

**Fort Bend County Tabulation
Bid 22-040
Term Contract for Electrical Services Contractor**

Term: April 1, 2022 through March 31, 2023

Recommendation: Highlights of Houston Inc. dba Highlights Electrical

Vendor	Bid Price per Hour During Normal Working Hours M-F, 8am-5pm	Bid Price per Hour After Normal Working Hours M-F, 8am-5pm and/or Weekends
	Lawson Numbers	
	13029	13030
Highlights of Houston, Inc. dba Highlights Electrical Houston, TX	\$87.00	\$130.50
Tron Electric Katy, TX	\$105.00	\$157.50
Rocha Electrical Services Cypress, TX	Disqualified: Did not provide bid pricing nor references.	



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Highlights of Houston, Inc.		
Business Name (if different from legal name)	Highlights Electrical		
Federal ID # or S.S. #	76-0193634	DUNS # 19-033-2346	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? 36 years
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	PO 840375		
City/State/Zip	Houston, Texas 77284		
Physical Address	7510 Langtry		
City/State/Zip	Houston, Texas 77040		
Phone/Fax Number	Phone: 713-266-6464	Fax: 713-690-9922	
Contact Person	Clyde Bryan		
E-mail	clyde@hohi.net		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Cert Date</u> _____ <u>Exp Date</u> _____
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	_____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 <input checked="" type="checkbox"/>	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)	238210		
Signature of Authorized Representative			
Printed Name	Clyde Bryan		
Title	Vice President		
Date	1/18/2022		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid



Term Contract for Electrical Services Contractor
BID 22-040

SUBMIT BIDS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, January 18, 2022
2:00 PM (Central)

MARK ENVELOPE:

BID 22-040
ELECTRICAL CONTRACTOR

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after Commissioners Court award.

Requests for information must be in
writing and directed to:
Cheryl Krejci, CPPB
Assistant County Purchasing Agent
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469. Include the bid number and title on the outside of the envelope, as well as the vendor's name.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern./

Initials of Bidder: CWB

- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Cheryl Krejci, Assistant County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 11, 2022 at 9:00 AM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from Contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the Contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders 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.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a

bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or

provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price

increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first ten (10) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract 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.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the

purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files

for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by sub-contractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the

terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) contractor to provide all materials, labor and equipment for electrical service projects, located throughout Fort Bend County and/or installation of new equipment, which meet or exceed the specifications contained herein.

4.0 PRE-BID CONFERENCE:

There is not a Pre-Bid Conference for this contract.

5.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 5.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 5.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

6.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

7.0 INSURANCE:

- 7.1 All respondents are to submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, 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 firm named therein, if successful, upon award of this Contract.
- 7.2 Awarded contractor whom provided proof of required insurance with their response must provide County with properly executed certificates of insurance at contract execution, 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 (or a Claims Made form for Professional

Liability insurance) from such companies having Best's 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:

- 7.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 7.2.2 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.
 - 7.2.3 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.
 - 7.2.4 Business Automobile Liability coverage 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.
- 7.3 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 including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 7.4 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 two (2) years beginning from the time that work under the agreement is completed.

8.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's 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.

- 8.1 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.

- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 8.6 Respondent shall cause all subcontractors who may have a contract to perform services 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.
- 8.7 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 respondent providing such insurance.

9.0 TEXAS ETHICS COMMISSION FORM 1295:

- 9.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

9.2 On-line instructions:

9.2.1 Name of governmental entity is to read: Fort Bend County.

9.2.2 Identification number used by the governmental entity is: B22-040.

9.2.3 Description is the title of the solicitation: Electrical Contractor Services.

9.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

10.0 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.wdol.gov/dba.aspx.

General Decision Number: TX20210247 07/09/2021
Superseded General Decision Number: TX20200247

State: Texas
Construction Type: Building
County: Fort Bend County in Texas

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	07/09/2021

ASBE0022-009 6/01/2019

Rates Fringes

Initials of Bidder: CWB

ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 24.28	14.16
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BOIL0074-003 01/01/2017

BOILERMAKER	\$ 28.00	22.35
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CARP0551-008 04/01/2016

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 23.05	8.78
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* ELEC0716-005 08/28/2019

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 32.25	10.35
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ELEV0031-003 01/01/2020

ELEVATOR MECHANIC	\$ 45.48	36.365
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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.

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

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
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IRON0084-002 06/01/2020

IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 25.26	7.13
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PLAS0079-004 01/01/2015

PLASTERER	\$ 19.92	1.00
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* PLUM0068-002 10/01/2019

PLUMBER PLUM0211-010 10/01/2021	\$ 36.15	11.88
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PIPEFITTER (Including HVAC Pipe Installation) SHEE0054-003 07/01/2017	\$ 35.68	12.46
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation) SUTX2014-023 07/21/2014	\$ 29.70	13.85
ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00

TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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.

11.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2022 through March 31, 2023** renewable annually for four (4) years (through 31 March 2027) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

12.0 AWARD:

This contract will be awarded to the lowest and best bidder.

13.0 REQUIRED DOCUMENTATION:

The below documentation is required to be provided with bidder's response to this solicitation.

13.1 Licensing:

Contractor must submit with bid, proof of licensing from Texas Department of Licensing and Regulation for the following:

- Master Electrician Energy computers
- Electrical Contractor UPS
- Journeyman Electricians
- Apprentice Electricians

12.2 References:

Contractors must submit, with bid, a minimum of three (3) letters of recommendation, regarding electrical services, from whom they have provided electrical services for, written during calendar year/s 2020 and/or 2021, including: company/entity name, representative name, phone number, email address and physical address.

13.0 SPECIFICATIONS AND REQUIREMENTS OF SERVICE:

Fort Bend County intends to utilize this contract and selected contractor for all electrical projects. Fort Bend County reserves the right to contract with other electrical contractors during the period of this contract without penalty when deemed appropriate by the County Purchasing Agent.

When a project has been identified by Fort Bend County, the contractor must complete a walkthrough of the proposed project with the assigned County representative and furnish Fort Bend County with a detailed price list of all required materials to complete the project. The detailed price list will include quote/s from Contractor's supplier/s of the required materials and total number of hours needed to complete the project including completion date.

13.1 Vendor may be required to accomplish and provide, though not limited to, the below:

- 13.1.1 Contractor must have on staff a State of Texas Licensed and Master Electrician licensed by the city in which the work is to be performed. For unincorporated areas or cities without licensing requirements the "Master Electrician" license must be from any city within Fort Bend County. Proof of licenses must accompany each work order.
- 13.1.2 The Master Electrician shall be responsible for the methods, quality, and safety of the work.
- 13.1.3 The Journeyman or Master Electrician, licensed as described above shall be present at all times when work is being performed.
- 13.1.4 Prepare sketches indicating locations of wire and equipment.
- 13.1.5 Follow diagrams or blueprint to insure that all concealed wiring is installed before completion of future walls, ceilings, floors.

- 13.1.6 Plan new or modified installations to minimize and control equipment; minimize the waste of materials, provide access for future maintenance and avoid unsightly, hazardous and unreliable wiring and installations.
- 13.1.7 Measure, cut and install conduit in specified panels or equipment.
- 13.1.8 Install items such as devices, fixtures, receptacles, switches, breakers, circuits and other devices.
- 13.1.9 Cut and connect wires according to diagrams to install devices such as; switches, light fixtures and other electrical equipment.
- 13.1.10 Test continuity of circuits to insure safety using proper meters or test equipment.
- 13.1.11 Repair faulty wiring or systems.
- 13.1.12 Bore holes to install wiring and conduit.
- 13.1.13 Turn on or off switches to energize or de-energize circuits preparatory to the repair of equipment.
- 13.1.14 Disassemble, clean or reassemble lighting fixtures, devices or equipment.
- 13.1.15 Test transformers using proper test equipment and meters.
- 13.1.16 Install high and low voltage wiring.
- 13.1.17 Install or repair any electrical wiring and equipment using hand or battery tools according to building and safety codes.
- 13.1.18 Contractor must complete all work in accordance with industry standard guidelines.
- 13.1.19 Contractor must be capable of completing all required electrical connections of units.
- 13.1.20 Contractor must be able to perform control wiring for:
 - Generator and transfer switches
 - Energy computers
 - PLCs
 - UPS
 - Street lighting

- 13.1.21 Contractor must provide 24/7 operation for emergency calls with a maximum of two (2) hour response time to calls and a maximum of four (4) hours response to be on-site.
- 13.1.22 Contractor must be able to perform all levels of testing and calculations. Examples of testing and calculations but not limited to:
 - P & M testing
 - Infrared testing
 - Ground testing
 - Power factor corrections
 - Load analysis calculations
 - Recording, analyzing peak voltage and peak currents up to 4000 amps
- 13.1.23 Fort Bend County reserves the right to require the contractor to replace any skilled employees.
- 13.1.24 Contractor must provide employees' information for background checks. Fort Bend County will conduct background checks on all of contractor's employees that will be working on County property.
- 13.1.25 Project documents or drawings shall be able to be received and transferred in electronic media format.
- 13.1.26 All electronic media, including "As-Built", for "record purposes", issued to the County, shall be submitted in an AutoCAD based format. The AutoCAD based format may be submitted in an electronic media format, on CD, or flash drive.

14.0 ACCEPTABLE MANUFACTURERS:

- General Electric
- Cutler Hammer
- Allen-Bradley
- Square D
- Siemens

15.0 CODES AND STANDARDS:

Vendor must comply with the current version of all applicable laws, rules, regulations, and ordinances of Federal, State, and Local Authorities.

- 15.1 Perform all work in accordance with the latest edition of the National Electrical Code.

- 15.2 All equipment shall comply with all applicable requirements of laws, codes, ordinances, legislation, etc., of all Federal, State, and Local Authorities, whether indicated or not.
- 15.3 Where contract drawings and specification requirements are in excess of Code requirements and are permitted under the Code, the contract drawings and specifications shall govern.
- 15.4 Comply with all rules and regulations of the State Fire Insurance Regulatory Body, Underwriter's Laboratories, IRI, and FM.

16.0 WARRANTY:

All materials, apparatus and equipment furnished and installed shall be new and free from any defects when accepted by the County and shall be warranted (100% parts and labor) for a period of one (1) year from the date of acceptance by the County.

- 16.1 Vendor must comply with the current version of all applicable laws, rules, regulations, and ordinances of Federal, State, and Local Authorities.
- 16.2 Perform all work in accordance with the latest edition of the National Electrical Code.
- 16.3 All equipment shall comply with all applicable requirements of laws, codes, ordinances, legislation, etc., of all Federal, State, and Local Authorities, whether indicated or not.
- 16.4 Where contract drawings and specification requirements are in excess of Code requirements and are permitted under the Code, the contract drawings and specifications shall govern.
- 16.5 Comply with all rules and regulations of the State Fire Insurance Regulatory Body, Underwriter's Laboratories, IRI, and FM.

17.0 BID PRICING & INVOICING:

Requested electrical services shall be measured and paid on a time and materials basis. Included in the hourly labor rates are small tools, powered and non-powered. For purposes of definition, equipment and tools, with a new cost of \$1,000.00 or less shall be considered small tools. Mobilization shall be included in the labor and equipment hourly rates. For any special equipment needed for a job with a new cost in excess of \$1,000.00, Fort Bend County shall reimburse the contractor for their cost of rental, and blade/bit wear. No additional mark-ups (i.e. overhead and profit) will be allowed. If the contractor owns the equipment being used, Fort Bend County will only reimburse the contractor for blade/bit wear. The use of or payment for any special equipment must be approved, in writing, by the Director of Facilities Maintenance and Planning or his designated representative prior to use on any job under this contract.

Fort Bend County intends to utilize this contract and selected contractor for all electrical projects. Fort Bend County reserves the right to contract with other electrical contractors during the period of this contract without penalty when deemed appropriate by the County Purchasing Agent.

- 17.1 Electrical contractor is responsible for paying all fees and obtaining all permits related to electrical services.
- 17.2 Hourly labor rate will not commence until contractor is onsite with Fort Bend County's designated representative. Contractor may not charge for any incurred trip charges (i.e. mileage, truck, etc.)
- 17.3 There is no mark-up on materials allowed. For materials incorporated in the work, the contractor must also include copies of their manufacturer's/vendor's/supplier's invoices for material used thereby providing verification of actual material costs.
- 17.4 Invoices must be legibly prepared showing the full description of all work performed.

MS
\$ 87.⁰⁰ per hour, for work performed during normal working hours (Monday through Friday, 8:00 am – 5:00 pm).
(EIGHTY SEVEN)

MS
\$ 130.⁵⁰ per hour, for work performed after normal working hours (Monday through Friday, 8:00 am – 5:00 pm and/or on weekends).
(ONE HUNDRED THIRTY AND 50/100)

18.0 REQUIRED FORMS:

All vendors submitting are required to complete and return the below with their submission as well as any other documentation as stated herein:

- 18.1 Vendor Form
- 18.2 License
- 18.3 References
- 18.4 Required Proof of Insurance Coverages
- 18.5 W9 Form
- 18.6 Tax Form/Debt/Residence Certification

Initials of Bidder: CWB

Contract Sheet
Bid 22-040

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 22nd day of February, 2022,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
Highlights Electrical (hereinafter designated Contractor),
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Electrical Contractor Services**
which are hereto attached and made a part hereof, together with this instrument and the bond (when
required) shall constitute the full agreement and contract between parties and for furnishing the items set
out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties
hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 22nd day of February 20 22

By: KP George Fort Bend County, Texas
County Judge KP George
County Judge, KP George

By: Clyde W. Bryan
Signature of Contractor

By: CLYDE W. BRYAN V.
Printed Name and Title



Quick Reference to Work and Services Provided

COMMERCIAL LIGHTING AND MAINTENANCE

- Sign Repair – Pylon and Marquis
- Auto Dealerships, Rental Car Facilities, Airport Parking Facilities
- Churches and Houses of Worship
- High Atriums, Difficult to Reach Areas
- Sports Facilities, Fields, and Courts
- Installation and Repairs of Difficult to Reach Areas
- Interior and Exterior Lighting Maintenance
- Metallurgic Integrity for Poles
- Pole Light Maintenance (Parking Lots, Parking Garages, Street Lighting, etc.)

LIGHTING SYSTEM UPGRADES

- LED Lighting – Interior and Exterior
- LED Lighting Design
- LED Lighting Service and Repairs
- LED Lighting Systems
- LED Lighting Upgrades
- Lighting Upgrades
- Photometric Lighting Design

POLE MANUFACTURING AND CUSTOM FABRICATION

- Custom Fabrication
- Custom Fixture Parts
- Custom Light Poles
- Metallurgic Integrity Testing for Poles

ELECTRICAL SERVICE

- 24-Hour Emergency Electrical Service
- Capacitor Bank Installations
- Generator Installation
- Generator and Back-up Power Systems
- Infrared Testing or Thermal Scanning
- Installation and Repairs of Difficult to Reach Areas
- Occupancy Inspections
- Onsite Power Evaluations
- Service and Repair
- Surge Suppression Systems Installation
- Underground Infrastructure Repair and Maintenance
- UPS Installation

ELECTRICAL CONSTRUCTION

- Computer Rooms
- Hospital / Medical
- Internet Hotel Sites
- Design / Build
- Ground-up
- NFPA99 Hospital Testing
- Remodeling
- Site Lighting
- Tenant Build Out



Commercial Lighting Maintenance – Our modern fleet of bucket trucks, which can reach heights up to 70 feet and various lifts, enable us to provide service to customers with hard to reach lighting installations.

- ◆ Pole Lights (Parking Lots, Parking Garages, Street Lighting etc.)
- ◆ Auto Dealerships, Rental Car Facilities, Airport Parking Facilities & Healthcare Facilities
- ◆ Churches and Other Houses of Worship
- ◆ Sports Facilities, County Parks, Fields and Courts

Lighting System Upgrades – We design, build and install sophisticated lighting schemes, including photometric analysis, and turn-key solutions for customers seeking energy conservation, energy efficiency or are seeking to improve existing interior/exterior lighting installations. Our services also include installation of new technology solutions such as LED and Induction Fluorescent Lighting Systems.

Electrical Service – Highlights Electrical is a full service electrical contractor. We have built long-term relationships with our customers through superior quality, diversified services, new technologies, attention to detail and high ethical standards. We are fully licensed and insured for your protection.

- ◆ Service & Repair
- ◆ Occupancy Inspections
- ◆ Generators & Back-up Power Systems

Electrical Construction – Our construction team is committed to on-time performance and top quality work.

- ◆ Design Build
- ◆ Ground Up
- ◆ Tenant Build Out
- ◆ Computer Rooms
- ◆ Internet Hotel Sites

- ◆ **Voice & Data** - Highlights Information Technologies, a division of Highlights Electrical, Inc. is a full service communications company, providing service from design and installation to testing and trouble-shooting. We are a BICSI corporate member and staff BICSI registered technicians.
- ◆ Voice Infrastructure Design & Installation
- ◆ Data Cabling Infrastructure Design & Installation
- ◆ Fiber Optic Installations
- ◆ Service & Restoration
- ◆ Testing & Verification
- ◆ Distribution Racks & Frames

Pole Manufacturing – Our in-house fabrication facility is set up to fabricate custom poles and mounting brackets to your specification; up to 39', round, round tapered or square.

Let Highlights Electrical Assist You With All of Your Electrical & Lighting Needs.



APTA
AWARD WINNER

Mission Statement

"Provide safe, clean, reliable, accessible and friendly public transportation services to our region."

Board of Directors

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(Ram)

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Thomas C. Lambert



January 11, 2022

To Whom It May Concern:
c/o Highlights Electrical
7510 Langtry Street
Houston Texas 77040

To Whom It May Concern:

It is my pleasure to recommend the electrical services of Highlights Electrical to you. Highlights has been working on projects for Metro since 2003. During that time period they have been providing good quality service to Metropolitan Transit Authority.

The company has provided top-notch quality service. We have always been pleased with their work. The numerous projects have included replacement of underground pipe and wiring, lighting upgrades, pole lights and replacement of poles, and generator and transfer switches work. The projects have been from new construction to emergencies.

I am confident about the services of Highlights Electrical/ Fred Soland and I can recommend their services. I am available for any questions you might have.

Regards

Gregg Robinson
Director of Facilities Maintenance





Brown & Root

8799 N. Loop E. Suite 212
Houston, TX 77029
713 673 0291

January 10, 2022

To Whom It May Concern,

Brown and Root Industrial Services, formerly KBR, has performed work with Highlights Electric since 2003. Projects have varied in size from switchgear and bus duct replacement to service electrical needs, Highlights has continuously performed these projects successfully and exceeded our expectations. Our clientele includes government organizations around the Houston area including the City of Houston General Services Department, Houston Airport System, City of Houston Public Works, Harris County Metro and multiple school districts and universities. This grouping of clients has very differing needs from industrial plant settings to high traffic public operations, Highlights has done very well properly planning for and performing in these differing environments while supporting our clients in their operations.

Highlights boasts a very knowledgeable and well-organized management staff that can efficiently provide project pricing and plan through the technical difficulties that many existing facility electrical systems may present. The personnel assigned to projects has stayed consistent through the years which has allowed our superintendents to build an efficient team in the field to better serve the projects and deliverables needed.

I would highly recommend Highlights Electric to facility owners and others within the commercial construction markets. They have consistently performed well over the past 18 years and we are proud to have them on our subcontracting team.

Sincerely,

Garrett Jurica

Project Manager

Brown and Root Industrial Services

Forged from the Past. Engineered for the Future.

Brown & Root Industrial Services, Inc.
Houston, TX 77029

January 7, 2022

Fort Bend County
301 Jackson Street
Richmond, Texas 77469

REF: Highlights Electric
Reference

To Whom It May Concern,

My name is Jerid Colwell. I am the owner of Stonewall Constructors, a commercial General Contractor. This letter shall serve as a glowing reference for Highlights Electric. They are an Electrical Contractor that we have been doing business with since 2003.

We have successfully completed many different types of projects working Highlights Electric. Including, but not limited to new construction projects for local municipalities and renovation projects for University of Houston, Lone Star College and Rice University.

They have always provided highly skilled and professional technicians that are budget and schedule conscious.

We would not hesitate to hire them for any project regardless of size or complexity.

Should you have any questions, or need additional information, please contact me directly at 832-250-2998.

Regards,



Jerid Colwell
Stonewall Constructors



January 13, 2022

To whom it may concern:

I am writing in support of Highlights Electric Company. Harris County has been using them for over 25 years.

They have done an outstanding job servicing the ball fields poles in the Precinct Three Parks. They are punctual and offer competitive rates. They are reliable, trustworthy, and conscientious about their work.

I am very happy to recommend the services of Highlights Electric Company. If you have any questions, feel free to contact me at (713) 274-0940.

Sincerely,

Steve Dorman

Director of Parks

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
<http://www.tdlr.texas.gov>



If you cut around the border of the registration certificate
it will fit in a standard 5" x 7" frame.

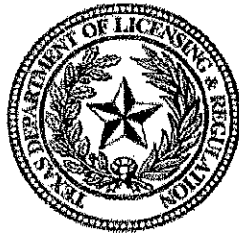
The certificate at the bottom of this
page should be prominently
displayed at your primary business
location.

Master: **CLYDE W BRYAN** [REDACTED]

HIGHLIGHTS OF HOUSTON, INC
PO BOX 840375
HOUSTON TX 77284-0375

Rick Figueroa
Chair

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Electrical Contractor

HIGHLIGHTS OF HOUSTON, INC
[REDACTED]

The business named above is licensed by the Texas Department of Licensing and Regulation

License Expires: AUGUST 26 2022

Handwritten signature of Brian E. Francis in black ink.

Brian E. Francis
Executive Director

lic-037.dff

CITY OF HOUSTON, TEXAS
ELECTRICAL BOARD

No. _____



Master Electrician's License

This is to Certify that CLYDE BRYAN

has complied with the applicable provisions of the Ordinances of the City of Houston, and is hereby entrusted with all the duties, rights and privileges of a Master Electrician acting under and subject to said Ordinances.

Given under our hands this 4TH day of JUNE, 19 85

ELECTRICAL BOARD OF CITY OF HOUSTON, TEXAS

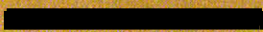
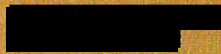
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Joe E. Foley
SECRETARY

STATE OF TEXAS

CLYDE W BRYAN

MASTER ELECTRICIAN



LICENSING AND REGULATION



Background and Overview

1. Highlights Electrical – Highlights of Houston, Inc. (HOHI) is a commercial electrical contractor that has serviced Houston and its surrounding areas for the past 34 years. Commercial Lighting and Maintenance, Lighting Systems Upgrades, Pole Manufacturing and Custom Fabrication, Electrical Service, and Electrical Construction are the among the multi-faceted degrees of expertise the Highlights Team has to offer customers. There is over 100 years of combined electrical experience among the many Master Electricians on staff. HOHI was founded in 1986. The company originated as only a lighting company and grew to become an electrical contractor to pair with the lighting component. The physical address is 7510 Langtry, Houston, TX 77040.
2. HOHI has (60) employees, all locally based in Houston.
3. Highlights Electrical is constantly growing and evolving in the electrical market. The company recently purchased and moved into a new building to accommodate its expanding work force. Growth in the ever-evolving LED market, electrical service and electrical chargers are expected to occur and the Highlights team is more than prepared to accommodate these future challenges.
4. HOHI neither has had any disciplinary actions nor has had any pending investigations.
5. The Highlights Electrical team including Journeymen, Apprentices, Master Electricians, Management, Office Personnel, and the Sales Force work cohesively to consistently service its entire customer base with professionalism, trade craft and efficiency.
6. Highlights Electrical has a long-standing reputation in the electrical and lighting market for its quality of service and timely manner of completing large jobs. HOHI has a history of working on considerable projects and is more than qualified to be considered as an ideal candidate for the Skill Trade Services Contract for The Harris Center for Mental Health and IDD.



Highlights Pole Manufacturing

Our fully equipped in-house fabrication facility at Highlights Electrical can create custom poles and mounting brackets to your exact specifications reaching up to 39', round, tapered or squared shaped poles. Highlights Electrical also specializes in fixture repairs including frames and brackets. We have the ability to fabricate specialty parts in-house that may otherwise take weeks or months to arrive from the manufacturer.

For nearly 30 years, we have been helping Houston businesses run more efficiently due to our Electrical and Lighting Services and Repairs.

Save time and cost with our in-house custom Fabrication Department.

We are ready to help you today!



