

TIPS VENDOR AGREEMENT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RCSP 170201 Trades, Labor and Materials (JOC)

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

Definitions

PURCHASE ORDER is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor Agreements to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or Agreement deficiency

TIPS may terminate any Agreement if TIPS Members have not used the Agreement, or if purchase volume is determined to be “low volume” in any 12-month period. TIPS reserves the right to cancel the whole or any part of this Agreement due to failure by awarded vendor to carry out any obligation, term or condition of the Agreement. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the Agreement;
- Providing work and/or material that was not awarded under the Agreement;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the Agreement and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the Agreement; and/or
- Performing work or providing services under the Agreement prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in Agreement cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this Agreement shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO “Agreement Number”. Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.

- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal.

Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

TIPS Vendor Agreement Signature Form

RCSP 170201 Trades, Labor and Materials (JOC)

Company Name eco Construction, Inc.

Address 1200 Business Park Dr., Suite 2

City Little Rock State AR Zip 72204

Phone 501-916-2461 Fax 501-246-8836

Email of Authorized Representative patrick@ecoconstructionar.com

Name of Authorized Representative Patrick Murray

Title President

Signature of Authorized Representative *Patrick Murray*

Date March 12, 2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

Date 3/23/2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	170201 Addendum 1	Floor/Room		Floor/Room
Title	Trades, Labor and Materials (JOC)	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	2/2/2017 08:00 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	3/17/2017 03:00:00 PM (CT)			

Supplier Information

Company eco Construction, Inc.
 Address 1200 Business Park Dr.
 Suite 2
 Little Rock, AR 72204
 Contact
 Department
 Building
 Floor/Room
 Telephone (501) 916-2461
 Fax (501) 246-8836
 Email
 Submitted 3/13/2017 03:51:21 PM (CT)
 Total \$0.00

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

Signature Patrick Murray

Email patrick@ecoconstructionar.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AR, OK, TX, MO, CO
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	General Contractor / Construction Manager services for new construction and renovation projects. We are a high quality firm with an emphasis placed on high service level and customer satisfaction.
6	Primary Contact Name	Primary Contact Name	Patrick Murray
7	Primary Contact Title	Primary Contact Title	President
8	Primary Contact Email	Primary Contact Email	patrick@ecoconstructionar.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5019162461
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5012468836
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5014102311
12	Secondary Contact Name	Secondary Contact Name	Mike Nail
13	Secondary Contact Title	Secondary Contact Title	COO
14	Secondary Contact Email	Secondary Contact Email	mike@ecoconstructionar.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5019162461
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5012468836
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5014102312
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Melanie Henriksen
19	Admin Fee Contact Email	Admin Fee Contact Email	melanie@ecoconstructionar.com

20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5019162461
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Patrick Murray
22	Purchase Order Contact Email	Purchase Order Contact Email	patrick@ecoconstructionar.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	patrick@ecoconstructionar.com
24	Company Website	Company Website (Format - www.company.com)	www.ecoconstructionar.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	27-1596502
26	Primary Address	Primary Address	1200 Business Park Dr., Suite 2
27	Primary Address City	Primary Address City	Little Rock
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR
29	Primary Address Zip	Primary Address Zip	72204
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	construction, general contractor, job order contractor, JOC, renovation, restoration, historic preservation, historic restoration
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Little Rock
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Arkansas
35	Pricing Information:	Pricing information section. (Questions 36 - 38)	(No Response Required)
36	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
38	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
39	Years Experience	Company years experience in this category?	9
40	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract
41	Estimating Requirements	Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other Approved estimating software. If the contractor selects "Other Software", please make the request for approval in the next attribute question.	RS Means Online
42	Other Estimating Software	Please list the program name, website address and phone number of the requested estimating software.	

- 43 NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies (No Response Required) that:
- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
 - 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
 - 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
 - 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
- 44 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 45 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?

46 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds. Yes, I certify
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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. 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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant 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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

You may find the Blank Certification Regarding Lobbying form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CRL.pdf>

Do you certify the three (3) certification of lobbying statements above? If you do not certify the three (3) statements above please download the Certification Regarding Lobbying form, fill out the form, sign the form, scan the form and upload to the Certification Regarding Lobbying section on the "Response Attachments" tab.

47 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

48 Regulatory Standing

Regulatory Standing explanation of no answer.

49 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

- 51 Suspension or Debarment Certification Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Yes

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

- 52 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

53 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

54 2 CFR PART 200 (A) Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

Yes

55 2 CFR PART 200 (B) Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

Yes

56	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
57	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
58	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

- | | | | |
|----|---|--|-----|
| 59 | 2 CFR PART 200 Federal Rule (12) | <p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p> | Yes |
| 60 | 2 CFR PART 200 Procurement of Recovered Materials | <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p> | Yes |

61 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

62 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

63 Remedies Explanation of No Answer

64	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
65	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
66	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
67	Alternative Dispute Resolution Explanation of No Answer		
68	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

69 Infringement(s) Explanation of No Answer

70 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

71 Acts or Omissions Explanation of No Answer

72 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

73 Payment Terms and Funding Out Clause

Payment Terms:
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

74 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

75 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

76 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

- 77 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 78 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 79 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
City of Haskell Fire Department	Brian Cotten	cottenbrian@uams.edu	501-840-1877
eSTEM Public Charter School	Mark Milhollen	mmilhollen@estemlr.net	501-324-9200
East End School District	Alice Zulpo	zulpo@bigelow.k12.ar.us	501-759-2808
University of Arkansas at Little Rock	Andrijana Vukovich	apvukovich@ualr.edu	501-569-8047
Univeristy of Arkansas for Medical Sciences	Rob West	WestRobertA@uams.edu	501-686-7625
Association of Arkansas Counties	Chris Villines	cvillines@arcounties.org	501-372-7550
Truman School District	Myra Graham	myra.graham@trumannwildcat.com	870-483-6444

Statement of Qualifications



ecc 
construction

UALR Donaghey Student Center Serveries Project

Little Rock, Arkansas

eco Construction was awarded through the competitive bid process the interior finishes renovation of the UALR Donaghey Student Center Serveries. The project schedule was critical and eco Construction delivered the project in three weeks, using a fast track schedule approach over the Christmas break; ahead of the contracted schedule. This allowed UALR additional time to get organized before students returned for the Spring semester. Areas of work included the main cafeteria serving line, student seating area, and food check out areas.

Services Provided	Bid – General Contractor
Completion Date	December 2013
Architect	WER Architects
Owner	University of Arkansas at Little Rock



1200 Business Park Drive
Suite 2
Little Rock, AR 72204

Phone: 501-916-2461
Fax: 501-246-8836



UALR Alumni Pavers

Little Rock, Arkansas

Eco Construction was the successful bidder for the relocation of the UALR Alumni Pavers. The project consisted of removing and cleaning pavers from the Baily Alumni Center and placing them at their new permanent location at the heart of the UALR campus outside of the Student One Stop and Library. New Alumni Pavers for the 2000 and 2010 era were also added for recent graduates. Patrick Murray, one of the principals at eco construction is a UALR Alumni, so this was a project that was managed very closely to ensure a positive start to the new Alumni Plaza.

Services Provided	General Contractor
Completion Date	July 2014
Architect	WER Architects
Owner	UALR



1200 Business Park Drive
Suite 2
Little Rock, AR 72204

Phone: 501-916-2461
Fax: 501-246-8836



UALR Fine Arts—Music Offices

Little Rock, Arkansas

eco was the successful low bidder for the Fine Arts Music Office restoration and repairs at the UALR Little Rock Campus. The project scope consisted of a five office renovation including; demolition, wall reconfiguration, new interior finishes, window coverings, controls systems, lighting, voice/data cabling fire alarm system. The project was done as an accelerated schedule of four weeks.

Services Provided	General Contractor
Completion Date	August 10, 2014
Architect	WER Architects
Owner	UALR

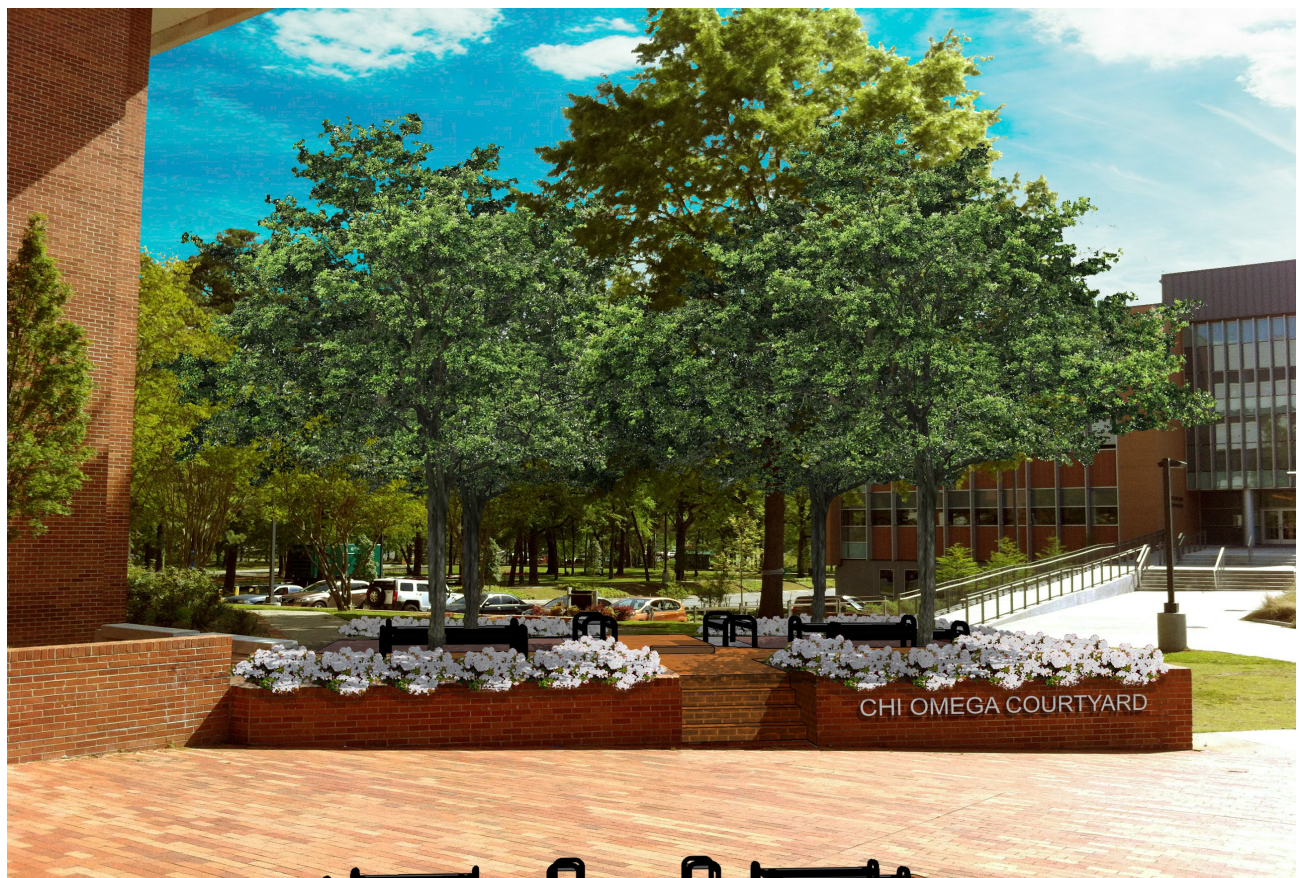


UALR Chi Omega Courtyard

Little Rock, Arkansas

Eco was the successful low bidder for the Chi Omega Courtyard project on the UALR Little Rock Campus. The project scope consists of; site work, landscaping/irrigation, concrete work, engraved masonry pavers, specialty signage.

Services Provided	General Contractor
Completion Date	December 2014
Architect	WER Architects
Owner	UALR



1200 Business Park Drive
Suite 2
Little Rock, AR 72204

Phone: 501-916-2461
Fax: 501-246-8836



University of Arkansas at Little Rock Facilities Management Building

Little Rock, Arkansas

eco Construction won a competitive bid to renovate exteriors to the facilities management building at UALR. Scope of work included; façade masonry restoration, selective roof replacement, storm drain addition, epoxy deck coatings, and landscape work. Project was scheduled for eight weeks; however the project was finished in just over four weeks in an effort to minimize disturbances to the building tenants. Eco Construction puts the needs of the clients as a top priority regardless in all projects. It was critical for the Facilities Building to operate with minimal disruptions during the construction. A large portion of the work took place directly above and outside of the Associate Chancellor, Dave Millay's office.

Services Provided	Bid - General Contractor
Completion Date	March 2013
Size	Façade
Architect	WER Architects
Owner	University of Arkansas Little Rock



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Little Rock, AR 72204

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UALR Benton Campus

Benton, Arkansas

eco was the successful low bidder for the façade restoration and repairs to the UALR Benton Center Campus. The project scope consisted of; Chemically cleaning façade, Plaster replacement, Masonry Tuck-Pointing, Re-Painting and adding LED signage.

Services Provided	Construction Management—JOC
Completion Date	August 10, 2014
Architect	WER Architects
Owner	UALR



**BENTON
CENTER**

UAMS Legacy Garden

Little Rock, Arkansas

UAMS selected eco Construction through the JOC contract to construct the College of Health Professions Legacy Garden. The projects scope of work includes new plumbing and electrical systems, engraved masonry pavers, concrete work, new fountain, landscaping, and irrigation.

Services Provided	Construction Management—JOC
Completion Date	May 2014
Architect	Kirchner Architects
Owner	UAMS



UAMS Central Building Code Upgrades, Phase 1

Little Rock, Arkansas

Eco Construction was hired through the JOC contract to perform work that was the initial phase of Central Building code upgrades. Work included installation of risers/backflow for the addition of fire sprinklers to the entire building, isolating domestic water services from old gravity feed systems to pump systems with new VFD systems, removal of old gravity feed systems. Coordination and scheduling was key because multiple shutdowns were required. The domestic water for the building had to be shut down 100% to make the switch so 3 crews were prepared to run the 24 hour shutdown switch over and it was completed 12 hours ahead of schedule. Shutdown of the main hospital loading dock was required for the tank removal which took weeks of planning and coordinating with every UAMS department to ensure all deliveries were made before or immediately after the 18 hour shutdown. Eco Construction understands the requirements and needs to extremely difficult projects and has the team to handle to them.

Services Provided	Construction Manager—JOC
Completion Date	June 24, 2016
Architect	TME Engineers
Owner	UAMS



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University of Arkansas for Medical Sciences Kitchen Renovations

Little Rock, Arkansas

eco Construction was selected through their job order contract to provide construction services for a multiple phase renovation of the kitchen and support spaces. Work was performed in an accelerated multi phased schedule to minimize downtime of the kitchen facility. This project was a total renovation of the kitchen facility that serves the main campus dining hall as well as all UAMS patients. The kitchen had never had a full renovation so many unknowns (asbestos, abandoned/hidden MEP Systems) were uncovered during the project, but the project remained on schedule. The project schedule was critical to minimize downtime during each phase.

Services Provided	Construction Management - JOC
Completion Date	4/1/12, 6/1/12, 8/1/12, & 10/31/12
Size	12,000 SF
Architect	Kirchner Architecture
Owner	UAMS



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University of Arkansas for Medical Sciences Education II Building West Facade

Little Rock, Arkansas

eco Construction was the successful low bidder for the façade restoration and repairs to the Education II Building on the UAMS Campus. The project consisted of concrete paver and masonry façade removal, waterproofing replacement, replacement of concrete pavers and masonry facade. Work was performed on the main campus drive so student safety and traffic control were of the utmost importance. Coordination with demolition activities was critical with the Library on the Ground Floor directly adjacent to the work area and classrooms directly below the work area.

Services Provided	Bid – General Contractor
Completion Date	February 2013
Architect	Polk Stanley Wilcox Group
Owner	UAMS



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University of Arkansas for Medical Sciences Education II Building East Facade Phase II

Little Rock, Arkansas

eco Construction is providing construction services through the job order contract for Education II Building East Façade Restoration and Waterproofing on the UAMS Campus. The project consists of concrete paver and masonry façade removal, waterproofing replacement, replacement of concrete pavers and masonry facade. Work is being performed on the main campus drive so student safety and traffic control were of the utmost importance. Coordination with demolition activities is critical with the Library on the ground floor directly adjacent to the work area and classrooms directly below the work area.

Services Provided	Construction Management - JOC
Scheduled Completion	December 2013
Architect	Polk Stanley Wilcox Group
Owner	UAMS



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University of Arkansas for Medical Sciences College of Health Professions Site Restoration

Little Rock, Arkansas

eco Construction won the bid to provide General Contractor services for site renovations to College of Health Professions campus. This project consists of building façade and walk way system restoration including masonry and precast façades as well as masonry and precast covered walk way systems. The project also includes; structural concrete paving replacement, masonry paving replacement, asphalt paving replacement, miscellaneous site improvements, and landscaping replacement. All work is taking place around occupied spaces of faculty offices and classrooms. Pedestrian Safety and coordination with building schedules are an integral part of this project.

Services Provided	Bid - General Contractor
Scheduled Completion	August 2013
Architect	Kirchner Architecture
Owner	UAMS



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UAMS Underground Campus Loop Repairs

Little Rock, Arkansas

Eco Construction was hired through their JOC contract to make repairs to the UAMS campuses underground Heating/Cooling water Loop system. The Victaulic Joints that were installed on the system originally failed and required emergency repairs. Repairs were made to 10", 16", and 36" underground lines. Relocation of utilities placed after the loop was installed was also required. The project involves great coordination due to working in the campus setting with heavy equipment and large excavations and temporary street closures. Some areas were worked on a 24/7 shift because of the critical areas they served and minimization of down time was of the utmost importance. This project was fully commissioned.

Role of Firm	General Contractor
Construction Cost	\$600,000
Construction Dates	March—June 2015
Owner	UAMS



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TME Engineers Office

Little Rock, Arkansas

TME selected eco Construction to provide construction management services for the renovation of their new 24,000 SF office building. Since time was of the essence the project was completed on a 90 day fast track schedule that included a 7 day work week for the first 45 days. The project included a complete interior renovation along with furniture services and some building services repairs for the building owners. Extensive custom woodworking accents the perimeter offices and an efficient interior office layout maximizes space utilization. Energy credits/rebates were utilized on this project for the lighting and mechanical design.

Role of Firm	Construction Management
Architect	Kirchner Architects
Construction Dates	June 2015
Owner	TME



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Haskell Fire Station #2

Haskell, Arkansas

The City of Haskell awarded the bid contract to eco Construction, Inc. for the construction of their new Fire Station #2. The project was completed on time within the 90 day schedule. The project consisted of a new metal building with masonry veneer, heavy duty concrete drives, and major site undercut for poor soil conditions.

Services Provided	Bid-General Contractor
Completion Date	November 2015
Architect	Heritage Engineering
Owner	City of Haskell



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e-STEM Larson Hall

Little Rock, Arkansas

Eco Construction has served as the Construction Manager for e-STEM Charter Schools since 2010 and was hired to do the construction and renovation for the e-STEM High School on the UALR campus. The project is a fast track design and fast track construction process. This is the same team that has constructed all previous e-STEM projects since 2008. From start of design to completion and occupancy in 13 months. The project includes renovation to the 14,000 SF Larson hall Building and 2 story addition of 36,000 SF totaling 50,000 SF. The project will be turned over and ready for students in the Fall of 2017.

Services Provided	Construction Management at Risk
Completion Date	August 2017
Architect	WER Architects
Owner	e-STEM Charter Schools



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Bill and Hillary Clinton National Airport—PARCS

Little Rock, Arkansas

Eco Construction was selected by NextGen to assist with the construction side of the campus wide implantation of new Parking Revenue Control Access Systems. The project included all new gates, openers, concrete paving, asphalt paving, electrical, data cabling, and new equipment. All work was performed while keeping the parking lots in operation. Coordination and worker safety were a key aspect during the planning of this project.. Work was completed on time, in budget and safely.

Services Provided	General Contractor
Completion Date	August 2015
Architect	Design/Build
Owner	Bill and Hillary Clinton National Airport



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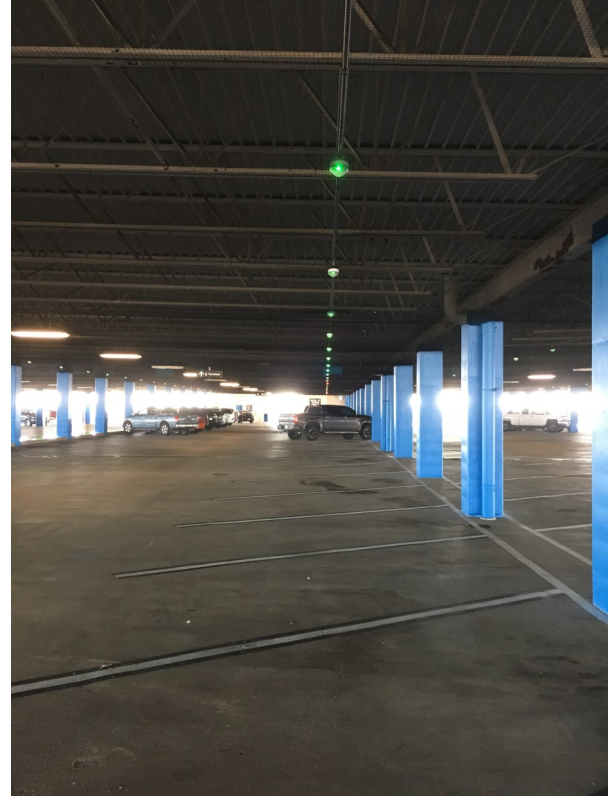


Bill and Hillary Clinton National Airport— Smart Park

Little Rock, Arkansas

For a 2nd time, eco Construction was selected by NextGen to assist with the construction side of the Parking Deck—Smart Park System. This is the first system to be installed in the state of Arkansas, and only three other airports in the country have such a system. The project included three miles of conduit, six miles of cabling and 851 sensors. It is energy efficient and also provides a greener carbon footprint. Once complete the system provides vehicle counting/monitoring/space availability within the parking deck. Coordination and worker safety were a key aspect during the planning of this project. This project was done on a Fast-track schedule and ran 7 days per week to minimize lost revenue for the deck. Work was completed on time, in budget and safely.

Services Provided	General Contractor
Completion Date	August 2015
Architect	Design/Build
Owner	Bill and Hillary Clinton National Airport



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e-STEM Public Charter Schools

Little Rock, Arkansas

eco Construction was selected to provide construction management services for continuing renovations to the e-STEM Elementary School located in the historic Gazette Building in downtown Little Rock, AR. Mike Nail and Patrick Murray acted as Superintendent and Project Manager on the original team when renovations to the building for e-STEM were performed in 2008 to convert the 60,000 SF facility into the state's first urban charter school. The relationships that developed during that project brought e-STEM to hire eco Construction for additional projects.

Façade restoration, roof replacement, and interior space modifications were performed during the summer of 2011.

Services Provided	Construction Manager at Risk
Completion Date	September 2011
Size	60,000 SF
Architect	WER Architects
Owner	e-STEM Public Charter Schools



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e-STEM High School Robotics Lab

Little Rock, Arkansas

eco Construction was selected to provide construction services to renovate/modify the basement and vault area of the Federal Reserve High School Building to accommodate classroom space. The project was performed as design-build and consisted of life safety upgrades, ADA accommodations, and MEP modifications. The project was completed over the short summer break on a 3 week schedule. This is one of many summer projects eco Construction has performed successfully for e-STEM Public Charter Schools.

Services Provided	Construction Manager
Completion Date	July 2015
Architect	Design Build
Owner	e-STEM Charter Schools



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East End School District

Bigelow, Arkansas

The Bigelow High School Addition broke ground in September 2012 and includes new gymnasium, teaching classrooms, home economics spaces, and agricultural learning center. This project was delivered using the construction management at risk delivery method. The project team has been working together on East End School District projects for the past four years.

Services Provided	Construction Manager at Risk
Completion Date	July 2013
Size	26,000 SF
Architect	Lewis Architects
Owner	East End School District



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ecc 
construction

Contact.....**Bill Woodell**—Associate Dean College of Health Professions
Company.....UAMS
Contact Info.....501-686-5732, WoodellWilliamR@uams.edu
Projects.....CHP 7a—(\$900,000)
CHP Site Restoration—(\$900,000)
CHP Legacy Garden—(\$133,000)

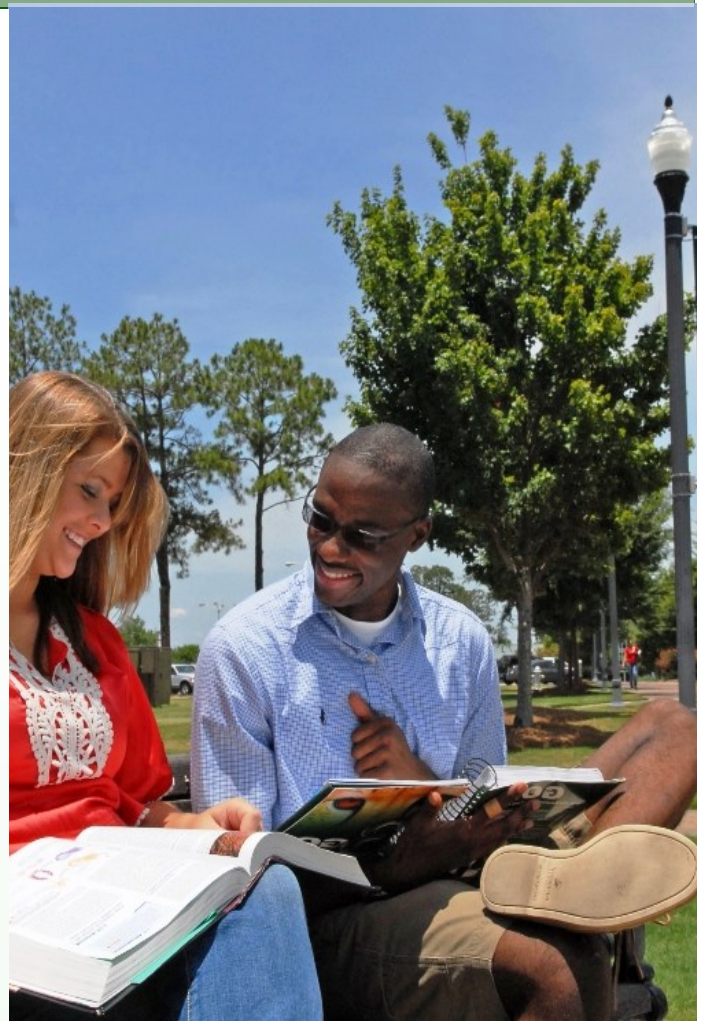
Contact.....**Rob West**—Associate Director of Design and Construction
Company.....UAMS
Contact Info.....501-686-7625, WestRobertA@UAMS.edu
Projects.....UAMS Kitchen Renovations Phases 1-3 (\$390,000)
UAMS CHP 7a Renovations (\$393,000)
UAMS CHP Site Restoration (\$900,000)
UAMS CHP Legacy Garden (\$133,000)
UAMS Kitchen Renovations (\$390,000)
UAMS Dish Wash Renovations (\$318,000)

Contact.....**Andriajana Vukovich**—Director of Construction
Company.....UALR
Contact Info.....501-569-8047, avukovich@ualr.edu
Project.....UALR Fine Arts Music Office (\$41,000)
UALR Benton Façade (\$50,000)
UALR Donaghey Student Center Servery (\$75,000)
UALR Facilities Management Façade (\$75,000)

Contact.....**Mark Millholland**—Chief Financial Officer
Company.....e-Stem Public Charter Schools
Contact Info.....501-374-7836, mmillhollen@estemLr.net
Projects.....e-Stem Roof/Façade (\$475,000)
E-Stem High School Vault Renovation (\$50,700)

Contact.....**Larry Kirchner**
Company.....Kirchner Architects
Contact Info.....501-664-6981, larry@kirchnerarch.com
Projects.....UAMS College of Health Professions, UAMS Central Building
(2011-2016)

Contact.....**John Greer**
Company.....WER Architects
Contact Info.....501-374-5300, jgreer@werarch.com
Projects.....UALR Fine Arts Music Office (\$41,000)
UALR Benton Façade (\$50,000)
UALR Donaghey Student Center Servery (\$75,000)
UALR Facilities Management Façade (\$75,000)
E-Stem Roof/Façade (\$475,000)



eco Construction, Inc

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Our History

Eco Construction is a full service commercial construction company founded in 2009 by Patrick Murray and Mike Nail. Mike and Patrick have amassed over four decades of experience in the Arkansas commercial construction market. They have built their business around a basic principle: we are intently committed to our clients, our employees and the communities in which we live and work. This is achieved by establishing and following a set of solid core values. These foundational values are: commitment, service, honesty and environmental stewardship. They are the standards for every construction project. These values are also the basis for our “think like an owner” mindset as we consider our commitment to owners. This perspective enables a superior team approach among the owner, construction manager and design professionals.



Team Approach

As the owner, architect and construction manager work toward achieving the same goal in a team atmosphere the process becomes more efficient with enhanced results. The team approach allows for open communication throughout the entire project ensuring the owner’s desires are met to the fullest extent. Being a closely held company, both Mike Nail and Patrick Murray are involved in every aspect of each project from the pre-construction phase through closeout and warranty management. This allows for the highest level of client service and cost benefit on each and every project. You will be working with the owners of eco Construction allowing your project to benefit from the years of experience the owners have. This again re-exemplifies Mike and Patrick’s commitment to the success of every project.



Your success
Our commitment

eccc 
construction



ARKANSAS
TECH
UNIVERSITY

Patrick Murray
President/Project
Manager

Mike Nail
COO/Field
Operations

Chris Young
Field Engineer

Melanie Henriksen
Office
Manager/Accounting

Scott Avants
Superintendent

Brody Starks
Superintendent

James Young
Superintendent

James Reeves
Superintendent

Keith Mabry
Superintendent



Patrick Murray— President/Project Manager

LEED Accredited Professional

EXPERIENCE

Fourteen years of experience as estimator, project manager, and business developer in the Arkansas construction industry. Job responsibilities: quantity survey, job costing, contract negotiations, subcontract and purchase order negotiations, subcontract and purchase order administration, scheduling, contract accounting, project closeout, and supervision of job progress. Experience in both negotiated design-build and design-bid-build projects.

CAREER INFORMATION

2010 — Present - eco Construction
– CEO/Owner

2006 — 2010 - East-Harding, Inc.,
Estimator/Project Manager/
Business Development

2003 — 2004 - GM Development,
Superintendent

EDUCATION

M.S. - Construction Management;
University of Florida - 2006

B.S. - Business Management;
University of Arkansas Little Rock -
2003

Certifications

LEED Accredited Professional

OSHA 30 Certified

ASHE Member

Healthcare Construction Certificate

PROFESSIONAL EXPERIENCE

- ◆ e-STEM Charter School K-8 Renovations—Historic
- ◆ UAMS Kitchen Renovations
- ◆ UAMS Education II Building Façade Restoration
- ◆ Association of Arkansas Counties
- ◆ UAMS CHP 7a and Site Renovations
- ◆ Anne Watson Elementary Renovations
- ◆ Anne Watson Kitchen Renovation
- ◆ East End School District Campus Life Safety / Electrical Upgrades
- ◆ Watson Chapel Vocational Expansion
- ◆ Salem Missionary Baptist Church New Facility
- ◆ Sheridan Elementary School
- ◆ Catholic High School Restrooms
- ◆ UAMS Educational Offices
- ◆ UAMS College of Health Related Professions – HVAC Fully Commissioned
- ◆ Centers for Youth & Families Adolescent Care Facility
- ◆ Disaster Recovery Center, Stephens, Inc.
- ◆ Friday, Eldredge & Clark, Attorneys at Law Office
- ◆ Lax, Vaughn, Fortson, Attorneys at Law Office
- ◆ LPA Group Engineers Office
- ◆ Charles Schwab Office
- ◆ Pulaski Academy PE Facility Renovation
- ◆ E-Stem High School Robotics Lab
- ◆ Dental Solutions
- ◆ UALR Purchasing Bathrooms
- ◆ UALR Donaghey Student Center Servery
- ◆ UALR Energy Plant Renovations
- ◆ UALR DPS Security Upgrades
- ◆ UALR Fribourgh Hall Roof coating
- ◆ UAMS Emergency Department Holding Rooms
- ◆ UAMS Underground Campus Loop Section Repairs
- ◆ UAMS Parking Technology Upgrades Phases 3 & 4
- ◆ Smith Capitol
- ◆ Inside Effects
- ◆ UALR Chi Omega Plaza
- ◆ e-Stem HVAC Replacement
- ◆ e-Stem Larson Hall



Mike Nail - COO/Field Operations

LEED Accredited Professional

EXPERIENCE

Mike started his construction career in the Navy where he received his formal training/education in Construction. For Twenty-two years he was in a position of superintendent for Arkansas based General Contractors. As Owner and COO of eco Construction, he personally oversees all of our projects by evaluating critical scheduling and cost activities, project planning and scheduling, field personnel management, coordination of subcontractors, supervising crafts, implementing company-wide training programs, and construction management.

CAREER INFORMATION

2010-Present-eco Construction-
COO/Owner

1993-2010-East-Harding Construction, Inc. - Superintendent

1992-1993-Don France Homebuilders

1988-1992 - U. S. Navy

Certifications

LEED Accredited Professional

Instructor for ABC apprenticeship program

OSHA 30 Certified, First Aid and CPR

Competent Person in Trenching/Excavating, Scaffolding and Fall Protection

PROFESSIONAL EXPERIENCE

- ◆ State of Arkansas Governor's Mansion
- ◆ St. Andrews Cathedral
- ◆ E-STEM Public Charter Schools K-8 Renovation
- ◆ Union Deltic Building Renovation, El Dorado
- ◆ Bigelow High School Additions/ Renovations
- ◆ Anne Watson Elementary Renovations
- ◆ East End School District Campus Life Safety / Electrical Upgrades
- ◆ Salem Missionary Baptist Church
- ◆ Arkansas Local Police and Fire Retirement Sys. – 3rd Floor Renovations
- ◆ Mary Steenburgen and Ted Danson Condominium
- ◆ Pulaski County Criminal Justice Building
- ◆ Pulaski Heights United Methodist Church;
- ◆ Arkansas Capital Commerce Center
- ◆ Heber Springs State Bank
- ◆ State House Convention Center
- ◆ Bank of the Ozarks, Little Rock and Otter Creek Branch
- ◆ e-Stem High School Robotics Lab
- ◆ C.N.A. Health Facility
- ◆ Morgan Keegan Building
- ◆ Dyke Industries Parking Lot
- ◆ Association of Arkansas Counties Office Renovations
- ◆ Dental Solutions
- ◆ UALR Purchasing Bathrooms
- ◆ UALR Donaghey Student Center Seryery
- ◆ UALR Energy Plant Renovations
- ◆ UALR DPS Security Upgrades
- ◆ UALR Fribourgh Hall Roof Coating
- ◆ UAMS Emergency Department Holding Rooms
- ◆ UAMS Underground Campus Loop Section Repairs
- ◆ UAMS Parking Technology Upgrades Phases 1 - 4
- ◆ e-Stem HVAC Replacement
- ◆ e-Stem Larson Hall



Melanie Henriksen — Office Manager, Accounting

CAREER INFORMATION

2011—present —eco Construction
2002—2011 — Harco Constructors
1998—2002—The Wilson Company

EXPERIENCE

Melanie brings 19 years of accounting experience to eco Construction. She has experience with contracts, change orders, purchase orders, and budgets in addition to Accounts Payable and Accounts Receivable. She has a broad scope of what goes on in the construction industry so she is also able to assist with Project Management. Prior to the Construction Industry, Melanie worked in Real Estate where she managed all aspects of multiple properties. She has a well-rounded background that has enabled her to be a strong asset to eco Construction.

Professional Experience

- ◆ Crain Chevrolet
- ◆ Suri Orthodontics
- ◆ Harco Corporate Offices
- ◆ Arkansas Baptist High School
- ◆ Holiday Inn Express Monticello
- ◆ North Point Ford
- ◆ North Point Lincoln Mercury
- ◆ TGI Fridays
- ◆ Fox Ridge at Chenal
- ◆ Radiology Associates
- ◆ Fox Ridge North Little Rock
- ◆ Fox Ridge Bryant
- ◆ Rock Creek Plaza
- ◆ Jump Zone
- ◆ UALR Donaghey Student Center Seryery
- ◆ UALR Alumni Pavers
- ◆ UAMS Legacy Garden
- ◆ UAMS Campus Loop Repairs
- ◆ e-Stem High School Robotics Lab
- ◆ UAMS Parking Technology Phases 3 & 4
- ◆ UALR East Central Energy Plant
- ◆ TME Engineers Office Space
- ◆ UAMS Emergency Department Holding Rooms
- ◆ UALR Chi Omega Plaza
- ◆ UAMS CB Water Tanks
- ◆ Haskell Fire Station
- ◆ Center @ 10 Dental Group
- ◆ UALR RBUS Lower Roof Replacement
- ◆ e-Stem HVAC Replacement
- ◆ UAMS Ed II 2nd and 5th Floors
- ◆ e-STEM Larson Hall



James Young - Superintendent

EXPERIENCE

With 37 years of experience in the construction industry, James is a well versed Project Superintendent. His career began with the United States Army establishing the strong work ethic and drive that is needed to succeed in the construction industry. He began his construction career as a foreman/field engineer and quickly advanced to Project Superintendent. He has extensive experience in renovating inside occupied spaces. This type of work develops the fast pace, but keeping the attention to detail, that is needed from today's Project Superintendents. James's experience is critical to providing clients with a comfortable knowledge that they are working with the best.

CAREER INFORMATION

2011—Present—eco Construction

2008—2011—Matson Construction

1985—2008—East-Harding

1980—1985—Kinco

Professional Experience

- ◆ UAMS Education II Building Waterproofing – East Side
- ◆ UAMS Education II Building Waterproofing – West Side
- ◆ UAMS Campus Loop Repairs / West Central Energy Plant
- ◆ UAMS College of Health Professions Building 7a Renovations
- ◆ UAMS College of Health Professions Legacy Garden
- ◆ UAMS CHP Site Restoration
- ◆ UALR Chi Omega Courtyard
- ◆ UALR Fairpark Facility Renovations
- ◆ UALR Benton Campus Façade Restoration
- ◆ Bigelow High School
- ◆ UAMS CHP 7a Renovations
- ◆ Central Arkansas Water Warehouse Facility
- ◆ Camp Robinson Urban Warfare Training Center
- ◆ E-Stem Elementary School
- ◆ AireTech Office Building and Warehouse
- ◆ McMath Law Firm Addition
- ◆ Dental Solutions
- ◆ Anthony School
- ◆ Pulaski Heights United Methodist Church
- ◆ Junior League Building Renovations
- ◆ UAMS CHP Legacy Garden
- ◆ Farmers Bank Branch – Lavaca, AR
- ◆ e-STEM HVAC Replacement
- ◆ UAMS CHP Site Restoration
- ◆ UAMS CB Water Tanks



Scott Avants — Superintendent

EXPERIENCE

Bringing 21 years of valuable construction knowledge to the table, Scott is a key team member at eco Construction. Scott worked his way through the trades to the position of Superintendent. He has extensive knowledge in renovation and remodeling work in healthcare, education, and commercial facilities. He has managed many shutdown and fast track projects for higher education campuses, Healthcare campuses, and K-12 facilities. Scott is well versed in renovation projects within occupied buildings and critical facilities.

CAREER INFORMATION

2010 — Present - eco Construction

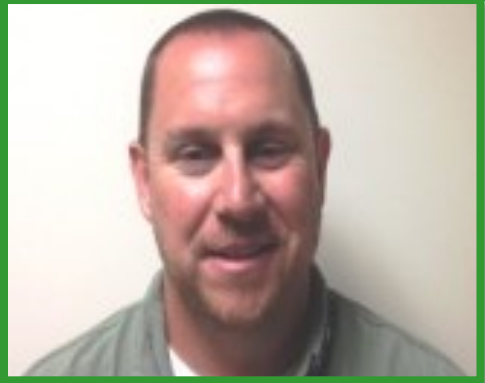
2003 — 2010 - East-Harding, Inc.,

2000 — 2003 - Doyne Construction

1996— 2000— Wilkins Construction

Professional Experience

- ◆ UAMS Kitchen Renovations Phase 1 – 5
- ◆ UAMS Parking Technology Upgrades Phases 1 – 3
- ◆ UALR Purchasing Office Bathrooms
- ◆ UALR Energy Plant Renovations
- ◆ UALR Donaghey Student Center Servery Renovations
- ◆ UALR Facilities Building Façade Repairs
- ◆ UALR Alumni Plaza
- ◆ UALR Facilities Building Office Renovation
- ◆ UALR Stephens Event Center Canopy
- ◆ UALR Fine Arts Music Offices
- ◆ UALR Fine Arts Orchestra Rehearsal Renovations
- ◆ UALR Facilities Building Façade
- ◆ UALR Donaghey Student Center Servery
- ◆ e-Stem Charter Schools
- ◆ Pulaski Academy
- ◆ Center for Youth and Families
- ◆ Salem Missionary Baptist Church
- ◆ Association of Arkansas Counties
- ◆ East End School District
- ◆ UAMS Kitchen Renovations
- ◆ UALR Human Resources Office
- ◆ Ann Watson Elementary
- ◆ UALR Fine Arts Building Music Office Renovations/Expansion
- ◆ Young Hunting Lodge



Brody Starks - Superintendent

EXPERIENCE

Brody brings 15 years of construction experience to our team. He has worked his way up through the ranks of the construction industry to the position of Superintendent. Along the way, he has gained valuable knowledge and skills in renovation and remodeling; as well as, educational projects in both k-12 and higher education. He is a well-rounded Superintendent and is known for his communication skills with the owners on the projects he is working.

CAREER INFORMATION

2013—Present - eco Construction

2011—2013—Self Employed

2002—2011—May Construction

Professional Experience

- ◆ UAMS Parking Technology Upgrades Phases 1 – 4
- ◆ UAMS Emergency Department Psychiatric Holding Rooms
- ◆ UALR Communications Bathroom
- ◆ UALR Speech Building Bathrooms
- ◆ UALR Department of Public Safety – Security / Safety Upgrades
- ◆ UALR Fribourgh Hall Roof Coating
- ◆ UALR Donaghey Student Center Natatorium Lighting Replacement
- ◆ UALR Reynolds Business Building 280 Conference Room
- ◆ Bismark High School
- ◆ University of Arkansas Rice Research Building
- ◆ Lafayette Condos
- ◆ War Memorial Concessions Renovations
- ◆ Bigelow High School
- ◆ UALR Energy Plant Building Renovations
- ◆ Pitonyak Lodge
- ◆ UALR Chi-Omega Plaza
- ◆ Dental Solutions
- ◆ UALR Purchasing Office
- ◆ TME Engineering Corporate Office Renovations
- ◆ UALR Fine Arts Building Band Room Renovations
- ◆ eSTEM High School Vault Renovations
- ◆ UALR Harbor Freight Space
- ◆ UALR Ross Hall Deans Office
- ◆ UALR Admin North 3rd Floor

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Professional Memberships



1200 Business Park Drive
Suite 2
Little Rock, AR 72204

Phone: 501-916-2461
Fax: 501-246-8836
Email: patrick@ecoconstructionar.com



State of Arkansas
Commercial Contractors Licensing Board

ECO CONSTRUCTION INC.
1200 BUSINESS PARK DR. STE. 2
LITTLE ROCK, AR 72204

ECO CONSTRUCTION INC.

This is to Certify That _____

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)

with the following suggested bid limit _____ Unlimited _____

from _____ May 13, 2016 _____ **until** _____ May 31, 2017 _____

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



John D. Coyne

CHAIRMAN

Ray [Signature]

SECRETARY

May 13, 2016 - da



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MNH Tullis 124 W. Capitol Ave Suite 1820 Little Rock AR 72201		CONTACT NAME: Blair Lieblong PHONE (A/C, No, Ext): 501-801-5866 E-MAIL ADDRESS: blieblong@mnhtullis.com FAX (A/C, No): 501-801-5867	
INSURED eco Construction, Inc. 1200 Business Park Drive Suite 2 Little Rock AR 72204		INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Company NAIC # 31325 INSURER B: Continental Western Insurance 10804 INSURER C: Union Insurance Company 25844 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL172659752 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPA4622492	2/8/2017	2/8/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> XCU not excluded						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Limited Work-Site Pollution: \$100,000	PRODUCTS - COMP/OP AGG \$ 2,000,000			
<input checked="" type="checkbox"/> OTHER: \$500 PD Deductible				\$			
A	AUTOMOBILE LIABILITY			CPA4622492	2/8/2017	2/8/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUA4622498	2/8/2017	2/8/2018	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA4622494	2/8/2017	2/8/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equipment			CPA4622492	2/8/2017	2/8/2018	Limit 100,000
A	Installation Floater			CPA4622492	2/8/2017	2/8/2018	Limit 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael Tullis/BLAIR

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Pre-Construction Services

eco Construction has a wide range of pre-construction experience extending in size from a few thousand dollars to fifty million dollars and we treat each project with the same importance. Historical data from previous projects combined with current project pricing is used during the initial conceptual estimate and as documents reach 30% completion, 60% completion, and finally a GMP will be provided at 100% completion of pre-construction documents. Through understanding the estimating process, we have been able to provide accurate GMP's as early as 60% of completion of pre-construction documents. During the design phase, these constructability reviews assist in avoiding issues that may arise once construction begins. They also identify alternate options for cost savings without compromising function or the original project goals.

The owners at eco Construction will be actively involved with each member of the project team to ensure your expectations are met; but we will strive to exceed those expectations. A close working relationship with architects, engineers and owners ensures a successful completion to each project we commit to working on.

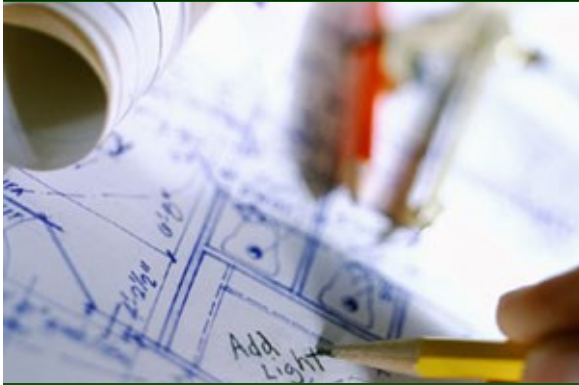
- **Constructability Analysis** - During this phase, we are able to identify project goals, identify areas needing added attention to detail, or possibly locating savings. Beginning this process early in the design phase allows for added value, smoother scheduling, and an overall improved project during construction.

- **Total Cost of Ownership and Life Cycle Analysis**—Review of all major building systems and components is completed to ensure the best value. Exploration of alternate means and methods is utilized to ensure proper life cycle at the lowest ownership cost.

- **Value Analysis**—Review of alternate options for specific building components to ensure cost effectiveness. This is a continuous process throughout the project to ensure the best value without compromising quality.

- **Project and Construction Schedule Development** - Development of an overall project schedule is critical and is maintained to ensure compliance by all parties involved. This overall coordinated schedule allows all team members and sub-contractors to work toward the same goal.

- **Long Lead Item Identification**— A critical component early in the planning stages especially during fast track projects which helps ensure a seamless construction schedule and prevents any unnecessary delays.



Communication is key

Open Communication is a vital part of the Eco Construction philosophy. This philosophy enables a superior team approach among the owner, construction manager and design professionals.



Our Philosophy:

Eco Construction follows a basic principle: We are intently committed to our clients, our employees, and the communities in which we live and work.

• **Construction Phase Sequencing**—Many projects require phasing of work. Through planning the phases, we are able to achieve the greatest value to the owner so phasing costs, as well as any downtime, are minimized.

• **Site Logistics Planning**—Planning for constrained site, safety of occupants in surrounding facilities, and lay down areas must all be taken into account in order to minimize the disturbance from construction activities. This is part of scheduling and providing a safe environment for your project.

• **Subcontractor Prequalification**—Qualification of sub-contractors is a crucial part of bid package development. eco Construction reviews current workload, financial capacities, and bonding capacities of all interested sub-contractors. With the relationships that have been formed over the years we have a wide range of subcontractors to include in the bidding process; which also promotes an environment for competitive pricing on your project.

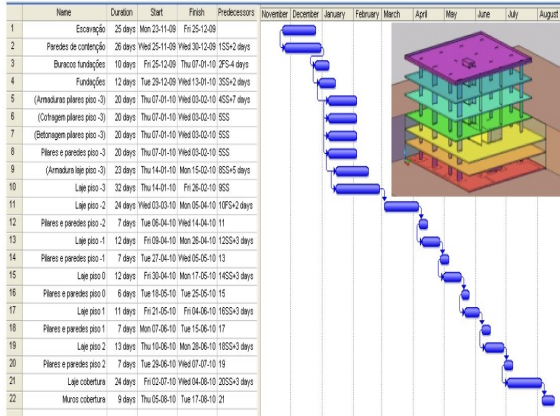
• **Bid Packages and Bid Management**—Performed using a base template developed specifically for your project and its precise requirements. This is then reviewed internally, and externally, to ensure the complete scope of each package is realized and all potential bidders have a clear understanding about the job they would be performing; resulting in fewer Requests For Information and a more competitive bid process.

We realize the better the plan, the better the outcome of the project. Pre-construction provides an opportunity to make the greatest positive influence on the project. eco Construction focuses a great deal of time and effort into the pre-construction phase knowing the result is a superior finished product, a smoother schedule and a more satisfied owner.

- ◆ Design Development
- ◆ Proactive Planning
- ◆ Value Management
- ◆ Detailed Estimating
- ◆ Budgeting
- ◆ Scheduling
- ◆ Subcontractor Pre-Qualification
- ◆ Logistic Planning
- ◆ Bid Management



eco Construction provides clients with the benefit of experience, expertise and a proven management team with a successful history in educational facility projects.



Construction Services

Construction Scheduling—Through the Pre-Construction Phase we are able to develop a project schedule using the Critical Path Method (CPM). Wherein previously agreed upon deadlines, pricing, and design are implemented into the construction phase through to the completion of your project. This allows us to accommodate for any long lead time items and avoid unnecessary delays which saves you money. Weekly milestones are tracked and continuously updated to calculate progress.

Site/Project Specific Scheduling—In some job settings such as schools or medical facilities it is necessary to work around existing operations and schedules; which can include working nights and weekends. Before each project begins, in this type of setting, we review with the owners the potential areas of disruption and the dates to coordinate alternate shifts to complete the work. Taking care of this scheduling on the front end ensures no delays and no disruption to current operations on site.

Emergency Procedures—Proper planning and training allows for a safer project and enables our staff to be prepared with the proper response. In addition to continuous safety checks by the job superintendent and our Chief Operations Officer, we follow all local, state and federal safety standards, codes and regulations to ensure the safety of everyone in or near the job site.

Specific Site Safety Plan—Job hazard analysis is prepared and reviewed with all trades and personnel along with weekly safety meetings and inspections. Our goal on every project is zero accidents and eco Construction has an Employee Modifier Rate (EMR) of .92 and an incident rate of 0.00 since the company's inception. We are well versed in working on small construction sites where there is high pedestrian traffic surrounding the project.

Pre—Construction Services

- ◆ Constructability Analysis
- ◆ Value Analysis
- ◆ Project & Construction Schedule Development
- ◆ Pre Construction Phase Sequencing
- ◆ Site Planning
- ◆ Sub Contractor/Supplier Pre Qualifications
- ◆ Bid Package and Bid Management

Construction Services

- ◆ Construction Scheduling
- ◆ Site/Project Specific Scheduling
- ◆ Emergency Procedures
- ◆ Specific Site Safety Planning
- ◆ Cost/Quality Control
- ◆ Document Control
- ◆ Project Closeouts
- ◆ Warranty Management

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Cost/Quality Control— This begins on day one and continues throughout the project. Through the comprehensive bid process and through supplier quotes we are able to determine the best subcontractor and supplier for the job; all while keeping your budget goals and your project expectations in mind. Cost control is managed through weekly budget reviews with the field office and the home office by evaluating any changes requested by you to ensure all subs and suppliers are keeping with your requirements and to determine if there will be an impact on the project schedule.

Document Control—Maintaining accurate and up-to-date project information is critical for every project and is handled electronically at eco Construction. We have found that through electronic document control we are able to minimize costs, time and prevent any inaccuracies. Daily paperwork performed by job superintendents, such as daily logs, RFI's and submittals are all maintained by utilizing a cloud based service to ensure all members of the team have access at all times. This allows fast and effective communication between all members of the project. Of course, we strive for a zero change order project and we accomplish this through a high level of involvement during the pre-construction phase and we ensure all subcontractors thoroughly understand the job and all it requires prior to starting work on site.

Project Closeout—As the project nears completion, eco Construction will perform an internal punch list of the project in an effort to minimize, if not eliminate, items on the architectural punch list. Closing out every project with expedience (30 days) provides time for the owner to move in and for our team to deliver documentation of lien waivers, warranties and as-built drawings in paper and electronic format.

Warranty Management— We take a proactive approach to our warranty program. At the 6 month mark, we schedule a walk-through with the owners to inspect the complex systems of their building to inspect for any potential warranty issues and resolve them immediately. This process is approached again at the 1 year mark and we are always willing to assist an owner with questions or assistance after the warranty period has expired.

Building Life Cycle— We realize your building needs go beyond the construction and warranty phase of the project. As part of the closeout documents, a maintenance schedule is created to assist the building owner and facilities managers with annual needs to ensure the full life cycle of the building and its components are reached.



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SUBMITTAL LOG

Project: UCA JOC Example

Job #: 10.010

Section No.	Item	Subcontractor/Vendor	Due from Vendor/Sub	Rec'd from Vendor/Sub	Sent to Architect/Engineer	Due from A/E	Rec'd from A/E	Remarks	Returned to Vendor/Sub	Misc. Items Needed
1	Termite Protection Info	AR Concrete	05/12/10	not required			not required			
2	Vapor Barrier	AR Concrete	05/12/10	not required			not required			
3	ReBar Shops	AR Concrete	05/12/10	05/07/10	05/12/10		06/01/10	Approved	06/01/10	
4	Concrete Mix Designs	AR Concrete	05/12/10	05/11/10	05/12/10		06/01/10	Approved	06/01/10	
5	Mortar Mix Design	Griffen Masonry	05/12/10	not required			not required			
6	CMU Block	Griffen Masonry	05/12/10	not required			not required			
7	Masonry Reinforcing / Access.	Griffen Masonry	05/12/10	not required			not required			
8	Anchor Bolt Plan	J&D Steel	05/17/10	05/18/10	05/18/10		06/01/10	Approved as Noted	06/02/10	
9	HY 150 & HY 20 Epoxy	ECO / AR Concrete / Griffen Masonry	05/17/10	not required			not required			
13	Steel Doors & Frames	ABS	05/12/10	05/18/10	05/18/10		05/25/10	Approved	06/01/10	
14	Door Hardware	ABS	05/12/10	05/05/10	05/12/10		05/25/10	Approved	06/01/10	
15	Signage	ABS	05/12/10	05/07/10	05/12/10	05/19/10				
16	Overhead Doors	Coneys	05/12/10	06/09/10	06/09/10	06/16/10				
17	Gypsum Wallboard	ECO	05/17/10	05/12/10	05/12/10		05/17/10	Approved	05/18/10	
18	Acoustical Tile	ECO	05/17/10	05/12/10	05/12/10		05/17/10	Approved as Noted	05/18/10	
19	Acoustical Grid	ECO	05/17/10	05/12/10	05/12/10		05/17/10	Approved	05/18/10	
20	Painting	Turpin	05/12/10	05/27/10	06/01/10		06/02/10	Approved	06/03/10	
21	Metal Building	J&D Steel	05/12/10	05/18/10	05/18/10		06/01/10	Approved	06/02/10	
22	Metal Building Re-Roof	J&D Steel	05/12/10	05/14/10	05/14/10		06/02/10	Approved as Noted	06/03/10	
24	Mechanical	Comfort Systems	05/12/10	05/04/10	05/12/10		05/18/10	Approved as Noted	05/19/10	
25	Electrical	Arnold Blevins	05/12/10	04/30/10	05/12/10		05/17/10	Approved as Noted	05/18/10	
26	Mechanical Add Info	Comfort Systems	05/24/10	05/24/10	05/24/10		05/26/10	Revise & Resubmit	06/01/10	
27	Mechanical ADD Info #2	Comfort Systems		06/08/10	06/08/10	06/15/10		Approved	06/08/10	

Sample Form



ECO CONSTRUCTION, INC.
 General Contractor/
 Construction Manager

1200 Business Park Dr., Suite 2
 Little Rock, AR 72204
 P - 501.916-2461
 F - 501.246.8836
 www.ecoconstructionar.com

SUBMITTAL

ITEM: Roofing – Part 2
 DATE: April 11, 2016
 REVIEWED BY: Patrick Murray
 PROJECT: ETAS Roof

<input checked="" type="checkbox"/> Reviewed <input type="checkbox"/> No Exceptions Taken <input type="checkbox"/> Furnish as Corrected <input type="checkbox"/> Revise and Resubmit <input type="checkbox"/> Rejected	<p><i>Corrections or comments made on the shop drawings/submittals during this review do not relieve sub-contractor from compliance with requirements of the drawings and specifications. This review is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating work with that of all other trades; and performing work in a safe and satisfactory manner.</i></p>
--	--

Item	Comment
Description	Comments
FM Info	Please select the appropriate FM fastening pattern from the approved Firestone methods. They vary depending on metal deck spacing and this information was not provided to us. It was also not called out in the specifications for a specific FM global fastening pattern to be meet.

Sample Form



RFI LOG

Project: **UA Systems JOC**

Job #: 14.085

RFI #	Description	Date Out	Date Due	Date Back	Past Due?
1	Building Setback Requirement	02/12/14	02/17/14	02/13/14	
2	Nothr sidewalk dimension	02/20/14	02/25/14	02/21/14	
3	Anchor Blot requiremnt column C2F1	02/26/14	03/03/14	02/28/14	
4	Metal Wall Panal Color	03/15/14	03/20/14		8
5	Detail 2/A2-01 clarification	03/31/14	04/05/14	04/03/14	
6					#VALUE!
7					#VALUE!
8					#VALUE!
9					#VALUE!
10					#VALUE!
11					#VALUE!
12					#VALUE!
13					#VALUE!
14					#VALUE!
15					#VALUE!
16					#VALUE!
17					#VALUE!
18					#VALUE!
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20					#VALUE!
21					#VALUE!
22					#VALUE!
23					#VALUE!
24					#VALUE!
25					#VALUE!
26					#VALUE!
27					#VALUE!
28					#VALUE!
29					#VALUE!
30					#VALUE!

Sample Form



ECO CONSTRUCTION, INC.
General Contractor/
Construction Manager

1200 Business Park Dr., Suite 2.
Little Rock, AR 72204
P - 501.410.2311
F - 501.246.8836
www.ecoconstructionar.com

Sample Project Meeting Agenda 1-30-13

- **Schedule**
 - o See Attached – Completion 3/19

- **RFI's**
 - o None Outstanding

- **Submittals**
 - o In Review
 - Lighting
 - Fire Alarm

 - o To Be Submitted
 - Millwork / Corian

- **CCR's**
 - o CCR 1 – Data Closet / TME ASI #1 – In-Process
 - o CCR 2 – Fire Extinguishers – No Cost
 - o CCR 3 – 4' x 4' Fixture Change – No Cost
 - o CCR 4 – SS1 Faucet Change – No Cost
 - o CCR 5 – SS Line Replacement - \$5,370
 - o CCR 6 – Soffit Vents - \$2,683
 - o CCR 7 – Projection Screen Power / Data -

- **Current Issues/Items**
 - Speakers Tied to ASH?
 - Soffit Lights Seal?

- **Owner Furnished Items**
 - o Shelving – 3/4/13
 - o Tack Boards – 3/7/13
 - o Projection Screen Requirements - 1/21/13
 - Ceiling V/D and Power Rough-In and Location
 - Screen Power
 - Screen Blocking

Job Hazard Analysis

Date of analysis: ____xx.xx.xxxx____

People who participated: _____

Tasks/jobs where injuries occur, or can occur		
How people get hurt	What causes them to get hurt?	What safe practices or PPE are needed?

Sample Form



DAILY FIELD LOG

ECO CONSTRUCTION, INC.
 General Contractors
 Construction Managers
 1200 Business Park Dr., Suite 2
 LITTLE ROCK, AR 72204
 Phone (501)916-2461
 Fax (501)246-8836

DATE: xx/xx/xxxx
 JOB NAME: Project Name

JOB #: xx.xxx

Work Performed Today:	Weather:	Sunny
Removed safety fencing to allow for brick and masonry delivery and re-installed fencing.	Temp. A.M.:	63 degrees
	P.M.:	83 degrees
	Safety Meeting:	
	WORKFORCE	NO.
	Superintendent:	2
	Field Assistant	
	Laborers:	
	Carpenters:	
	Excavation:	
	Iron Workers:	
	Bricklayers	3
	Millwork:	
	Roof:	
	Floor:	
	Carpet:	
	Painters:	
Problems - Delays:	Plumbers:	
	HVAC:	
	Electricians:	
	Sprinklers:	
	Acoustical	
	Concrete	
Sub-Contractor Progress:	Testing Lab	
Murdaugh Masonry received their brick and mortar shipment today and loaded salvaged brick and hauled to their yard for cleaning.	Waterproofers	2
Roberts McNutt completed removal of phase one existing mortar where brick had been demoed.		
	TOTAL:	7
	EQUIPMENT:	
Special Assignments:		
Supervisor's Signature: James Young		

Close-Out Documents Table of Contents
UCA 17-002 JOC Example

Sample Form

Project Directory

Warranties

1. GC
2. Subs

Asbestos Certification Letter

Certificate of Occupancy

AIA Forms

1. Consent of Surety
2. Substantial Completion

Lien Waivers

1. GC
2. Subs

Finish Schedules

Operations and Maintenance Manuals

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Patrick Murray
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: Patrick Murray

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: eco Construction, Inc.
(Name of Corporation)

I, Patrick Murray certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Patrick Murray
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL



SIGNATURE

March 12, 2017
DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name eco Construction, Inc.

Print name of authorized representative Patrick Murray

Signature of authorized representative 

Date March 12, 2017

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone


ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

eco Construction, Inc.

Name of company expressly waiving confidential status of material

Patrick Murray - President



Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

1200 Business Park Dr., Suite 2 Little Rock AR 72204 501-916-2461

Address City State ZIP Phone



ECO CONSTRUCTION, INC.
General Contractor/
Construction Manager

1200 Business Park Dr., Suite 2
Little Rock, AR 72204
P - 501.916-2461
F - 501.246.8836
www.ecoconstructionar.com

CONTRACTOR WARRANTY

The undersigned, **eco Construction, Inc.**, having previously entered into a contract _____ ("Owner") for the construction of _____ ("Project") according to certain plans and specifications prepared by _____ ("Architect / Engineer"), and in accordance with the terms of the contract, does hereby guarantee to the Owner all the labor and material furnished and work performed by us under the contract is in conformity with such plans and specifications and authorized alterations thereto, that the scope of work installed pursuant to the our contract is free from imperfect workmanship and materials. We agree to promptly repair at our own cost and expense all of the work covered under the contract and change orders which may prove to be defective for a period of **ONE YEAR** from the hereof.

Warranty Begins: / /
Warranty Expires: / /

BY: _____

County of _____
State of _____

Subscribed and sworn to before me this _____ day of _____, 2014

Notary Public

My Commission Expires

Sample Form

MNH · TULLIS

BONDS AND INSURANCE

March 7, 2017

The Interlocal Purchasing System
4845 Hwy. 271 North
Pittsburgh, TX 75686

RE: eco Construction, Inc.

Dear Sir:

MNH-Tullis, LLC and Zurich American Insurance Company (AM Best Rating: A+ XV) have had the privilege of providing surety bonds for eco Construction, Inc. for over 6 years. During that time, we have supported bids and/or performance and payment bonds on individual projects in the \$20,000,000 range with a total aggregate program in excess of \$40,000,000.

Eco Construction, Inc. has handled each of its projects in a professional manner and completed all work satisfactorily. We have the highest regard for their professionalism, integrity and commitment to customer service.

We hope the above demonstrates our utmost confidence in eco Construction, Inc. We anticipate no problems in providing the necessary Performance and Payment bonds, if required. As always, any specific commitment to bond would be predicated upon the company continuing to comply with all basic surety underwriting standards and a satisfactory review of contract terms, conditions and financing. Any arrangement for the final bonds is a matter between the contractor and ourselves and we assume no liability to third parties or to you, if due to any unforeseen circumstances, we do not execute such bonds.

Should you have any questions, please do not hesitate to call.

Sincerely,



Mary Jo Zakrzewski

Attorney-In-Fact, Zurich American Insurance Company