

# EXHIBIT A



## GENERAL INFORMATION

CITY OF ALLEN, TEXAS  
BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

**INVITATION FOR BID**  
**SOLICITATION #2021-1-49**  
**AEC Parking Garage Fire Damage Repair**  
BID PACKAGES ARE DUE TO THE  
PURCHASING DIVISION PRIOR TO:

**March 25, 2021 @ 3:00 P.M.**

NO LATE BIDS WILL BE ACCEPTED  
**ELECTRONIC RESPONSES SUBMITTED THROUGH**  
**IONWAVE E-BID SYSTEM ARE RECOMMENDED**  
<http://allentx.ionwave.net>

BID PACKAGES  
MAY BE DELIVERED OR MAILED TO:

**CITY OF ALLEN PURCHASING DIVISION**  
**305 CENTURY PARKWAY**  
**ALLEN, TX 75013**

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Eva Badali, Sr. Buyer, 214-509-4631

COVER SHEET

INDEX

SECTION I

NOTICE TO OFFERORS

SECTION II

GENERAL TERMS & CONDITIONS

SECTION III

SPECIFICATIONS & EQUIPMENT LIST

SECTION IV

BID FORM & PRICING

SECTION V

EXHIBITS:

1. INSURANCE REQUIREMENTS
2. AFFIDAVIT OF NO PROHIBITED INTEREST
3. CONFLICT OF INTEREST  
CONFLICT OF INTERESTED PARTIES
4. BIDDERS QUALIFICATION STATEMENT
5. NO BID RESPONSE
6. SUPPLEMENTAL INFORMATION
7. SCHEDULE OF SUBCONTRACTORS
8. WORKFORCE COMPOSITION

## SECTION I - NOTICE TO OFFERORS

### 1.1 INTRODUCTION

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

### 1.2 SUBMISSION OF PROPOSAL

Electronic responses submitted via our online bidding system (<http://allentx.ionwave.net>) are the preferred method of receiving responses for this solicitation. All bids/proposals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid.

#### **INVITATION FOR BID # 2021-1-49 AEC PARKING GARAGE FIRE DAMAGE REPAIR**

Sealed offers are to be submitted to:

City of Allen  
Purchasing Department  
305 Century Parkway  
Allen, TX 75013

**NO LATE OFFERS WILL BE ACCEPTED  
FACSIMILE OR EMAILED BIDS WILL NOT BE ACCEPTED**

**Bids are due by March 25, 2021 @ 3:00 P.M. Central Time**

**A teleconference bid opening will be held. To participate, call in to the teleconference by dialing toll number 1-830-476-3317 and use the following dial-in code: 666 566 341#**

**The City of Allen strongly encourages bidders to submit their response to this bid electronically.**

### 1.3 PRE-CONFERENCE MEETING/SITE VISIT

A teleconference is scheduled for March 3, 2021 at 10:00 A.M. **To participate, call in to the teleconference by dialing toll number 1-830-476-3317 and use the following dial-in code: 509 479 203#.** Potential bidders may visit the job sites at their convenience before Pre-bid meeting. To schedule an appointment, contact William Herman, [wherman@alleneventcenter.com](mailto:wherman@alleneventcenter.com)

### 1.4 NUMBER OF COPIES

Bidder shall **either** submit their bid electronically or submit one original set and two (2) copies of proposal documents and one (1) electronic copy on a flash drive. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked **"Original"**.

### 1.5 PROPOSAL INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of offers.

## 1.6 DISCLOSURE OF RESPONSE

All information submitted in an accepted response shall be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

## DISCLOSURE OF INTERESTED PARTIES

Texas Legislature passed HB 1295 that now requires a government entity receive a Disclosure of Interested Parties (Form 1295) before entering into a contract with a vendor that requires action by the City Council. Form 1295 was created by the Texas Ethics Commission per the direction of the Texas Legislature. The form shall be completed electronically on the Texas Ethics Commission website, <https://www.ethics.state.tx.us>. Once you have electronically completed the form, you shall print the form, sign & notarize the form, then deliver the form to the City of Allen along with the executed contract. This will apply to contracts that will require Council approval, in most situations will be \$50,000 or greater.

## 1.7 ADDENDUMS/AMENDMENTS

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. **The last day for questions will be on Monday, March 08, 2021 at 2:00 PM. The last day for addenda will be on Thursday, March 11, 2021 at 2:00 PM.** Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department. The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies shall be submitted as part of the signed proposal submittal.

## 1.8 BID SUBMITTALS

Bids shall be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

*If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to bidders."*

## 1.9 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in

response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

**Responsive Bidder/Proposer**

A bid or proposal that fully conforms in all material respect to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all its requirements, including all form and substance.

**Responsible Bidder/Proposer**

A business entity or individual who has the capability and financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders/proposers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous five years and shall not currently be included on any list of debarred or suspended business entities or individuals.

### **1.10 AWARD**

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this bid/proposal. The award shall be based on the lowest responsible and best-qualified bidder whose evaluation by the City of Allen indicates to be in the best interest of the City and taxpayers.

Bid will be awarded on the basis of "best value". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting the successful bidder:

- 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.
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.
- the total long-term cost to the City to acquire the bidder's goods or services.

### **1.11 BID TABULATIONS**

Bid tabulations can be accessed through the electronic bidding system. Please allow at least one week after opening date for bids to be tabulated.

### **1.12 CONTRACT ADMINISTRATION**

The City of Allen Parks and Recreation Department together with the Purchasing Department shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

### **1.13 SUBSTANTIVE PROPOSALS**

The respondent shall certify (a) that the bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that has not solicited or induced any other person, firm, or corporation from proposing; and (d) that has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

Minimum standards for responsible prospective bidders are as follows:

- Have adequate financial resources, or the ability to obtain such resources
- Be able to comply with the required or proposed schedules and project requirements
- Competitive pricing
- Have a satisfactory record of performance for contracts of similar scope (complete attached reference sheet)
- Have a satisfactory record of integrity and ethics
- Completeness and thoroughness of bid submittal

Bidders shall submit a Cashier's or Certified Check, issued by a bank satisfactory to the City of Allen, or a Bid Bond issued by a bonding company satisfactory to the City of Allen, payable without recourse to the order of the City of Allen in an amount not less than five percent (5%) of the largest possible bid submitted as a guaranty that Bidder will enter into a contract and execute Bond and Guaranty. Bids without required check or bid bond will be considered non-responsive.

### **1.14 DEFINITIONS**

- Bidder refers to submitter.
- Vendor refers to Successful Bidder or Contractor.
- Submittal refers to those documents required to be submitted to the City of Allen, by a bidder.

### **1.15 INQUIRIES**

Questions about this bid shall be in writing and directed to Eva Badali at the following address. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Eva Badali  
Sr. Buyer  
305 Century Parkway  
Allen, Texas 75013  
214-509-4631  
[ebadali@cityofallen.org](mailto:ebadali@cityofallen.org)

## **1.16 SCHEDULE OF EVENTS**

The upcoming schedule of events is tentative scheduled as follows:

Advertise Requirement	February 18 & 25, 2021
Pre-Conference Meeting	March 3, 2021, 10:00 AM
Bids Due	March 25, 2021, 3:00 PM
Council Agenda Tentative	April 13, 2021

## **SECTION II GENERAL TERMS & CONDITIONS**

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet shall be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination shall be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and



indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract with the exception of a change order processed through the Purchasing Department.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

2.13 The successful bidder and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service..."

2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form shall be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.17 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.

2.18 Unless otherwise notified, all invoices shall be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices shall show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.21 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.22 Vendors shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.23 When offering products other than those bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder shall provide a sample/demo of the product at no charge to the City within three days of the request and shall pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications shall be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

2.24 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

2.25 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.26 When unit price differs from extended price, the unit price prevails.

2.27 In case of a discrepancy between the product number and description, the description takes precedence.

2.28 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.29 Response to specification is primary in determining the lowest responsible bid.

2.30 The City of Allen reserves the right to award a vendor bid as an “alternate award”. The alternate vendor’s bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

2.31 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

2.32 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time shall be initialed by the signer of the bid, guaranteeing authenticity.

2.32.1 A price redetermination may be considered only at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer’s direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Allen reserves the right to accept or reject price redetermination as it deems to be in the best interest of the City. Annual contract escalators and consumer price index adjustments cannot exceed 3.5%. The City of Allen is operating under new constraints from State Legislature and our efforts are focused on finding solutions that maximize our impact on the community. Any adjustment in pricing shall be presented to the City of Allen at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.

2.33 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

2.34 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders shall be made in writing.

2.35 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Allen Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

2.36 Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.

2.37 All work, materials, equipment, and supplies, furnished under this contract shall comply with applicable laws, ordinances and regulations.

2.38 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.39 Quotations shall show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications, authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder.

2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor shall deliver to the specified room, the vendor shall remove all packing and debris, which results from set-up and installation. Owner dumpsters cannot be used.

2.41 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.

2.43 It is the policy of the City of Allen that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.44 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.

2.45 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.46 Workers' Compensation Coverage – **Statutory See Insurance Requirements in Exhibit**

2.47 Prevailing Wage Rates - The contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the project. The contractor shall comply with the Davis Bacon Act. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the owner to ensure compliance with this provision. Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and shall not pay less than the wages legally prescribed as set forth herein.

2.47.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.47.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.47.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.47.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

2.48 The Davis-Bacon Act, 40 U.S.C. §§ 276-A276A-7, provides that locally prevailing wages and fringe benefits shall be paid to laborers and the mechanics employed on Federally Funded contracts exceeding \$2,000 that may involve construction, alteration, maintenance or repair. The new interim rule clarifies that all Programs or Activities funded by ARRA and meeting the Davis-Bacon criteria will be subject to the requirements under Davis-Bacon. The awarding agency shall include the following provision in issuing grant announcements or requesting applications.

2.48.1 "Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code.

2.48.2 Pursuant to reorganization Plan No. 14 and the Copeland Act. 40 U.S.C. 3145, The Department of Labor has issued regulation at 29 CFR Parts 1, 3, and 5

to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-bacon contract clauses found in 29 C.F.R. 5.5(A) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating)”

2.49 Buy American Act See <http://www.whitehouse.gov/> or Buy American Certification for revisions, amendments and more information; Sec 1605. The Contractor shall comply with the Buy American Act. All materials installed shall be in accordance with the Buy American Act. Use of American iron, steel, and manufactured goods. None of the funds appropriated or otherwise made available by this act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

- (A) Subsection (A) shall not apply in any case or category of cases in which the head of the Federal Department or agency involved finds that:
  - a. Applying Subsection (A) would be inconsistent with the public interest.
  - b. Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quantity; or
  - c. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- (B) If the head of a Federal Department or agency determines that it is necessary to waive the application of subsection (A) based on a finding under subsection (B), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- (C) This section shall be applied in a manner consistent with United States Obligations under International Agreements.

2.50 Provide the names and locations of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.

2.51 All protests regarding the bid solicitation process shall be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.52 Bidders shall be capable of providing criminal background checks on all employees performing services in facilities or on properties that are open to the public.

2.53 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- 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 Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

## **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 shall 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?**

\_\_\_\_\_YES \_\_\_\_\_NO

### **SECTION III**

### **SPECIFICATIONS**

The intent of this contract is to provide the City of Allen with the services required for repairing all components of the Allen Event Center South Parking Garage structure which were damaged during a vehicular fire in April of 2020, as well as to provide all labor and equipment necessary to perform various tasks associated with it, as outlined the incident's insurance claim provided by Tailored Adjustment Services.

#### **DURATION OF AGREEMENT**

The contract period shall commence on a mutually agreeable date as part of a one-time process. Vendor shall be responsible for proving labor and equipment for services throughout the term of the contract.

#### **SCOPE OF WORK**

The types of repair performed under the contract are including, but not limited to, the following:

- Concrete repair
- Painting
- Masonry acid wash
- Smoke seal
- Concrete patch
- Commercial sign
- Parking lot striping
- Caulking w/ latex fire sealant
- Exit signage
- Remove spotlight feature
- Remove lighting and electrical components
- Mask surface area w plastic and tape

#### **REQUIREMENT**

Work shall be done during normal weekday business hours during weekdays. No work s to be done on Holidays. Weekend and after hours work subject to approval.

A full replacement of the parking lot lighting will occur at the same time. Bidder must coordinate work done with lighting replacement in affected area.

The bidder shall maintain stock for common replacement parts and tools for purchase. Special order items may be requested when necessary.

#### **LOCATION**

Allen Event Center South Parking Garage structure  
200 E. Stacy Rd., #1350, Allen, TX 75002.

#### **REFERENCES**

1. Vendor shall have a minimum of FIVE (5) years of experience
2. Bidders shall submit with their bid a list of at least three (3) current references.



References should include a contact name, email address and telephone number for jobs/contracts in the Public and/or Private Sectors that are equal to the size and complexity of the City of Allen's requirements, provided herein.

**COMMUNICATION**

It is essential that the awarded Contractor respond clearly after receiving a telephone call or email from the City. Written correspondence from the City of Allen shall be answered within twenty-four (24) hours.

**SECTION IV**  
**BID FORM/PRICING**

\*Important\* Please provide pricing on electronic excel spreadsheet attached to this solicitation in the City of Allen's E-bid (Ionwave) system labeled "*Bid Sheet – AEC Parking Garage Fire Damage Repair*" *Submittal Form* Electronic response submitted is highly preferred.

					Vendor Name:	
EM #	LOCATIONS	UNIT	QTY	UNIT PRICE	EXT. PRICE	
<b>Storage Area/Room</b>						
1	Remove Coil - 5 ton - cased	EACH	1			
2	Coil - 5 ton - cased	EACH	1			
3	HVAC Technician - per hour (6 hours)	HOURL	6			
<b>Parking Garage</b>						
4	Masonry Acid Wash, 7,729.71 SF	EACH	1			
5	Smoke Seal, 9,879.32 LF	EACH	1			
6	Paint Concrete the Surface Area 9,879.32 SF	EACH	1			
7	Concrete Repair - 20x13	EACH	1			
8	Concrete Patch/Small Repair	EACH	25			
9	Commercial Sign	EACH	1			
10	Parking Lot Striping - No Handicap Parking Stall	EACH	1			
11	Caulking - Latex Fire Sealant, 500 LF	EACH	1			
12	Remove Exit Sign - Wired In	EACH	1			
13	Exit Sign - Wired In	EACH	1			
<b>Subroom: Landing (2)</b>						
14	Masonry Acid Wash, 883.69 SF	EACH	1			
15	Smoke Seal, 714.72 LF	EACH	1			
16	Paint Concrete the Surface Area 714.72 SF	EACH	1			
17	Remove Fluorescent - One Tube - 2 - Strip Light	EACH	1			
18	Electrical Metallic Tubing (Conduit) 1", 120 LF	EACH	1			
19	Electrician	HOURL	3			
20	Remove Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1			
21	Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1			
22	Remove 110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1			
23	110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1			
24	Caulking - Latex Fire Sealant, 175 LF	EACH	1			
<b>Subroom: Stairs 2 (1)</b>						
25	Masonry Acid Wash, 869.04 SF	EACH	1			
26	Smoke Seal, 703.28 LF	EACH	1			
27	Paint Concrete the Surface Area, 703.28 SF	EACH	1			
<b>Subroom: Landing (2)</b>						
28	Masonry Acid Wash, 869.04 SF	EACH	1			
29	Smoke Seal, 703.28 LF	EACH	1			
30	Paint Concrete the Surface Area, 703.28 SF	EACH	1			
<b>Packing Garage - Exterior</b>						
31	Boom Lift - 50'-60' reach	DAY	4			
32	Smoke Seal, 1,200 LF	EACH	1			
33	Paint Concrete the Surface Area, 2,580 SF	EACH	1			
34	Mask the Surface Area Per Square Foot - Plastic and Tape - 4 mil, 10,320 SF	EACH	1			
<b>General</b>						
35	Refinish Precast Concrete - DT's, 600 SF	EACH	1			
36	Dumpster load- approx. 30 yards, 5-7 tons of debris	EACH	1			
<b>Total Amount</b>						\$0.00
Total Time Bid for Project from Receipt of PO (include permitting, equipment lead time, demolition, installation, startup, and all work associated with the project)			Calendar Days			

## BID ENDORSEMENT

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 filled in.

SUBMITTED BY:

---

(OFFICIAL Firm Name)

By: \_\_\_\_\_  
(Original Signature) **Shall be signed to be considered responsive**

---

(Typed or Printed Name)

---

(Title) (Date)

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

\_\_\_\_\_  
(Zip Code)

Phone #: (\_\_\_\_) \_\_\_\_\_

Fax #: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

If an addendum is issued for this bid, please acknowledge receipt.

**ADDENDUMS/AMENDMENTS:**

1)	_____	date acknowledged
2)	_____	date acknowledged
3)	_____	date acknowledged

## SECTION V – EXHIBITS

### EXHIBIT 1

#### CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

- (a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

User shall during the term hereof maintain in full force and affect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

#### **Contracts in the Amount of \$0-\$100,000**

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate.  or  \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

**Contracts in the Amount of \$100,000-\$1,000,000**

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence  \$2,000,000 general aggregate  \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> <li>\$1,000,000 per occurrence</li> <li>\$1,000,000 aggregate or</li> <li>\$1,000,000 combined single limits</li> </ul>	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

**Contracts in the Amount of \$1,000,000-\$8,000,000**

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> <li>\$1,000,000 per occurrence</li> <li>\$2,000,000 aggregate or;</li> <li>\$2,000,000 combined single limits</li> </ul>	City to be named as additional insured

3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

**All Contracts over \$8,000,000 shall 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 shall 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 shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City. Neither party shall be liable to the other for special, indirect, consequential or punitive damages for any reason.

**City of Allen Project or Bid Number:** \_\_\_\_\_

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

## **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 shall 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 shall, 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, 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.



**EXHIBIT 3**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="text-align: center; border-bottom: 1px solid black; padding-bottom: 5px;"><b>OFFICE USE ONLY</b></div> <div style="padding: 5px;"> Date Received </div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b>    <b>Name of vendor who has a business relationship with local governmental entity.</b> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b>    <input type="checkbox"/>    <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b>    <b>Name of local government officer about whom the information is being disclosed.</b> </div> <div style="text-align: center; margin-top: 20px;"> <hr style="width: 50%; margin: 0 auto;"/> Name of Officer </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b>    <b>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b> </div> <div style="padding: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No </p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>5</b>    <b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>6</b>    <input type="checkbox"/>    <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>7</b> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <hr style="width: 80%; margin: 0;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> <hr style="width: 80%; margin: 0;"/> Date </div> </div>		

**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.

**CERTIFICATE OF INTERESTED PARTIES**
**FORM1295**

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**

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

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

**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.

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 \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

Signature of authorized agent of contracting business entity (Declarant)

**EXHIBIT 4**  
**BIDDERS QUALIFICATION STATEMENT**

Project: Bid No. \_\_\_\_\_

Contractor: \_\_\_\_\_

Indicate One:      ☐ Sole Proprietor      ☐ Partnership      ☐ Corporation

Name: \_\_\_\_\_ Partner: \_\_\_\_\_

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

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

City \_\_\_\_\_ City \_\_\_\_\_

State & Zip: \_\_\_\_\_ State & Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

State and Date of Incorporation, Partnership, Ownership, Etc. \_\_\_\_\_

Location of Principal Office: \_\_\_\_\_

Contact and Phone at Principal Office: \_\_\_\_\_

Liability Insurance Provider and Limits of Coverage: \_\_\_\_\_

Workers compensation Insurance Provider: \_\_\_\_\_

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

Contact and Phone: \_\_\_\_\_

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

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

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?

List your most current agreements/contracts, with information, similar to the type of work bid.  
(Use Additional Sheets if Necessary)

**Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_

**Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_

**Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_

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

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**EXHIBIT 5**

**"NO BID" RESPONSE**

Please denote below the reason for not bidding on the above bid:

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**EXHIBIT 6**  
**SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development:

Is the company a	1	Sole Proprietorship	_____Yes _____No?
	2.	General Partnership	_____Yes _____No
	3.	Limited Partnership	_____Yes _____No
	4.	Corporation	_____Yes _____No
	5.	Other	_____Yes _____No

If the company is a **sole proprietorship**, please 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:

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

If the company is a **general partnership**, please 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:

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

If the company is a **limited partnership**, please 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:

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

If the company is a **corporation**, please 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:

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

If the company is **another entity** not listed above, please 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:

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

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

\_\_\_\_\_No \_\_\_\_\_Yes if yes, specify \_\_\_\_\_MBE \_\_\_\_\_WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

\_\_\_\_\_No \_\_\_\_\_Yes

If yes, specify the governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

**EXHIBIT 7**  
**SCHEDULE OF SUBCONTRACTORS**

Bidder/Contractor: \_\_\_\_\_ ☐ Small ☐ WBE ☐ MBE  
☐ Non-S/M/WBE

Description: \_\_\_\_\_ Contract/Solicitation Number \_\_\_\_\_

**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.

BUSINESS STATUS					Description of Commodity, Material, or Service	Dollar Amount
Name of company performing work	SM.	MBE	WBE	Non S/M/WBE		
						\$
						\$
						\$
						\$
						\$
						\$
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)						\$

**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: \_\_\_\_\_

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

**EXHIBIT 8**  
**WORK FORCE COMPOSITION**

Name of Firm	Phone Number Email
Address	City Zip
State	
Typed Name & Title of Authorized Executive	

Full Time Employees	Total Number of Employees			White			American Indian			Black			Hispanic	
	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female
Admin & Managerial														
Professional														
Technical														
Sales Workers														
Office & Clerical														
Skilled Workers														
Semiskilled Workers														
Unskilled Workers														
Apprentices														
Seasonal, Temp & Part Time														
TOTAL														

**WORK FORCE COMPOSITION**

Remarks

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### 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 Name and Title of Signer:

\_\_\_\_\_

(Please print or type)

Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

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



**Date: 3/31/2021  
ADDENDUM 1  
2021-12-37  
Cardio Fitness Equipment**

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.

**Action:**

- **Pre-Conference Attendance Sheet**
- **Specification- page 17 under Warranty section**
  - **Removed** ~~The awarded vendor shall warrant all service and replacement parts for a period of one (1) year or provide the City with the manufacturer's warranty for parts as applicable.~~

**Questions & Answers**

1. Does the sum of Attachment A include the "Possible Trade-In Equipment" to be entered on-line item #10 on the Price Sheet?

No, only the "Trade-In Equipment" as that is our focus for this equipment replacement/update. Should we have remaining funds we will potentially replace something from the "Possible Trade-In Equipment" section and use that trade-in value piece by piece to move forward.

The City will utilize "Possible Trade-In Equipment" list if a budget allows? Or if we have the potential funds?

**Answer:**

2. Please clarify the "Warranty" section on the specification page 17?

**Answer:** The awarded vendor shall provide a lifetime warranty on the frames, a minimum of five (5) years warranty, including service for warranty repairs on all moving parts.

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

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

Signature of Officer

Date





**Date: 3/19/2021**

**ADDENDUM 2**

**2021-1-49**

**AEC Parking Garage Fire Damage Repair**

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.

**Attachment**

- Revised Addendum 1

**Questions & Answers:**

1. Can the City of Allen elaborate on "smoke seals" for the AEC Parking Garage Fire Damage Repair?

**Answer:** Smoke Seals would be the Shellac Primer.

2. Do we bid on the smoke sealant that is rolled on by the SF?

**Answer:** Yes.

**NOTE: Failure to submit the REVISED Bid Sheet could result in your bid being deemed non-responsive.**

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

\_\_\_\_\_

Signature of Officer

\_\_\_\_\_

Date



**Date: 3/4/2021**

**ADDENDUM 1**

**2021-1-49**

**~~Pump Repairs and Pumping Station Services~~**

**AEC Parking Garage Fire Damage Repair**

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.

**Attachments:**

- Pre-conference sign-in sheet
- Rev 1 – Bid Sheet 2021-1-49
  - Removed line #31 Boom Lift and #33 Paint Concrete the Surface

**Questions & Answers:**

1. What is estimated cost range?  
**Answer:** The estimate expenditure is \$117,730.00.
2. What is the number of days need to be complete to this project?  
**Answer:** Bidder's shall complete all work by June 30, 2021.

**NOTE: Failure to submit the REVISED Bid Sheet could result in your bid being deemed non-responsive.**

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

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

Signature of Officer

Date





## Bid Sheet - #2021-1-49 AEC Parking Garage Fire Damage Repair

BIDDERS MUST BID ON EACH LINE IN A GROUP TO BE CONSIDERED FOR AWARD OF THAT GROUP. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

Vendor Name:

ITEM #	LOCATIONS	UNIT	QTY	UNIT PRICE	EXT. PRICE
<b>Storage Area/Room</b>					
1	Remove Coil - 5 ton - cased	EACH	1		
2	Coil - 5 ton - cased	EACH	1		
3	HVAC Technician - per hour (6 hours)	HOUR	6		
<b>Parking Garage</b>					
4	Masonry Acid Wash, 7,729.71 SF	EACH	1		
5	Smoke Seal, 9,879.32 LF	EACH	1		
6	Paint Concrete the Surface Area 9,879.32 SF	EACH	1		
7	Concrete Repair - 20x13	EACH	1		
8	Concrete Patch/Small Repair	EACH	25		
9	Commercial Sign	EACH	1		
10	Parking Lot Striping - No Handicap Parking Stall	EACH	1		
11	Caulking - Latex Fire Sealant, 500 LF	EACH	1		
12	Remove Exit Sign - Wired In	EACH	1		
13	Exit Sign - Wired In	EACH	1		
<b>Subroom: Landing (2)</b>					
14	Masonry Acid Wash, 883.69 SF	EACH	1		
15	Smoke Seal, 714.72 LF	EACH	1		
16	Paint Concrete the Surface Area 714.72 SF	EACH	1		
17	Remove Fluorescent - One Tube - 2 - Strip Light	EACH	1		
18	Electrical Metallic Tubing (Conduit) 1", 120 LF	EACH	1		
19	Electrician	HOUR	3		
20	Remove Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1		
21	Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1		
22	Remove 110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1		
23	110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1		
24	Caulking - Latex Fire Sealant, 175 LF	EACH	1		
<b>Subroom: Stairs 2 (1)</b>					
25	Masonry Acid Wash, 869.04 SF	EACH	1		
26	Smoke Seal, 703.28 LF	EACH	1		
27	Paint Concrete the Surface Area, 703.28 SF	EACH	1		
<b>Subroom: Landing (2)</b>					
28	Masonry Acid Wash, 869.04 SF	EACH	1		
29	Smoke Seal, 703.28 LF	EACH	1		
30	Paint Concrete the Surface Area, 703.28 SF	EACH	1		
<b>Packing Garage - Exterior</b>					
31	Boom Lift - 50'-60' reach	DAY	4		
32	Smoke Seal, 1,200 LF	EACH	1		
33	Paint Concrete the Surface Area, 2,580 SF	EACH	1		
34	Mask the Surface Area Per Square Foot - Plastic and Tape - 4 mil, 10,320 SF	EACH	1		
<b>General</b>					
35	Refinish Precast Concrete - DT's, 600 SF	EACH	1		
36	Dumpster load- approx. 30 yards, 5-7 tons of debris	EACH	1		
<b>Total Amount</b>					\$0.00

Total Time Bid for Project from Receipt of PO (include permitting, equipment lead time, demolition, installation, startup, and all work associated with the project)

Calendar Days



## Bid Sheet - #2021-1-49 AEC Parking Garage Fire Damage Repair

BIDDERS MUST BID ON EACH LINE IN A GROUP TO BE CONSIDERED FOR AWARD OF THAT GROUP. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

Vendor Name:

ITEM #	LOCATIONS	UNIT	QTY	UNIT PRICE	EXT. PRICE
<b>Storage Area/Room</b>					
1	Remove Coil - 5 ton - cased	EACH	1		
2	Coil - 5 ton - cased	EACH	1		
3	HVAC Technician - per hour (6 hours)	HOUR	6		
<b>Parking Garage</b>					
4	Masonry Acid Wash, 7,729.71 SF	EACH	1		
5	Smoke Seal, 9,879.32 LF	EACH	1		
6	Paint Concrete the Surface Area 9,879.32 SF	EACH	1		
7	Concrete Repair - 20x13	EACH	1		
8	Concrete Patch/Small Repair	EACH	25		
9	Commercial Sign	EACH	1		
10	Parking Lot Striping - No Handicap Parking Stall	EACH	1		
11	Caulking - Latex Fire Sealant, 500 LF	EACH	1		
12	Remove Exit Sign - Wired In	EACH	1		
13	Exit Sign - Wired In	EACH	1		
<b>Subroom: Landing (2)</b>					
14	Masonry Acid Wash, 883.69 SF	EACH	1		
15	Smoke Seal, 714.72 LF	EACH	1		
16	Paint Concrete the Surface Area 714.72 SF	EACH	1		
17	Remove Fluorescent - One Tube - 2 - Strip Light	EACH	1		
18	Electrical Metallic Tubing (Conduit) 1", 120 LF	EACH	1		
19	Electrician	HOUR	3		
20	Remove Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1		
21	Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1		
22	Remove 110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1		
23	110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1		
24	Caulking - Latex Fire Sealant, 175 LF	EACH	1		
<b>Subroom: Stairs 2 (1)</b>					
25	Masonry Acid Wash, 869.04 SF	EACH	1		
26	Smoke Seal, 703.28 LF	EACH	1		
27	Paint Concrete the Surface Area, 703.28 SF	EACH	1		
<b>Subroom: Landing (2)</b>					
28	Masonry Acid Wash, 869.04 SF	EACH	1		
29	Smoke Seal, 703.28 LF	EACH	1		
30	Paint Concrete the Surface Area, 703.28 SF	EACH	1		
<b>Packing Garage - Exterior</b>					
32	Smoke Seal, 1,200 LF	EACH	1		
34	Mask the Surface Area Per Square Foot - Plastic and Tape - 4 mil, 10,320 SF	EACH	1		
<b>General</b>					
35	Refinish Precast Concrete - DT's, 600 SF	EACH	1		
36	Dumpster load- approx. 30 yards, 5-7 tons of debris	EACH	1		
<b>Total Amount</b>					<b>\$0.00</b>

Total Time Bid for Project from Receipt of PO (include permitting, equipment lead time, demolition, installation, startup, and all work associated with the project)

Calendar Days



## **2021-1-49 Addendum 2 SDB Contracting Services Supplier Response**

### **Event Information**

Number: 2021-1-49 Addendum 2  
Title: AEC Parking Garage Fire Damage Repair  
Type: Request For Bid  
Issue Date: 2/18/2021  
Deadline: 3/25/2021 03:00 PM (CT)  
Notes: GENERAL INFORMATION

CITY OF ALLEN, TEXAS  
BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING  
MANAGER

**INVITATION FOR BID**  
**SOLICITATION #2021-1-49**  
**AEC Parking Garage Fire Damage Repair**  
BID PACKAGES ARE DUE TO THE  
PURCHASING DIVISION PRIOR TO:

**March 25, 2021 @ 3:00 P.M.**

NO LATE BIDS WILL BE ACCEPTED  
**ELECTRONIC RESPONSES SUBMITTED THROUGH**  
**IONWAVE E-BID SYSTEM ARE RECOMMENDED**  
<http://allentx.ionwave.net>

BID PACKAGES  
MAY BE DELIVERED OR MAILED TO:

**CITY OF ALLEN PURCHASING DIVISION  
305 CENTURY PARKWAY  
ALLEN, TX 75013**

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE  
CONTACT:

Eva Badali, Sr. Buyer, 214-509-4631

**Contact Information**

Contact: Eva Badali Sr. Buyer  
Address: Purchasing  
305 Century Parkway  
Allen, TX 75013  
Phone: 214 (509) 4631  
Email: ebadali@cityofallen.org

## SDB Contracting Services Information

Address: 3516 Chaney Ln  
Plano, TX 75093  
Phone: (214) 721-4588

By submitting your response, you certify that you are authorized to represent and bind your company.

Shama Lakhani

Signature

Submitted at 3/25/2021 1:43:52 PM

shama.lakhani@sdb.com

Email

## Requested Attachments

**Bid Endorsement Form**

SDB Bid Endorsement Form.pdf

**All Addendums**

SDB\_City of Allen Parking Garage Addendums Acknowledgement.pdf

## Response Attachments

**SDB Submittal\_2021-1-49 City of Allen Parking Garage Proposal.pdf**

SDB Submittal\_2021-1-49 City of Allen Parking Garage Proposal

**SDB\_City of Allen Parking Garage Bid Sheet.pdf**

SDB\_City of Allen Parking Garage Bid Sheet

## Bid Attributes

### 1 Instructions

Required forms can be downloaded from the 'attachments' tab of the eBid solicitation. Documents are to be uploaded as part of the bid submittal or offer in the 'response attachments' section. Call the Purchasing Office with any questions or assistance regarding the eBid system.

### 2 Proof of Insurance

Submit proof of insurance that meets the City's minimum insurance requirements. An insurance certificate naming the City as additional insured is to be furnished upon award by the successful bidder or offerer. A waiver of subrogation must apply to all lines. The Certificate Holder box will read as follows: City of Allen, 305 Century Pkwy, Allen, TX 75013.

COMPLETE

### 3 Bid Endorsement Form

COMPLETE

### 4 Workforce Composition Form

COMPLETE

### 5 Affidavit of No Prohibited Interest Form

COMPLETE

6	<b>Conflict of Interest Questionnaire Form</b> <div>COMPLETE</div>
7	<b>Schedule of Subcontractors Form</b> <div>COMPLETE</div>
8	<b>1295 Form</b> Form must be completed online, <a href="https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm">https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</a> <div>COMPLETE</div>
9	<b>Bidders Qualification Statement</b> <div>Bidders Qualification Statement</div>
10	<b>Supplemental Information</b> <div>Supplemental Information</div>
11	<b>Addendum</b> The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal. <div>Addendum</div>



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2021-730765

Date Filed:  
03/25/2021

Date Acknowledged:

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

SDB Contracting Services  
Tempe, AZ United States

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

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.

#2021-1-49  
AEC Parking Garage Fire Damage Repair

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Schmidt, Angeline	Phoenix, AZ United States	X	
	Riccio, Edward	Chandler, AZ United States	X	
	Schmidt, Craig	Phoenix, AZ United States	X	
	Spagnuolo, Dominic	Phoenix, AZ United States	X	
	Pierce, Ryan	Mesa, AZ United States	X	

5 Check only if there is NO Interested Party. ☐


### 6 UNSWORN DECLARATION

My name is Ryan Pierce, and my date of birth is 3/12/80.

My address is 4552 E. Des Moines St., Mesa, AZ, 85205, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Maricopa County, State of Arizona, on the 25 day of March, 2021.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)


## BID ENDORSEMENT

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 filled in.

SUBMITTED BY:

SDB, Inc. dba SDB Contracting Services  
(OFFICIAL Firm Name)

By: 

(Original Signature) **Shall be signed to be considered responsive**

Casey Sundt

(Typed or Printed Name)

Vice President of Texas Operations 03/25/2021

(Title)

(Date)

Remittance

Address: 4951 Airport Parkway, Suite 800

Addison, TX 75001

(Zip Code)

Phone #: (469) 619-3753

Fax #: ( ) N/A

E-Mail Address: casey.sundt@sdb.com

If an addendum is issued for this bid, please acknowledge receipt.

### ADDENDUMS/AMENDMENTS:

- 1) 03/04/2021 date acknowledged
- 2) 03/18/2021 date acknowledged
- 3) \_\_\_\_\_ date acknowledged



## **AEC PARKING GARAGE FIRE DAMAGE REPAIR SOLICITATION #2021-1-49**

**ELECTRONIC SUBMITTAL:**  
through Ionwave

**DUE:**  
Thursday, March 25, 2021  
2:00 PM

**PRESENTED BY:**



2.53 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- 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 Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

## **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 shall 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?**

✓ YES \_\_\_\_\_ NO



## Bid Sheet - #2021-1-49 AEC Parking Garage Fire Damage Repair

**BIDDERS MUST BID ON EACH LINE IN A GROUP TO BE CONSIDERED FOR AWARD OF THAT GROUP. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY**

**SDB Contracting  
Services**

ITEM #	LOCATIONS	UNIT	QTY	UNIT PRICE	EXT. PRICE
<b>Storage Area/Room</b>					
1	Remove Coil - 5 ton - cased	EACH	1	\$ 821.26	\$ 821.26
2	Coil - 5 ton - cased	EACH	1	\$ 4,711.97	\$ 4,711.97
3	HVAC Technician - per hour (6 hours)	HOURL	6	\$ 71.86	\$ 431.16
<b>Parking Garage</b>					
4	Masonry Acid Wash, 7,729.71 SF	EACH	1	\$ 18,092.02	\$ 18,092.02
5	Smoke Seal, 9,879.32 LF	EACH	1	\$ 5,070.91	\$ 5,070.91
6	Paint Concrete the Surface Area 9,879.32 SF	EACH	1	\$ 15,212.73	\$ 15,212.73
7	Concrete Repair - 20x13	EACH	1	\$ 6,453.85	\$ 6,453.85
8	Concrete Patch/Small Repair	EACH	25	\$ 297.71	\$ 7,442.64
9	Commercial Sign	EACH	1	\$ 615.94	\$ 615.94
10	Parking Lot Striping - No Handicap Parking Stall	EACH	1	\$ 3,079.71	\$ 3,079.71
11	Caulking - Latex Fire Sealant, 500 LF	EACH	1	\$ 1,642.51	\$ 1,642.51
12	Remove Exit Sign - Wired In	EACH	1	\$ 30.80	\$ 30.80
13	Exit Sign - Wired In	EACH	1	\$ 244.32	\$ 244.32
<b>Subroom: Landing (2)</b>					
14	Masonry Acid Wash, 883.69 SF	EACH	1	\$ 2,068.35	\$ 2,068.35
15	Smoke Seal, 714.72 LF	EACH	1	\$ 366.86	\$ 366.86
16	Paint Concrete the Surface Area 714.72 SF	EACH	1	\$ 1,100.57	\$ 1,100.57
17	Remove Fluorescent - One Tube - 2 - Strip Light	EACH	1	\$ 92.39	\$ 92.39
18	Electrical Metallic Tubing (Conduit) 1", 120 LF	EACH	1	\$ 1,334.54	\$ 1,334.54
19	Electrician	HOURL	3	\$ 400.36	\$ 1,201.09
20	Remove Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1	\$ 461.96	\$ 461.96
21	Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1	\$ 3,621.74	\$ 3,621.74
22	Remove 110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1	\$ 359.30	\$ 359.30
23	110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1	\$ 718.60	\$ 718.60
24	Caulking - Latex Fire Sealant, 175 LF	EACH	1	\$ 1,642.51	\$ 1,642.51
<b>Subroom: Stairs 2 (1)</b>					
25	Masonry Acid Wash, 869.04 SF	EACH	1	\$ 2,034.06	\$ 2,034.06
26	Smoke Seal, 703.28 LF	EACH	1	\$ 360.98	\$ 360.98
27	Paint Concrete the Surface Area, 703.28 SF	EACH	1	\$ 1,082.95	\$ 1,082.95
<b>Subroom: Landing (2)</b>					
28	Masonry Acid Wash, 869.04 SF	EACH	1	\$ 2,034.06	\$ 2,034.06
29	Smoke Seal, 703.28 LF	EACH	1	\$ 360.98	\$ 360.98
30	Paint Concrete the Surface Area, 703.28 SF	EACH	1	\$ 1,082.95	\$ 1,082.95
<b>Packing Garage - Exterior</b>					
32	Smoke Seal, 1,200 LF	EACH	1	\$ 615.94	\$ 615.94
34	Mask the Surface Area Per Square Foot - Plastic and Tape - 4 mil, 10,320 SF	EACH	1	\$ 2,545.89	\$ 2,545.89
<b>General</b>					
35	Refinish Precast Concrete - DT's, 600 SF	EACH	1	\$ 14,893.48	\$ 14,893.48
36	Dumpster load- approx. 30 yards, 5-7 tons of debris	EACH	1	\$ 5,397.93	\$ 5,397.93
<b>Total Amount</b>					\$107,226.95
Total Time Bid for Project from Receipt of PO (include permitting, equipment lead time, demolition, installation, startup, and all work associated with the project)		Calendar Days	75		




## BID ENDORSEMENT

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 filled in.

SUBMITTED BY:

SDB, Inc. dba SDB Contracting Services  
(OFFICIAL Firm Name)

By: 

(Original Signature) **Shall be signed to be considered responsive**

Casey Sundt

(Typed or Printed Name)

Vice President of Texas Operations 03/25/2021

(Title)

(Date)

Remittance

Address: 4951 Airport Parkway, Suite 800

Addison, TX 75001

(Zip Code)

Phone #: (469) 619-3753

Fax #: ( ) N/A

E-Mail Address: casey.sundt@sdb.com

If an addendum is issued for this bid, please acknowledge receipt.

### ADDENDUMS/AMENDMENTS:

- 1) 03/04/2021 date acknowledged
- 2) 03/18/2021 date acknowledged
- 3) \_\_\_\_\_ date acknowledged

3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

**All Contracts over \$8,000,000 shall 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 shall 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 shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City. Neither party shall be liable to the other for special, indirect, consequential or punitive damages for any reason.

**City of Allen Project or Bid Number:** 2021-1-49

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

**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.

SDB, Inc. dba SDB Contracting Services

**Name of Contractor**

By: 

Signature

Casey Sundt

(Print Name)

Vice President of Texas Operations

(Title)


STATE OF TEXAS

COUNTY OF Dallas

§

§

**SUBSCRIBED AND SWORN TO** before me this 25<sup>th</sup> day of March, 2021.

  
Notary Public, State of Texas





**EXHIBIT 3**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<p align="center"><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which</p>	
<p><b>3</b> Name of</p>	<p><b>4</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <div style="border: 2px solid black; padding: 50px; text-align: center; font-size: 48px; margin: 20px 0;">N/A</div> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>	
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> <p>_____ Signature of vendor doing business with the governmental entity</p> </div> <div> <p>_____ Date</p> </div> </div>		

**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):**

N/A

to a vendor if:

government officer or a member receiving taxable gifts during the 12-month period preceding the date the contract with the vendor has been executed; or

the vendor has entered into a contract with the local governmental entity, or an officer of that local governmental entity, or a family member of the officer, one or more gifts described by Subsection (a) preceding the date the contract with the vendor has been executed; or

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

a business relationship with a local governmental 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.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2021-730765

Date Filed:  
03/25/2021

Date Acknowledged:

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

SDB Contracting Services  
Tempe, AZ United States

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

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.

#2021-1-49  
AEC Parking Garage Fire Damage Repair

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Schmidt, Angeline	Phoenix, AZ United States	X	
	Riccio, Edward	Chandler, AZ United States	X	
	Schmidt, Craig	Phoenix, AZ United States	X	
	Spagnuolo, Dominic	Phoenix, AZ United States	X	
	Pierce, Ryan	Mesa, AZ United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 UNSWORN DECLARATION

My name is Ryan Pierce, and my date of birth is 3/12/80.

My address is 4552 E. Des Moines St., Mesa, AZ, 85205, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Maricopa County, State of Arizona, on the 25 day of March, 2021.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

**EXHIBIT 4**  
**BIDDERS QUALIFICATION STATEMENT**

Project: Bid No. 2021-1-49

Contractor: SDB, Inc. dba SDB Contracting Services

Indicate One:        ☐ Sole Proprietor        ☐ Partnership        ☒ Corporation

Name:        Casey Sundt        Partner:        \_\_\_\_\_

Title:        Vice President of Texas Operations        Title:        \_\_\_\_\_

Address:        4951 Airport Pkwy., Ste. 800        Address:        \_\_\_\_\_

City        Addison        City        \_\_\_\_\_

State & Zip:        TX 75001        State & Zip:        \_\_\_\_\_

Phone:        (469) 619-3753        Phone:        \_\_\_\_\_

State and Date of Incorporation, Partnership, Ownership, Etc. State of Arizona, 11/12/1980

Location of Principal Office: 1001 S. Edward Drive, Tempe, AZ 85281

Contact and Phone at Principal Office: Craig Schmidt, Vice President (480) 967-5810

Liability Insurance Provider and Limits of Coverage: Minard-Ames Insurance Services LLC

\$1,000,000 each occurrence; \$2,000,000 aggregate

Workers compensation Insurance Provider: Minard-Ames Insurance Services LLC

Address: 4646 East Van Buren Street, #200, Phoenix, AZ 85008

Contact and Phone: Carol Trelford, (602) 393-3419

Number of Years in Business as a Contractor on Above Types of Work: 40 years

Claims and Suits (If the answer to any of the questions is yes, please attach details):

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? Yes, see statement on the following page.

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? Yes, see statement on the following page.

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



SDB is in a dispute with an Arizona municipality over a project the company successfully completed in 2018. While SDB built the project in exact compliance with the plans and specification, the customer is not happy with the final appearance. As documented in an RFI, SDB cautioned the customer about this specific issue before construction began and recommended modified changes that, if accepted, would have resulted in a more aesthetically appealing end result. The customer rejected SDB's suggestion and demanded that the project be built according to the unaltered plans and specification. The customer monitored the construction daily, but it was not until the project was completed that the customer demanded that SDB demo the work and rebuild the project with the modified plans and specification. When SDB refused this demand, the customer terminated SDB's contract and withheld final payment. SDB is now seeking payment of the balance due, among other damages.

List your most current agreements/contracts, with information, similar to the type of work bid.  
(Use Additional Sheets if Necessary)

**Project:** Dallas College Eastfield Performance Hall

Project Description: Renovations and modernizations to the performance hall

Owner/Agency: Dallas College

Contact Person: Scott Wright Contract Price: \$761,742.00

Phone: (702) 528-2365 Email scottwright@dcccd.edu

**Project:** Parkland Motor Street Garage Repair

Project Description: Repaired exterior CMU walls in active garage

Owner/Agency: Parkland Hospital

Contact Person: Toni Ashon Contract Price: \$175,000.00

Phone: (214) 590-4944 Email toni.ashon@phhs.org

**Project:** Parkland - Children's Helipads

Project Description: Repaired helipads on top of active parking garages

Owner/Agency: Parkland Hospital - Children's Hospital

Contact Person: Roman Buckner Contract Price: \$150,000.00

Phone: (404) 798-3570 Email roman.buckner@cbre.com

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

BOK Financial - 2151 East Broadway Rd., Ste. 101 Tempe, AZ 85282

Steven Mountjoy - VP, Commercial Banker

Office: (602) 217-1583; Cell: (480) 567-8271

## PRIMARY CONSTRUCTION TEAM

### CORPORATE SUPPORT



CODY JACK  
DIR. OF ESTIMATING

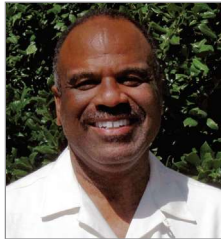


CRAIG FULTON  
SENIOR ESTIMATOR



DAVID DOPP  
DIR. OF RISK MANAGEMENT

### PROJECT MANAGEMENT



MILES WILSON  
SR. PROJECT MANAGER  
**POINT OF CONTACT**



MICHAEL MEALS  
ASSISTANT PROJECT MANAGER



DAVID ARBER  
SR. ESTIMATOR



MADISON ASHCROFT  
PROJECT COORDINATOR

### FIELD SUPERVISION



PEDRO MATA  
SUPERINTENDENT

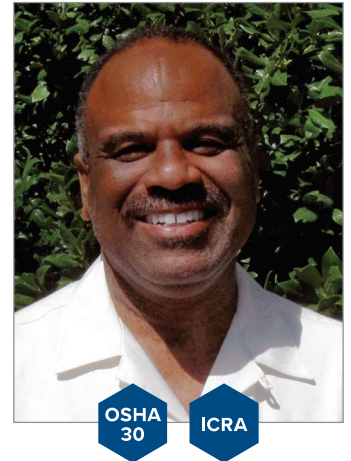


JAMES RON COOK  
SAFETY MANAGER



## Introduction

Miles has over 26 years experience in construction project implementation and construction management. He has extensive knowledge working in the Dallas Fort Worth area with higher education and municipal government entities. Miles coordinates jobsite construction activities and supervises field personnel as required to successfully complete the project on schedule and within budget. This includes managing/maintaining the on-site quality control, supervising all trade and field personnel, while administering sound jobsite safety practices. He will maintain the construction schedules, daily logs, ensure compliance, review schedules of values and pay applications.



## Education & Training

B.A. Degree, Real Estate Development Economics and Planning  
Claremont McKenna College, Claremont, California

- OSHA 30-Hour Trained
- CPR & First Aid Certified
- Infection Control Risk Assessment (ICRA) Certification
- NCCER Approved QA/QC Training
- CostWorks & JOCWorks Training
- eGordian & Progen Software Training

## Representative Projects

### City of Coppell

- Fire Station #3 Kitchen Upgrades
- Town Center Municipal Building Interior Renovation

### City of Fort Worth

- Account Department Demolition and Renovation
- Central Library Office Additions and Renovations
- Central Police Station Parking Structure
- Cowtown Arena Remodel
- East Berry Library Remodel
- Emergency Management Response Headquarters Renovation
- Fire Prevention at Various Library Locations
- Fire Station #50 Ground-Up Temporary Fire Station
- Fire Stations #1, #2, #10, #12, #13, #14, #16, #19, #21, #22, #23, #26 ADA Remodels

### Sam Houston State University

- AB1 144 Phase I & II Computer Office Renovations

### Tarrant County College District

- Dining Hall/Kitchen Remodel (South/NE/SW/NW Campuses)
- NE Campus Performance Hall Renovations
- NE Campus Science Building Classroom Remodel
- Northwest Campus Locker Room ADA Upgrades

- Resource Connection Office Renovations/ADA Improvements
- South Campus Performance Hall Renovations
- South Campus Physical Education Men's Locker Room Remodel

### University of North Texas

- Chemistry Computer Facility Build-out
- Computer Room Air Conditioning Upgrade
- Dental Facility Renovation
- Fine Arts Building Offices Remodel
- Football Stadium Pedestrian Walkway
- Material Science Engineering Labs Phases I & II
- Music Building MEP Upgrades
- Natural Science and Engineering Research Labs
- Research Greenhouse Facility Upgrades
- Sycamore Hall Computer Classrooms/Offices
- Multiple Office Remodels and Renovations
- Smart Room Build-out

### University of North Texas Health Science Center

- Classroom/MEP Upgrades
- Cooling Tower Repairs and Maintenance
- Multiple Classroom Conversion to New Lecture Hall





## Representative Projects Cont.

### **Tarrant County**

- Juvenile Justice Center ADA Improvements
- Tarrant County Courts District Attorney Office Remodel
- Vandergriff Civil Courts Soffit Modification
- Women, Infants and Children (WIC) Office Remodel

### **Wal-Mart**

- Supercenters in Raymore, Missouri, Joplin, Missouri, Claremore, Oklahoma and Gun Barrel City, Texas

### **Crowley Independent School District**

- Crowley High School Classroom Renovations/Remediation
- Crowley High School Press Box Upgrades
- Crowley Learning Center Campus Upgrades
- Dallas Park Elementary School Renovations
- Deer Creek School Renovations and Upgrades
- Meadowcreek Elementary School Renovations
- North Crowley High School Dining Hall Upgrades

### **Brunswick Bowling Centers**

- Various Locations

### **City of Fort Worth Cont.**

- Hemphill Solid Waste Drop-off Station
- Hillside Community Center Renovation
- Meadowbrook Golf Course Clubhouse Expansion and Renovation

- Multiple Fort Worth Zoo Remodel/Renovations
- Multiple Will Rogers Remodel/Renovation Projects
- Northside Community Center Renovations Phase I
- Northside Community Center Renovations Phase II
- Police Training Facility Office and Warehouse Remodel
- Radio Lab Renovations
- Riverside Community Center Renovation
- Sycamore Creek Golf Course Clubhouse Exterior Remodel
- Water Department Fuel Island Repair/Upgrades
- Water Department Office/Break Room Expansions

### **Prairie View A&M University**

- Agriculture Department Upgrades
- Confucius Institute Tenant Improvements
- Flight Dish Maintenance Remodel
- Interactive Marquee Signs
- Memorial Student Center Dining Hall and Kitchen

## Introduction

Michael has been in the construction industry since 2014 and with SDB since December 2015. Michael is 100% committed to the project. He has successfully supervised subcontractors on various renovation projects for Dallas ISD, UT Dallas, University of North Texas, Parkland Hospital, Encompass Health, UT Southwestern and Children's Hospital. Michael's responsibilities include ensuring that construction activities have the smallest possible impact on existing operations, scheduling, managing subcontractors, ensuring the project is built per plans and specs, site safety, quality and cost control.



## Education & Training

- CPR & First Aid Certified
- OSHA 30-Hour Trained
- Confined Space Trained
- Fall Protection Trained
- Infection Control Risk Assessment (ICRA) Certification

## Representative Projects

### Children's Health System of TX

- Plano Speed Bump
- ARCH Clinic Renovation
- Window Tint
- Bed Storage Ceiling Install

### City of Richardson

- Capital & Hallway Renovation
- Secretary & City Office Renovation

### City of Fort Worth

- Swift Elevator Shaft

### Dallas Independent School District

- John Ireland Elementary Renovation
- John Ireland School Roof Repairs
- Boardroom Renovation
- James Hogg Elementary Renovation

### Encompass Health

- Arlington ADA Upgrade
- 4th Floor 20 Bed Conversion

### Friends of Solar Prep

- Solar Prep Playground

### Irving Independent School District

- Austin Middle School Lab Upgrades

### Parkland Health and Hospital

- ASC OR Boom Replacement
- ASC OR Boom Phase 2

### University of North Texas

- Science Building Repairs

## Introduction

Pedro has been in the construction industry and working within K-12 facilities since 2003. His responsibilities include supervision of personnel, coordination and scheduling of subcontractors, quality control, daily documentation and safety management. Pedro has exceptional client survey results with near-zero punchlists and an exceptional safety record.



## Education & Training

- OSHA 30-Hour Trained
- CPR & First Aid Certified
- Infection Control Risk Assessment (ICRA) Certification
- HazCom: What You Need to Know with Globally Harmonized System (GHS) Trained
- NCCER Approved QA/QC Training

## Representative Projects

### Children's Health

- Bed Storage

### City of Coppell

- Town Center Municipal Building Interior Renovation
- Fire Station #3 Kitchen Upgrades

### Dallas County

- George Allan Waterproofing
- Sidewalk Waterproof Projects
- Polk Street Sheriff and Courts Building Renovation
- Lew Sterrett Sheriff's Restroom Renovation

### Dallas Independent School District

- John Ireland Elementary School Renovation
- Mount Auburn Elementary School Renovation
- Robert E. Lee Elementary School Renovation
- Wilmer Hutchins Elementary School Art Room Renovation
- Wilmer Hutchins Elementary Library Electrical Upgrades
- Cowart Elementary School Safety Upgrades
- Cowart Elementary School Electrical Upgrades
- L.G. Cigarroa Elementary School Parking Lot Replacement
- Stockard Middle School HVAC Renovation
- Withers Elementary School HVAC VAV Upgrade

### Denton Regional Medical Center

- Radiology Rooms Renovation

### Fort Walters

- Four Building Demolition Project

### Parkland Health

- SECOPC Mammography
- Loading Dock Renovation
- Second Floor Table Storage Renovation
- Parkland SE Community Oriented Primary Care New Roof
- Parkland Southeast Asphalt Repair
- Parkland Southeast Parking Lot Striping
- Parkland Southeast Employee Parking Lot Overlay
- Community Oriented Primary Care Sidewalk Repair
- Hospital Doors Installation

### Regional Hispanic Contractors Association

- Exterior Masonry Restoration

### Town of Trophy Club

- Police Department Renovations
- Police Department Building Re-Level Project

**EXHIBIT 6**  
**SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	_____ Yes	<input checked="" type="checkbox"/> No?
	2.	General Partnership	_____ Yes	<input checked="" type="checkbox"/> No
	3.	Limited Partnership	_____ Yes	<input checked="" type="checkbox"/> No
	4.	Corporation	<input checked="" type="checkbox"/> Yes	_____ No
	5.	Other	_____ Yes	<input checked="" type="checkbox"/> No

If the company is a **sole proprietorship**, please 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:

N/A

If the company is a **general partnership**, please 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:

N/A

If the company is a **limited partnership**, please 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:

N/A

If the company is a **corporation**, please 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:

SDB, Inc. dba SDB Contracting Services; SDB is an Arizona Corporation - 1001 S. Edward Drive, Tempe, AZ 85281, Maricopa County  
Angie Schmidt - CEO; Edward Riccio - CFO

If the company is **another entity** not listed above, please 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:

N/A

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

\_\_\_\_\_ No ☒ Yes if yes, specify \_\_\_\_\_ MBE ☒ WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

\_\_\_\_\_ No ☒ Yes

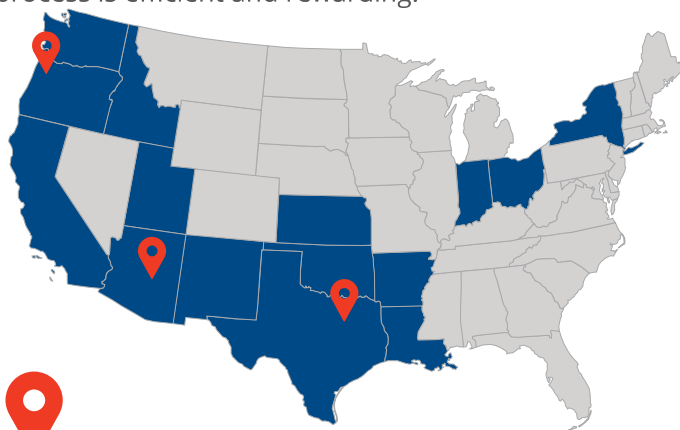
If yes, specify the governmental agency: Women's Business Enterprise National Council

Date of certification: 05/31/2018

Established in 1981, SDB is an Arizona Corporation and licensed General Contractor based in Tempe, Arizona that offers a wide range of construction services. SDB has a deep bench of talent with more than 300 field personnel that have serviced numerous projects ranging from educational, healthcare, municipal, government, aviation, tenant improvements, and site development. SDB has proven to have the skill set to take on any challenging project, provide rapid mobilizations, and deliver quality output. With knowledgeable management and field staff, our team is highly skilled and motivated to provide the best service to our clients. SDB has been recognized with numerous awards over the years. We believe the best results are achieved when people work together as a team. Our goal is to simplify the complexities of construction for our clients so that the process is efficient and rewarding.



Corporate Office, Tempe, Arizona



## ADDRESS OF SDB PRINCIPAL OFFICE:

1001 S. Edward Drive  
Tempe, AZ 85281



## ADDRESS OF SDB TEXAS OFFICE:

4951 Airport Parkway, Suite 800  
Addison, TX 75001

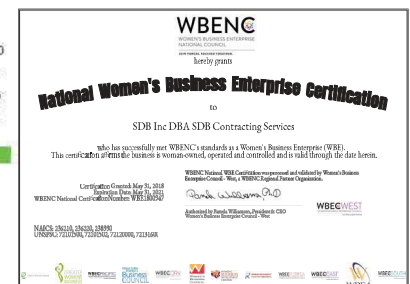


## ADDRESS OF SDB OREGON OFFICE:

8125 NW Cherry Drive  
Hillsboro, OR 97124

STATE	CONTRACTOR LICENSE(S)
Arizona	175022, 070507
Arkansas	0378000521
California	1033051
Idaho	None Required
Indiana	None Required
Kansas	Class B- Building
Louisiana	67038
New Mexico	399516
New York	None Required
Oklahoma	None Required
Ohio	3336
Oregon	195469
Texas	None Required
Utah	11577543-5501
Washington	SDBINID861NE

## Company Timeline/History/Milestones



**EXHIBIT 7**  
**SCHEDULE OF SUBCONTRACTORS**

Bidder/Contractor: SDB, Inc. dba SDB Contracting Services ☐ Small ☒ WBE ☐ MBE  
☐ Non-S/M/WBE

Description: General Contractor Contract/Solicitation Number \_\_\_\_\_

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		
Team North Texas				✓	Electrical	\$7,546.58
Whitecap		✓			HVAC	\$2,905.00
Macias Speciality Contracting		✓			Concrete	\$47,432.76
						\$
						\$
						\$
Dollar Amount of Work to be completed by Non-S/M/WBE Subcontractors						\$56,889.19
Dollar Amount of Work to be completed by S/M/WBE Subcontractors						\$50,337.76
Total (the total amount shall equal the amount proposed on summary of proposal page)						\$107,226.95

**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: Casey Sundt - Vice President of Texas Operations

Signature:  Date: 03/25/2021





JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

SDB Inc DBA SDB Contracting Services

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - West, a WBENC Regional Partner Organization.

Certification Granted: May 31, 2018

Expiration Date: May 31, 2021

WBENC National Certification Number: WBE1800947

Authorized by Pamela Williamson, President & CEO  
Women's Business Enterprise Council - West



NAICS: 236210, 236220, 238990

UNSPSC: 72101500, 72101502, 72120000, 72131600





**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	<b>1822794750600</b>
File/Vendor Number:	<b>522084</b>
Approval Date:	<b>19-MAY-2020</b>
Scheduled Expiration Date:	<b>19-MAY-2024</b>

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**WHITECAP, LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 22-MAY-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program  
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19





Minority Business Enterprise (MBE)  
**MACIAS SPECIALTY CONTRACTING LLC**

## **MACIAS SPECIALTY CONTRACTING LLC**

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

**NAICS 236220: COMMERCIAL BUILDING CONSTRUCTION GENERAL CONTRACTORS**

**NAICS 238110: CONCRETE REPAIR**

**NAICS 238390: CONCRETE COATING, GLAZING OR SEALING**

**NAICS 238390: DAMPPROOFING CONTRACTORS**

**NAICS 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA**

**NAICS 541611: SITE LOCATION CONSULTING SERVICES**

**NAICS 561790: CLEANING (E.G., POWER SWEEPING, WASHING) DRIVEWAYS AND PARKING LOTS**

**NAICS 561790: POWER WASHING BUILDING EXTERIORS**

This Certification commences September 12, 2019 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: September 30, 2021

Issued Date: September 12, 2019

CERTIFICATION NO. HMMB16289N0921



*Ericia Mitchell*

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Certification Administrator

**EXHIBIT 8**  
**WORK FORCE COMPOSITION**

SDB, Inc. dba SDB Contracting Services (469) 619-3753, casey.sundt@sdb.com

Name of Firm Phone Number

4951 Airport Parkway, Suite 800 Email  
Addison, TX 75001

Address City State

Zip

Casey Sundt, Vice President Texas Operations

Typed Name & Title of Authorized Executive

Full Time Employees	Total Number of Employees			White			American Indian			Black			Hispanic	
	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female
Admin & Managerial	66	11	14	58	9	12	0	0	0	2	2	.73	6	0
Professional	6	1	1	6	1	1	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	1	0	.18	1	0	0	0	0	0	0	0	0	0	0
Office & Clerical	14	26	7	12	19	5	0	0	0	1	1	.36	1	6
Skilled Workers	378	21	73	142	9	27	32	2	6	30	1	5	174	9
Semiskilled Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Unskilled Workers	19	1	3	8	0	1	0	0	0	0	1	.18	11	0
Apprentices	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Seasonal, Temp & Part Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	484	60	100	227	38	48	32	2	8	33	5	7	192	15

**WORK FORCE COMPOSITION**

Remarks

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### 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 Name and Title of Signer:

\_\_\_\_\_ Casey Sundt - Vice President of Texas Operations

(Please print or type)

Signature: 

Date: 03/25/2021

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



**Date: 3/4/2021  
ADDENDUM 1  
2021-1-49**

**Pump Repairs and Pumping Station Services**

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.

**Attachments:**

- Pre-conference sign-in sheet
- Rev 1 – Bid Sheet 2021-1-49
  - Removed line #31 Boom Lift and #33 Paint Concrete the Surface

**Questions & Answers:**

1. What is estimated cost range?  
**Answer:** The estimate expenditure is \$117,730.00.
2. What is the number of days need to be complete to this project?  
**Answer:** Bidder's shall complete all work by June 30, 2021.

**NOTE: Failure to submit the REVISED Bid Sheet could result in your bid being deemed non-responsive.**

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

Signature of Officer

03/04/2021

Date



Date: 3/4/2021

**ADDENDUM 1**

2021-1-49

**~~Pump Repairs and Pumping Station Services~~**

**AEC Parking Garage Fire Damage Repair**

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.

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- Rev 1 – Bid Sheet 2021-1-49
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Signature of Officer

03/04/2021

Date



Date: 3/19/2021

**ADDENDUM 2**

2021-1-49

**AEC Parking Garage Fire Damage Repair**

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.

**Attachment**

- Revised Addendum 1

**Questions & Answers:**

1. Can the City of Allen elaborate on "smoke seals" for the AEC Parking Garage Fire Damage Repair?

**Answer:** Smoke Seals would be the Shellac Primer.

2. Do we bid on the smoke sealant that is rolled on by the SF?

**Answer:** Yes.

**NOTE: Failure to submit the REVISED Bid Sheet could result in your bid being deemed non-responsive.**

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

Signature of Officer

03/18/2021

Date



**SDB**

4951 Airport Parkway, Suite 800  
Addison, Texas 75001  
(469) 619-3753  
[www.sdb.com/texas](http://www.sdb.com/texas)



**Date: 3/4/2021  
ADDENDUM 1  
2021-1-49**

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Signature of Officer

03/04/2021

Date





**Date: 3/4/2021**

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Signature of Officer

03/04/2021

Date



**Date: 3/19/2021**

**ADDENDUM 2**

**2021-1-49**

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**Answer:** Yes.

**NOTE: Failure to submit the REVISED Bid Sheet could result in your bid being deemed non-responsive.**

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

Signature of Officer

03/18/2021

Date



## Bid Sheet - #2021-1-49 AEC Parking Garage Fire Damage Repair

BIDDERS MUST BID ON EACH LINE IN A GROUP TO BE CONSIDERED FOR AWARD OF THAT GROUP. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

**SDB Contracting  
Services**

ITEM #	LOCATIONS	UNIT	QTY	UNIT PRICE	EXT. PRICE
<b>Storage Area/Room</b>					
1	Remove Coil - 5 ton - cased	EACH	1	\$ 821.26	\$ 821.26
2	Coil - 5 ton - cased	EACH	1	\$ 4,711.97	\$ 4,711.97
3	HVAC Technician - per hour (6 hours)	HOURL	6	\$ 71.86	\$ 431.16
<b>Parking Garage</b>					
4	Masonry Acid Wash, 7,729.71 SF	EACH	1	\$ 18,092.02	\$ 18,092.02
5	Smoke Seal, 9,879.32 LF	EACH	1	\$ 5,070.91	\$ 5,070.91
6	Paint Concrete the Surface Area 9,879.32 SF	EACH	1	\$ 15,212.73	\$ 15,212.73
7	Concrete Repair - 20x13	EACH	1	\$ 6,453.85	\$ 6,453.85
8	Concrete Patch/Small Repair	EACH	25	\$ 297.71	\$ 7,442.64
9	Commercial Sign	EACH	1	\$ 615.94	\$ 615.94
10	Parking Lot Striping - No Handicap Parking Stall	EACH	1	\$ 3,079.71	\$ 3,079.71
11	Caulking - Latex Fire Sealant, 500 LF	EACH	1	\$ 1,642.51	\$ 1,642.51
12	Remove Exit Sign - Wired In	EACH	1	\$ 30.80	\$ 30.80
13	Exit Sign - Wired In	EACH	1	\$ 244.32	\$ 244.32
<b>Subroom: Landing (2)</b>					
14	Masonry Acid Wash, 883.69 SF	EACH	1	\$ 2,068.35	\$ 2,068.35
15	Smoke Seal, 714.72 LF	EACH	1	\$ 366.86	\$ 366.86
16	Paint Concrete the Surface Area 714.72 SF	EACH	1	\$ 1,100.57	\$ 1,100.57
17	Remove Fluorescent - One Tube - 2 - Strip Light	EACH	1	\$ 92.39	\$ 92.39
18	Electrical Metallic Tubing (Conduit) 1", 120 LF	EACH	1	\$ 1,334.54	\$ 1,334.54
19	Electrician	HOURL	3	\$ 400.36	\$ 1,201.09
20	Remove Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1	\$ 461.96	\$ 461.96
21	Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1	\$ 3,621.74	\$ 3,621.74
22	Remove 110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1	\$ 359.30	\$ 359.30
23	110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1	\$ 718.60	\$ 718.60
24	Caulking - Latex Fire Sealant, 175 LF	EACH	1	\$ 1,642.51	\$ 1,642.51
<b>Subroom: Stairs 2 (1)</b>					
25	Masonry Acid Wash, 869.04 SF	EACH	1	\$ 2,034.06	\$ 2,034.06
26	Smoke Seal, 703.28 LF	EACH	1	\$ 360.98	\$ 360.98
27	Paint Concrete the Surface Area, 703.28 SF	EACH	1	\$ 1,082.95	\$ 1,082.95
<b>Subroom: Landing (2)</b>					
28	Masonry Acid Wash, 869.04 SF	EACH	1	\$ 2,034.06	\$ 2,034.06
29	Smoke Seal, 703.28 LF	EACH	1	\$ 360.98	\$ 360.98
30	Paint Concrete the Surface Area, 703.28 SF	EACH	1	\$ 1,082.95	\$ 1,082.95
<b>Packing Garage - Exterior</b>					
32	Smoke Seal, 1,200 LF	EACH	1	\$ 615.94	\$ 615.94
34	Mask the Surface Area Per Square Foot - Plastic and Tape - 4 mil, 10,320 SF	EACH	1	\$ 2,545.89	\$ 2,545.89
<b>General</b>					
35	Refinish Precast Concrete - DT's, 600 SF	EACH	1	\$ 14,893.48	\$ 14,893.48
36	Dumpster load- approx. 30 yards, 5-7 tons of debris	EACH	1	\$ 5,397.93	\$ 5,397.93
<b>Total Amount</b>					\$107,226.95
Total Time Bid for Project from Receipt of PO (include permitting, equipment lead time, demolition, installation, startup, and all work associated with the project)		Calendar Days	75		