

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (MASONRY TRADE) FROM
E&T MASONRY CONSTRUCTION & REMODELING, LLC**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

This Agreement for on-site services in the nature of general building construction trades services (masonry) to be performed on and in various commercial and residential City-owned or City-occupied buildings on a directed as-needed basis, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the ____ day of the month of _____, 2018, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and E&T MASONRY CONSTRUCTION & REMODELING, LLC, referred to herein as "E&T Masonry." This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase certain on-site services in the nature of general building construction trades services (masonry) to be performed on and in various commercial and residential City-owned or City-occupied buildings on a directed as-needed basis, and associated goods and services, and City desires to purchase same from E&T Masonry; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods, and City has selected the bid submitted by E&T Masonry; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and E&T Masonry whereby City is obligated to buy specified services and E&T Masonry is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 18-008 (b) E&T Masonry's Response to IFB; (c) contract award; and (d) any exhibits,

addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) E&T Masonry's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **E&T Masonry** means E&T Masonry, LLC, or any of its successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges. City may permit "unit price" adjustments upwards only in accordance with Part III, Item 6 of City's Invitation for Bid included as a part of Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Any price increase shall be requested by E&T Masonry in writing and accompanied by the appropriate documentation to justify the requested increase. E&T Masonry may offer price decreases at any time and in excess of any allowable percentage changes.

D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected E&T Masonry to supply the services as outlined in IFB Solicitation Number 18-008; and Response to IFB submitted by E&T Masonry, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by E&T Masonry in its Response to the IFB.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 DUAL PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that E&T Masonry shall be considered as one of two (2) providers ("dual providers") of the specified goods and services (masonry services). E&T Masonry specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two providers in whatever order it deems most advantageous to City's purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

5.01 ITEMS AWARDED

Only if, as, and when needed by City, masonry services are awarded to E&T Masonry in accordance with bid items shown on Attachment A – Bid Sheet of Exhibit "A," as follows:

Masonry	
Mason/ Concrete Finisher Hourly Labor Rate	\$16.00 (no minimum hours)
Mason/Concrete Finisher Overtime Hourly Rate	\$24.00 (no minimum hours)
Helper Hourly Labor Rate	\$14.00 (no minimum hours)
Overtime Helper Hourly Labor Rate	\$21.00 (no minimum hours)
Materials (if on Cost-Plus basis)	
Percentage Markup	4%

6.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment A – Bid Sheet of Exhibit "A," which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by E&T Masonry.

B. E&T Masonry specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **Seventy-Five Thousand and No/100 Dollars (\$75,000.00) per year** for E&T Masonry's services combined with the dual provider's services for a total not-to-exceed amount of **Three Hundred**

Seventy-Five Thousand and No/100 Dollars (\$375,000.00) for the term of this Agreement.

7.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of E&T Masonry;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

8.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock’s bid, with the consent and agreement of the successful vendor(s) and Round Rock. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor’s response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated “piggyback” procurements.

9.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City’s current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City’s budget for the fiscal year in question. City may effect such termination by giving E&T Masonry a written notice of termination at the end of its then-current fiscal year.

10.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to E&T Masonry will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. E&T Masonry may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with

V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

A. There is a bona fide dispute between City and E&T Masonry, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or

B. There is a bona fide dispute between E&T Masonry and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

11.01 GRATUITIES AND BRIBES

City may, by written notice to E&T Masonry, cancel this Agreement without incurring any liability to E&T Masonry if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by E&T Masonry or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, E&T Masonry may be subject to penalties stated in Title 8 of the Texas Penal Code.

12.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in E&T Masonry's charges.

13.01 ORDERS PLACED WITH ALTERNATE VENDORS

If E&T Masonry cannot provide the services as specified, City reserves the right and option to obtain same from another source or supplier(s).

14.01 INSURANCE

E&T Masonry shall meet all requirements as stated in Part II, Section 2 of the attached IFB Solicitation Number 18-008.

15.01 CITY'S REPRESENTATIVE

City hereby designates the following representative(s) authorized to act in its behalf with regard to this Agreement:

Pete Dominguez, Facilities Manager
City of Round Rock
212 Commerce Cove
Round Rock, TX 78664
512-341-3144
pdominguez@roundrocktexas.gov

16.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

17.01 DEFAULT

If E&T Masonry abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, E&T Masonry agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

E&T Masonry shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations hereunder;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

18.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to E&T Masonry.

B. In the event of any default by E&T Masonry, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to E&T Masonry.

C. E&T Masonry has the right to terminate this Agreement only for cause, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to E&T Masonry, E&T Masonry shall discontinue all services in connection with performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such termination notice, E&T Masonry shall submit a statement showing in detail the goods and services satisfactorily performed hereunder to the date of termination. City shall then pay E&T Masonry that portion of the charges, if undisputed. The parties agree that E&T Masonry is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

19.01 INDEMNIFICATION

E&T Masonry shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of E&T Masonry, or E&T Masonry's agents, employees or subcontractors, in the performance of E&T Masonry's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or E&T Masonry (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

20.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. E&T Masonry, its agents, employees and subcontractors shall use best efforts to comply with all federal and state laws, City's Charter and Ordinances, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. E&T Masonry acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination Systems (TPDES). JNA agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. E&T Masonry agrees to comply with the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, E&T Masonry agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott

Israel during the term of this contract. The signatory executing this Agreement on behalf of E&T Masonry verifies E&T Masonry does not boycott Israel and will not boycott Israel during the term of this Agreement.

21.01 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

22.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- A. When delivered personally to recipient's address as stated in this Agreement; or
- B. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to E&T Masonry:

E&T Masonry Construction & Remodeling, LLC
9905 FM 973 North
Manor, TX 78653

Notice to City:

City Manager		Stephen L. Sheets, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and E&T Masonry.

23.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

24.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between E&T Masonry and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

25.01 DISPUTE RESOLUTION

City and E&T Masonry hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

26.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

27.01 MISCELLANEOUS PROVISIONS

Standard of Care. E&T Masonry represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. E&T Masonry understands and agrees that time is of the essence and that any failure of E&T Masonry to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. E&T Masonry shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to E&T Masonry's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor E&T Masonry shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for

which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and E&T Masonry have executed this Agreement on the dates indicated.

City of Round Rock, Texas

E&T Masonry Construction & Remodeling, LLC

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By: Thomas Dukes
Printed Name: Thomas DUKES
Title: President/owner
Date Signed: 8-9-18

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

MASONRY SERVICES

SOLICITATION NUMBER 18-008

MARCH 2018

Exhibit "A"
MASONRY SERVICES
PART I
GENERAL REQUIREMENTS

PURPOSE: The City of Round Rock, herein after "the City" seeks an agreement with a qualified firm to provide on-site Masonry Services for various City owned or occupied buildings on an as needed basis.

The City intends to award one primary contract and one secondary contract based on the Best Value for the City. The City may contact the Prime Contractor and/or Secondary Contractor to request a quote by project and will select the Contractor that best meets the needs of the City. An anticipated total contract award will be made by the City in an amount not to exceed \$75,000 per year.

1. **BACKGROUND:** The City has approximately 800,000 square feet of maintained property and occupies approximately 46 facilities. The buildings consist of both commercial and residential type structures.
2. Facilities that may require professional Masonry Services include but are not limited to office buildings, fire stations, parks facilities, police facilities and parking garages.
3. **SOLCITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III - Supplemental Terms and Conditions	Page(s) 6-9
Part IV – Specifications	Page(s) 10-13
Attachment A – Bid Sheet	Page 14
Attachment B – Reference Sheet	Page 15
Attachment C – Prevailing Wage	Page 16
Attachment D- Respondent Questionnaire	Page 17

Exhibit "A"

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Mike Schurwon, CPPB
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-6682
E-mail: mschurwon@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

5. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATES
Solicitation released	March 27, 2018
Pre-Bid meeting - Optional	April 3, 2018 @ 10:00 AM, CST
Deadline for submission of questions	April 6, 2018 @ 5:00 PM, CST
City responses to questions or addendums	April 10, 2018 @ 5:00 PM, CST
Deadline for submission of responses	April 18, 2018 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website <http://www.roundrocktexas.gov/bids>.

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **PRE-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the specifications and bid submittal requirements. The pre-bid meeting will be conducted on the date specified in PART I Section 4-Schedule of Events.
- 7.1 Attendance at the pre-bid meeting is Mandatory. Respondents shall sign-in at the pre-bid meeting to document their attendance.
- 7.2 **City of Round Rock**
Executive Conference Room - City Hall Council Chambers, 1st Floor
221 East Main Street
Round Rock, Texas 78664
- 7.3 Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting.

Exhibit "A"

8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 4 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock – Reception Desk, 1st Floor
Attn: Mike Schurwon, CPPB, CTPM
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

- 8.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 8.2 Facsimile or electronically transmitted responses are not acceptable.
- 8.3 Responses cannot be altered or amended after opening.
- 8.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 8.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 8.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
9. **BIDDER RESPONSE REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Bidders are encouraged to carefully read the entire solicitation.

Bidders shall submit one (1) evident signed "Original" and four (4) copies of the response requirements including any required attachments and one (1) electronic copy of the IFB response on a flash drive. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, the attachments identified below shall be submitted with your proposal.

Attachment A: BID SHEET: The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet may result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

Attachment B: REFERENCE SHEET: Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

Attachment D: RESPONDENT QUESTIONNAIRE: Complete the respondent questionnaire and submit with bid packet. Attach additional pages as needed. Failure to complete the respondent questionnaire may result in disqualification.

Exhibit "A"

10. BEST VALUE EVALUATION AND CRITERIA: The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 10.1 Purchase price;
- 10.2 Reputation of Respondent and of Respondent's goods and services;
- 10.3 Quality of the Respondent's goods and services;
- 10.4 The extent to which the goods and services meet the City's needs;
- 10.5 Respondent's past performance with the City;
- 10.6 The total long-term cost to the City to acquire the Respondent's goods or services;
- 10.7 Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

10.8 EVALUATION FACTORS

Total 100% Points

- Cost-60% Points
- Response to Attachment D – Respondent Questionnaire – 40% Points
 - Training and development 10% Points
 - Vehicle and equipment list 5% Points
 - Company and individual work experience 25% Points

11. CONFIDENTIALITY OF CONTENT: As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

11.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

11.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

12. CERTIFICATE OF INTERESTED PARTIES: Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Exhibit "A"

PART II

DEFINITIONS, STANDARD TERMS AND CONDITONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Bidder agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Bidders to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>

PART III

SUPPLEMENTAL TERMS AND CONDITONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - 1.2 Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 2.1 Be firms, corporations, individuals or partnerships normally engaged in providing commercial Masonry Services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2 The selected respondent(s) shall provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - 2.3 Commercial Business location from which work crews are dispatched is required to be in a 35-mile radius of downtown Round Rock.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in commercial Masonry SERVICES.

Exhibit "A"

4. **PREVAILING WAGE** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment C and comply with all applicable sections of Chapter 2258

Attachment C - Prevailing Wage Rates are posted in Solicitation Documents for IFB No. 18-008 – Masonry Services on the City of Round Rock website at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

5. **PRICING:** The Bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes
6. **PRICE INCREASE:** Contract prices for MASONRY SERVICES shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item.
- 6.1 **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.
- 6.2 **Procedure to Request Increase:**
- 6.2.1 Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
- City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**
- 6.2.2 Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

Exhibit "A"

7. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
8. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.
9. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
10. **WORKFORCE:** Contractor shall:
 - 10.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - 10.2 Ensure Respondent's employees, wear a company uniform that clearly identifies them as the Respondent's employee, while working on City property.
 - 10.3 Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
 - 10.4 The Respondent shall provide background checks on all employees assigned to a project prior to commencement of work to the City's designated representative.
 - 10.5 The City will provide the Contractor, the Designated Contact person, and any employees required for the work, access to the sites where services are required upon approval of the City's designated representative. The City's designated representative shall issue security badges to all Respondent's employees assigned to a project. All employees shall be required to wear the badge in a visible manner at all times while on City property.
11. **PERMITS:** The Contractor shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
13. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - 13.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 13.2 Provide City contact(s) information for implementation of agreement.
 - 13.3 Identify specific milestones, goals and strategies to meet objectives.

Exhibit "A"

14. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

14.1 Contractor's point of contact: In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

14.2 The City's designated representative: The City's designated representative shall be:

**Pete Dominguez
Facility Maintenance Manager
General Services
Phone: 512-801-4547
E-mail: pdominguez@roundrocktexas.gov**

15. INTERLOCAL PURCHASING AGREEMENTS

15.1 The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.

15.2 The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

Exhibit "A"

PART IV SPECIFICATIONS

1. **HISTORY:** The City has approximately 800,000 square feet of maintained property and occupies approximately 46 facilities. The buildings consist of both commercial and residential type structures. Facilities maintained vary and can include but are not limited to office buildings, Police department, fire stations, parks facilities and parking garages.
 - Projects vary and are under the supervision of the **City's designated representative: Pete Dominguez, Facilities Manager**
Phone: 512-341-3144
2. **SCOPE OF WORK:** The Contractor shall provide on-site services including all materials and labor necessary to perform maintenance, repair, renovations, installation or alteration for various City owned or occupied locations on an as needed basis for Masonry installation, repair and finishing services. Services shall consist of repairs and miscellaneous projects.
Services performed shall require prior authorization from the City's Facility Maintenance Department. Only services meeting the herein mentioned specifications on workmanship (See PART IV, Paragraph 3) will be accepted.
3. **WORKMANSHIP:** Only first-class work shall be performed and all materials furnished in carrying out this agreement shall be of character and quality as required by the project specifications. Where no standard is specified, for such work or materials, they shall be the best of their respective trade and be compliant with all applicable code requirements.
 - 3.1 All materials used in any project shall be new unless pre-approved by the City's designated representative.
 - 3.2 At the conclusion of each project the Contractor shall demonstrate to the City's designated representative that the work is fully operational and in compliance with contract specifications and codes. Any unsatisfactory work done or materials furnished at whatever time they may be discovered shall be promptly and permanently corrected at the sole expense of the Contractor prior to final acceptance of work when notified to do so by the authorized City representative.
 - 3.3 The Contractor shall at all times keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials. It is the Contractor's responsibility to properly dispose of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations.
Should the Contractor neglect or refuse to remove such unsatisfactory work or materials within forty-eight (48) hours of notice by the City, or if they fail to make satisfactory progress in doing so, the City may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or shall become due to the City by the Contractor under the agreement.
4. **WORKFORCE:** Contractor and all employees shall perform the services in a timely, professional and efficient manner. The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations.
 - 4.1 The Contractor shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
 - 4.2 The Respondent shall provide background checks on all employees assigned to a project prior to commencement of work to the City's designated representative.
 - 4.3 The City will provide the Contractor, the Designated Contact person, and any employees required for the work, access to the sites where services are required upon approval of the City's designated

Exhibit "A"

representative. The City's designated representative shall issue security badges to all Respondent's employees assigned to a project. All employees shall be required to wear the badge in a visible manner at all times while on City property.

5. **MASON / CONCRETE FINISHER REQUIREMENTS:** The following contains the minimum requirements and experience for Masonry installation, repair and finishing services required by the City. The Contractor shall ensure that all personnel are skilled and qualified to perform the services as requested.
 - 5.1 Contractor shall have a working knowledge of commercial and residential Masonry installation, repair and finishing work.
 - 5.2 The functions shall include but not be limited to: lay out projects, install all Masonry units, repair Masonry units, finishing work and other Masonry work as described by the project manager.
 - 5.3 Contractor must be familiar with and have a working knowledge of all tools and equipment applicable to the Masonry trade, and have extensive knowledge of building materials.
 - 5.4 Contractor must be able to work unsupervised and run a crew.
 - 5.5 The MASON / CONCRETE FINISHER shall have at least five (5) years' experience and a minimum of three (3) years' commercial experience and possess all the necessary tools required to complete projects specified by the City.
 - 5.6 It is the responsibility of the Contractor to supervise their employees and to assure that the work crew acts in a professional manner in regards to conduct, dress and language. Employees that are found to be non-compliant with these requirements shall be removed by the Contractor from City property.

6. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the city shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
 - 6.1 The City shall be provided with the designated person's name and telephone number.
 - 6.2 This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person due to termination, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
 - 6.3 Answering machines are unacceptable as a point of contact.
 - 6.4 The contact person shall be identified on the Solicitation document and may be required to attend an oral presentation to the selection team prior to award of contract.

7. **WARRANTY:** Successful Respondent shall provide a one (1) year warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.

8. **RESPONSE TIME:** Response times shall be as follows:
 - 8.1 **Regular business hours** shall be from 7:00 AM to 6:00 PM.
 - 8.2 **Non-Emergency Service Calls:** Successful Respondent shall respond and provide a written estimate for non-emergency service calls within two (2) days and begin work within five (5) days of the original request.

Exhibit "A"

9. **REGULAR AND OVERTIME WORK HOURS:** Regular Business hours are 7:00 am to 6:00 pm Monday through Friday. Overtime pay consisting of hours outside the designated regular business hours, will be allowed by the City if deemed necessary and approved by the City's designated representative in advance of work. Overtime work performed in excess of regular work hours or on weekends or holidays shall be based on the rate of regular labor not to exceed one and one half (1 ½) times the fixed hourly rate for the tradesman performing the service. Respondent shall submit a total hourly and overtime rate price for labor that includes, but not be limited to, all costs for labor, overhead charges, travel, and payroll expenses.
10. **SAFETY:** The Successful Respondent and their respective employees are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services. All Successful Respondents shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. In case of conflict, the most stringent safety requirement shall govern. The Successful Respondent shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Successful Respondent's obligations under this paragraph.
- 10.1. **Material Safety Data Sheets:** Successful Respondent shall be required to have in their possession at the location of each project and available upon request, material safety data sheets applicable to hazardous substances.
11. **ESTIMATES:** Contractor shall provide a non-binding written "Not to Exceed" estimate on all projects at no charge to the City upon request. It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until the Contractor arrives on site and begins work. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences. Any single project shall not exceed \$50,000.

Each written estimate shall include the following information:

- Department name and location of the project;
 - Contractor's designated contact name and telephone number;
 - Breakdown of Labor costs (Number of workers, hourly rate);
 - Materials (Detailed description, quantity, unit price and extended price amounts);
 - Cost of Equipment rented to complete project;
 - Total Cost (Labor and materials);
 - Description specifying work to be done;
 - Time projected to complete the project.
12. **SITE INSPECTION:** It shall be the responsibility of the Contractor to visit and inspect the locations prior to the submittal of a proposal. No variation in price or conditions shall be permitted based on claims of not being knowledgeable, aware, or informed of all requirements and specifications for a job assignment. Submittal of the proposal is evidence the Contractor has familiarized himself with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done and the equipment, materials and labor required. Inspection must be scheduled by contacting the City's designated representative.
13. **DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing Masonry material and supplies for each project. The City will not assume any responsibility for receiving these shipments. The Contractor shall verify with the

Exhibit "A"

City's designated representative and make necessary arrangements for security and storage space in the building during the project.

13. **WORK REPORTS:** Respondent shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used. Reports shall include, at a minimum, the following information:
- Location of the worksite;
 - Date and time of arrival at worksite;
 - Time spent for repair;
 - Date and time work at location is completed;
 - Part(s) ordered and Equipment rented, if necessary
 - A detailed description of all the completed repair work certifying the location is in working order, shall be signed by the City's designated representative at the time the work is performed.
14. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
- Bids per project shall not exceed 10% waste expectation on all quantities.
 - Prices for materials may be on a cost-plus basis. The percentage (%), if any, of markup will be designated by the Respondent on the Solicitation Document. Invoices for work performed, shall require a copy of supplies receipt to be included. Failure to provide the cost-plus percentage (%) on an invoice may result in payment at cost.
15. **INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice:
- The total hours worked and hourly rate for labor. Labor hours hour shall include costs of labor, overhead charges, travel, and payroll expenses.
 - Supplies and materials: The cost of supplies and materials shall be listed separately from labor. A maximum percentage markup, as indicated on Attachment A-Bid Sheet, will be allowed for material.
 - Invoices shall have attached a copy of paid materials receipt from the supplier.

Exhibit "A"

ATTACHMENT A BID SHEET

1. **ATTACHMENT A- BID SHEET** is posted in Solicitation Documents for IFB No. 18-008 – Masonry Services in an Excel format on the City of Round Rock website at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

- 1.1 In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 4 – Schedule of Events.
- 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
- 1.3 In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
- 1.4 By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business.
- 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Exhibit "A"

ATTACHMENT B: BIDDERS REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 18-008
RESPONDENT'S NAME: E & T Masonry Constuction DATE: 4/22/18

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

- | | |
|-----------------------|---|
| 1. Company's Name | <u>GCreek Constuction</u> |
| Name of Contact | <u>Robert Petri</u> |
| Title of Contact | <u>Superintendent</u> |
| E-Mail Address | <u>robert@gcreek.com</u> |
| Present Address | <u>9033 South IH 35</u> |
| City, State, Zip Code | <u>Austin, Tx 78744</u> |
| Telephone Number | <u>(512) 452-5640</u> Fax Number: <u>(512) 452-5916</u> |

- | | |
|-----------------------|---|
| 2. Company's Name | <u>Hensel Phelps</u> |
| Name of Contact | <u>Joshua Barth</u> |
| Title of Contact | <u>Project Coordinator</u> |
| E-Mail Address | <u>joshua.barth@henselphelps.com</u> |
| Present Address | <u>8326 Cross Park Dr</u> |
| City, State, Zip Code | <u>Austin, TX 78754</u> |
| Telephone Number | <u>(512) 834-9848</u> Fax Number: <u>(512) 530-6459</u> |

- | | |
|-----------------------|---|
| 3. Company's Name | <u>Matous Construction Ltd</u> |
| Name of Contact | <u>Mike Psencik</u> |
| Title of Contact | <u>Vice President</u> |
| E-Mail Address | <u>mike@matousconstruction.com</u> |
| Present Address | <u>8602 N. Hwy 317</u> |
| City, State, Zip Code | <u>Belton, TX 76513</u> |
| Telephone Number | <u>(254) 534-8050</u> Fax Number: <u>(512) 254-780-2599</u> |

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"
ATTACHMENT C
PREVAILING WAGE

1. **Attachment C- Prevailing Wage Rates are posted in Solicitation Documents for IFB No. 18-008- Masonry Services on the City of Round Rock website at:**

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

2. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment C and comply with all applicable sections of Chapter 2258.

Exhibit "A"

ATTACHMENT D RESPONDENT QUESTIONNAIRE 40% Points

Name of Business:	E & T Masonry Construction & Remodeling Co LLC
Physical Address of Headquarters (HQ):	9905 FM 973 North Manor, TX 78653
Physical Address of Serving Branch: (if different address from HQ)	

1. In a separate sheet of paper describe training and development provided to staff. **(10% Points)**.
2. **EQUIPMENT LIST:** Attach a separate sheet of paper that describes the type of vehicles and equipment that will be used to support this contract. **(5% Points)**
3. Number of full time employees that are eligible to work on City of Round Rock projects:

Number of Employees:	9
----------------------	---

4. How many years has your company been in the Commercial Masonry Business?

Number of years in the commercial Masonry business:	40+
---	-----

5. **EXPERIENCE:** On a separate sheet of paper describe relevant company and individual experience for the personnel who will be actively engaged in the performance of this contract. **(25% Points)**
 - **Company work experience:** Describe recent company work experience (2 years or less) for at least 2 commercial contracts for Masonry Services
 - **Individual Work Experience-** Include the resume of the owner and lead personnel as well as supporting documentation as applicable; such as certifications, licenses and years of experience.

Exhibit "A"

Attachment A- Bid Sheet Masonry Services IFB No. 18-008

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 18-008 - Masonry Services. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein. An anticipated total contract award will be made by the City in an amount not to exceed \$75,000 per year.

Special Instructions: All prices must be quoted in order to be considered responsive. Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid.

Cost - Total 60% Points			
No.	Description	Unit	Unit Cost
1	Mason / Concrete Finisher - Regular Hourly Labor Rate	Per Hour	\$ 16.00
2	Mason / Concrete Finisher - Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	Per Hour	\$ 24.00
3	Mason / Concrete Finisher Helper - Regular Hourly Labor Rate	Per Hour	\$ 14.00
4	Mason / Concrete Finisher Helper - Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	Per Hour	\$ 21.00
5	(Information Only): Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	Percentage Markup	% 4

Attachment D - Respondent Questionnaire- Total 40% Points

- *10% Points for staff training and development
- * 5% Points for vehicle and equipment list
- * 25% Points for company and individual work experience

COMPANY NAME: E & T Masonry Construction & Remodeling Company, LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Thomas Dukes

PHONE NUMBER: 512-272-4551

EMAIL ADDRESS: tom@etmasonry.com

Exhibit "A"

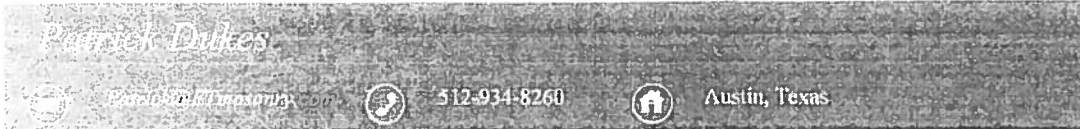
THOMAS J DUKES
E & T MASONRY CONSTRUCTION & REMODELING CO. LLC
P.O. BOX 581
ROUND ROCK, TX 78680
512-272-4551 OFFICE / 512-272-4546 FAX
512-748-8465 MOBILE
Email: tom@etmasonry.com

EQUIPMENT LIST

This is a list of equipment to be used to support the masonry projects:

- Fork Lift
- Skid Loader
- Cement Mixer
- Mortar Mixer
- Saws(wet & dry)
- Scaffolding
- Planks
- Hammers; Jacks; Drills, etc.
- All hand tools
- Trailers
- Grout Pump
- Concrete Pump

Exhibit "A"



Attentive General Contractor Project Manager with solid track record for ensuring client satisfaction while adhering to industry quality standards within established budgets. Displaying profound knowledge of construction regulations, local zoning ordinances and techniques for meeting an assortment of building and construction challenges. Dedicated to adhering to Osha and all safety guidelines.



- Familiarity with cost estimations and budgetary preparation
- Excellent ability to manage time and prioritize tasks
- Sound understanding of materials and equipment and procurement procedures
- Strong Communication to customer service
- Vast knowledge of construction documentation
- Proven leaderships abilities
- Great Communication skills
- Electric, plumbing, tile, landscape, flooring, cabinetry and home renovation expertise.



WORK EXPERIENCE

E & T MASONRY AND CONSTRUCTION 1992-PRESENT AUSTIN, TX GENERAL CONTRACTOR

- Routinely work with engineers, architects and property managers to address design and contraction issues.
- Routinely assist & place large scale construction project bids and negotiated client contracts.
- Coordinate efforts with sub-contractors, electricians, plumbers and demolition experts
- Maintain inventory for large scale projects
- Coordinate with material suppliers to ensure shipments and production inventory are available.
- Routinely visit project sites, document progress and work to resolve any and all issues.
- Supervise and manage construction site activities.
- Bid numerous project for local realtors with banks for renovation, clean out and maintenance of listed properties.
- Full home rehab projects managing team to meet budget and time constraints
- Maintain yard, landscape design and maintenance, pool and fencing for regular residential and business clientele.

Comment [PD1]:

Exhibit "A"

THOMAS J DUKES
E & T MASONRY CONSTRUCTION & REMODELING CO. LLC
P.O. BOX 581
ROUND ROCK, TX 78680
512-272-4551 OFFICE / 512-272-4546 FAX
512-748-8465 MOBILE
Email: tom@etmasonry.com

PROFESSIONAL SUMMARY

Qualifications: I and my Company have strong experience & vast knowledge of construction & remodeling in both commercial and residential; coupled with knowledge and experience in all fields of maintenance. E & T can serve on a project, as a General or Sub-Contractor.

- Forty years (40) + industry experience in both commercial and residential construction and repairs
- Forty years (40)+ in construction & masonry work experience
 - New construction
 - Remodels (including kitchens; bathrooms & entries)
 - Retaining Walls, etc.
- Extensive restoration/remodeling experience
- Professional Home & Commercial Inspector experience
- Certified contractor for HUD, Historic Society and City Municipalities
- Two years of training in industrial machinery
- E & T is equipped with skilled:
 - Masons(masonry of all types)
 - Concrete
 - Hauling
 - Fencing(wood; metal & masonry)
 - Tile & Flooring
 - Electricians
 - Plumbers
 - Painters
 - Licensed HVAC
 - Lawn care & landscaping maintenance(including stone edgings) & Licensed sprinkler design and installation
 - Roofers
 - Security(alarm) installers
 - Carpentry experts

Exhibit "A"

Thomas J. Dukes

E & T Masonry & Construction & Remodeling Co. LLC

P.O. Box 581

Round Rock, TX 78681

512-272-4551 Office / 512-272-4546 Fax / 512-748-8465 Mobile

tom@etmasonry.com

EDUCATION:

- 2005 Training at All-Lines Training & Licensed as a Catadjuster in Texas
- 1987 **HUB Certification** as a Contractor-Recertified 2010
- 1985 Texas Certification as Roofing Contractor
- 1984 Certified by City of Austin as a **Minority Contractor**
- 2011 Re-certified by City of Austin as Minority Contractor**
- 1968-69 Special training in Building Methods & Techniques
- 1962 Graduate of Rochester Trade School-Degree in Building Trades
- 1962 Graduate of Edison Tech-Degree in Machinery

EMPLOYMENT:

- 1971-Present: **General Contractor, E & T Masonry Construction & Remodeling Co**
Handling all estimating and bidding process for all Projects awarded to E & T.
Complete inspections done on all projects/properties-residential and commercial.
Handle new construction of residential & commercial projects/properties, as well as restorations/remodeling of existing properties. **My contract work includes: masonry(all types); electrical; plumbing; insulation; air conditioning; foundation; roofing; wiring; carpentry; landscaping; etc.**

- 1967-1971 **Foreman, Werner Spitz Co., Rochester, New York**
Duties included Brick Mason; laborer and promoted to foreman-overseeing the completion of various building projects in the City of New York.

Here are a few of the projects I have completed:

- 2017 **Forest Creek HOA (Masonry Fencing Project)**
- 2017 **Various Masonry -AISD Projects**
- 2017 **Austin Waterwaste Treatment Plant Project**
- 2015 - 2016 **Austin ISD Projects**
- 2014 **BHR Garver (5th Street Rehabilitation)-Masonry**
- 2013 **(Last 15+ years-several University of Texas Projects)**
- 2013 **P S Property Management (Fencing wood & masonry) City of Round Rock**
- 2013 - 2015 **ABIA East Terminal Improvements**
- 2012 **Rhabb Park (City of Round Rock)**
- 2012 **BJ Restaurants (several in Central Texas(Terra Nova Industries)**
- 2011 **Wells Branch Elementary School Renovation-Masonry Work**
- 2011 **Pike Energy – Concrete; lawn care. Etc.**
- 2011 **ASD Consultants Inc- Masonry work for City of Austin Fire Sub Stations**
- 2010 **ASD Consultants Inc- Masonry work for City of Austin Fire Sub Stations**
- 2009 **Residential Home of Ralph & Sharon Brewer(various remodeling & carpentry)**
- 2009 **Residential home of Falons (Brick & structural repair)**

2009-08 Residential home of **Exhibit "A"** ~~Duskoff & Williams~~ (Total home renovation-plumbing; electrical wiring; etc)

PROJECT REFERENCES CON'T:

- 2009 LBJ Library Renovation - masonry work
- 2008 Various Remodeling & Maintenance Jobs
- 2008 Various Residential Roofing Jobs
- 2008-2007 Texas University Renovation-Garrison Hall
- 2006 Renovations/Restoration for Residential Historical District for the City of Austin
- 2006 Lott Park Project for MAC Construction
- 2005-04 Girls Scouts of America USA
- 1999-2001 The Lakeway Inn Hotel & Convention Center (site work & etc)
- 1999 Austin Bergstrom Airport Main Terminal City of Austin (masonry work)
- 1999 Red Rock School, Red Rock, Texas (masonry work)
- 1993 Renovation at President Johnson Boyhood Home & Library
- 1991-1990 Austin Convention Center- All of the masonry work

REFERENCES:

Hensel Phelps
Joshua Barth
Austin, TX 78719
512-530-6450

Warden Construction
Sherri Snowden

Rick Zilem
P S Properties Management Co. Inc
3705 Pine Vista
Pflugerville, TX 78660
512-251-6188

Chad Stewart
Pike Energy
512-369-1697

Spaw Glass Contractors
Kevin Cousin
1111 Smith Rd.
Austin, TX
512-719-5251

MAC Construction
Brad Bechtol
512-350-3767

Raymond Estock
Century Business
Liberty Hill, TX
512-515-0829

Carl Daywood Realtor
600 Sabine
Austin, TX 78701
512-474-8845

Parshall & Associates Architect
Ruth Parshall
916 W 3rd St.
Austin, TX 78703
512-477-1696

Austin Convention Center
Joe Guerro
500 E. Cesar Chavez
Austin, TX 78701
512-404-4000

Exhibit "A"

Ralph & Sharon Brewer
2703 Emerald Hill Dr
Round Rock, TX

Gilbert Bolding

Project Manager

STR Constructors, Ltd.

(512) 515 - 0254

Mike Psencik

Matous Construction

THE STATE OF TEXAS
Exhibit "A"

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Austin (COA), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. Provided that your company continues to remain certified with the COA, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

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

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

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

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1160985876300
File/Vendor Number:	10200
Approval Date:	13-MAR-2018
Scheduled Expiration Date:	13-MAR-2021

In accordance with the Memorandum of Agreement between the
City of Austin (COA)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

E & T MASONRY CONSTRUCTION & REMODELING C

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 16-MAR-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COA's program, you must immediately (within 30 days of such changes) notify the COA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

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



CITY OF ROUND ROCK
INVITATION FOR BID
FOR
MASONRY SERVICES
SOLICITATION NO. IFB - 18-008

IFB No. 18-008

Addendum No. 2

Date: April 18, 2018

Addendum No. 2, dated April 18, 2018, is being issued to extend the bid opening date for IFB No. 18-008 – Masonry Services as outlined below:

CHANGE BID OPENING DATE FROM: APRIL 18, 2018 @ 3:00 P.M.

CHANGE BID OPENING DATE TO: APRIL 25, 2018 @ 3:00 P.M.

Approved by: Michael Schurwon
Michael Schurwon, CTPM, CPPB
Purchaser

Date: 04-18-18

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

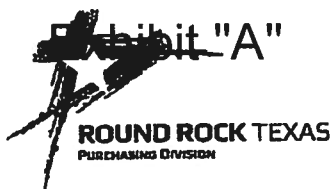
ACKNOWLEDGED

[Signature]
Vendor

[Signature]
Authorized Signature

4-23-18
Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



**CITY OF ROUND ROCK
INVITATION FOR BID
IFB NO. 18-008
MASONRY SERVICES**

IFB No. 18-008

Addendum No. 1

Date: March 29, 2018

Addendum No. 1, dated Thursday, March 29, 2018, is being issued to make the following correction regarding the pre-bid meeting for IFB No. 18-008 – Masonry Services, as outlined below:

The following change to Section 7. Pre-Bid Meeting statement is hereby being changed from "Mandatory" to read "Optional" as outlined below:

CHANGE FROM: Section 7. PRE-BID MEETING: A pre-bid meeting will be conducted to fully acquaint Respondents with the specifications and bid submittal requirements. The pre-bid meeting will be conducted on the date specified in PART I Section 4-Schedule of Events.

- 7.1 Attendance at the pre-bid meeting is "**MANDATORY**" Respondents shall sign-in at the pre-bid meeting to document their attendance.
- 7.2 **City of Round Rock
City Hall Council Chambers, 1st Floor
221 East Main ST
Round Rock, Texas 78664**
- 7.3 Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting.

CHANGE TO: Section 7. PRE-BID MEETING: A pre-bid meeting will be conducted to fully acquaint Respondents with the specifications and bid submittal requirements. The pre-bid meeting will be conducted on the date specified in PART I Section 4-Schedule of Events.

- 7.1 Attendance at the pre-bid meeting is "**OPTIONAL**" Respondents shall sign-in at the pre-bid meeting to document their attendance.
- 7.2 **City of Round Rock
City Hall Council Chambers, 1st Floor
221 East Main ST
Round Rock, Texas 78664**
- 7.3 Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting.

Exhibit "A"

**CITY OF ROUND ROCK
INVITATION FOR BID
IFB NO. 18-008
MASONRY SERVICES**

IFB No. 18-008

Addendum No. 1

Date: March 29, 2018

Approved by: Michael Schurwon

Date: 03/29/18

Michael Schurwon, CPPB, CTPM
Purchaser

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

[Signature]
Vendor

[Signature]
Authorized Signature

4-23-18
Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.