



Invitation For Bid- #2021-1-52  
Allen Event Center South Parking Garage Lighting  
Due March 25, 2021 3PM Central Time

**Eco Engineering Inc**

Jenifer Parke

11815 Highway Drive Suite #600 Cincinnati, Ohio 45241

Texas Address: 2605-30 North Calumet Drive Houston Texas 77004

716-863-9946

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## **Required Forms to Be Returned with the Bid**

Executive Summary *****	page 3
a. Certificate of Insurance *****	page 4 -5
b. Affidavit of No Prohibited Interest *****	page 6
c. Bidders Qualification Statement with the references *****	page 7-21
d. Conflict of Interest Questionnaire *****	page 22-23
e. Schedule of Subcontractors *****	page 24
f. Workforce Composition *****	page 25-27
g. Bid Form *****	page 28
h. Bid Endorsement Page *****	page 29
i. Standard Form Agreement *****	page 31-34
j. Bid Bond of 5% of total project due with bid submittal *****	page 35-37
Signed addendums (1&2) *****	page 38-43
Cooperative Business agreement form *****	page 44

## Executive Summary:

Eco Engineering is proud to present our qualifications and response to City of Allen Purchasing Invitation for Bid #2021-1-52- Allen Event Center South Parking Garage Lighting for consideration. Eco Engineering is a privately held corporation headquartered in Ohio that provides services across the United States and Canada. Founded in 1993, we have grown to one of the largest independent design-build engineering (DBE) firms in the United States focused exclusively on energy efficient lighting upgrades. Since an ownership change in 1998, Eco Engineering has successfully completed more than 2,800 energy efficient lighting projects involving approximately 250 million square feet of facility upgrades. These geographical dispersed projects have delivered more than \$500 million in cumulative energy savings to our customers while reducing energy consumption by a combined 5 billion kilowatt hours. Since 2012 and specifically for public sector clients, we have performed over 270 projects totaling in excess of \$130 million. Our industry experience includes commercial real estate, consumer goods and services, education, financial services and insurance, freight and distribution, government, healthcare, hospitality, manufacturing and industrial, pharmaceutical and retail facilities.

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*Eco Engineering is a leader in our industry by valuing our employees and delighting our customers.*

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Eco Engineering's team delivers unmatched strength in all areas of audit, design, and implementation of comprehensive and innovative lighting solutions. We lead our industry by valuing our employees and delighting our customers. We support the communities where we live and work and our relentless pursuit of leading-edge energy saving solutions help our customers to reduce operating costs while conserving the world's natural resources.

Through our **core values**, we:

- are only satisfied when our customers are delighted
- continually improve our people, our services, and processes by standardizing, simplifying, and automating our work - people are most important
- value innovation, openness, honesty, and integrity
- collaborate with our suppliers and subcontractors
- run our business on diverse ideas - if an idea is great, we adopt it; if not, we learn from it
- value quality and safety - plan to do things right the first time
- take pride in our work - seek to be the best

We believe in maximizing the significant potential for saving money associated with all energy efficient systems, designs, maintenance, and technologies. More than just the "industry" where Eco Engineering operates, energy efficiency is a dynamic and ever-changing landscape which is imbedded in our business and our culture. We pride ourselves on providing high levels of customer satisfaction, maintaining the highest of business and professional standards/ethics, and performing all our jobs safely.

Included within is Eco Engineering's official response to highlight the City of Allen Purchasing invitation for Bid #2021-1-52 our company, our team and our approach, as well as our qualifications and experience. We look forward to working together to create value for your team and ultimately leaving the Allen Event Center South Parking Garage Lighting project team delighted with our results.

**EXHIBIT 2**  
**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Eco Engineering Inc  
**Name of Contractor**

By: Jennifer J. Parke  
**Signature**

Jenfier J. Parke  
**(Print Name)**

Sales Director  
**(Title)**

STATE OF TEXAS                   §

COUNTY OF \_\_\_\_\_ §

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Notary Public, State of Texas**

**Exhibit 3**  
**Bidder's Qualification Statement with References**

Solicitation Number: IFB-2021-1-52

Full Legal Name of Company: Eco Engineering Inc

The company is a (choose one):

- A.        **Sole Proprietorship:** List the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

\_\_\_\_\_  
\_\_\_\_\_

- B.        **General Partnership:** List the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

\_\_\_\_\_  
\_\_\_\_\_

- C.        **Limited Partnership:** List the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

\_\_\_\_\_  
\_\_\_\_\_

- D.   X   **Corporation:** List the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

Eco Engineering Inc- 11815 Highway Drive Suite #600 Cincinnati Ohio 45241 Hamilton County  
Thomas Kirkpatrick President/CEO Robert McCoy CFO Emily Gandee Secretary

- E.        **Other:** List the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

\_\_\_\_\_  
\_\_\_\_\_

State and Date of Incorporation, Partnership, Ownership, Etc. Ohio 03/01/1993

Is the company registered with the Texas Secretary of State? No

Is the company a publicly traded business? \_\_\_ Yes X No If yes, where? \_\_\_\_\_

Liability Insurance Provider and Limits of Coverage: Valley Forge Insurance Co.

Workers compensation Insurance Provider: American Casualty of Reading Pennsylvania

Address: 312 Elms St 24th Floor Contact and Phone: Todd Chapman  
Cincinnati, Ohio 45202 513-852-6375

Is the company a minority, or woman owned business enterprise?

X No \_\_\_ Yes if yes, specify: \_\_\_ MBE \_\_\_ WBE \_\_\_ Other

Has the company been certified as a minority/woman owned business by any governmental agency? X No \_\_\_ Yes

If yes, specify the governmental agency & date of certification:

Number of Years in Business as a Contractor on Above Types of Work: 28 years

Has your organization ever failed to complete any work awarded to it? No

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? No

Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years? No

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? No

(If the answer to any of the questions is yes, please attach details)

Bank References (List Institution, Address, Contact Person, and Phone):

Key Bank 301 East Fourth St Suite 2900 Cincinnati, Ohio 45201 Brian Morrissey 513-830-1283

### Minimum Qualifications and Required Documents with Bid Submittal:

- A qualified bidder will have a minim of 5-years' experience doing related work
- Provide a list at least three current reference for projects which are similar in size and complexity from the private or public sector, the dollar value of the projects, the contracting entity, and the length of the project.
- Provide a 1-page statement of qualifications or resume for the Project Manager, Operations Manager, or other Project Lead person(s) who will be assigned to the management of this contract.

List of agreements/contracts, with like information.

Additional Sheets if Necessary)


Project	Year	Client	Reference	Scope
Alamo Colleges <b>Project: \$420,495</b> Sq. Ft. large portion of the design exterior	2016 on-going	Alamo Colleges  Alpha Building Corp – Alamo Colleges –	Joey Dinscore, Project Coordinator Phone: 210-296-5310 Amy Bricker, Project Manager Phone: 210-767-0955	LED interior and exterior retrofits on 7 campuses
West Virginia University <b>Project: \$5.1M</b> <b>Phases 1-4</b> Design Plan underway for Phase 5 Sq. Ft. >4M	2019	Siemens 2231 Crystal Drive, Suite 700 Arlington, VA 22202	Lisa Barber, Strategic Account Manager Phone: 412 419-5811	Campus-wide LED interior and exterior
Slippery Rock University <b>Project: \$2.4M</b> <b>Phase 1</b> Sq. Ft. >1.5M	2018	Honeywell 1232 Dayton-Yellow Springs Rd. Fairborn, OH 45324	Chris Hess, Project Manager Phone: 419-246-1066	Campus-wide LED interior and exterior
Modesto Schools District <b>Phases 1-9 \$8.9M</b>	2017-2019	Johnson Controls 5757 North Green Bay Avenue Milwaukee, WI 53201	Renee Goodwin, Project Manager Phone: 661-477-9672	Districtwide LED interior and exterior
*University of Louisville <b>Phases 1-3 \$8.6M</b> <b>Sq. Ft. &gt;5M</b> <b>Note:</b> Due to technology advances we progressed from fluorescent to LED design solutions.	2012-2016	Siemens 11001 Bluegrass Parkway, Suite 320 Louisville, KY	Michael Azzara, Business Development Manager Phone: 502 741-0397 Currently with Honeywell	Campus-wide LED interior and exterior

## **Project Operations Team- (Bio's- Resume)**

### **Clint Gonzales, Director, Operations**

Clint Gonzales joined Eco Engineering in 2007 bringing over 25 years of experience in the electrical and lighting industry. Clint currently leads the Operations Department at Eco Engineering. Clint previously served as Division Manager of Precede, the unit responsible for turnkey lighting installations at Acuity Brands. During this tenure, he served as the manager of the department responsible for all aspects of lighting installations among several National Accounts.

Clint began his carrier as an electrician in 1981. In 1987, he began working for a small lighting retrofit installation company which grew into a multi-million-dollar business before being sold to a public company. His duties have grown from personally managing installations to developing lighting audit and project management processes for large scale projects involving Fortune 500 customers. His experience in project management and lighting installations has led to the successful completion of over 4,000 energy efficient lighting projects covering the retail, industrial, commercial, and government sites.



*Eco Engineering is a force for good.  
We lead our industry by valuing  
our employees and delighting our  
customers.*

Clint has been a licensed electrician for more than 30 years and currently holds a Master Electrical license. He also is the qualified party for numerous state contractor licenses.

### **Hari Krishna, Manager, Engineering & Programs (PE)**

Hari Krishnamurthy joined Eco Engineering in 2005 after completing his Master of Science Degree in Electrical Engineering from the University of Cincinnati, where he achieved distinctive recognition for design work in the wave Electronics Laboratory and with his work as a graduate assistant in the Student Services area. A recipient of numerous awards, including the University Graduate Scholarship, a Teaching Assistantship, Hari also contributed through participation in the Institute of Electrical and Electronics Engineers. Mr. Krishnamurthy's undergraduate degree is from the University of Madras.

Hari serves as the "Engineer-in-Charge" of Eco Engineering, encompassing complete responsibility for all professional engineering activities on behalf of customers.

### **Ron Bednorz, Senior Project Manager**

Ron Bednorz joined Eco Engineering Inc in 2014. Ron has 40 years of electrical experience with 16 years of that in the lighting and electrical conservation programs. Including Sports lighting complex, HVAC VFD Drives, solar systems installations, and various lighting projects along with designing and installing Building Automation systems. Ron has active role in managing in house crews along with Sub Contractor crews on medium to large retail, industrial, and manufacturing plants and schools doing interior and exterior lighting retrofits some for National Accounts and some being ESCO. Ron was Project Manager responsible for the installation of ALL exterior street and parking lot lighting at Texas A&M in College Station.

Ron Bednorz currently holds Electrical Masters license in 3 states **Texas, New Mexico, and New Jersey**



## **Project Sales Team- (Bio's- Resume)**

### **Douglas Golden, Head of C&I Business Development**

Doug Golden brings over 15 years of energy market experience to the Eco Engineering team. He has responsibility for leading the company's efforts for business development to Fortune 1000 organizations expanding the Lighting as a Service (LaaS) platform and leading the company's emerging non-lighting project development group.

Prior to joining Eco Engineering, Doug served as Director of Business Development for Metrus Energy, a market leader in the "Efficiency as a Service" space. For most of the 12 years proceeding Metrus, Doug served as Managing Director and co-founder of NRG Energy's Business Solutions group where he led a team responsible for the development and sale of products and services including large-scale distributed generation assets (solar and CHP), EV charging infrastructure, demand response and energy efficiency to national retailers, restaurant, hospitality, and commercial real estate clients. He previously served NRG a Regional Director where he directed a group responsible for electricity sales to some of the most recognizable corporate brands and Fortune 500 firms in the U.S. Doug holds a BS in Economics from Syracuse University and is involved with numerous non-profit organizations.

### **Jenifer Parke, Sales Manager**

Jenifer (Jen) Parke is known in the energy & services industry for driving energy reduction methods focusing on sustainability, standardization, cost analysis, and the customer experience. She is the kind of person everyone wants on the team. She is quick to lend a helping hand and truly enjoys supporting those around her. She is especially handy when it comes to energy reduction & sustainability projects. Her specialties and areas of focus are business development, relationship building, solution based sales, and being a force for good for the environment. She has 15+ years consulting, technology, and business process industry experience. Taking the position as an owner's representative with project architects, engineers, utility, sustainability managers, and facility management shines a spotlight regarding her high moral character. She is successful in providing utility and commercial single and multi-site turnkey energy saving solutions and sits comfortably on the design team when construction design-build services are required. Having significant experience in large contract retrofit projects documented sales experience and is ever motivated to exceed the customer experience. As a sales director at Eco Engineering she is specifically responsible for identifying and deploying performance-based contracts, Lighting as a Service and North American single & multi-site program management platforms that accelerate deep dive energy savings for clients. Some of her favorite projects include bundling solar into facilities with lighting and integrated controls through turnkey design-build upgrade services. She is capable and eager to work on project teams in the field of Electric Vehicle (EV) charging, Distributed Energy Resources (DER), Microgrids and Renewable Energy Generation.

How many crews will be dedicated to this project? 1 large crew

How many crews does the company have in the local Dallas/Fort Worth area? 1

Tools and Equipment: % of Tools Rented 10 % of Tools Owned 90

Describe your company's quality standards and the process in which your company ensures its quality standards are met?

additional pages provided...

## Quality Standard & Process Section

The scope of work for this turnkey project is to replace the designated existing parking garage fixtures with the new light fixture per the requirements of the bid documents provided.

Eco Engineering plans to self-perform the labor component using our Texas based installation crew. Ron Bednorz will carry out the role and responsibility of Project Manager. He is a licensed Master Electrician in Texas and numerous other states. Ron has direct Project Management experience with recently completed exterior projects including Alamo College District, San Antonio, TX; Texas A&M University, College Station, TX; City of Dayton TX sports lighting; Pappas Restaurants, Inc.; Friendly Chevrolet, Dallas, TX. Beyond these projects, Eco Engineering has also recently completed exterior lighting upgrade projects for Medical City Dallas (HCA), St. Vincent's Hospital (Tenet Healthcare), Worcester, MA and runs nationwide exterior upgrade programs for U-Haul and Kroger to name a few.

Eco Engineering brings more than 25 years of lighting services expertise to help clients make informed, data-backed decisions about lighting and lighting controls initiatives. We differ from typical lighting contractors and installers because we evaluate, test, design and implement the latest LED and lighting control products across a broad range of industry segments and applications. As an industry leader in designing, installing, and commissioning connected (intelligent) lighting controls with over 30 million square feet completed date, our design philosophy is brand-agnostic. This philosophy ensures that we offer unbiased insight and seamless turnkey implementation to help clients achieve strategic business goals and facility lighting objectives through state-of-the-art LED lighting and lighting controls technology. Lighting upgrades can produce a better learning environment, energy and maintenance, repairs, and operations (MRO) savings. City of Allen Purchasing can rely on Eco Engineering's expertise to further audit, design, engineer, implement and manage the next steps within this RFP process.

Eco Engineering has more than 75 professional lighting employees focused on energy-saving lighting retrofit solutions. Specifically, we have Engineers, Auditors, a self-performing Labor force, and our Sales Divisions: Commercial & Industrial / ESCO. Holding industry lighting certifications are highly encouraged to maintain their certifications through organizations like National Association of Lighting Management Companies (NALMCO) and National Council on Qualifications for Lighting Professionals who certifies Lighting Certified (LC) professionals. We currently have three LC's on staff which is the highest recognized certification in the lighting industry.

In addition, our engineers and some of our auditors hold the following certifications:

- Certified Lighting Management Consultant (CLMC)
- Certified Senior Lighting Technician (CSLT)
- Certified Apprentice Lighting Technician (CALT)

Our approach to logistics and material staging is proven. Eco Engineering has a step by step detailed process for procuring material and getting the ordered material to the job site, getting it scanned and stored securely in the laydown area, and transported to areas scheduled for immediate installation. We will remove waste from the site with proper documentation accounting for removal and recycling.

The Project Manager will communicate with your staff weekly to recap progress made during the prior period and detail locations to be retrofitted over the next period. City staff will have final say on what areas we are allowed to work in and when to accommodate what parking areas can be locked out / tagged out to allow our crews to safely perform their work. Eco Engineering's Project Management department has managed more than 3,000 lighting system upgrade projects across a full range of facilities in North America since our inception. By leveraging our field-tested project management approach, our clients allocate significantly less effort and internal resources to the lighting upgrade projects we implement on their behalf.

Our crews are accustomed to working any shift required by the customer to provide minimal disruption to your normal operations. With close coordination from our Project Manager, we will work with staff to adjust installation hours as necessary in order to perform the work safely and on time.

You can rest assured that Eco Engineering understands the scope of work as presented. We understand the design specified and what it takes to execute a seamless installation. The installation phase will be critical to ensure a successful implementation. Our team will control the daily inventory, confirm access daily, and have materials staged in the work areas once scanned and approved to be on site per the information provided in this solicitation.

Eco Engineering has a multi-phase checklist process plan followed by all employees regarding project design and implementation. Relevant to this project focus starts at Phase 10 - Project Pre-Construction Planning detailed as follows:

#### **Phase 10 - Project Pre-Construction Planning**

- PROJECT CHARTER MEETING**
- 10.1 Pre-assignment assumes Sales has advised new contract is coming and knows which Proposal has been selected  
PM is assigned and PM Creates and reviews Construction documents: Construction Workbook, Budget, BOM, Labor Summary, etc.
  - 10.2 Sales schedules and holds Project Charter meeting part 1.0 with Engineering and OM/SR. PM/PM. ID if samples are required/needed and discuss audit accuracy. ID if FCM is in the Budget and notify OM or DO if FCM will be needed. Request tax exemption certificate from ESCO or C&I customer
  - 10.3 PM meets with Purchasing to identify preferred vendors, using EcoLink BOM, large quantity products and submittal package spec sheets
  - 10.3.1 Purchasing notifies vendor with prelim forecast of large quantities of products - no commitment made
  - 10.3.2 Purchasing requests free samples - fixtures, lamps, kits, etc. from manufacturer for "tough" fixtures; or to confirm color temp.
  - 10.3.3 PM verifies product requirements for Incentives and Buy America
  - 10.4 PM confirms proposal is still incentive/rebate eligible with PDE/Incentives & what is required

- Contact Installation manager or a network subcontractor for qualified crew to determine availability and interest. Hire if needed for pre-walk, voltage check, pre M&V or samples. Send NDA to Non
- 10.5 Network Subcontractors and Set up Subcontractor Agreement!  
If possible, always try to complete pre-contract walk using construction reports & Spec Sheets - invite crew supervisor if
- 10.6 needed; bring ladder.
- Use pre-construction Agenda from construction documents to confirm logistics with or without customer. No Subcontractor in initial meeting
- 10.6.1 with customer
- Verify voltages (have crew use tester), Tandem wiring
- 10.6.2 (master/satellite above ceiling), emergency, etc.
- 10.6.3 Install samples to validate fit & color temp if possible
- Verify new fixture requirements- lifts needed, mounting hardware,
- 10.6.4 power feeds, etc.
- Verify exterior brackets and materials; confirm fixture colors; review
- 10.6.5 MAP to make sure nothing missed
- Identify difficult fixtures/areas the crew should install first. Exterior
- 10.6.6 Fixtures, High bays, Can Retrofits, etc.
- Phase 11 - Contract Received
- OM/Senior PM contract review/acceptance with Accounting/CFO
- Accounting contract review - CFO and OM/Sr PM (PDE) to verify 1. achievable timeframe, 2. scope is correct and 3. Incentives are still in effect. DO NOT SIGN contract without incentive verification. If necessary, the PM should utilize PDE, Sales or IT resources to verify
- 11.1 the incentive accuracy and viability.
- PM must confirm incentive/rebate requirements (pre-inspection or DLC requirements). Also need confirmation of scope as outlined in
- 11.2 steps and sub steps under 0.6
- Order COI, plus bond & electrical permit, if needed. Provide Budget
- 11.3 to Accounting
- Project charter meeting part 1 or 2.0 – cover items deferred from meeting 1.0 and finalize sampling/M&V plan if not completed during
- 11.4 pre-walk
- PDE adds CE/Mfg. part numbers to EcoLink; and converts
- 11.4.1 EcoLink/active files to building by building for construction
- Discuss/confirm sales/use/B&O tax; provide tax exempt form to
- 11.4.2 accounting.
- Purchasing follow up meeting to finalize vendors, material delivery
- 11.4.3 logistics, and ETA of free samples for hard to install items
- Final acceptance of budget; notify Manager with email and details if margin cannot be met or will fall below 25%. CC the PDE and Sales
- 11.5 Director.

- Ensure compliance contract items (Schedule, background checks, invoicing, list of sub-contractors and deliverables) are documented in order to be prepared sent to ESCO/customer.
- 11.5.1
- Determine if ST-8 form agreement needed? (labor tax; PM to ask Sales to provide)
- 11.5.2
- Negotiate final price with subcontractor using Labor Summary.
- Prepare Labor Summary to send to accounting. (break out only Labor and if applicable Equipment, Misc. Materials, and Dumpsters or storage. (Travel, per diem and handling are labor categories)
- 11.6
- PM leads Pre-Construction meeting/discussion with ESCO/Customer. Do not include sub-contractor in the meeting.
- 11.7
- Create and Provide crew manager final/revised EcoLink outputs (with product codes)- Construction Workbook, BOM, spec sheets/wiring diagrams and project summary snapshot to crew and MAPs.
- 11.8
- For projects that use an Eco crew, PM provides Installation Manager with budget info: Man hours, travel budget, equipment budget and estimated completion.
- 11.8.1
- If CA. Public Works Project, additional notification needed for apprentice requirements. See instructions Folder #5 at Preconstruction. Save notification paperwork in Proposal folder.
- 11.9
- PM ensure completion of Incentive Application and schedules Pre-Approval site visits.
- 11.1
- Phase 12 - Material Management
- Materials verified and orders placed
- 12.1 **FINALIZING Bill of Materials (BOM)**
- PM samples difficult items and confirms part numbers with purchasing before project starts.
- 12.1.1
- PM verifies installation instructions for all fixtures: Cans, color temp, voltage, wattage, etc.
- 12.1.2
- PDE updates the BOM in EcoLink.
- 12.1.3
- PM creates final BOM, fully fills in "PO required" email from Desktop Icon and sends to Purchasing
- 12.1.4
- Purchasing places final material orders with preferred vendors
- 12.2
- Purchasing orders unusual items first - AFTER samples installed and approved. Construction schedule will be based on when all items can be delivered, not just easy items; install hard items first.
- 12.2.1
- (If project is more than 4 weeks of work and multiple buildings, PM will stay 4 weeks ahead of the install schedule to identify and order difficult items.) Exceptions only if approved by President.
- 12.2.2
- PM advises accounting of invoicing schedule, when to send initial invoice
- 12.3
- PM or Accounting prepares fully executed final Subcontractor Work Order and/or crew PW letters to Eco crew manager or subcontractor. Utilize the desktop icon Email Template "Labor Work Order Request" and fill it in with the information required in the template
- 12.4

- PM provides crew manager with job site reference manual information - permit, PW wage posting, customer required info for job board, etc. (Accounting will update CE)
- 12.4.1
- PM WORKS WITH Admin to create PO's and orders for all equipment, recycling, storage, etc. Provide Admin with fully filled- in desktop email templates for "Equipment PO Request", for "Recycling PO Request" and sends to Admin
- 12.5
- M&V completed prior to construction start/week one and/or ongoing
- 12.6
- Provide customer firm construction schedule with project completion date; Send email to Account with scheduled Start and Target Completion Date and name of Crew (Accounting will update CE)
- 12.7
- Meet all contractual requirements i.e. schedule of values, list of subcontractors, PPE, safety, background checks, reporting
- 12.8
- Acceptance and verification of materials by crew supervisor or PM.
- 12.9

### **Phase 13 – Installation**

- Daily Progress reporting and meeting schedule (will vary by ESCO)
- Pre-Construction meeting with full crew before construction starts to review customer requirements and schedule, including fire safety plans
- 13.1
- PM discusses equipment requirements with Crew supervisor and has Crew Supervisor verify equipment on site to insure everything is there to start
- 13.1.1
- Required daily reporting from crew and contractor - conprog, incidents, etc.
- 13.1.2
- Required customer reporting - may be daily, weekly, include maps, safety toolbox sign off sheets, etc. Important to review and be in compliance with contract.
- 13.1.3
- Update CE and provide Accounting with all information such as final start date and estimated completion date
- 13.1.4
- Required weekly safety toolbox/JSA/AHA to PM (and ESCO?)
- 13.2
- Required certified payroll and PW reporting to customer (and ESCO?)
- 13.3
- Two-week look ahead/scheduling updates – for customer, ESCO
- 13.4
- Process invoices and AP; keep CE up to date
- 13.5
- Site visit requirements
- 13.6
- QC inspection each week- use Site Visit Form; ensure commissioning and sign off by area/building
- 13.6.1
- Internal punch list - WALKTHROUGH INDIVIDUAL BUILDINGS AS COMPLETED!! Always complete all materials on hand that can be completed before crew leaves site
- 13.6.2
- Ongoing materials inventory including ongoing return of unneeded material and defectives - do not wait until end of job!
- 13.7
- Change order process- if changes will impact the budget and CO is requested or required - use CO forms and follow up for written approval before proceeding. Send to Accounting for CE Update!
- 13.8
- Trouble Shooting- see service process
- 13.9

## **Phase 14 – Substantial Completion**

Internal Punch list - Walk site to insure there are no punch items when we walk with customer

External punch list - CLOSE OUT INDIVIDUAL PROJECT WITH SIGN OFF BY PROJECT Built!!

- 14.1 SIGN OFF BY PROJECT Built!!
- 14.1.1 PM to obtain 100% sign off before leaving. Save in proposal folder
- 14.1.2 Close out permit with inspector; coordinate any needed post site inspection
- 14.1.3 Close out incentives with utility; coordinate any needed post rebate on-site inspection with utility rep
- 14.2 Count and provide attic stock/convenience/warranty material. PM or Crew to have customer sign Attic Stock form.
- 14.3 PM works with purchasing to complete final returns (defectives, RMA, etc.) - submit Eco Inventory Transfer Checklist. Purchasing will return checklist with final amount to be credited to project
- 14.4 PM orders recycling and equipment pick up
- 14.5 Have M&V and final FC readings completed if applicable
- 14.6 Begin assembly of O&M Manual
- 14.7 PM begins work with accounting to process Final Invoice, Incentives, PJM, EPAAct

Phase 15 – Installation complete

PM schedules close out meeting

**PM creates warranty package of closeout folder using CE closeout automation process. Finalize assembly of O&M manual.**

- 15.1
- 15.2 PM adds as-built/maps, recycle certificate, completion/punch list sign offs to closeout folders; then copies to thumb drive
- 15.3 Sales or PM provides warranty packet to customer and lets customer know of pending survey contact for QC feedback
- 15.4 PM provides any additional applicable deliverables to closeout project such as: M&V/commissioning reports, sign off for keys, final certified payroll, etc.

## **Phase 16 – DELIGHTED CUSTOMER!**

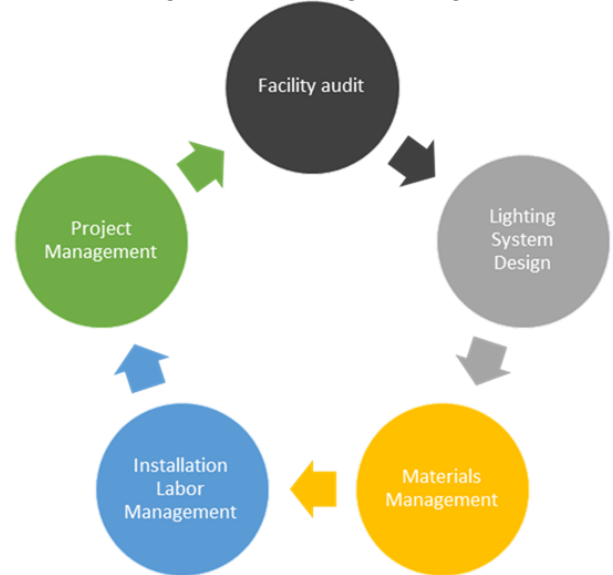
Accounting sends QC survey to customer 30 days after project completion date

- 16.1
- 16.2 PM notifies CFO project is ready for monthly reconciliation; summarizes key learnings
- 16.3 PM to move completed projects from M:\data\proposal to M:\data\complete.
- 16.4 Service Call (if needed) See Service Call Process in Ops Manual or Service Call Check list



- **Schedule and access to specific areas** – *Plan the work, work the plan and plan for changes.* Once on site to confirm the scope of work as designed, Eco Engineering will identify the areas of the parking lots where access is difficult and areas that are readily accessible. We will design and execute a schedule that meets the City of Allen Purchasing approval and strive to maintain productivity from the installation teams by coordinating with all tenants of the spaces for access. Contingency planning anticipated each week will help the crew to maintain productivity.

- **Logistics** – Our comprehensive approach of planning and execution help you meet those needs with little disruption to your daily operations. Our process evolves around getting material to the site, scanned, received in laydown area, and transported to areas scheduled for the day. Waste from the day's demolition to laydown area are removed from the site with proper documentation of waste removal and recycling accounted for.



**Installation** Peace Services & Eco Engineering has proven installation experience nationally with demonstrated success in some of the most complex and intensive work environments for many Fortune 1000 companies and institutions. Implementing energy efficient lighting solutions in each environment requires coordinating crews and performing installation in a tightly scheduled operation. These projects must be implemented within difficult operating cycles. Eco Engineering has earned the reputation of providing outstanding customer service and non-disruptive installation for our customers and we continue to provide maximum flexibility in scheduling and implementation to address the unique needs of a college operation.

- **Safety Supervision & Management-** Eco Engineering places a significant emphasis on safety. We realize the importance Supervision and Safety play in our overall success. We have a safety officer that works with our project management team, implementation crews and subcontractor crews to ensure all Eco Engineering safety measures are understood and followed. Our safety manual is a living document that is used and maintained with the most current safety measures (and available at your request). Eco conducts weekly Safety Meetings, Site Inspections and Daily Toolbox Talks as part of our on-going safety protocols. We exercise all available means and methods to control and eliminate hazards risks associated with construction. Installation crews has certifications included OSHA-10, OSHA-30 and not limited to EM385-1-1SSHO.
- **Timeline/schedule (CPM)** – Eco Engineering has a fully developed timeline for the your review. Having over 25 years of experience managing all aspects of project management leads to successful installations that are on budget and on time. We anticipate (at times) access issues and lack of common spaces for staging materials. We have contingency plans for daily work productivity regarding parking garage users and safety. Depending on the situation we can provide trailers, safety cones, safety signage, and messaging to update individuals of upcoming project work.

- **Reporting/Documentation/Bonds/Permits:** Eco Engineering delights customers with details. All considerations are acknowledged and included with in this response. Highly experienced for efficiency we report and document correctly. From pre-construction maps to construction progress reports to close out documents, we can provide you whatever information needed at every step of the way. With our proven track record of successful completion of projects, our bonding rate is some of the lowest in the industry giving comfort to the customer about our experience and ultimately saving you money on the project.
- **Warranty** – 12 months labor / 5 years (drivers and emitters). Acceptance dates will start with final acceptance at project sign-off. As part of our close out process, you will receive full documentation to assist in warranty claims including who each of the project materials were bought through as well as contact information for that supplier and the purchase order used to place that order to make referencing the materials easier. Eco Engineering has a customer service staff available after installation to help with filing warranty claims with the manufacturer. We will provide close out “As-Builts” documentation in the order and form necessary to catalogue the new lighting system across the North, Central, and South parking lots.

Eco Engineering will coordinate submittals with the Architect/Engineer. We will set up communications with an email mailbox distribution group created upon project award, using it daily for communication needs and the archiving progress. Communication by phone call and text messaging is supported where necessary. A full dialog for complete understanding is had before materials are ordered and during the entire installation process.

Eco Engineering has developed a phasing solution that minimizes disruptions to the process and assures overall safety. The project team approaches risk management using the proven strategy of avoid, mitigate, transfer, and accept. Avoidance and mitigation are the most critical elements for pre-construction and construction. During these phases, risk can be avoided by early collection of information, following daily communication guidelines (including issue logs/RFIs), and by having each subject matter expert reviewing the next day's plan for any potential upcoming issues. Our team uses digital onsite project management tools to accomplish these avoidance and mitigation elements. Mitigation is further enhanced by relying on our digital tools to provide early warning of any upcoming issue so that a root cause solution can be implemented to avoid the issue from growing in magnitude or being repeated later in the project.

The transfer strategy is only applicable when the avoidance and mitigation strategies require third-party support for resolution. No third parties are currently identified as needed beyond the project team for risk mitigation. Acceptance strategy is simple. Construction is complex and issues will arise. Our project team is uniquely experienced to avoid and mitigate challenges as they arise and have a proven history of preventing issues from impacting the process, safety, and your construction schedule.

Eco Engineering places a significant emphasis on safety. We realize the importance safety plays in our overall success. We have a safety officer that works with our project management team, implementation crews and subcontractor crews to ensure all safety measures are understood and followed. Our safety manual is a living document that is used and maintained with the most current safety measures (and available at your request). Eco conducts weekly Safety Meetings, Site Inspections and Daily Toolbox Talks as part of our on-going safety protocols. Eco requires all laborers and workers to successfully complete the OSHA 10-hour construction safety and health course and all crew supervisors to complete the OSHA 30-hour course.

Eco's mission statement has made a commitment that injuries can and will be eliminated from our everyday processes. At Eco Engineering, we believe every individual is an integral part of our company's safety program. Employees, Subcontractors, Vendors, and Partners must understand that this safety program is not a shelf type program. You, as an employee, must breathe life into the safety program and understand that you own this most precious part of their everyday working life. Every individual working for this organization has been given the authority to make corrective actions concerning safety as needed. As an employee, you must understand the importance of accepting the responsibility for safe actions that could save your life or the life of another.

Therefore, to ensure that Eco Engineering is a safe place of employment, we understand that all employees must be involved, take ownership and not have a safety program dictated to them only when it is convenient or doesn't interfere with production.

The first example of "Doing it Safe" comes from your leaders, and we all maintain a zero tolerance for unsafe acts and conditions. We believe that eliminating the hazards will eliminate the injuries, so we must greatly concentrate on our company's efforts and resources to the elimination of unsafe conditions. Every employee must go home in good health and physical wellbeing at the end of each day.

Tom Kirkpatrick – President

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## FORM CIQ

OFFICE USE ONLY

Date Received

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Eco Engineering has no conflict of interest. 03/24/2021

Name of Officer

☐ Yes ☐ No

☐ Yes ☐ No

7

Date \_\_\_\_\_

**EXHIBIT 4**  
**SCHEDULE OF SUBCONTRACTORS**

Bidder/Contractor: Eco Engineering Inc Small ☐ WBE ☐ MBE ☒ Non-S/M/WBE

Description: Lighting Contract/Solicitation Number: IFB- 2021-1-52

Check the applicable: ☒ Subcontracting/Vendor Opportunities ☐ Sole Source  
☐ Direct Purchase

**NOTE:** If contract is a sole source and/or direct purchase, please enter the dollar amount of work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify ALL participating subcontractors/suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of company performing work	BUSINESS STATUS				Description of Commodity, Material, or Service	Dollar Amount
	SM.	MBE	WBE	Non S/M/WBE		
<u>Eco Engineering Inc</u>				<u>x</u>	<u>Materials &amp; Project Management</u>	<u>\$278,542</u>
<u>Peace Services</u>				<u>x</u>	<u>Labor</u>	<u>\$ 124,781</u>
						\$
						\$
						\$
						\$
Dollar Amount of Work to be completed by Non-S/M/WBE Subcontractors						\$
Dollar Amount of Work to be completed by S/M/WBE Subcontractors						\$
Total (the total amount shall equal the amount proposed on summary of proposal page)						<u>\$ 403,323.</u>

**CONTRACTOR'S CERTIFICATION**

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, the certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the City's Business Diversity Program) in support of the City's small/minority/women business program good faith efforts.

Name and Title of Signer: Jenifer J. Parke

Signature: 

Date: 03/24/2021

## **WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS**

- A. Definitions:  
Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
  - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
  - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom its contracts, and provide to the contractor;
    - (A). a certificate of coverage, prior to the other person beginning work on the project; and
    - (B). a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.



03/25/2021



**EXHIBIT 5  
WORKFORCE COMPOSITION**

Eco Engineering Inc 513-985-8300

Name of Firm Area Code/Phone Number

11815 Highway Drive Suite #600 Cincinnati, Ohio 45241-2065

Address City State Zip

Emily Gandee, Director Human Resources & Installation

Typed Name & Title of Authorized Executive

Full Time Employees	Total Number of Employees			White			American Indian			Black			Hispanic			Other		
	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%
Admin & Managerial	16	3	19	13	3	23	0	0	0	0	0	0	2	0	0	1	0	0
Professional	17	1	6	15	1	7	0	0	0	2	0	0	0	0	0	0	0	0
Technical	6	0	0	4	0	0	0	0	0	0	0	0	2	0	0	0	0	0
Sales Workers	11	3	27	8	3	38	0	0	0	2	0	0	0	0	0	1	0	0
Office & Clerical	1	1	100	1	1	100	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Workers	7	0	0	4	0	0	0	0	0	0	0	0	3	0	0	0	0	0
Semiskilled Workers	13	1	8	4	0	0	0	0	0	0	0	0	9	0	0	0	1	0
Unskilled Workers																		
Apprentices																		
Seasonal, Temp & Part Time	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>72</b>	<b>9</b>	<b>13</b>	<b>50</b>	<b>8</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>50</b>

**WORKFORCE COMPOSITION**

REMARKS: \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION**

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof.

**Emily Gandee, Director Human Resources & Installation**  
Name and Title of Signer: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: **03/23/2021**

(\*Please use additional sheets to identify the ethnicity of employees identified in this category.)

**SECTION IV  
BID SCHEDULE & BID ENDORSEMENT**

**SOLICITATION # 2021-1-52**

Allen Event Center South Parking Lot Lighting Replacement

<b>1</b>	<b>GENERAL CONDITIONS; INSURANCE; BONDS</b>	\$ <u>7,908.</u>
<b>2</b>	<b>DEMOLITION:</b> Removal of existing lighting and	\$ <u>55,125</u>
<b>3</b>	<b>FIXTURES:</b> Light fixtures	\$ <u>209,362</u>
<b>4</b>	<b>CONDUITS:</b> Conduits, connectors, & cabling	\$ <u>91,386</u>
<b>5</b>	<b>CONTROLLERS:</b> Lighting controls	\$ <u>0</u>
<b>6</b>	<b>MISC:</b> All other project costs not listed above	\$ <u>0</u>
<b>7</b>	<b>CONTRACTOR SUB-TOTAL</b>	\$ <u>363,781.</u>
<b>8</b>	<b>CONTRACTOR OVERHEAD AND PROFIT</b>	\$ <u>39,542</u>
<b>9</b>	<b>CONTRACTOR TOTAL</b>	\$ <u>403,323.</u>

TOTAL TIME BID FOR PROJECT FROM RECEIPT OF PO (include permitting, equipment lead time, demolition, installation, startup, and all work associated with the project):

90 Calendar Days

Total Bid Price in Written Word: Four Hundred Three Thousand Three Hundred Twenty-Three Dollars

## BID ENDORSEMENT

The Contractor hereby agrees to commence work within Ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 90 calendar days after the date of the written notice to commence work subject to such extensions of time as are provided by the General and Special Conditions. The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

In the event of the award of a contract to the undersigned, the undersigned will furnish a Performance Bond and Payment Bond for the full amount of the contract

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the proposal and in the event of discrepancy the words shall control.

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 dated March 05, 2021 Received March 06, 2021 JJP

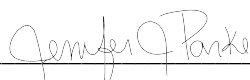
Addendum No. 2 dated March 17, 2021 Received March 18, 2021 JJP

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks completed.

**Total Amount Bid** \$ 403,323.00

**Total Calendar Days Bid** 90

By: Eco Engineering Inc.  
(please print contractor name)

Signature: 

Title: Sales Director

11815 Highway Drive Suite #600  
Address

Cincinnati, Ohio 45241-2065  
County, City, State, and Zip

716-863-9946/ jparke@ecoengineering.com

Telephone, e-mail address

### Seal and Authorization

(If a corporation)

Embossed stamp- completed: not ink  
JJP 03/25/2021

**All Contracts over \$8,000,000 must contact Risk Management for insurance specifications**

**All Certificates of Insurance need to reference job or contract number in comments section.**

**Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685. This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.**

**Indemnification.**

COMPANY DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE COMPANY, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE COMPANY EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**City of Allen Project or Bid Number:** IFB- 2021-1-52

**PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE**

STATE OF TEXAS

§

PERFORMANCE

To be completed upon award: JJP 03/25/2021

BOND COUNTY OF COLLIN §

That \_\_\_\_\_ of the City of \_\_\_\_\_, County \_\_\_\_\_ of \_\_\_\_\_, State of Texas ("Principal"), and \_\_\_\_\_ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Allen, Texas ("Owner"), in the penal sum of \$ \_\_\_\_\_ (*not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal*) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, which contract is referred to and made part hereof the same as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall fully and faithfully execute the work and perform the contract in accordance with the plans, specifications, and contract documents, including any extensions thereof, and according to the true intent and meaning of said contract and the plans and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

Provided, however, that this Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contract, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be determined in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

Surety agrees that the Bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two years from the date of completion and acceptance of the improvement by the Owner.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal:

Surety (for all Notices/Claims to be received hereunder):

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

**(Must be submitted to the Project Manager prior to contract execution)**

STATE OF TEXAS

§

PAYMENT BOND

**COUNTY OF COLLIN §**

That \_\_\_\_\_ of the City of \_\_\_\_\_, County \_\_\_\_\_ of \_\_\_\_\_, State of Texas ("Principal"), and \_\_\_\_\_ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Allen, Texas ("Owner"), in the penal sum of \$\_\_\_\_\_ (*not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal*) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, which contract is referred to and made part hereof the same as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the prompt payment and satisfaction of all bills, invoices and statements, including those for usual extras, together with protection of all claims of claimants supplying labor and material and the prosecution of the work provided for in said contract and for the use of each claimant. Should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

This Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contracts, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be subject to and in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Principal: \_\_\_\_\_ Surety (for all Notices/Claims to be received hereunder): \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_  
**(Must be submitted to the Project Manager prior to contract execution)**

**MAINTENANCE BOND**

**THE STATE OF TEXAS    }   KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF COLLIN        }**

That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Texas ("Principal/Contractor"), and \_\_\_\_\_ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Allen, Texas ("Owner"), in the sum of \$ \_\_\_\_\_ (*not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal*) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

**WHEREAS**, the Principal / Contractor has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, which contract, together with all plans, specifications and requirements therein mentioned, is referred to and made part hereof the same as if fully copied herein.

**WHEREAS**, under the plans, specifications, and contract, it is provided that the Contractor will maintain and keep in good repair, the work herein contracted to be done and performed, for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairs and/or reconstructing in whole or in part of said improvements that should be occasioned by defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the Contractor. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material and charge the same against the said Contractor, and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its' part to comply with the terms of said provisions of said contract. Now, therefore, if the said Contractor shall keep and perform its' said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have not further effect, but if default shall be made by the said Contractor in the performance of its' contract to so maintain and repair said work, then these presents shall have full force and effect, and said **City of Allen, Texas** shall have and receive from the said Contractor and its' principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be a continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time. **IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

**NOTE: Date of Maintenance Bond must not be prior to date of Contract. Must be submitted to the Project Manager at project acceptance.**

STATE OF TEXAS

§  
§

**BID BOND**

COUNTY OF COLLIN §

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within TEN (10) days after the date of written notice to do so, and to have 100% of the work on which he has bid complete within 90 consecutive calendar days.

Enclosed with this proposal is a Certified Check for an amount not less than 5% of the total base bid or a Proposal Bond in the sum of \$ 5% which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within SIXTY (60) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within TEN (10) days after the date said proposal is accepted, and otherwise, said check or bond shall be returned to the undersigned upon request.

Bids submitted without required check or bid bond will be considered non-responsive.

Eco Engineering Inc

Contractor (Firm Name)

By: Jenifer J. Parke

Title: Sales Director

Address: 11815 Highway Drive Suite #600

City: Cincinnati State: Ohio Zip: 45241-2065

716-863-9946

Phone

513-985-9940

Fax

**(Must be submitted with the bid submittal)**



**BID BOND**

Conforms with The American Institute of  
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Eco Engineering, Inc.

11815 Highway Drive, Suite 600, Cincinnati, OH 45241

as Principal, hereinafter called the Principal,

and the Harco National Insurance Company

of 702 Oberlin Road, Raleigh, NC 27605

, a corporation duly organized under

the laws of the State of Illinois

, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Allen, Texas

as Obligee, hereinafter called the Obligee,

in the sum of Five percent of the total amount bid

Dollars (\$ 5% ) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Allen Event Center South Parking Garage Lighting

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

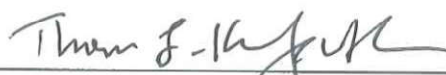
Signed and sealed this 25th day of March, 2021.



Witness

Eco Engineering, Inc. (Seal)

Principal



Thomas L. Kilpatrick, President Title

Harco National Insurance Company



Witness

By



Tiffany Gobich

Attorney-in-Fact

# POWER OF ATTORNEY

Bond # 0796113

## HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SUSAN A. YEAZELL, TIFFANY GOBICH, LOUIS R. FISHER, PAULETTE M. AERNI, THOMAS W. CHATHAM, THOMAS D. CASSADY, JULIE CLINE, LINDA L. HOGLE

Cincinnati, OH

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 04, 2023

### CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 25, 2021

Irene Martins, Assistant Secretary



**Date: 3/5/2021**  
**ADDENDUM 1**  
**IFB 2021-1-52**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

1. Question: In the ramp area there are some wall mounted fixtures. Are those fixtures to be demoed and left out, are they to be replaced?  
Answer: **Wall mounted fixtures shall remain.**
2. Question: The Type A fixture calls to be pendant mounted. How far down do they hang?  
Answer: **Bottom of fixture to be even with bottom of double-tee structure.**
3. Question: The type E fixture does not specify mounting. The "SELM80DD" does not appear to have a pendant option. Where and how should they be mounted?  
Answer: **Back mount to bottom edge of double-tee structure.**
4. Question: Was print #E5 meant to be left blank?  
Answer: **Delete drawing**
5. Question: If the voltage drop calculation allows for smaller size conduit and wire, will it be allowed to be used?  
Answer: **NO**
6. Question: How do we submit pricing for alternates?  
Answer: Only the items in the pricing sheet are the items to bid.
7. Question: How do we account for manufacturer delays on the calendar days bid?  
Answer: **Manufacturers are providing normal delivery times.**
8. Question: Clarify 5.1 electrical detail that is missing.  
Answer: No electrical 5.1 details.
9. Question: Clarify 4<sup>th</sup> floor pole lights and what is required.  
Answer: **Delete Drawing E5.1**
10. Question: How is storage on site handled and staging? Will it be a mobile mini scenario?  
Answer: **Refer to Scope of work note 5 on drawing E0.1**

11. Question: How is access to the 1<sup>st</sup> floor handled during the day?  
Answer: **Coordinate with Owner.**
12. Question: Can contents of the plans regarding alternates that are not getting bid be removed?  
Answer: **No**
13. Question: Will we be allowed to use any existing conduit?  
Answer: **No**
14. Question: Can you provide us with a current Allen Event Center South Parking utility bill?  
Answer: **Coordinate with Owner.**
15. Question: Do you have any data on the existing lighting fixtures (lamp type, No. of lamps, wattage, etc.)?  
Answer: **See Attached light fixture schedule.**
16. Question: Can we get any pictures of the existing lighting fixtures (if available)?  
Answer: **See Attached Fixtures**
17. Question: Do you require any specific lighting controls manufacturer under Alternate 3 - New Digital Lighting Control System?  
Answer: **Reference Specifications Section 260933.**
18. Question: Will we be allowed to use any existing conduit?  
Answer: **No**

Notes:

- The AEC has events, many of which are on the weekends. The project will have to work around those events and coordinate with William Herman. Assume working hours 7 am to 6 pm weekdays and no after hours or weekend work.
- P. 86 of the IFB pdf includes the substitution form. Substitution form is due 7 days before bid date.

Included: Pre-Bid Teleconference Agenda posted online, and attendance list.

Ellen Ataie	City of Allen	214-509-4632	<a href="mailto:eataie@cityofallen.org">eataie@cityofallen.org</a>
Ashley McDaniel	City of Allen	214-509-4597	<a href="mailto:amcdaniel@cityofallen.org">amcdaniel@cityofallen.org</a>
William Herman	City of Allen	972-912-1041	<a href="mailto:wherman@alleneventcenter.com">wherman@alleneventcenter.com</a>
Hunter Lane	Clear Blue Energy Group	858-248-0194	<a href="mailto:hlane@cbesco.com">hlane@cbesco.com</a>
Morgan Wallace	308 Construction	940-387-4002	<a href="mailto:mwallace@308gc.com">mwallace@308gc.com</a>
Gabriel Fortich	CCS Inc	972-557-8789	<a href="mailto:estimating@ccsinctx.com">estimating@ccsinctx.com</a>
Glenn Burns	Prism Electric	972-926-2000	<a href="mailto:gburns@prismelectric.com">gburns@prismelectric.com</a>
Matthew Yates	UST General Contracting	682-351-2912	<a href="mailto:myates@ustgc.com">myates@ustgc.com</a>
Buddy Norris	Nema 3 Electric	469-777-0389	<a href="mailto:bmorris@nema3electric.com">bmorris@nema3electric.com</a>

Barry Page	Cornerstone Commercial Svcs	469-444-0170	<a href="mailto:barryp@cornerstonecommercial.us">barryp@cornerstonecommercial.us</a>
Vernon Moorshead	Richardson Ready Electric	972-234-5092	<a href="mailto:vmorshead@rre1.net">vmorshead@rre1.net</a>
James Baker	Richardson Ready Electric	972-234-5092	<a href="mailto:jbaker@rre1.net">jbaker@rre1.net</a>
James B. Alwin, PE	The Ogni Group	(630) 222-7260	<a href="mailto:JBA@ognigroup.com">JBA@ognigroup.com</a>
Michael Hardy, LC	Texas Lighting	817-267-9300	<a href="mailto:mhardy@texaslighting.com">mhardy@texaslighting.com</a>

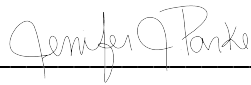
Revised schedule:

Question Deadline extended to march 8, 2021 at 5:00 PM. All questions or product substitution forms must be e-mailed to amcdaniel@cityofallen.org and wherman@alleneventcenter.com

2nd Addendum anticipated. New addendum deadline date: March 15, 2021 at 5:00 PM.

Bids due March 19, 2021 at 3:00 PM

**PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL**



March 06, 2021

Signature of Officer

Date



**Date: 3/17/2021**  
**ADDENDUM 2**  
**IFB 2021-1-52**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

**Bid due date is revised to: March 25, 4:00 PM CST**

1. Question: Can we get a cut sheet on the battery backup system? Is this owner supplied? Are the batteries gel cell? What comes with the system? Does it require exhaust? Need more details on requirements.

Answer: **Please contact for any product details:**

**Sigtex Inc**

**220 VFW Avenue, Grasonville, MD 21638**

**TEL: (410) 827-8300 Fax:(410)827- 8866**

**sales@sigtexinc.com [www.sigtexinc.com](http://www.sigtexinc.com)**

**The system is contractor supplied and installed.**

2. Question: What voltage is the system?  
Answer: **277Y/480 volts as shown on E0.1.**
3. Question: How far are the home runs? i.e where is the electrical room? Where is HA panel?  
Answer: **Lower left corner of E2.1.**
4. Question: How do we do home runs? Elevator shaft? Stairwell? Is there a pipe chase?  
Answer: **Stairwell or core drill. Never run-in elevator shaft.**
5. Question: How many open spaces are in panel HA? How many spaces in the panel.  
Answer: **Reference schedule on E0.1 for circuit assignments. Existing non-lighting circuits are not shown. Contractor is instructed to tour the garage.**
6. Question: On 4th floor 3-phase feeding light poles? Not normally done? Do we need to provide transformer? Lights are normally 2-phase.  
Answer: **The poles and circuits are existing. The heads are 480 volts, single phase.**

7. Question: What is the deadline for substitution submittals?  
Answer: **3/12/2021 by 5PM.**
8. Question: It says that all conduit in the concrete is to be abandoned and wire removed. What is the thoughts for the pole lights on the top deck? How do we need to figure to refeed those or can we reuse the existing conduit for these?  
Answer: **Existing conduit must be replaced on everything after they leaves the poles.**
9. Question: How is storage on site handled and staging? Will it be a mobile mini scenario?  
Answer: **Onsite storage is available at exterior of main building. Mobile will be permitted.**
10. Question: How is access to the 1<sup>st</sup> floor handled during the day?  
Answer: **Access to 1<sup>st</sup> floor of parking garage is open and available without issue. Blocking of entrances and exits must be coordinate with staff. Access to the 1<sup>st</sup> floor of the Allen Event Center must be scheduled 48 hours ahead of time with staff.**
11. Question: What about bathroom access?  
Answer: **Porta-lets or facilities must be provided by contractor**
12. Question: It was my understanding during the teleconference meeting that there are no alternates and we were to bid as per the base bid. Is this still the case? Do we need the relay panel, low voltage emergency lighting system?  
Answer: **Bid per the owner's directions no alternates.**
13. Question: ON SHEET E1.1 SHOWS FIXTURE X RACEWAY CONNECT TO FIXTURE P1E WHICH IS AN ALTERNATE PLEASE PROVIDE DIRECTION ON HOW TO RUN RACEWAY FOR FIXTURE X.  
Answer: **Everything shown on Drawing E1.1 is part of the alternate system. The system is a low voltage system designed by Sign-tex.**

**PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL**

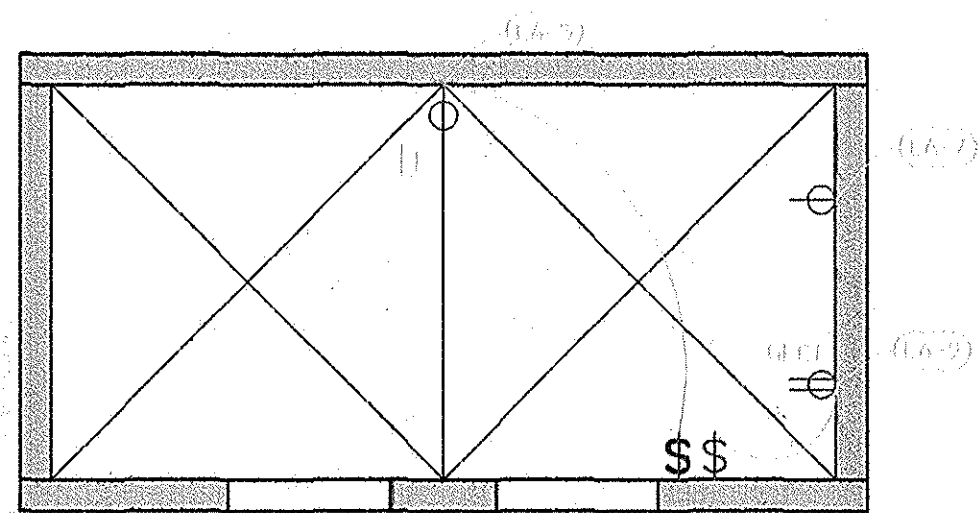
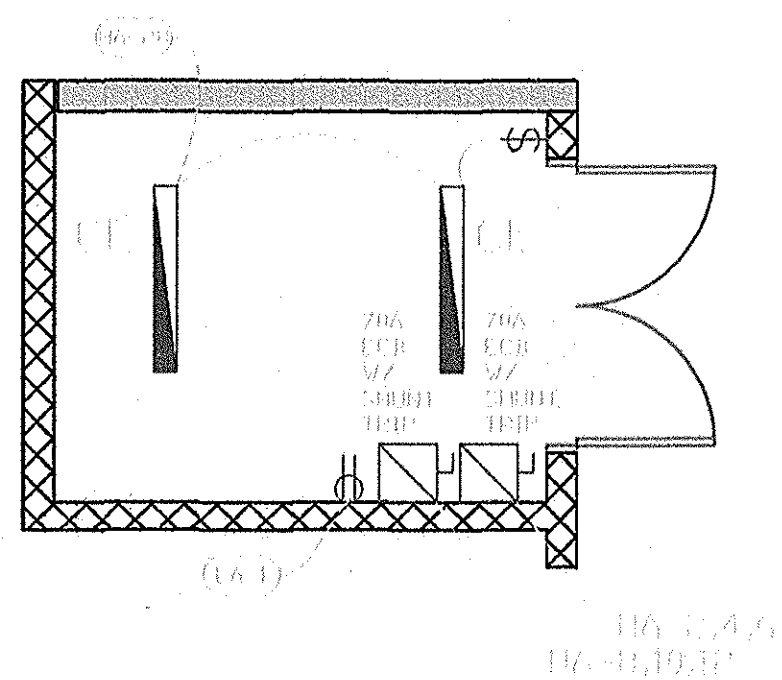


March 18, 2021

Signature of Officer

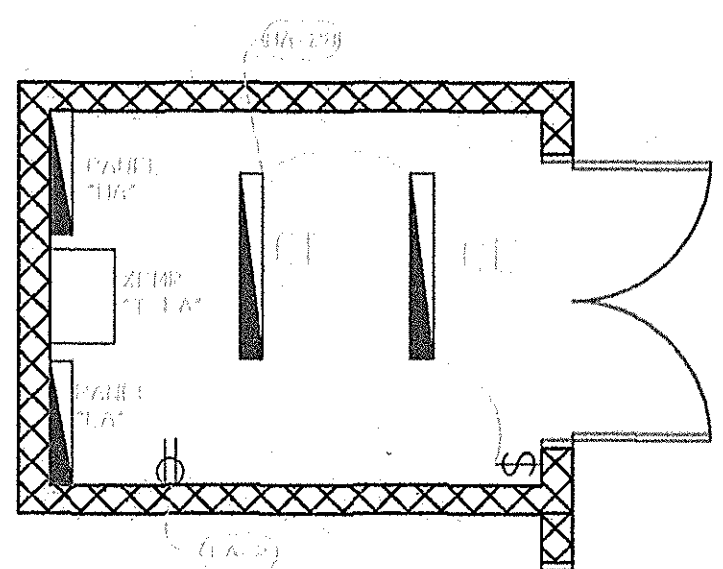
Date





1 ELEVATOR EQUIPMENT ROOM  
SCALE: 1" = 1'-0"

4 ELEVATOR PIT DETAIL (TYPICAL OF 2)  
SCALE: 1" = 1'-0"



2 ELECTRICAL ROOM  
SCALE: 1" = 1'-0"

PANEL - "HA"											
ROOM: MAIN ELECTRICAL ROOM				VOLTS: 277/480V				AIC RATING: 400A MCB			
MOUNTING: SURFACE				BUS AMPS: 400A				MAIN BREAKER: 400A MCB			
FED FROM: ONCOR TRANSFORMER				NEUTRAL: 100%				LUG SIZE:			
NOTE											
CKT#	CKT	CIRCUIT DESCRIPTION	KVA LOAD			CKT#	CKT	CIRCUIT DESCRIPTION	KVA LOAD		
	BKR		A	B	C		BKR		A	B	C
1	20	First Floor Lighting	3.528			2			15.5		
3	20	First Floor Lighting		2.79		4	70	Elevator # 1		15.5	
5	20	First Floor Lighting			2.688	6				15.5	
7	20	First Floor Lighting	2.688			8			15.5		
9	20	First Floor Lighting		3.544		10	70	Elevator # 2		15.5	
11	20	First Floor Lighting			2.628	12				15.5	
13	20	First Floor Lighting	2.796			14			15.5		
15	20	Second Floor Lighting	2.558			16	70	Elevator # 3		15.5	
17	20	Second Floor Lighting		2.634		18				15.5	
19	20	Second Floor Lighting	2.322			20			15.5		
21	20	Second Floor Lighting		2.487		22	70	Elevator # 4		15.5	
23	20	Second Floor Lighting			2.769	24				15.5	
25	20	Third Floor Lighting	2.477			26	20	Third Floor Lighting	2.618		
27	20	Third Floor Lighting		3.025		28	20	Third Floor Lighting		2.928	
29	20	Third Floor Lighting			2.259	30	20	Elevator & Elec RM			
31			3.667			32	20	SPARE			
33	20	Pole Lighting		3.667		34	20	SPARE			
35				3.667		36	20	SPARE			
37			3.667			38			3.58		
39	20	Pole Lighting		3.667		40	30	XFMR T-LA		3.58	
41				3.667		42				3.58	
TOTAL KVA:			86.34	90.25	85.93						
TOTAL AMPERAGE:			319.5								

PANEL - "LA"											
ROOM: MAIN ELECTRICAL ROOM				VOLTS: 120/208V				AIC RATING: 100A MCB			
MOUNTING: SURFACE				BUS AMPS: 100A				MAIN BREAKER: 100A MCB			
FED FROM: XFMR T-LA				NEUTRAL: 100%				LUG SIZE:			
NOTE											
			KVA LOAD						KVA LOAD		
CKT#	CKT	CIRCUIT DESCRIPTION	A	B	C	CKT#	CKT	CIRCUIT DESCRIPTION	A	B	C
1	20	Rec. Elev Mach. rm	1.8			2	20	Gen Rec. Elec rm	1.8		
3	20	Rec. Elev Mach. rm		1.8		4	20	Gen receptacles		1.8	
5	20	Elevator Pit Light			1.8	6	20	Gen receptacles			0.36
7	20	Elev sump pump	1.2			8	20	SPARE			
9	20	Elevator Pit GFCI		0.18		10	20	SPARE			
11	20	SPARE				12	20	SPARE			
13	20	SPARE				14	20	SPARE			
15	20	SPARE				16	20	SPARE			
17		Space				18		Space			
19		Space				20		Space			
21		Space				22		Space			
23		Space				24		Space			
25		Space				26		Space			
27		Space				28		Space			
29		Space				30		Space			
31		Space				32		Space			
33		Space				34		Space			
35		Space				36		Space			
37		Space				38		Space			
39		Space				40		Space			
41		Space				42		Space			
TOTAL KVA:			4.8	3.78	2.16						
TOTAL AMPERAGE:			29.83								

5 PANEL SCHEDULES  
SCALE: NO SCALE

LUMINAIRE SCHEDULE						
Designation	Description	Lamp	Model	Voltage	Notes	Quantity
A	Surface mount bay	(4) 42W	WideLite RSPCF442-S-120-277-LAMP	120-277		252
BE	Wall mount fluorescent 1' x 4' with battery pack	(2) 32w T8	Lithonia # WVC 2 32 MVOLT GEB10IS EL LP736	120/277		82
CE	2 lamp strip with wire guard	(2) 32w T8	Lithonia # C 2 32 MVOLT GEB10IS EL WGCUN NST	120/277		6
D	Utility pit light wall mount incandescent	(1) 150W	Lithonia # VVV150I	120		4
EM	Emergency bugeye	(2) 20w halogen	Lithonia # ELM627 N H1206	120/277		55
EM1	Emergency bugeye Damp location	(2) 20w halogen	Lithonia # ELM627 N H1206 DL	120/277	Damp location	4
P1	Single read pole light with house shield	(1) 1000w MH	FIXTURE: Lithonia KVF 1000M R3FL TB SP12 EHS LPI POLE: Lithonia SSS 20 49 DM19 DDB	277 N/A		2
P4	Double read pole light	(2) 1000w MH	FIXTURE: Lithonia KVF 1000M SYMFL TB SP12 LPI POLE: Lithonia SSS 20 49 DM19 DDB	277 N/A		10
X	Ceiling mounted battery pack powered LED exit light	(1) 2.3w LED	Lithonia # LV S W 1 R 120/277 EL N	120/277		28
X1	Ceiling mounted battery pack powered LED exit light	(1) 2.3w LED	Lithonia # LV S W 1 R 120/277 EL N UM DL	120/277	Damp location	3

6 FIXTURE SCHEDULE  
SCALE: NO SCALE



- the purchase price
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City.

2.54 Prohibition of Boycott Israel. Vendor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2.55 STORM WATER MANAGEMENT

Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's <http://www.cityofallen.org/933/Storm-Water-Management>

2.56 COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

  X   YES                    NO

# 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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Eco Engineering Inc  
Sharonville, OH United States

Certificate Number:  
2021-731168

Date Filed:  
03/26/2021

Date Acknowledged:

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

City of Allen Purchasing

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.

2021-1-52  
lighting retrofit

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Robert Mc Coy, and my date of birth is 1-4-1961.

My address is 7404 Red Oak Ct., MASON, Oh, 45040, WARREN  
(street) (city) (state) (zip code) (country)

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

Executed in HAMILTON County, State of Ohio, on the 26<sup>th</sup> day of MARCH, 20 21.  
(month) (year)

Robert McCoy  
Signature of authorized agent of contracting business entity  
(Declarant)

**EXHIBIT 9  
STANDARD FORM OF AGREEMENT**

STATE OF TEXAS }  
COUNTY OF COLLIN }

**THIS AGREEMENT**, made and entered into this 25 day of March, of 2021, by and between The City of Allen, Texas, a municipal corporation, of the County of Collin and State of Texas, acting through its City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Eco Engineering Inc of the City of Cincinnati, County of Hamilton and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

**ALLEN EVENT CENTER SOUTH PARKING GARAGE LIGHTING, IFB #2021-1-52**

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within ninety (90) **calendar days** after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

**IN WITNESS WHEREOF**, the parties to these presents have executed this Agreement in the year and day first above written.

**CITY OF ALLEN, TEXAS**  
\_\_\_\_\_  
Party of the First Part (OWNER)

By \_\_\_\_\_  
Eric Ellwanger, City Manager

Attest \_\_\_\_\_  
Shelley B. George, City Secretary

Eco Engineering Inc  
\_\_\_\_\_  
Party of the Second Part (CONTRACTOR)

By Robert M. Uy

Attest Robert A. Jones