

MEMORANDUM

TO: Judge Robert Hebert
County Judge

BID #12-057

AGENDA ITEM
21A

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign and date the attached contract(s) approved in
Commissioners Court on July 10, 2012. Thank you.

DATE: July 11, 2012

RETURN TO: Purchasing Agent
301 Jackson, Suite 201
Richmond, Texas 77469

**SECTION 00300
PROPOSAL (BID FORM)**

Proposal of IES Commercial Inc.
(hereinafter called "Bidder") organized and existing under the laws of the State of Texas and doing business as (a corporation, a partnership or an individual, as applicable) to CITY OF RICHMOND, TEXAS, hereinafter called ("Owner").

This proposal is for the furnishing of all labor, materials, equipment and supervision required to complete the construction of the following Project for operational service:

Richmond Regional Wastewater Treatment Facility Emergency Standby Power System

The Owner of the Project is as follows:

City of Richmond, Texas
600 Morton Street
Richmond, TX 77469

The undersigned Bidder declares that the only person or parties with interest in this Proposal as Principals are those named herein, that they have examined the Contract Documents thoroughly including the Contract, Specifications, and Construction Drawings, and have carefully examined the site conditions, material requirements, and proposed work involved in this Project, and agree that they will provide all necessary labor, superintendence, machinery, tools, apparatus, and other incidental items to the construction, and will do all the work and furnish all the materials specified in the Contract and Specifications and in the manner prescribed herein and according to the Engineer's requirements as set forth therein.

The following items are also understood and agreed by the undersigned Bidder to be requirements of the Project.

- 1) All quantities of work in the proposal are approximate only and are intended principally as a guide in evaluating bids.
- 2) The quantities of work to be performed at the unit prices proposed in the Bid Schedule may increase or decrease as may be required in the opinion of the Engineer to complete the work fully as planned and contemplated, and that all quantities of work whether increased or decreased are to be performed at the unit price bid in strict accordance with the provisions of the Proposal, Bid Schedule, Specifications, Drawings and all Addenda issued by James H. Suchma, P.E., Inc.
- 3) The total bid prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications. Similarly, the total bid prices may be decreased to cover deletion of work so ordered.

- 4) Should bid prices on any items be omitted, the right is reserved to apply the lowest prices submitted by any other bidder for the lowest omitted items in payment for work performed under this Proposal.
- 5) The award will be made to the responsible bidder, whose bid, in the opinion of the Owner, is deemed to be most advantageous to the Owner and will result in the best and most economical completion of the project.
- 6) If awarded the Contract, the undersigned will furnish Certificate of Insurance, Performance and Payment Bonds in the full amount of the Contract and execute and deliver a Contract on the form provided herein, within fifteen (15) days after award of the Contract, and will commence work within ten (10) days of the Notice to Proceed, and will faithfully and diligently thereafter pursue the work to completion and acceptance, within the time stipulated in the Proposal.
- 7) The Contractor shall submit a monthly pay estimate by the 5th day of each month and shall include quantities of work completed by the 30th day of the previous month. This procedure shall be followed until the project is complete and final approval is made by the Engineer. It is also agreed that the Owner shall retain ten (10) percent of each estimate until the project is complete as estimated and accepted by the Engineer.
- 8) Prior to the execution of this Proposal, the undersigned does hereby certify that the bid is genuine and not made in the interest of other firms, cooperatives or in behalf of any undisclosed persons or interests other than the sole Bidder submitting this bid by signatures. The Bidder also certifies that they are not being solicited or induced by any other firms to submit a false or sham bid for obtaining advantage over any other bidder that is submitting a bid on this project.
- 9) Upon execution of a Contract, the unit prices bid shall constitute the unit prices used to calculate payments based on the actual quantities completed and in place. Payments will be made for installed items at the Contract unit price and total price entered herein for each item as authorized and provided in accordance with the Specifications and Drawings. The total Contract price will be adjusted for the final payment based on the actual quantities installed upon completion.
- 10) The bid prices submitted in the attached Bid Schedule shall remain valid for ninety (90) days from the date of the bid opening.
- 11) If there is a discrepancy between the unit price "written in words" and the numerical unit prices, the unit prices "written in words" shall be used.
- 12) Having examined the Contract Documents including the Invitation to Bid, Instructions to Bidders, Contract Agreement, General and Special Conditions, and Drawings and Technical Specifications including all Addenda, the undersigned proposes to perform the completed work of the project for the total stipulated sum as written in the Bid Proposal,

and the undersigned represents and warrants that: 1) all tangible, personal property identified as materials in the bid proposal will be incorporated into the project subject only to field adjustments as to quantities; and 2) prices of such materials are exclusive of sales and use taxes.

- 13) Having examined the Plans, Specifications, General and Special Conditions, and other proposed Contract Document, and all Addenda thereto and being acquainted with and fully understanding:
- a. The extent and character of the work covered by this Proposal;
 - b. The location, arrangement, and specified requirements for the proposed work;
 - c. The location, character, and condition of existing streets, roads, highways, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses, and other installations, both surface and underground, which may affect or be affected by the proposed work;
 - d. The nature and extent of work to be made, and the type, character and general condition of materials to be excavated;
 - e. Necessary handling and re-handling of excavated materials, including the construction of fills and embankments.
 - f. The location and extent of necessary or probable dewatering requirements;
 - g. The difficulties and hazards to the work that might be caused by storm and flood water;
 - h. Local conditions relative to labor, transportation, hauling and rail delivery facilities; and
 - i. All other factors and conditions affecting or which may be affected by the work.

The undersigned hereby agrees to complete all of the work indicated on the Engineer's Drawings and specified herein within 180 consecutive calendar days after the date of the Notice to Proceed with the construction of the improvements. The maximum number of calendar days is 330. The proposed number of calendar days required to complete the project is a consideration for the determination of a bonafide Bid and may, at the Owner's discretion, affect the award of the Contract.

Receipt of the following Addenda is hereby acknowledged:

ADDENDUM No. 1 Dated _____ Received _____

ADDENDUM No. 2 Dated _____ Received _____

ADDENDUM No. 3 Dated _____ Received _____

ADDENDUM No. 4 Dated _____ Received _____

Enclosed is a Bid Bond, made payable to City of Richmond, Texas in the amount of

Five Percent of the Greatest Amount Bid Dollars and 5% G.A.B
(Written in words) (Written in Words)

Said amount being five (5%) percent of the largest possible total of the submitted Bid.

It is understood that the Owner reserves the right to reject any and/or all bids or to accept the bid deemed most advantageous to the Owner. Award of the Contract will be based on the lowest, bonafide, responsive Bid.

As bidder, in submitting this Bid, I acknowledge that:

1. The Owner reserves the right to reject any and all Bids.
2. I will hold my Bid open until 75 days from the bid date.
3. I will accept the provisions of the Instructions to Bidders regarding the disposition of the Bid Security.
4. The award of the Contract will be made on the Base Bid.
5. This Bid Proposal cannot be withdrawn on or after the closing time and the date for acceptance of Bids as defined above.
6. I will enter into a Contract with the Owner by executing an Agreement on the basis of this Bid and to furnish a Performance Bond, a Payment Bond, a Maintenance Bond and a Certificate of Insurance as required by the Conditions of the Contract, all within 10 days of contract award.
7. To accomplish the work in accord with the Contract Documents.
8. The Contract price may be increased or decreased or the Contract time reduced or extended to compensate for changes in the work as ordered by the Engineer and provided for by the Conditions of the Contract.
9. I will complete the work within the number of days specified in this Bid Form as the Bidder and pay to the Owner the sum of \$500 per day for each day extending past the completion date established by this Bid Form.
10. All Contract Documents, Drawings, Specifications and Addenda are completely understood and that there is no doubt as to the intent and scope of the work to be accomplished.

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

Respectfully Submitted,

Bidder: IES Commercial Inc.

By: Tyrone Tyler *Tyrone Tyler*

Name: IES Commercial Inc.

Address: 9223 Solon Rd. Suite E

Houston, TX 77064

Phone No.: 713-744-4000

Fax No.: 713-744-4075

ATTEST: *Michael Burger*
Secretary of Corporation

AFFIX SEAL IF CORPORATION



**CITY OF RICHMOND, TEXAS
PROPOSED RICHMOND REGIONAL WASTEWATER TREATMENT FACILITY
EMERGENCY STANDBY POWER SYSTEM
BID SCHEDULE**

Item No.	Description of Work	Unit	Qty.	Unit Price	Total Price
SECTION ONE -SITWORK, STRUCTURES AND GENERAL					
1.	Site Work Complete, including ESPS Foundation	LS	1	\$ <u>10,380.00</u>	\$ <u>10,380.00</u>
2.	Emergency Standby Power System complete including all conduit, wiring, controls, connection to existing ONAN auto transfer switch and other appurtenances including hot-dip galvanized steel walkway	LS	1	\$ <u>107,389.00</u>	\$ <u>107,389.00</u>
3.	Facility Testing and Acceptance by ESPS Manufacturer Service Engineer	LS	1	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
4.	Quarterly maintenance and testing from date of final acceptance for two years.	LS	1	\$ <u>6,000.00</u>	\$ <u>6,000.00</u>
TOTAL COST FOR SECTION ONE (TOTAL ITEMS 1 THROUGH 4)					\$ <u>125,769.00</u>

**CITY OF RICHMOND, TEXAS
PROPOSED RICHMOND REGIONAL WASTEWATER TREATMENT FACILITY
EMERGENCY STANDBY POWER SYSTEM
BID SCHEDULE**

SECTION TWO - PART TWO - PREAPPROVED EQUIVALENTS

Item No.	Description	Manufacturer	Installed Price (Including Modifications)
1.	Emergency Standby Power System	<u>N/A</u>	\$ <u>N/A</u>
		<u>N/A</u>	\$ <u>N/A</u>

TOTAL COST FOR SECTION TWO -PART TWO \$ N/A

SECTION THREE - SUMMARY OF INSTALLED PRICES BY SECTION

The Bidder understands that for his Bid to be considered responsive, Section Three of this Proposal must be completed in all respects. The Bidder will therefore summarize and submit his Bid for the BASE BID in the following manner:

<u>SECTION</u>	<u>BASE BID</u>
SECTION ONE:	\$ <u>125,769.00</u>
SECTION TWO (Part One):	\$ <u>178,149.16</u>
SECTION TWO (Part Two):	\$ <u>N/A</u>
TOTAL BID (IN FIGURES):	\$ <u>\$ 303,918.16</u>
TOTAL BID (IN WORDS)	\$ <u>Two hundred ninety-nine thousand thirteen dollars</u> <u>fifty-four cents.</u>

Contract Sheet

THE STATE OF TEXAS
COUNTY OF FORT BEND

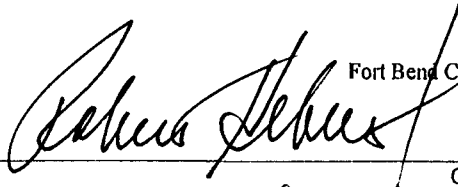
This memorandum of agreement made and entered into on the ~~26~~¹⁰ day of ~~June~~^{July}, 20 12, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and IES Commercial Inc.
(company name)
(hereinafter designated Contractor).

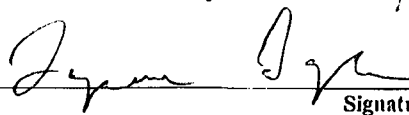
WITNESSETH:

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

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

Executed at Richmond, Texas this ~~26~~¹⁰ day of ~~June~~^{July}, 20 12.

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: Tyrone Tyler - Service Manager
Printed Name and Title

**CITY OF RICHMOND, TEXAS
PROPOSED RICHMOND REGIONAL WASTEWATER TREATMENT FACILITY
EMERGENCY STANDBY POWER SYSTEM
BID SCHEDULE**

SECTION TWO - PART TWO - PREAPPROVED EQUIVALENTS

Item No.	Description	Manufacturer	Installed Price (Including Modifications)
1.	Emergency Standby Power System	<u>N/A</u>	\$ <u>N/A</u>
		<u>N/A</u>	\$ <u>N/A</u>

TOTAL COST FOR SECTION TWO -PART TWO

\$ N/A

SECTION THREE - SUMMARY OF INSTALLED PRICES BY SECTION

The Bidder understands that for his Bid to be considered responsive, Section Three of this Proposal must be completed in all respects. The Bidder will therefore summarize and submit his Bid for the BASE BID in the following manner:

<u>SECTION</u>	<u>BASE BID</u>
SECTION ONE:	\$ <u>125,769.00</u>
SECTION TWO (Part One):	\$ <u>178,149.16</u>
SECTION TWO (Part Two):	\$ <u>N/A</u>
TOTAL BID (IN FIGURES):	\$ <u>\$ 303,918.16</u>
TOTAL BID (IN WORDS)	\$ <u>Three hundred three thousand nine hundred eighteen</u> <u>sixteen cents.</u>

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE IES Commercial, Inc.

9223 Solon Road, Suite E, Houston, Texas 77064

as Principal, hereinafter called the Principal, and National Union Fire Insurance Company of Pittsburgh, PA

175 Water Street, 18th Floor, New York, New York 10038

a corporation duly organized under the laws of the State of Pennsylvania

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

600 Morton Street, Richmond, Texas 77469

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid

Dollars (\$ 5% G.A.B.),

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

WHEREAS, the Principal has submitted a bid for Provide materials and labor for 12-057 Emergency Power Supply at 298
egion Lane, Richmond, Texas

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

Signed and sealed this 28th day of June, 2012

Michael Burger
(Witness)

IES Commercial, Inc.

[Signature] (Principal) (Seal)
By: [Signature] Service Manager (Title)

Cindy Peters
(Witness)

National Union Fire Insurance Company of Pittsburgh, PA

[Signature] (Surety) (Seal)
By: [Signature] Attorney-in-Fact Theresa Gildart (Title)

POWER OF ATTORNEY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, PA.
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 27087

No. 31-B-16587

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

---Pamela Prokop, Larry H. Senkel, Judy M. Dold, Jacqueline Kirk, Theresa Gildart: of Houston, Texas---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 26th day of March, 2012



Anthony Romano, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

JULIANA HALLENBECK
Notary Public - State of New York
No. 01HA6125671
Qualified in Bronx County
My Commission Expires April 18, 2013

On this 26th day of March, 2012 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

CERTIFICATE

Exerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing exerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 28th day of June, 2012



Denis Butkovic, Secretary

IMPORTANT NOTICE

**TO OBTAIN INFORMATION OR MAKE A COMPLAINT:
YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE
TO OBTAIN INFORMATION ON COMPANIES, COVERAGES,
RIGHTS OR COMPLAINTS AT:**

1-800-252-3439

YOU MAY WRITE THE TEXAS DEPARTMENT OF INSURANCE:

**P. O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX #(512) 475-1771**

PREMIUM OR CLAIM DISPUTES:

**SHOULD YOU HAVE A DISPUTE CONCERNING YOUR PREMIUM
OR ABOUT A CLAIM, YOU SHOULD CONTACT THE AGENT OR
COMPANY FIRST. IF THE DISPUTE IS NOT RESOLVED, YOU MAY
CONTACT THE TEXAS DEPARTMENT OF INSURANCE.**

ATTACH THIS NOTICE TO YOUR POLICY

**THIS NOTICE IS FOR INFORMATION ONLY AND DOES NOT BECOME
A PART OR CONDITION OF THE ATTACHED DOCUMENT.**

POLICYHOLDER NOTICE

Thank you for purchasing insurance from the Chartis companies. Chartis insurance companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by Chartis insurance companies to brokers and independent agents in the United States by visiting our website at www.chartisinsurance.com/producercompensation or by calling 1-800-706-3102.

EXHIBIT VIII

**Certification for Contracts, Grants, Loans
and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 28 date of June, 2012.

By 
(signature)

Tyrone Tyler
(typed or printed name)

Service Manager
(title, if any)

Covered Action: COMMUNITY DEVELOPMENT BLOCK GRANT
(type and identity of program, project or activity)

Exhibit IX

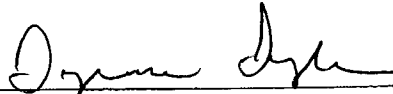
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND OTHER
RESPONSIBILITY MATTER FOR PRIMARY COVERED TRANSACTIONS

IES Commercial Inc.

NAME OF CONTRACTOR

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature of Contractor

June 28, 2012

Date

EXHIBIT X

FORT BEND COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

SUBCONTRACTOR PROFILE

Project Name: 12-057 Richmond Wastewater Treatment Facility

Name of Contractor: IES Commercial Inc.

Name of Subcontractor: _____

Federal Tax I.D. Number: 16-1664197

Type of Business: () Sole Proprietor () Partnership (X) Corporation

Name(s) of Principle Owner(s): _____

Address: 9223 Solon Rd. Suite E
Houston, TX 77064

Phone: 713-744-4000 FAX: 713-744-4075

Estimated Amount of Contract: _____

Type of Contract: (X) Construction () Supply () Service

Woman-owned () Yes (X) No Minority-Owned () Yes (X) No

Race of Head of Household:

- | | |
|---|--|
| <input type="checkbox"/> White | <input type="checkbox"/> Black/African American |
| <input type="checkbox"/> Asian | <input type="checkbox"/> American Indian/Alaska Native |
| <input type="checkbox"/> Native Hawaiian/Other Pacific Islander | <input type="checkbox"/> Asian and White |
| <input type="checkbox"/> Black/African American and White | <input type="checkbox"/> American Indian/Alaska Native and White |
| <input type="checkbox"/> American Indian/Alaska Native and Black/African American | <input type="checkbox"/> Other Multi Racial |

Ethnicity of Head of Household:

- Hispanic – A person of Mexican, Cuban, Puerto Rican, South or Central American, or other Spanish culture or Origin, regardless of race. Terms such as "Latino" or "Spanish Origin" apply to this category.
- Non-Hispanic – A person not of Mexican, Cuban, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race

Date: June 28, 2012

For Office Use Only

Minority Verification

Publication/Source

Contractor Eligibility Verification

Publication/Source

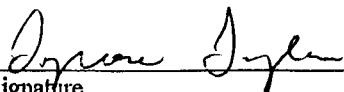
Exhibit XI

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

IES Commercial Inc.
(name of company) _____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (City/County) of Richmond/Fort Bend County

- A. To ascertain from the Grant Recipient's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of _____ (name of company) _____, we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.



Signature

Tyrone Tyler - Service Manager

Title

June 28, 2012

Date

SECTION 504 CERTIFICATION

Exhibit XII

POLICY OF NONDISCRIMINATION ON THE BASIS
OF DISABILITY

The IES Commercial Inc. does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) IES Commercial Inc.

(Address) 9223 Solon Rd. Suite E

Houston TX 77064

City State Zip

Telephone Number (713) 744 - 4000 Voice

(713) 744 - 4075 TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).



IES Commercial, Inc.
6510 Bourgeois Rd
Houston, TX 77066
Phone: 713-744-400
Fax: 713-830-2525
www.ies-co.com

IES Commercial, Inc. References

1. Kelly R. Kaluza & Associates – Llarance Turner – 281-341-0808
2. O'Malley Engineers, L.L.P – Kelly Hajek – 979-836-7937
3. Jones & Carter – Jonathan White – 713-777-5337



Service Manager

Project Experience Profile

Jeffrey Damschroder

Years in Trade: 15

IES Commercial, Inc., South Central Division

Qualifications: Jeff has a solid background in the construction industry, with professional experience in commercial installation and troubleshooting while supervising crews on numerous projects.

- **11** years experience as Project Foreman
- **11** years experience as Service Manager
- 15 years of electrical construction experience

Project Experience:

Project Name: Role: General Contractor: Engineer: Architect: Owner:	Cinemark-12 Cedar Park Project Manager Axiom Construction Cinemark Theaters	Project Name: Role: General Contractor: Engineer: Architect: Owner:	25 AT&T Retail Stores Project Manager/Estimator Spec-Built, Inc. AT&T Mobile
Project Name: Role: General Contractor: Engineer: Architect: Owner:	Aqua Texas Project Manager/Estimator Aqua Texas Water Management	Project Name: Role: General Contractor: Engineer: Architect: Owner:	2008 TDRA Hurricane Recovery Act Project Manager IES Commercial Kelly R. Kaluza & Assoc., John D. Mercer, O'Malley Engineers Brazoria County

Education & Technical Preparation:

- 30 Hr. OSHA Training
- 1st Aid and CPR Certified
- IES Commercial Safety & Leadership Training
- Certified Project Manager Training, ABC
- 9 years Training Instructor, Independent Electrical Contractors – Gulf Coast Chapter

Professional References:

Kenneth Hengst, Edwards Airfield Services – 281-209-1038

Shaun Castillo, Preferred Technologies – 281-442-0550

Eddie Rodriguez, Independent Electrical Contractors – 713-869-1976



Lead Service Tech/PM

Project Experience Profile

E. Orlando Franco

Years in Trade: 14

IES Commercial, Inc., South Central Division

Qualifications: Orlando has a solid background in the construction industry, with professional experience in commercial installation and troubleshooting.

- **12** years experience as Lead Technician
- **3** years experience as Project Manager
- 14 years of electrical experience

Project Experience:

Project Name: Role: General Contractor: Engineer: Architect: Owner:	Hurricane Ike & Dolly Project Manager IES Commercial Inc. Kelly Kaluza & Associates Brazoria County	Project Name: Role: General Contractor: Engineer: Architect: Owner:	Hurricane West Columbia Project Manager IES Commercial Inc. John D. Mercer & Assoc. Brazoria County
Project Name: Role: General Contractor: Engineer: Architect: Owner:	Harris County MUD #344 Project Manager IES Commercial Inc. Jones & Carter Harris County	Project Name: Role: General Contractor: Engineer: Architect: Owner:	Hurricane Sweeny Project Manager IES Commercial Inc. O'Malley Engineers, L.L.P. Brazoria County

Education & Technical Preparation:

- Journeyman Electrician State License
- 3 ½ years at IEC Houston
- 1st Aid and CPR Certified
- Bilingual

Professional References:

Llaurance Turner, Kelly Kaluza & Assoc. – 281-341-0808

Caleb Poland, Summit Electric – 713-236-2135

Charlene Boggs, Weatherford Labs – 832-912-0863



Estimator/Project Manager

Project Experience Profile

Tyrone Tyler

Years in Trade: 12

IES Commercial, Inc., South Central Division

Qualifications: Tyrone has a solid background in the construction industry, with professional experience in commercial installation and troubleshooting while supervising crews on numerous projects.

- 7 years experience of Estimating
- 5 years experience of Project Management
- 5 years of electrical construction experience

Project Experience:

Project Name: Role: General Contractor: Engineer: Architect: Owner:	JC Penny Project Manager Whitting Turner JCPenny Co., Inc.	Project Name: Role: General Contractor: Engineer: Architect: Owner:	Hotel Sorrela Event Center Project Manager Tribble & Stephens Proem Design Midway CC Hotel Partners
Project Name: Role: General Contractor: Engineer: Architect: Owner:	Bayou Vista Generator Project Manager IES Commercial John D. Mercer & Assoc. City of Bayou Vista	Project Name: Role: General Contractor: Engineer: Architect: Owner:	Castlewood Generator Project Manager IES Commercial Jones & Carter City of Castlewood

Education & Technical Preparation:

- 3 years as an instructor at IEC Apprenticeship School in Houston
- State of Texas Master's License
- IES Commercial Safety & Leadership Training
- PMOS/SAP Project Managing Skills

Professional References:

Scott Mcashland, M Scott Construction – 281-646-9399

Dave Baker, Trio Electric – 713-957-3336

Justin Wilson, Summit Electric – 713-230-6300

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) IES Commercial, Inc	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 4801 Woodway Drive, Suite 299-E	Requester's name and address (optional)
	City, state, and ZIP code Houston, TX 77056	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 5/29/12
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

MEMORANDUM OF INSURANCE

DATE OF ISSUE: 10/01/2011

PRODUCER:
 AON RISK SOLUTIONS
 Aon Risk Services Southwest, Inc.
 5555 San Felipe Street, Suite 500
 HOUSTON, TX 77056
 CONTACT: SHARON HILL
 PHONE: (832)476-6000

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Old Republic General Insurance Corp.
COMPANY LETTER	B	Navigators Specialty Insurance Company
COMPANY LETTER	C	Navigators Insurance Company
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED:
 Integrated Electrical Services, Inc. ETAL
 4801 Woodway Drive, Suite 200-E
 Houston, TX 77056

COVERAGES

This memorandum verifies that the following coverages are in force: General Liability, Automobile Liability, Excess Liability Workers' Liability.

This memorandum is furnished to you as a matter of information for your convenience. It is not intended to reflect all the terms and conditions or exclusions of such policies. This memorandum is not an insurance policy and does not amend, alter, or extend the coverage afforded by the listed policies. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE	EXP. DATE	LIMITS SHOWN ARE AS REQUESTED	
B	COMMERCIAL GENERAL LIABILITY	CE11CGL00560 5IC	10/1/2011	10/1/2012	GENERAL AGGREGATE	\$ 6,000,000
	<input checked="" type="checkbox"/> COM GEN LIABILITY				PRODUCTS-COMP/OP AGG	\$ 3,000,000
	<input type="checkbox"/> CLAIM OCCUR				PERSONAL & ADV INJURY	\$ Included
	<input type="checkbox"/> OWN & CONT PROT				EACH OCCURRENCE	\$ 3,000,000
	<input checked="" type="checkbox"/> Occurrence form				FIRE DAMAGE (Any fire)	\$ 100,000
					MED EXPENSE (Any one person)	\$ 5,000
A	AUTOMOBILE LIABILITY	A-6DA-986311-01	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
C	EXCESS LIABILITY	H011EXC41358 9IV	10/1/2011	10/1/2012	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 10,000,000
	<input checked="" type="checkbox"/> OTHER THAN UMB					
A	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	A6DW98631101	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> STATUTORY LIMITS	\$
	EACH ACCIDENT				\$ 1,000,000	
	DISEASE-POLICY LIMIT				\$ 1,000,000	
	DISEASE-EACH EMPLOYEE				\$ 1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS