.P.**

**American Mechanical Services of Colorado Springs, L.L.C.**

**American Mechanical Services of Denver, L.L.C.**

**American Mechanical Services of Houston, L.L.C.**

**American Mechanical Services of Maryland, L.L.C.**

**American Mechanical Services of Texas, L.L.C.**

**Southcoast Heating & Air Conditioning, L.P.**

**Tri-Pacific Heating & Air Conditioning, L.P.**

POLICY NUMBER: MWTB301549

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND  
NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

**Designated Person(s) or Organization(s):**

As required by contract or agreement

**WHO IS AN INSURED (SECTION II)** is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).

POLICY NUMBER: MWC301379 00

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**REQUESTED PER CONTRACT SPECIFICATIONS TO THE EXTENT  
ALLOWABLE BY LAW**

DATE OF ISSUE: 3/1/14