

FM 120599

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL
EMERGENCY POWER SYSTEM EXPANSION - FORT BEND COUNTY JAIL

THIS AGREEMENT is made and entered by and between Fort Bend County, Texas, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and C.F. McDONALD ELECTRIC, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide an expansion to the emergency power system at the Fort Bend County Jail, including but not limited to providing certain generator unit(s), installation, and certain site-preparation work hereinafter referred to as the "Project," pursuant to RFP 12-046; and

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

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

SECTION I
CHARACTER AND EXTENT OF SERVICES

- 1.01 Contractor shall provided professional services as detailed in Attachment "A," proposal from Contractor dated April 19, 2012, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Contractor shall provide the equipment and services provided under this Agreement and RFP 12-046, including the specifications and drawings, the within 120 days from the effective date of this Agreement.
- 1.03 Contractor shall compensate all persons employed by Contractor on the Project as described in Attachment "B" – Prevailing Wage Rate, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.

SECTION II
CONTRACTOR'S COMPENSATION

- 2.01 For and in consideration of the professional services rendered by Contractor for the services provided under Attachment A, and subject to the limit of appropriation under Section XIII, County shall pay to Contractor an amount not-to-exceed \$360,469.00, including all equipment and expenses.
- 2.02 Contractor shall submit invoices to County as detailed in Section 2.03 below and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval, provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Contractor to the point indicated

MAY - 4 2012

by such invoice or of receipt or acceptance by the County of the services covered by such invoice.

- 2.03 Contractor shall submit to County two (2) copies of invoices detailing the amounts due for services performed, set forth separately for work under this Agreement, and accompanied by a progress report describing the tasks performed in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.

SECTION III TIME OF PERFORMANCE

- 3.01 This Agreement shall become effective upon execution of County and shall terminate on or before September 30, 2012.
- 3.02 Any services provided by Contractor or any costs incurred by Contractor before issuance of this Agreement shall be ineligible for payment or reimbursement.

SECTION IV TERMINATION

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

SECTION V OWNERSHIP AND REUSE OF DOCUMENTS

- 5.01 All documents, including electronic files, correspondence, estimates, specifications, field notes, reports, documents and data created, produced, developed or prepared by Contractor or its approved outside advisory or support Contractors (collectively, the "Documents") shall be the property of County.
- 5.02 County shall not be entitled to any Documents not deemed "final" by Contractor until termination of this Agreement.

- 5.03 Contractor shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Contractor has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Contractor, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of Contractor will be at the County's sole risk and without liability or legal exposure to Contractor.
- 5.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Contractor agree that the services provided are a "work for hire" as the term is used in the Federal Copyright Act.
- 5.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permit only for use in connection with the services provided under this Agreement and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

SECTION VI PERSONNEL, EQUIPMENT, AND MATERIAL

- 6.01 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.
- 6.02 County will approve assignment and release of all key Contractor personnel and Contractor shall submit written notification of all key Contractor personnel changes for the County's approval prior to the implementation of such changes. For the purpose of this agreement, key Contractor personnel are defined in Attachment A, Project Team
- 6.03 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement and Attachment A. Any employee of the Contractor who, in the opinion of County, is incompetent or by conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- 6.04 Except as otherwise specified herein, Contractor shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION VII CONTRACTOR'S INSURANCE REQUIREMENTS

- 7.01 Prior to commencement of the providing services for the Project, 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, without 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:

- A. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- B. 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.
- C. 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.
- D. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each occurrence. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

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

7.03 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 VIII INDEMNIFICATION

8.02 CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, CONTRACTORS 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 AND FOR WHICH CONTRACTOR IS FOUND TO BE LEGALLY LIABLE.

8.03 CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE

ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES AND FOR WHICH CONTRACTOR IS FOUND TO BE LEGALLY LIABLE.

SECTION IX
DISPUTE RESOLUTION

- 9.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Contractor agree to submit the dispute to mediation.
- 9.02 In the event County or Contractor desire to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 calendar days of the receipt of such notice, such dispute shall be submitted for mediation.
- 9.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 9.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION X
NOTICE

- 10.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Contractor at the addresses set forth below.
- 10.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 10.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
 - A. If to Contractor: C.F. McDonald Electric, Inc.
5044 Timber Creek
Houston, Texas 77017
Attn: Wayne Berkenmeier, Vice President Special Projects
 - B. If to County notice must be sent to the County Project Manager:

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

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
301 Jackson
Richmond, Texas 77469

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

SECTION XI REPORTS OF ACCIDENTS

- 11.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Contractor), Contractor shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.
- 11.02 Contractor shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Contractor's performance of work under this Agreement.

SECTION XII CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 12.01 Contractor will perform all services in accordance with the highest professional standards in the industry, and will use its best efforts, skill, judgment, and abilities to provide the products and/or perform the services set forth in this Agreement.
- 12.02 Contractor represents and warrants that it will, at its own cost, correct any errors or omissions in products or services it provides under the Agreement as soon as is practical after Contractor becomes aware of such effects or is notified of such errors or omissions. If Contractor neglects to make good such errors or omissions within a reasonable time after receiving notice requesting such remedial work, then County will be entitled to make good such defective products or services at the expense of Contractor. This commitment by Contractor is in addition to, and not in substitution for, any other remedy for defective products or services that County may have at law or in equity.
- 12.03 Contractor will call to County' attention all information in any computations, models, data, information, requirements, procedures, and all other documentation and materials supplied to Contractor which it regards in its opinion as unsuitable, improper or inaccurate in connection with the purposes for which such documentation or material is furnished. Nothing will excuse or detract from Contractor's responsibilities or obligations under this Agreement in a case where such documentation or material is furnished, unless Contractor advises County in writing that, in its opinion, such documentation or material and any requests made therein for action are unsuitable, improper, or inaccurate, and County confirms in writing that it wishes Contractor to proceed in accordance with the documentation and material as originally provided.
- 12.04 Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services.
- 12.05 Contractor will use its best efforts to use efficiently all resources or services necessary to provide the services that are required under this Agreement.
- 12.06 Contractor will use its best efforts to perform the services in the most cost-effective manner consistent with the required level of quality and performance.
- 12.07 Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party.

- 12.08 Contractor will perform the services in a manner that complies with all applicable laws and regulations.
- 12.09 Contractor has duly authorized the execution, delivery and performance of this Agreement.
- 12.10 Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of County.
- 12.11 Contractor shall require its sub-contractor(s), if any, to make the same representations and warranties as contained in this Agreement.

SECTION XIII
LIMIT OF APPROPRIATION

- 13.01 Prior to the execution of this Agreement, Contractor has been advised by County, and County clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$360,469.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County for services provided under Attachment A.
- 13.02 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 hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$360,469.00 for services allocated under Attachment A.

SECTION XIV
SUCCESSORS AND ASSIGNS

- 14.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 14.02 Neither County nor Contractor shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

SECTION XV
SUCCESSORS AND ASSIGNS

- 15.01 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 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 furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Contractor's

- possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- 15.02 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 turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- 15.03 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.
- 15.04 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable federal or state data privacy act.

SECTION XVI
PUBLIC CONTACT

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

SECTION XVII
MODIFICATIONS

This instrument and Attachment A contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or

modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVIII
MISCELLANEOUS

- 18.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 18.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 18.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve an agreement or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 18.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- 18.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.
- 18.06 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, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- 18.07 If there is a conflict between this Agreement and Attachment A, the provisions of this Agreement shall prevail.

SECTION XIX
ATTACHMENTS

The Attachments provided in this Agreement, which consists of the following, and are incorporated herein by reference as if set forth verbatim for all purposes:

Attachment A	Contractor's Response to RFP 12-046
Attachment B	Prevailing Wage Rates
Attachment C	RFP 12-046, including specifications and drawings

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SECTION XX
EXECUTION

This Agreement shall not become effective until executed by County.

FORT BEND COUNTY:

Robert E. Hebert

Robert E. Hebert, County Judge

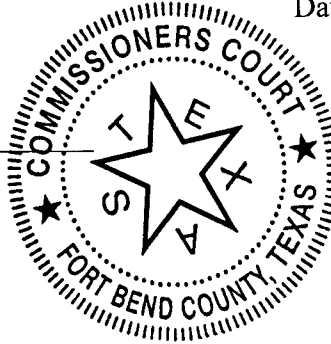
5-8-2012

Date

Attest:

Dianne Wilson

Dianne Wilson, County Clerk



APPROVED:

Don Brady

By:

Don Brady, Director
County Facilities Management
& Planning Department

5/4/12

Date

CONTRACTOR: C.F. McDONALD ELECTRIC, INC.

Wayne Berkenmeier

Wayne Berkenmeier, Vice President Special Projects

05/03/12

Date

Attest:

[Signature]

MER:McDonald Electric.Emergency Generator Upgrade.SO.RFP12-046

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 360,467.⁰⁰ to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

Attachment A



COVER LETTER

Bid For:

Proposal Number R12-046
Emergency Power System Expansion
Sheriffs Office

TO:

Fort Bend County Purchasing Department
Travis Annex, 301 Jackson, Suite 201
Richmond, TX 77469

April 19, 2012

5044 TIMBER CREEK DRIVE • HOUSTON, TX 77017 • (713) 921-1363 • Fax (713) 921-5103



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Emergency Power System Expansion Sheriffs Office

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5044 TIMBER CREEK DRIVE • HOUSTON, TX 77017 • (713) 921-1388 • Fax (713) 921-5103



McDONALD
ELECTRIC
CONTRACTORS • ENGINEERS
8044 TAMER CREEK
HOUSTON, TX 77017
(713) 921-1368 PH
(713) 924-2589 FAX

April 17, 2012

Fort Bend County Purchasing

To Whom It May Concern:

RE: Understanding of Scope of Work

In response to specification section 28.3 (Detailed statement assuring firm fully understands scope of work) we are pleased to provide this written confirmation that we do fully understand the scope of work. We have reviewed the plans, specifications, and the layout of the existing jail to ensure that we understand the scope of work. In our preparation of this proposal we spent several days analyzing the project from various angles. It is through this preparation that we have decided that in our professional opinion the "alternate" method of completing the work at the "Old Jail" is the best method. As a result our proposal includes the additional panel "EPX" to ensure a minimal amount of down time for the facility. **To confirm that we completely understand the scope of work we can guarantee that there will be no change orders on this project unless the owner changes the scope of work.** There are a few items that we found missing such as wire sizes for the chillers and an equipment pad for the 1600A automatic transfer switch but we have the cost for this work included in our proposal. We fully understand the scope of work and we will provide a finished product including all items required for a complete project whether specifically shown or not.

We install approximately 60 generators and automatic transfer switches a year so we must fully understand emergency stand by systems. We have worked on many emergency stand by systems such as those for AT&T, NASA's Mission Control Center, CCISD's data center, Harris County's data center, Harris County Appraisal District's facility, LBJ Hospital's complete emergency distribution system, and more. We work with generator manufacturers and automatic transfer switch manufacturers on a daily basis and we fully understand all aspects of this type of work.

If you have any questions or need any additional information please give me a call. My office number is 713-921-1368 and my cell number is (713) 202-4887. We look forward to hearing from you soon.

Sincerely,

Wayne Berkenmeier
Project Manager



McDONALD
ELECTRIC
CONTRACTORS • SERVICES

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77459

Proposal Number R12-046
Opening Date: April 19, 2012 1:30PM

Project: Emergency Power Systems Expansion For Sheriff's Office

We offer the following bid price for the above referenced project:

Bid Cost

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

\$ 360,469.00

Three hundred sixty thousand four hundred sixty nine NO/100 Dollars
Amount written in words (this governs)

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

Materials \$ 310,469.00

Labor \$ 50,000.00

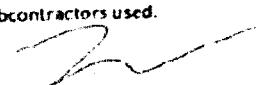
Project Duration:

*120 days
31 phone w/ W. Berkensater
5/2/12*

Respondent agrees, if awarded the contract, to complete all work required by the contract documents within 120 calendar days after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Facilities Management & Planning Department.

Subcontractors:

All work required for this project will be done solely by C. F. McDonald Electric, Inc. There will be no subcontractors used.


Wayne Berkensater
Vice President Special Projects

5041 TIMBER CREEK DRIVE • HOUSTON, TX 77017 • (713) 921-1350 • Fax (713) 921-6103



McDONALD
ELECTRIC

5944 TAMMEN CIRCLE

HOUSTON, TX 77017

(713) 421-1568 PH

(713) 609-2668 FAX

Page 1 of 2

April 5, 2012

To Whom It May Concern:

RE: References for Generator Installation Projects

Thank you for considering us for award of your generator addition project. Please let this letter serve as an introduction to McDonald Electric Company. We are an electrical contractor located in Houston, Texas and have been in business for over 50 years. We currently have approximately 150 electricians, 17 estimator/project managers, and (?) professional engineers on staff.

We have furnished and installed approximately 200 generators ranging in size from 20KW to 2000KW on many different projects over the last few years. We acted as the general contractor on all of the projects listed below and we completed 100% of the work. The most recent projects (within the last 3 years) include but are not limited to the following. Please feel free to call anyone listed below for a reference.

Recently completed or nearly completed similar Projects:

Project: Generator Size – Owner's rep. - telephone number – contact person

HC Annex 18 – (1) 200KW – Jacobs Engineering – 281-776-2546 – Gary Andrews
WCID#114 – (1) 450KW bifuel – AEI Engineering -281-350-7027- Ross Crawford
FWSD#6 – (2) generators – LJA Engineering – 713-450-1300 –Ronnie McKinney
UT Medical – (1) 725KW – Shah Smith – 713-780-7563 – Doug Belisle, P.E.
San Jacinto College – 300KW – ACR Engineering – 512-440-8333 – R. Truncoso
Magnolia ISD – (2) generators – JSE Engineers – 281-945-4545 – George Stanton
HC MUD 189 – (1) 500KW - VanDeWeillie Eng. – 7-782-0042 – Eric Windsor
Palmer MUD – (1) 500KW – LJA Engineering - 7-953-5061- Greg Hann
Northwest Park MUD – (1) 185KW - FHR & Assoc. – 713-784-4500 – Kirk Williamson
Shasla PUD – (1) 50KW – Brown & Gay – 281-558-8700 – Melissa Fitzgerald
CCISD Technology – (1) 400KW – PBK Engineers - 713-965-0608 – Brian Hood
Butler Lift Station – (1) 150KW – City of League City – 281-554-1320 – Jody Hooks
Fort Bend County– (3) generators - Fort Bend County – 281-682-8361 – George Beran

University of Houston - (1) 800KW - U of H- 281-283-2250 - Pam Groves
Fort Bend MUD 124 - (1) 800KW - Brown & Gay - 281-558-8700 - Lindsey Pierce
WCID #3: (1) 150KW - PBK Architects - 713-9650608 - Jason Hull
MUD 151: (4) generators - Turner Collie & Braden - 713-780-4100 Bruce Baumel
WH MUD 10: 500KW - EHR & Assoc. - 713-784-4500 - Jim Russ
TDCJ Byrd Unit: (1) 300KW - State of Texas - 936-437-7352 - TJ Wallace
HC MUD 36 - (1) 500KW - AEI Engineering - 281-350-7027 - Ross Crawford
Northwest MUD 10 - (4) generators - VanDeWeilie Eng. - 7-782-0042 - Eddie Bogard
Harris County UD #6 - (1) 500KW - Turner Collie & Braden - 713-780-4100 B. Baumel
Weston MUD - (1) 750KW Jacobs Engineering 281-776-2546 - Gary Andrews
HC MUD 36 - (1) 600KW - AEI Engineering - 281-350-7027 - Ross Crawford
Fort Bend - (1) 350KW - Fort Bend County - 281-682-8361 - George Beran
Brazoria MUD #1- (2) generators Jones & Carter 713-777-5337 Jonathan White
HC MUD 132 - (5) generators - Brown & Gay - 281-558-8700 - Jim McDaniel
Renn Road MUD: (1) 750KW - VanDeWeilie Eng. - 713-782-0042 - Evan Cook
HC MUD 208: (1) 325 KW Turner Collie & Braden - 713-780-4100 Bruce Baumel
HC MUD 109: (2) 70KW (1) 45KW - Brown & Gay - 281-558-8700 - Jim McDaniel
HC MUD 365: (1) 150KW - Jones & Carter - 713-777-5337 - Brent Fields
City of Katy: 350KW - Clay & Leyendecker - 281-391-0173 - David Leyendecker
HC MUD 153: (2) 70KW (1) 45KW - Brown & Gay - 281-558-8700 - Jim McDaniel
HC MUD 122: 100KW - Jones & Carter - 713-777-5337 - Jonathan White
City of Houston - Stadium Dr.: 900KW - 281-961-5347 (cell) Jeff Adamo
City of Houston - IT project: (2) 100KW - 281-961-5347 (cell) - Jeff Adamo
WCID 109: 450KW - Jones & Carter - 281-363-4039 - Jonathan Davis
CCISD: (1) 60KW & (1) 40KW - 281-284-0000 - Tom Young
MUD 304: 500KW - Dannenbaum Engineering - 713-520-9570 - James Radford
HC MUD 64: 500KW - EHR & Assoc. - 713-784-4500 - Jim Russ
HC MUD 142: 600KW Jones & Carter 713-777-5337 - Brody Magen

Thanks for the opportunity to provide this information about our company. If you have any questions or need any additional information please give me a call. My office number is 713-921-1368 and my cell number is (713) 202-4887 We look forward to hearing from you soon.

Sincerely,

Wayne Berkenmeier
Estimator/Project Manager



McDONALD
ELECTRIC

5644 TAMBER CREEK
MCCLUSTON, TX 77017
(713) 921-1366 PH
(713) 926-2599 FAX

1 of 2

April 5, 2012

To Whom It May Concern

Ref. Resume of key employees on the proposed project

Please let this letter serve as a resume for the proposed project manager & project superintendent. The specific persons that will be involved in this project are Wayne Berkenmeier & Sam Helwig. The following is a brief summary of our experience:

Wayne Berkenmeier

Estimator/Project Manager

1998 - Present: McDonald Electric Company - Estimated and project managed hundreds of projects up to \$2.5M.

Outside Salesman - General Electric Supply Company

1997-1998 Distribute electrical material. (GE switchgear specialists)

Estimator/Project Manager - Stuard Electric

1995-1998 Estimated and project managed hundreds of projects up to \$1M.

1990-1995: Estimator/Project Manager - Various electrical contractors

Recent projects include the installation of approximately 100 generators with fuel tanks, work at Universities, Schools, Sports Facilities, Hospitals, Manufacturing Facilities, Car Dealerships, Shopping Malls, TDCJ facilities, Water Plants, and Waste Water Treatment Plants as well as Federal, State, County, and City facilities.

Sam Helwig
Field Superintendent

- 1991-Present: McDonald Electric Company** - Electrical foreman and quality control person on numerous projects. Responsible for up to 40 man crews on projects up to \$1.5M.
- 1989-1991: Purchasing Manager/Quality Control - Texas Steel Conversions**
Purchased products and implemented the quality control program for the manufacturing of oilfield pipe.
- 1980-1989: Electrical Journeyman - Fisk Electric**
- 1976-1980: Apprentice Electrician - McDonald Electric**
Completed the IBEW apprentice program while working on various projects.

Recent projects include the installation of approximately 100 generators with fuel tanks, work in Universities, Schools, Sports Facilities, Hospitals, Manufacturing Facilities, Car Dealerships, Shopping Malls, TDCJ facilities, Water Plants, and Waste Water Treatment Plants as well as Federal, State, County, and City facilities.

Please give me a call if you have any questions or need any additional information regarding our quality control program.

Sincerely,

Wayne Berkenmeier
CF McDonald Electric Inc.
Estimator/Project Manager

ATTACHMENT B

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

General Decision Number: TX120089 01/06/2012 TX89
Superseded General Decision Number: TX20100115

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	01/06/2012

ASBE0022-002 02/02/2011

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems)	\$ 20.27	8.92
* BOIL0074-002 08/08/2011 BOILERMAKER	\$ 23.63	18.46
CARP0551-003 04/01/2008 Carpenter (Acoustical Ceiling Work Only)	\$ 21.00	6.43
ELEC0716-004 08/29/2011 ELECTRICIAN (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers	\$ 27.65	7.70
ELEV0031-001 01/01/2011 ELEVATOR MECHANIC	\$ 36.205	21.985

FOOTNOTES: a.- Employer contributes 8% of basic hourly rate for over 5 years' service and 6% of basic hourly rate for 6 months to 5 years' service as Vacation Pay Credit. Paid Holidays:

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

PLAS0681-002 04/01/2005

PLASTERER Galveston County	\$ 20.15	3.20
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PLUM0068-005 10/01/2010

Plumbers (Excluding HVAC Pipe)	\$ 28.79	9.40
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PLUM0211-007 10/01/2011

Pipefitters (Excluding HVAC Pipe)	\$ 28.88	9.91
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SFTX0669-001 04/01/2011

SPRINKLER FITTER (Fire Sprinklers)	\$ 25.40	16.00
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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
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Formbuilder/Formsetter	\$ 11.03	0.00
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GLAZIER	\$ 14.01	2.72
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INSULATOR -BATT AND FOAM	\$ 11.00	0.00
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IRONWORKER, REINFORCING	\$ 12.01	0.00
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IRONWORKER, STRUCTURAL	\$ 16.15	0.00
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 rate.

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT C

Fort Bend County Specification Download Acknowledgment



*Request for Proposals
Emergency Power Systems Expansion at Sheriff's Office
RFP 12-046*

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

Legal Name of Responding Company

Contact Person

Complete Mailing Address

Telephone Number

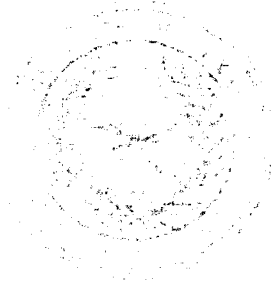
Facsimile Number

Email Address

Signature

Date

Fort Bend County, Texas



Request for Proposals
Emergency Power Systems Expansion for Sheriff's Office
RFP 12-046

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**

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

SUBMIT NO LATER THAN:

Thursday, April 19, 2012
1:30 PM (Central)

MARK ENVELOPE:

RFP 12-046
Power Expansion

**ALL PROPOSALS MUST BE RECEIVED IN COUNTY PURCHASING DEPARTMENT BEFORE
RECEIVING DATE AND TIME**

If Respondent does not wish to submit an offer
at this time, submit a "NO OFFER"
by the same time and at the same location
as stated above and state the reasons
for such

Fort Bend County is always conscious
and extremely appreciative of your time
and effort in the preparing of this offer.
Requests for information should be
directed to

Debbie Kanunski, CPPB
Assistant County Purchasing Agent
kanunskid@co.fort-bend.tx.us

Prepared: 03/26/12
Issued: 04/04/12

1.0 INTRODUCTION:

Fort Bend County, Texas (hereafter referred to as the "County") seeks Competitive Sealed Proposals ("Proposals or RFP") for selection of a firm ("Respondent") to complete emergency power systems expansion at the Sheriff's Office located at 1410 Williams Way Blvd in Richmond, Texas ("Project"), in accordance with the terms, conditions and requirements set forth in this Request for Competitive Sealed Proposals.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of sixty (60) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax, therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding, and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. Respondents are specifically directed **NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
kaminski.d@co.fort-bend.tx.us
Ph: 281-341-8643

4.0 SUBMISSION REQUIREMENTS:

- 4.1 To facilitate evaluation of proposals, one (1) original, four (4) paper copies and one (1) electronic response on CD or flash drive. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R12-046
Purchasing Department	Opening Date: Thursday, April 19, 2012
Travis Annex	Opening Time: 1:30 PM (CST)
301 Jackson, Suite 201	For: Emergency Power Systems
Richmond, Texas 77469	Expansion for Sheriffs Office

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time. **Proposals must be received in entirety no later than 1:30 p.m. (CST) on Thursday, April 19, 2012.** The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and or negotiate any or all items with individual Respondents if it is deemed in the County's best interest
- 6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at

once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. **Deadline for submission of questions and/or clarification is Friday, April 13, 2012 at 3:00 p.m. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE PROCUREMENT SCHEDULE:

Proposal Release Date: Wednesday, April 4, 2012
Pre-proposal Conference: Thursday, April 12, 2012 @ 9:00 AM CST
Proposals Due: Thursday, April 19, 2012 @ 1:30 PM CST
Respondent Interviews/Presentations (if necessary): April 25 - April 26, 2012

9.0 PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be conducted on Thursday, April 12, 2012 at 9:00 AM CST at the Fort Bend County Sheriff's Office located at 1410 Williams Way Blvd in Richmond, TX. The primary purpose of this conference is to provide respondents the ability to complete a site visit.

10.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent, with any competitor, or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

- 11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and:
- 11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

13.0 CONFIDENTIAL MATTERS:

- 13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such, will be treated as confidential to the extent allowable in the Open Records Act.

14.0 CONFLICT OF INTEREST:

No County public official shall have interest, direct or indirect, in any contract resulting from this Proposal, in accordance with Texas Local Government Code Chapter 171. Furthermore, the Respondent shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines and Restrictions Regarding the Acceptance of Gifts by County Officials and County Employees.

15.0 LIMITS OF SUBCONTRACTORS:

- 15.1 The County has approval rights over the use and or removal of all subcontractors and or vendor(s). Respondents shall identify all subcontractors in their proposal and these subcontractors shall conform to all County policies regarding subcontractors.

- 15.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

16.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

17.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

18.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products service equipment project and the fulfillment of all ADA requirements.

19.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

20.0 PERFORMANCE AND PAYMENT BOND:

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

21.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

22.0 INSURANCE:

- 22.1 All respondents must submit, with RFP, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of submittal
- 22.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured
 - 22.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed
 - 22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease
 - 22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 22.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined
- 22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court
- 22.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed

- 22.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County
- 22.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County
- 22.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor
- 22.8 Builders Risk Insurance. Respondent shall obtain and keep in full force and effect until the final completion. Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Respondent, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the construction site awaiting construction, during construction, and until the final completion date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Respondent, architect, subcontractors of any tier and Fort Bend County for loss or damage occurring during the Work and shall name Respondent as the named insured and Fort Bend County as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Respondent.

23.0 INDEMNIFICATION:

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

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter
- 23.2 Respondent's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall

remain in full force and effect with respect to all such matters no matter when they arise

- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County
- 23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance

24.0 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.wdof.gov/dba.aspx.

General Decision Number: TX120089 01/06/2012 TX89
Superseded General Decision Number: TX20100115

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 01/06/2012

ASBE0022-002 02/02/2011

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems)	\$ 20.27	8.92
* BOIL0074-002 08/08/2011 BOILERMAKER	\$ 23.63	18.46
CARP0551-003 04/01/2008 Carpenter (Acoustical Ceiling Work Only)	\$ 21.00	6.43
FLEC0716-004 08/29/2011 ELECTRICIAN (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers)	\$ 27.65	7.70
ELEV0031-001 01/01/2011 ELEVATOR MECHANIC	\$ 36.205	21.985
<p>FOOTNOTES: a - Employer contributes 8% of basic hourly rate for over 5 years' service and 6% of basic hourly rate for 6 months to 5 years' service as Vacation Pay Credit. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day</p>		
PLAS0681-002 04/01/2005 PLASTERER Galveston County	\$ 20.15	3.20
PLUM0068-005 10/01/2010 Plumbers (Excluding HVAC Pipe)	\$ 28.79	9.40
PLUM0211-007 10/01/2011		

Pipefitters (Excluding HVAC Pipe)	\$ 28.88	9.91
SFTX0669-001 04/01/2011		
SPRINKLER FITTER (Fire Sprinklers)	\$ 25.40	16.00
SHFE0054-005 07/01/2011		
Sheet Metal Worker (Includes HVAC System Installation and Excludes HVAC Duct)	\$ 25.37	7.99
SUTX2005-014 04/28/2005		
Asbestos Abatement Worker (Ceilings, Floors, & Walls)	\$ 14.00	0.00
BRICKLAYER	\$ 18.00	0.00
Carpenter (excluding Acoustical Ceiling Work)	\$ 15.91	0.00
CEMENT MASON CONCRETE FINISHER	\$ 12.75	0.00
DRYWALL FINISHER/TAPER	\$ 12.21	0.92
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) (iii))

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

Union Identifiers

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

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

25.0 PERMITS:

It shall be the sole responsibility of the successful Respondent to obtain all required permits in the name of Fort Bend County.

26.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

27.0 Qualifications and Evaluation Factors:

The following criteria will be used in selecting the Design Build firm

- 30% Understanding of Scope of Work: Parties demonstrate their ability to meet the requirements listed. In addition, describe how the services requested in this instrument will be provided and how they will be supported. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project.
- 20% Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing emergency power systems expansions and generators for municipal county government facilities. List only projects completed within the last 5 years, provide the name and location of each project, the client, and a contact person and phone number and completion date and final cost.

- 20% Staff Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing project management and related services on projects providing emergency power systems expansions. List only projects completed within the last 5 years, provide the name and location of each project, the client, and a contact person and phone number and completion date and final cost.
- 20% Price
- 5% Financial Stability: Complete and accurate responses to the following questions:
 - a. Has your Company ever failed to complete any work awarded to it?
 - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers?
 - c. Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide details.
 - d. Does your company have the ability to obtain payment and performance bonds required for this project?
- 5% Firm's Management System, Software and Cost Control: Describe how the construction management services will be provided and how they will be supported.

28.0 Format of Response:

To facilitate evaluation of submittals, one (1) original, four (4) paper copies and one (1) electronic response on CD or flash drive is required. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Statement of Qualifications must take the form of a bound 8-1/2-inch by 11-inch report with a Table of Contents and all pages numbered in sequence (maximum 25 pages). Binding must allow reports to lay flat when open and may be either wire or GBC. Format of the report may be either "portrait" or "landscape" format with binding on either long or short side. Responses are to be in the following order and must detail requirement as outlined above:

- 28.1 Cover letter
- 28.2 Table of Contents
- 28.3 Detailed statement assuring firm fully understands scope of work
- 28.4 Detailed qualifications of the firm.

- 28.5 Detailed qualifications of staff
- 28.6 Financial stability
- 28.7 Firm's management system, software and cost control
- 28.8 Insurance
- 28.9 W9
- 28.10 Vendor Information Form

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:

\$ _____

Dollars

(Amount written in words (this governs))

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

Materials: \$ _____

Labor: \$ _____

Fort Bend County RFP 12-046

32.0 PROJECT DURATION:

Respondent agrees, if awarded the contract, to complete all work required by the contract documents within _____ calendar days after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Facilities Management & Planning Department

33.0 ATTACHMENTS:

Attachment #1 - Project Manual

Attachment #2 - Project Drawings

NOTEPAD:HOLDER CODE **FTBEND1**
INSURED'S NAME **C.F. McDonald Electric Inc**CFMCD-1
OP ID: SLPAGE 2
DATE **05/03/12**

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status & a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.(Forms #CG2037 0704 & CG71520311)& (Form #CG7152 0311)

The Auto Liability policy includes a blanket additional insured and blanket waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such. (Form CA7109106)

The Workers' Compensation includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured & the certificate holder that requires such status(Form #WC420304A

The General Liability policy contains a special endorsement with Primary & Non-Contributory wording(Form #CG7096 11 03)

The General Liability and Auto Liability include a blanket 30 day notice of cancellation endorsement, providing 30 days advance notice if the policy is cancelled by the company for any reason other than non payment.