

**Fort Bend County Tabulation
 Bid 26-022
 Construction of Bates Allen Park Electrical Infrastructure Expansion
 for Fort Bend County**

**Recommended: McDonald Municipal and Industrial - A Division
 of C.F. McDonald Electric, Inc. \$634,469
 Funding: Parks Bonds**

Company	Bid Price	Completion Time in Calendar Days
McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc. Houston, TX	\$634,469.00	180
ARS Construction, LLC Houston, TX	\$703,080.00	180
SpawGlass Construction Corp. Houston, TX	\$725,065.26	120
Topwater Construction Services, LLC Katy, TX	Disqualified due to not providing Addendum 1 Pricing Form	

ENGINEER:
KALUZA, INC.
3014 AVENUE I
ROSENBERG, TEXAS 77471
(281) 341-0808

CHARLIE ROBERTS ROAD POWER EXTENSION
ELECTRICAL SERVICE TO SERVE BATES ALLEN PARK,
CITY OF KENDLETON E.T.J., FORT BEND COUNTY, TEXAS
BID NO. 26-022

OWNER:
FORT BEND COUNTY
PURCHASING DEPARTMENT
301 JACKSON STREET, SUITE 201
RICHMOND, TEXAS 77469

BID TABULATION

Item No.	Item Description	Unit	Est. Qty	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
BASE BID				McDonald Municipal & Industrial		ARS Construction, LLC		SpawGlass Construction Corporation	
1.	Mobilization & set-up necessary equipment, incl. insurance & bond costs, (Max 5% Amount Bid), complete & in place	LS	1	\$ 31,000.00	\$ 31,000.00	\$ 10,000.00	\$ 10,000.00	\$ 36,253.26	\$ 36,253.26
2.	Restoration of asphalt & landscaping, complete & in place	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 11,000.00	\$ 11,000.00
3.	Provide/install sectionalizing cabinet(s) incl., but not limited to, concrete foundation, grounding, & all ancillary devices as shown on construction drawings, complete in place as specified.	EA	3	\$ 50,000.00	\$ 150,000.00	\$ 4,000.00	\$ 12,000.00	\$ 50,000.00	\$ 150,000.00
4.	Provide/install main switchgear, incoming service, utility metering, coordination with utility, & all other work not specified under other bid items, complete in place as specified.	LS	1	\$ 130,974.00	\$ 130,974.00	\$ 155,124.00	\$ 155,124.00	\$ 48,500.00	\$ 48,500.00
5.	Provide/install 4" conduit with 3-#2 + #6 GND, 15 kV aluminum cable, complete as specified.	LF	2,352	\$ 40.00	\$ 94,080.00	\$ 63.00	\$ 148,176.00	\$ 65.00	\$ 152,880.00
6.	Provide/install 4" conduit with 2-#2 + #6 GND, 15 kV aluminum cable, complete as specified.	LF	95	\$ 37.00	\$ 3,515.00	\$ 64.00	\$ 6,080.00	\$ 110.00	\$ 10,450.00
7.	Provide/install 300 kVA pad-mounted transformer, incl. concrete foundations & secondary conduit stub-outs, grounding, & all ancillary devices as shown on construction drawings, complete in place as specified.	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 98,750.00	\$ 98,750.00	\$ 125,000.00	\$ 125,000.00
8.	Provide/install 50 kVA pad-mounted transformer, incl. concrete foundations & secondary conduit stub-outs, grounding, & all ancillary devices as shown on construction drawings, complete in place as specified.	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 36,450.00	\$ 36,450.00	\$ 81,000.00	\$ 81,000.00
9.	Provide/install bollard, complete as specified.	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 1,300.00	\$ 6,500.00	\$ 2,500.00	\$ 12,500.00
10.	4" PVC DR-14 restrained joint by trenchless method, complete & in place	LF	200	\$ 30.00	\$ 6,000.00	\$ 275.00	\$ 55,000.00	\$ 25.00	\$ 5,000.00

ENGINEER:
KALUZA, INC.
3014 AVENUE I
ROSENBERG, TEXAS 77471
(281) 341-0808

CHARLIE ROBERTS ROAD POWER EXTENSION
ELECTRICAL SERVICE TO SERVE BATES ALLEN PARK,
CITY OF KENDLETON E.T.J., FORT BEND COUNTY, TEXAS
BID NO. 26-022

OWNER:
FORT BEND COUNTY
PURCHASING DEPARTMENT
301 JACKSON STREET, SUITE 201
RICHMOND, TEXAS 77469

BID TABULATION

Item No.	Item Description	Unit	Est. Qty	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
BASE BID				McDonald Municipal & Industrial		ARS Construction, LLC		SpawGlass Construction Corporation	
11.	Solid sod with St. Augustine grass, provide watering until vegetation establishment per Fort Bend County criteria, complete & in place	SF	1,200	\$ 7.00	\$ 8,400.00	\$ 10.00	\$ 12,000.00	\$ 15.41	\$ 18,492.00
12.	Hydromulch seeding, provide watering until vegetation establishment per Fort Bend County criteria, complete and in place	AC	1.5	\$ 3,000.00	\$ 4,500.00	\$ 4,000.00	\$ 6,000.00	\$ 6,500.00	\$ 9,750.00
13.	Sawcut Asphalt, complete and in place	LF	1,200	\$ 40.00	\$ 48,000.00	\$ 10.00	\$ 12,000.00	\$ 28.70	\$ 34,440.00
14.	Bore pit for drainage ditch crossing, complete and in place	EA	4	\$ 2,000.00	\$ 8,000.00	\$ 15,000.00	\$ 60,000.00	\$ 1,200.00	\$ 4,800.00
15.	Allowance for electric utility charge to install new overhead service. Exact amount will be reimbursed to Contractor upon submittal of invoice from Utility Service Provider.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
16.	Allowance for electrical coordination.	ALLOW	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL AMOUNT OF BASE BID =				\$ 634,469.00		\$ 703,080.00		725,065.26	
TOTAL NO. OF CALENDAR DAYS TO COMPLETE PROJECT =				180		180		120	



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Brooke Lindemann
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	McDonald Municipal & Industrial -A Division of C.F. McDonald Electric, Inc.			
Business Name (if different from legal name)				
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC	<input type="checkbox"/> Partnership	Age in Business?	
	<input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Tax Exempt	69 years	
Federal ID # or S.S. #	74-1540453	SAM.gov	Unique Entity ID # TKYJJDMT2D49	
SAM.gov CAGE / NCAGE	OHRF6			
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____			
Remittance Address	5044 Timber Creek Drive			
City/State/Zip	Houston, Texas 77017			
Physical Address	Same			
City/State/Zip				
Phone Number	713-921-1368			
E-mail	WayneB@mcdonaldinc.com			
Contact Person	Wayne Berkenmeier			
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 _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000	<u>X</u>
NAICs codes (Please enter all that apply)	238210			
Signature of Authorized Representative				
Printed Name	Wayne Berkenmeier			
Title	Vice President Special Projects			
Date	12/09/2025			

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 GENERAL REQUIREMENTS:

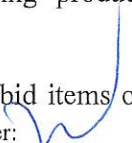
- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, 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 Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. 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 corrective 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.

If a pricing form in Excel is included and/or 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 flash drive. The Excel file on the 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 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 all completed bids 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.
- 1.6 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 Tyler Kendziora, Senior Buyer, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: Tyler.Kendziora@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

Initials of Bidder: _____

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 it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Tuesday, December 2, 2025 at 9:00AM (central)** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

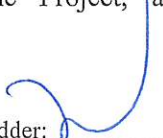
- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include, clients' name, contact person and telephone number.
- 1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so have been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend 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.
- 1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. 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. 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.
- 1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 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.
- 1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or
Initials of Bidder: 

services are the most efficient and/or most economical for Fort Bend 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.

- 1.14 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 Fort Bend 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.
- 1.15 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 its responsibility.
- 1.16 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.

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete the construction of Bates Allen Park Electrical Infrastructure Expansion, located at 630 Charlie Roberts Ln., Kendleton, Texas, 77451 hereinafter referred to as the "Project," as specified herein.

Initials of Bidder: 

- 2.1 *Work* means the procurement, delivery and proper construction and/or installation of all materials and facilities and associated appurtenances necessary to fulfill the winning bidder's obligations (hereinafter the "Contractor") under the Contract as awarded for the Project specified herein, including the coordination and administration of all services necessary for Contractor, and/or its agents and/or subcontractors, to fulfill Contractor's obligations under the Contract.

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Tuesday, November 25, 2025 at 9:00 AM (CST)**. The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All bidders are encouraged to attend. A site visit will be conducted after the conference, if necessary.

4.0 LIQUIDATED DAMAGES:

The County and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the work is not complete on time. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the County \$250.00 for each day that expires after the time specified herein for completion until the Work is complete, unless contract time has been adjusted by extension of time approved by Commissioner's Court.

The Contractor will be placed on one (1) year probation if liquidated damages are accrued. During the probation period, if the Contractor accrues liquidated damages on another project, they will be disqualified from being awarded any County work for two (2) years.

5.0 COMPLETION TIME & PAYMENT:

- 5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.
- 5.2 Based upon Applications for payment submitted to the County Auditor, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.
- 5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.
- 5.2.2 Provided a customary, accurate and complete application for payment is received by the County Auditor not later than the 15th day of a month, Fort Bend County shall make payment of all undisputed amounts to the Contractor not later than the 15th day of the next month. If an application for payment is received by the County Auditor after the application

Initials of Bidder: _____

deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the County Auditor receives the application for payment.

5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:

5.2.4.1 Take that portion of the contract sum properly allocable to completed project less retainage of ten percent (10%) if the total project value is less than \$5 Million; OR less retainage of five percent (5%) if the total project value is \$5 million or more, per Texas Local Government Code, Section 2252.032(b).

5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less the appropriate retainage of five percent (5%) or ten percent (10%) as indicated above in Section 5.2.4.1.

5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

Upon substantial completion of the Project, add a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine should be deducted for incomplete work and unsettled claims.

5.2.4.5 Final payment, constituting the entire unpaid undisputed balance of the contract sum, shall be made by Fort Bend County to the Contractor when Fort Bend County and the Contractor agree that the Contract has been fully performed by the Contractor.

5.3 Before the first application for payment, the Contractor shall submit to the Parks Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Parks Department may require. This schedule, unless objected to by the Parks

Initials of Bidder: _____

surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects, the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

9.0 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.

10.0 INSURANCE:

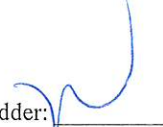
10.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business 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.

10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (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:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.2.2 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.

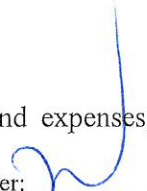
10.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations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

Initials of Bidder: 

- 10.2.4 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.
- 10.8 Builder's Risk Insurance: Contractor is required to provide proof before a Purchase Order is issued for this project and keep in full force and effect until the Transfer Date, 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 Contractor, 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 Transfer 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 Contractor, Architect, subcontractors of any tier and Owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.


11.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses,

Initials of Bidder: 

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.

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 11.6 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 may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 11.7 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.

Initials of Bidder:  _____

12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times. 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: TX20250247 07/04/2025
Superseded General Decision Number: TX20240247

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.275 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Initials of Bidder:  _____

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025
2	03/14/2025
3	05/16/2025
4	07/04/2025


	Rates	Fringes
*ASBE0022-009 07/01/2024		
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 30.20	12.38
*BOIL0074-003 01/01/2025		
BOILERMAKER	\$ 33.17	24.92
*CARP0551-008 04/01/2021		
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 33.27	9.73
ELEC0716-005 08/26/2024		
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 36.50	10.51
ELEV0031-003 01/01/2025		
ELEVATOR MECHANIC	\$ 53.59	38.435+a+b
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 04/01/2024

POWER EQUIPMENT OPERATOR Cranes	\$ 39.47	10.39
------------------------------------	----------	-------

Initials of Bidder: 

Fort Bend County Bid 26-022

IRON0084-002 06/01/2024

IRONWORKER (ORNAMENTAL AND STRUCTURAL) \$ 28.26 8.13
PLAS0783-001 04/01/2023

PLASTERER \$ 31.34 10.30
PLUM0068-002 10/01/2024

PLUMBER \$ 39.98 11.61

PLUM0211-010 10/01/2024

PIPEFITTER (Including HVAC Pipe Installation) \$ 41.14 11.86

SHEE0054-003 04/01/2020

SHEET METAL WORKER (Excludes HVAC Duct and Unit
Installation) \$ 29.70 13.85

*SUTX2014-023 07/21/2014

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

Initials of Bidder: 

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

Initials of Bidder: 

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.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage

Initials of Bidder: 

determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"", or ?SC? denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. 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. The date 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

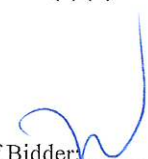
A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

Initials of Bidder: 

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

Initials of Bidder:  _____

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and 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

13.0 PERMITS:

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

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

14.1 Preconstruction Work. Contractor shall do (or cause to be done) the following as preconstruction work:

14.1.1 On written demand as requested by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

14.1.2 On written demand as requested by Fort Bend County, review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

14.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:

14.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.

14.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

Initials of Bidder: 

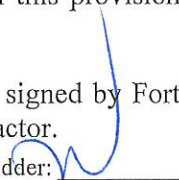
there over. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

14.4 Changes.

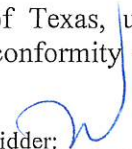
14.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

14.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.

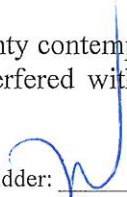
Initials of Bidder: 

- 14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.
- 14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.
- 14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.
- 14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with

Initials of Bidder: 

activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

- 14.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 14.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.
- 14.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 14.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.
- 14.15 Delay, Disruption or Hindrance Damages. Contractor and the County contemplate that Contractor's performance may be delayed, disrupted or interfered with by unanticipated causes including but not limited to the following:

Initials of Bidder:  _____

- 14.15.5 No exemplary damages or unjust enrichment damages shall be recoverable.
- 14.15.6 No recovery of attorney's fees shall be recoverable except as expressly permitted under the Agreement.
- 14.15.7 No profit will be allowed on any damage claim, except as expressly recoverable under the Agreement as Fee on Cost of the Work incurred.
- 14.15.8 Notwithstanding any other damage limitation herein the County and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Contractor if the County is found to have intentionally interfered with Contractor's performance of the Work by fraud, misrepresentation, gross negligence, or intentional arbitrary or capricious acts and/or omissions. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages (in lieu of any other remedy or damages) for delay, disruption or hindrance (but not as a penalty) the County shall pay the Contractor \$250.00 for each day that a court of competent jurisdiction finds the County's conduct referenced in Section 14.15 (above) is the sole cause of Contractor's delay in completing the Work.

15.0 TERMINATION:

- 15.1 Fort Bend County may terminate the Contract for cause if the Contractor:
 - 15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
 - 15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
 - 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
 - 15.1.4 Otherwise commits substantial breach of a provision of the Contract Documents.
- 15.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

Initials of Bidder: 

- 15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
- 15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.
- 15.2.3 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

15.3 Termination for Convenience of Fort Bend County

Fort Bend county reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply.

- 15.3.1 The County will notify Contractor in writing of the county's determination to terminate the contract for convenience and the effective date of the Contract termination. The notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.
- 15.3.2 Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any dispute in determining or adjusting any amounts due at that point in the Contract:
 - 15.3.2.1 Stop all work.
 - 15.3.2.2 Place no further subcontracts or orders for materials or services.
 - 15.3.2.3 Terminate all subcontracts for convenience.
 - 15.3.2.4 Cancel all materials and equipment orders as applicable.
 - 15.3.2.5 Take appropriate action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.
 - 15.3.2.6 When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work executed. Contractor may not claim lost profits or lost business opportunities.

- 15.4 Settlement on Termination. When the Contract is terminated by the County under 15.3, at any time prior to one hundred eighty (180) days after the effective date of

Initials of Bidder: _____

termination, Contractor shall submit a final termination settlement proposal to the County based upon recoverable costs as provided under the Contract. If Contractor fails to submit the proposal within the time allowed, the County may unilaterally determine the amount due to Contractor because of the termination and pay the determined amount to Contractor.

16.0 COMPLETION, TRANSFER, & ACCEPTANCE:

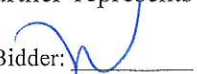
- 16.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.
- 16.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

- 17.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.
- 17.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
 - 17.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
 - 17.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 17.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

18.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents

Initials of Bidder: 

that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

19.0 NOTICE

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Parks Department, 301 Jackson, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.
- 19.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

20.0 RECORDS:

- 20.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 20.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

21.0 SUCCESSORS & ASSIGNS:

- 21.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 21.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.
- 21.3 Nothing herein shall be construed as creating any personal liability on the part of

Initials of Bidder: _____

any officer or agent of any public and/or governmental body that may be a party hereto.

22.0 PUBLIC CONTACT:

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

23.0 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.

24.0 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.

25.0 SEVERABILITY:

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

26.0 GOVERNING FORMS:

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.

27.0 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 Contract is deemed to be a separate contract for Texas tax purposes,

Initials of Bidder:

and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

28.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

29.0 APPLICABLE LAW & VENUE

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

30.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within _____ calendar days (maximum 180 days)** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Parks Department.

31.0 AWARD:

This contract will be awarded to the overall lowest and best bid.

32.0 TEXAS ETHICS COMMISSION FORM 1295:

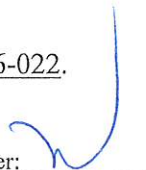
32.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, 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/filinginfo/1295/>

32.2 On-line instructions:

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

32.2.2 Identification number used by the governmental entity is: B26-022.

Initials of Bidder: _____



32.2.3 Description is the title of the solicitation: Construction of Bates Allen Park Electrical Infrastructure Expansion

32.3 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.

33.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

33.1 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 Agreement.

33.2 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.

34.0 HUMAN TRAFFICKING:

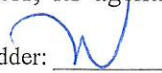
By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws

35.0 INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS

Indemnity for certain bodily injury or death claims. To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless the county from and against all claims, losses, expenses, costs, demands, suits, causes of action, and damages, including without limitation, attorneys' fees and expenses, for bodily injury or death of any employee of contractor, its agents, or its subcontractors of every tier, even if the bodily injury or death is caused by or alleged to have been caused by the sole or partial negligence, fault or strict liability of any indemnitee.

Indemnity for all other claims. For all claims not addressed in the preceding section or section 11.0 above, including, without limitation, claims for damage to or loss of use of property and claims for bodily injury to or death of any person other than that addressed in the immediately preceding section, to the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless the county from and against all claims, losses, expenses, costs, demands, suits, causes of action, and damages, including without limitation, attorneys' fees and expenses, of any nature whatsoever arising out of or related to this contract or the work to be performed under this contract, but only to the extent of the negligence or other fault of the contractor, its agents,

Initials of Bidder: _____



representatives, employees or subcontractors of any tier.

36.0 AGREEMENT TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT

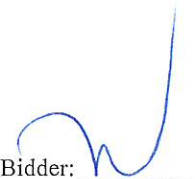
To the maximum extent allowed by law, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration under the Federal Arbitration Act, 9 U.S.C. § 1, et seq. administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. For cases in which the amount in controversy is less than \$250,000, there shall be no discovery other than an expeditious and complete exchange of documents relative to the dispute. For cases in which the amount in controversy is between \$250,000 and \$1,000,000, there shall be no discovery except for an expeditious and complete exchange of such documentary information and up to three (3) depositions per side (including expert depositions, if any). For cases in which the amount in controversy exceeds \$1,000,000, there shall be no discovery except for an expeditious and complete exchange of such documentary information up to five (5) depositions per side (including expert depositions, if any). No formal interrogatories, request for admissions or formal request for production of documents shall be allowed in the arbitration process. The hearing on the merits will be completed no later than ninety (90) days after the initial demand for arbitration is made for disputes involving amounts in controversy of up to \$250,000; no later than no later than one hundred twenty (120) days after the initial demand for arbitration is made for disputes involving amounts in controversy of between \$250,000 and \$1,000,000; and, no later than three hundred sixty five (365) days after the initial demand for arbitration is made for disputes involving amounts in controversy of over \$1,000,000.

37.0 ADDITIONAL REQUIRED FORMS:

All vendors submitting are required to complete and return with submission

- 37.1 Required Proof of Insurance
- 37.2 Vendor Form
- 37.3 W9 Form
- 37.4 Tax Form/Debt/Residence Certification
- 37.5 Contractor Acknowledgement of Stormwater Management Program
- 37.6 Electronic Excel file of Pricing Form on flash drive and printed hard copy

Initials of Bidder: _____



38.0 EXHIBIT:

Exhibit I: Project Manual

Exhibit II: Plans

Initials of Bidder: _____

Handwritten initials in blue ink, appearing to be 'm' or 'n' with a vertical stroke extending upwards.

**Contract Sheet
Bid 26-022**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 8 day of January, 2026,
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
McDonald Municipal & Industrial (hereinafter designated Contractor).
A Division of C.F. McDonald Electric, Inc.
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Construction of Bates Allen Park
Electrical Infrastructure Expansion** 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 8 day of January 2026.

Fort Bend County, Texas

By: KP George
County Judge, KP George

By: [Signature]
Signature of Contractor

By: Wayne Berkenmeier, VP Special Projects.
Printed Name and Title

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 5044 Timber Creek Drive	Requester's name and address (optional)
6 City, state, and ZIP code Houston, TX 77017	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-			
-	-	-	-								
or											
Employer identification number											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;">7</td> <td style="width: 25%; height: 20px;">4</td> <td style="width: 25%; height: 20px;">-</td> <td style="width: 25%; height: 20px;">1</td> <td style="width: 25%; height: 20px;">5</td> <td style="width: 25%; height: 20px;">4</td> <td style="width: 25%; height: 20px;">0</td> <td style="width: 25%; height: 20px;">4</td> <td style="width: 25%; height: 20px;">5</td> <td style="width: 25%; height: 20px;">3</td> </tr> </table>	7	4	-	1	5	4	0	4	5	3	
7	4	-	1	5	4	0	4	5	3		

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 11/14/2025
------------------	----------------------------	--------------------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Job No.: Bates Allen Park Electrical Infrastructure Expansion

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

Taxpayer Identification Number (T.I.N.): 74-1540453

Company Name submitting Bid/Proposal: McDonald Municipal & Industrial -A Division of C.F. McDonald Electric, Inc.

Mailing Address: 5044 Timber Creek Drive Houston, Texas 77017

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

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business
None

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

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
<u>None</u>	

* This is the property account identification number assigned by the Fort Bend County Appraisal District.
** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?
Yes No If yes, attach a separate page explaining the debt.

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that McDonald Municipal & Industrial
A Division of C.F. McDonald Electric, Inc. is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Houston, Texas.
[Company Name] [City and State]



McDonald Municipal & Industrial – A Division of C.F. McDonald Electric, Inc.
Reference Sheet

ALL REFERENCES BELOW ARE 15KV DISTRIBUTION PROJECTS

Project: Pflugerville Surface Water Treatment Plant Generator
Budget: \$ 7,000,000
Owner/Engineer: City of Pflugerville
Name: Brandon Pritchett
Phone: 512-990-6402
Email: brandonp@pflugervilletx.gov

Project: Kashmere Bus Operating Facility Transformer Rehabilitation
Budget: \$ 3,500,000
Owner/Engineer: Metro
Name: Rumi Mustaque
Phone: 713-615-6217
Email: mustaque.rumi@ridemetro.org

Project: Installation of Redundant Power to Serve Wharves 4, 5 & 6
and Wheeled Reefer Power Supply at Barbour's Cut Terminal
Budget: \$ 7,135,469
Owner/Engineer: Port of Houston Authority
Name: Josh Keller
Phone: 281-330-3364
Email: jkeller@porthouston.com

Respectfully,

Wayne Berkenmeier
Vice President Special Projects

Search All Words e.g. 1686N020Q02

Search Results Saved Searches Active

Filter By +

Entity Information < All Entity Information Entities Disaster Response Registry Responsibility / Q

Showing 1 - 1 of 1 results

MCDONALD C F ELECTRIC INC Active Registration

Unique Entity ID	CAGE Code	Physical Address
TKYJDM72D49	0HRF6	5044 TIMBER CREEK DR, HOUSTON, TX 77017 USA

Sort by

- Relevance
- Entity
- Expiration Date
Feb 12, 2026
- Purpose of Registration
All Awards



TEXAS DEPARTMENT OF LICENSING & REGULATION

Licensing Division • PO Box 12157 • Austin, Texas 78711 • (512) 463-6599 • Fax (512) 475-2871

www.tdlr.texas.gov

C F MCDONALD ELECTRIC INC
5044 TIMBER CREEK DR
HOUSTON, TX 77017-5954

The Texas Department of Licensing and Regulation (TDLR) is responsible for licensing and regulating a broad range of occupations, businesses, facilities, and equipment in Texas. Our purpose is to protect the health and safety of Texans and ensure they are served by qualified professionals. We foster a predictable regulatory climate and avoid unreasonable government interference. In all of these endeavors, we:

- are open and transparent;
- apply clear, consistent, and common-sense standards;
- keep costs low and efficiency high; and
- deliver exceptional customer service.

TDLR's Mission:

To earn the trust of Texans every day by providing innovative regulatory solutions for our licensees and those they serve.

TDLR's Vision:

To be the best at creating 'next' practices that deliver low-cost licensing and regulatory services and an exceptional customer experience.

TDLR's Core Values:

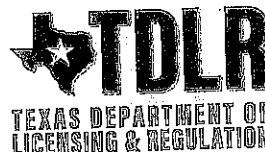
Accountability
Customer Service
Innovation
Integrity
Open and Free Communication
Respect
Teamwork

For assistance contact Customer Service
Customer.service@tdlr.texas.gov
512-463-6599
800-803-9202 (toll free statewide)

Visit us on the web at www.tdlr.texas.gov

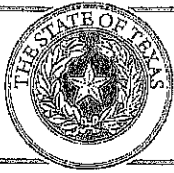
STATE OF TEXAS
C F MCDONALD ELECTRIC INC

ELECTRICAL CONTRACTOR



LICENSE NUMBER 18339
EXPIRES 08/12/2026

TEXAS DEPARTMENT OF LICENSING & REGULATION



TEXAS DEPARTMENT OF LICENSING & REGULATION

Licensing Division • PO Box 12157 • Austin, Texas 78711 • (512) 463-6599 • Fax (512) 475-2871

www.tdlr.texas.gov

LARRY G STEPHENSON
5044 TIMBER CREEK DR
HOUSTON, TX 77017-5954

The Texas Department of Licensing and Regulation (TDLR) is responsible for licensing and regulating a broad range of occupations, businesses, facilities, and equipment in Texas. Our purpose is to protect the health and safety of Texans and ensure they are served by qualified professionals. We foster a predictable regulatory climate and avoid unreasonable government interference. In all of these endeavors, we:

- are open and transparent;
- apply clear, consistent, and common-sense standards;
- keep costs low and efficiency high; and
- deliver exceptional customer service.

TDLR's Mission:

To earn the trust of Texans every day by providing innovative regulatory solutions for our licensees and those they serve.

TDLR's Vision:

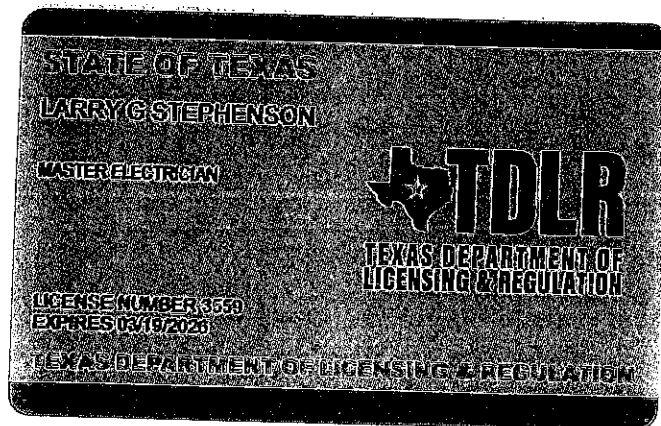
To be the best at creating 'next' practices that deliver low-cost licensing and regulatory services and an exceptional customer experience.

TDLR's Core Values:

- Accountability
- Customer Service
- Innovation
- Integrity
- Open and Free Communication
- Respect
- Teamwork

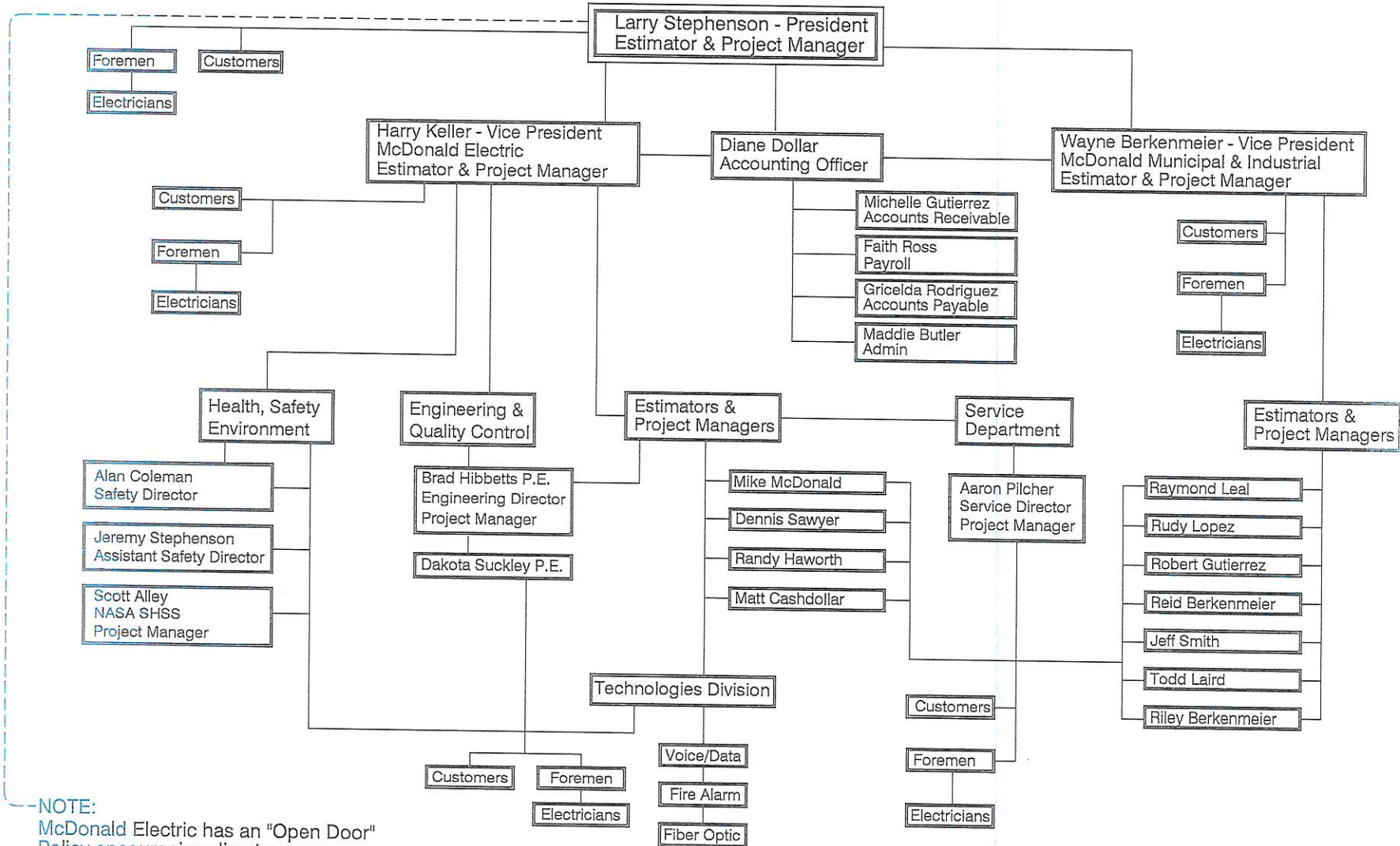
For assistance contact Customer Service
Customer.service@tdlr.texas.gov
 512-463-6599
 800-803-9202 (toll free statewide)

Visit us on the web at www.tdlr.texas.gov



452402410000320101

C.F. McDonald Electric, Inc. - Personnel Organizational Chart



NOTE:
McDonald Electric has an "Open Door"
Policy encouraging direct access
to the President, Larry Stephenson.

MINUTES OF MEETING
OF
BOARD OF DIRECTORS
OF
C. F. McDONALD ELECTRIC, INC.

A meeting of the Board of Directors of the Corporation as held on this date at the time and place set forth in the written Waiver of Notice signed by the President, fixing such time and place.

The following Corporate Officers were present:

Larry G. Stephenson, President
Harry Keller, Vice President
Diane Dollar, Secretary/Treasurer
Wayne Berkenmeier, Vice President Special Projects

The meeting was called to order by Larry G. Stephenson.

On the day, July 16, 2025, it was moved, seconded, and unanimously carried that the Board reaffirm the resolution dated May 1, 2014, authorizing Wayne Berkenmeier to sign, alone, any and all bid proposals, contracts, and other legal documents of C.F. McDonald Electric, Inc. and/or McDonald Municipal and Industrial, a division of C.F. McDonald Electric, Inc.

On the day, July 16, 2025 it was moved, seconded, and unanimously carried that Latricia Michelle Brooks, as Assistant to the Secretary, shall have the authority to Attest, Witness, Notarize or otherwise Authenticate the signature of Wayne Berkenmeier and/or McDonald Municipal and Industrial a Division of C. F. McDonald Electric, Inc., provided, however, Latricia Michelle Brooks shall **NOT** have the authority to sign, alone, any bid proposals, contracts or other legal documents binding C.F. McDonald Electric, Inc. and/or McDonald Municipal and Industrial a Division of C.F. McDonald Electric, Inc.

There being no further business to come before the meeting, upon motion dually made, seconded, and unanimously carried, it was adjourned

Larry G. Stephenson
President

Attest:


Diane Dollar

**CHARLIE ROBERTS ROAD POWER EXTENSION
ELECTRICAL SERVICE TO SERVE BATES ALLEN PARK,
CITY OF KENDLETON E.T.J., FORT BEND COUNTY, TEXAS
BID NO. B26-022 ADDENDUM #1
BID FORM**

Item No.	Item Description	Unit	Est. Quantity	Unit Price	Total Amount
BASE BID					
1.	Mobilization and set-up necessary equipment, including insurance and bond costs, (Maximum 5% Amount Bid), complete and in place	LS	1	\$ 31,000.00-	\$ 31,000.00 -
2.	Restoration of asphalt and landscaping, complete and in place	LS	1	\$ 50,000.00-	\$ 50,000.00 -
3.	Provide and install sectionalizing cabinet(s) including, but not limited to, concrete foundation, grounding, and all ancillary devices as shown on construction drawings, complete in place as specified.	EA	3	\$ 50,000.00-	\$ 150,000.00 -
4.	Provide and install main switchgear, incoming service, utility metering, coordination with utility, and all other work not specified under other bid items, complete in place as specified.	LS	1	\$ 130,974.00-	\$ 130,974.00
5.	Provide and install 4" conduit with 3-#2 + #6 GND, 15 kV aluminum cable, complete as specified.	LF	2,352	\$ 40.00 -	\$ 94,080.00-
6.	Provide and install 4" conduit with 2-#2 + #6 GND, 15 kV aluminum cable, complete as specified.	LF	95	\$ 37.00 -	\$ 3,515.00-
7.	Provide and install 300 kVA pad-mounted transformer, including concrete foundations and secondary conduit stub-outs, grounding, and all ancillary devices as shown on construction drawings, complete in place as specified.	LS	1	\$ 50,000.00-	\$ 50,000.00-
8.	Provide and install 50 kVA pad-mounted transformer, including concrete foundations and secondary conduit stub-outs, grounding, and all ancillary devices as shown on construction drawings, complete in place as specified.	LS	1	\$ 20,000.00-	\$ 20,000.00 -
9.	Provide and install bollard, complete as specified.	EA	5	\$ 1,000.00-	\$ 5,000.00-
10.	4" PVC DR-14 restrained joint by trenchless method, complete and in place	LF	200	\$ 30.00-	\$ 6,000.00-
11.	Solid sod with St. Augustine grass, provide watering until vegetation establishment in accordance with Fort Bend County criteria, complete and in place	SF	1,200	\$ 7.00-	\$ 8,400.00-
12.	Hydromulch seeding, provide watering until vegetation establishment in accordance with Fort Bend County criteria, complete and in place	AC	1.5	\$ 3,000.00-	\$ 4,500.00-
13.	Sawcut Asphalt, complete and in place	LF	1,200	\$ 40.00 -	\$ 48,000.00-
14.	Bore pit for drainage ditch crossing, complete and in place	EA	4	\$ 2,000.00-	\$ 8,000.00-
15.	Allowance for electric utility charge to install new overhead service. Exact amount will be reimbursed to Contractor upon submittal of invoice from Utility Service Provider.	LS	1	\$ 5,000.00	\$ 5,000.00
16.	Allowance for electrical coordination.	ALLOW	1	\$ 20,000.00	\$ 20,000.00
TOTAL AMOUNT OF BASE BID =				\$ 634,469.00	25,000.00
TOTAL NO. OF CALENDAR DAYS TO COMPLETE PROJECT = (CONTRACTOR TO SPECIFY) *TOTAL MAY NOT EXCEED 180 DAYS				*** <small>*Not to Exceed 180 Calendar Days</small>	

***. We have included monies in our proposal for specified and "equal" products that we are able to procure quickly so that we can complete the work in 160 days. Please note that the specified 15KV cable is currently available but in the event that it is sold an unavailable when we place our cable order, we may not be able to complete the project in 180 Days. Upon notification from the County that we will be awarded a contract we will immediately place the order to secure it while we wait on contracts to be executed.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2025-1393844

Date Filed:
11/26/2025

Date Acknowledged:
01/08/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
McDonald Municipal & Industrial A Division of C.F. McDonald Electric, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-022
Bates Allen Park Electrical Infrastructure Expansion

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stephenson, Larry	Houston, TX United States	X	
	Keller, Harry	Houston, TX United States	X	
	Berkenmeier, Wayne	Houston, TX United States	X	
	Dollar, Diane	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)