

**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
GLAZING AND STOREFRONT WINDOW REPLACEMENT  
AT THE WATER TREATMENT PLANT  
WITH  
ANCHOR-VENTANA GLASS**

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

THAT THIS AGREEMENT for glazing and storefront window replacement at the Water Treatment Plant, 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 \_\_\_\_\_, 2023 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and ANCHOR-VENTANA GLASS, with offices at 1609 Chisholm Trail #100, Round Rock, Texas 78681 (referred to herein as the "Services Provider").

**RECITALS:**

WHEREAS, City desires to purchase glazing and storefront window replacement at the Water Treatment Plant; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the bid submitted by Services Provider; and

WHEREAS, City desires to procure same from Services Provider; 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 sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

**1.01 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 22-024 dated August 2022 ("IFB"); (b) Services Provider'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) Services Provider'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.

### **2.01 EFFECTIVE DATE AND TERM**

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

B. This Agreement shall complete upon successful completion of the services set forth herein.

C. 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 Services Provider to supply the services as outlined in the IFB; and Response to IFB submitted by Services Provider, 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 Services Provider 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 ITEMS AWARDED AND SCOPE OF WORK**

**Items Awarded.** All bid items in Exhibit "A" are awarded to Services Provider.

**Scope of Work:** For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 22-024 dated August 2022). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

#### **5.01 COSTS**

The costs for the services set forth herein shall not exceed **Two Hundred Twenty-Nine Thousand Two Hundred Fifty and No/100 Dollars (\$229,250.00)** and shall be calculated as set forth in "Attachment A: Bid Sheet," of Exhibit "A."

#### **6.01 INVOICES**

On or before the 25<sup>th</sup> of each month, Services Provider shall email to City an application for payment for the work performed. No retainage shall be withheld.

#### **7.01 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 City's bid, with the consent and agreement of the successful Services Provider

and City. Such agreement shall be conclusively inferred for the services from lack of exception to this clause in the Services Provider's response. However, all parties hereby expressly agree that City is not an agent of, partner to, or representative of those outside agencies or entities and that City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

#### **8.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider 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); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider 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

#### **9.01 GRATUITIES AND BRIBES**

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

#### **10.01 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

### **11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS**

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

### **12.01 INSURANCE**

Services Provider shall meet all insurance requirements as stated in the attached IFB 22-024, Part II, attached hereto as a part of Exhibit "A."

### **13.01 CITY'S REPRESENTATIVE**

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

Chad McDowell  
Director, General Services Department  
212 Commerce Blvd.  
Round Rock, Texas 78664  
(512) 341-3191  
[cmcdowell@roundrocktexas.gov](mailto:cmcdowell@roundrocktexas.gov)

### **14.01 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.

### **15.01 DEFAULT**

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider 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.

Services Provider 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 under this Agreement;

- 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.

#### **16.01 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 Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

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 Services Provider, Services Provider shall discontinue all services in connection with the 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 notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

#### **17.01 INDEMNIFICATION**

Services Provider 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 Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider'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 Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

## **18.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES**

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, 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 the contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

C. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

## **19.01 ASSIGNMENT AND DELEGATION**

The parties each 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.

## **20.01 NOTICES**

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

1. When delivered personally to the recipient's address as stated in this Agreement;  
or
2. 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 Services Provider:**

Anchor-Ventana Glass  
1609 Chisholm Trail #100  
Round Rock, TX 78681

**Notice to City:**

Laurie Hadley, City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO:

Stephanie L. Sandre, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

**21.01 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.

**22.01 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Services Provider 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.

**23.01 DISPUTE RESOLUTION**

City and Services Provider 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.

**24.01 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 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 void.

## **25.01 MISCELLANEOUS PROVISIONS**

**Standard of Care.** Services Provider 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.** Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider 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 Services Provider'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 Services Provider 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.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**Anchor-Ventana Glass**

By:  \_\_\_\_\_  
Printed Name: DENNIS BEWANS  
Title: COO  
Date Signed: 2/24/23

Exhibit "A"



**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**INVITATION FOR BID (IFB)**

**GLAZING AND STOREFRONT WINDOW  
REPLACEMENT AT WATER TREATMENT PLANT**

**SOLICITATION NUMBER 22-024**

**AUGUST 2022**

**Exhibit "A"**

**GLAZING AND STOREFRONT WINDOW REPLACEMENT AT WATER TREATMENT PLANT  
 PART I  
 GENERAL REQUIREMENTS**

- PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in glazing and storefront removal and installation. The City's water treatment plant (WTP), Phase 3 and 4 buildings, require complete replacement of all windows and storefront glass.
- SOLICITATION PACKET:** This solicitation packet is comprised of the following-

<b>Description</b>	<b>Index</b>
Part I – General Requirements	Page(s) 2-6
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 7
Part III – Supplemental Terms and Conditions	Page(s) 8-9
Part IV – Scope of Work	Page(s) 10-11
Attachment A – Bid Sheet	Page 12
Attachment B – Cost Summary	Separate Attachment provided by Respondent
Attachment C – Reference Sheet	Page 13
Attachment D – Prevailing Wage Rates	Separate Attachment
Attachment E – Phase 3 Door and Window Schedules	Separate Attachment
Attachment F – Phase 3 Elevations	Separate Attachment
Attachment G – Phase 4 Door and Window Schedules	Separate Attachment
Attachment H – Phase 4 Elevations	Separate Attachment

- AUTHORIZED PURCHASING CONTACT(S):** For questions or clarification of specifications, you may contact:

**Allen Reich**  
 Purchaser  
 Purchasing Division  
 City of Round Rock  
 Phone: 512-218-6682  
 E-mail: [areich@roundrocktexas.gov](mailto:areich@roundrocktexas.gov)

**Adam Gagnon**  
 Purchaser  
 Purchasing Division  
 City of Round Rock  
 Phone: 512-218-5456  
 E-mail: [agagnon@roundrocktexas.gov](mailto:agagnon@roundrocktexas.gov)

The individual(s) listed above is/are the only authorized City contact(s) for this solicitation. The authorized purchasing contact(s) may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. 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.

**Exhibit "A"**

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

EVENT	DATE
Solicitation released	August 19, 2022
Optional Pre-Bid meeting / site visit	August 24, 2022 @ 10:00AM, CST
Deadline for submission of questions	August 29, 2022 @ 5:00 PM, CST
City responses to questions or addendums	Approximately August 31, 2022 @ 5:00 PM, CST
<b>Deadline for submission of responses</b>	<b>September 16, 2022 @ 3:00 PM, CST</b>

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 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:  
<https://www.roundrocktexas.gov/city-businesses/solicitations/>

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:  
<https://www.roundrocktexas.gov/city-businesses/solicitations/>

- 5. SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> 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.
- 6. OPTIONAL PRE-BID MEETING / SITE VISIT AND INSPECTION:** A pre-bid meeting / site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-bid meeting / site visit will be conducted on the date specified in PART I Section 4 – Schedule of Events.
- A. Attendance at the pre-bid meeting / site visit is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance. Immediately following the pre-bid meeting, a site visit tour will be conducted to enable Respondents to determine labor, equipment, supplies and materials necessary to perform the services specified herein. Respondents shall sign-in at each site of the tour to document their attendance. The pre-bid meeting and site visit tour shall begin at:  
**Water Treatment Plant  
 5200 North Interstate Hwy 35  
 Round Rock, Texas 78665**
  - B. Respondents will be responsible for their own transportation for the site visit tour.
  - C. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting / site visit.
  - D. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections.
- 7. 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  
 Attn: Allen Reich  
 Purchasing Department  
 221 E. Main Street  
 Round Rock, Texas 78664-5299**

## Exhibit "A"

- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date, and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- G. Late responses will not be considered and will be returned unopened if a return address is provided.

8. **RESPONDENT 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. Respondents are to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and one identical-to-the-original electronic copy of the IFB response on a flash drive. An electronic signature on the "original" solicitation response is acceptable but any resulting contract shall be signed in ink. The submittal is required to include all addendums and requested attachments. The bid response along with 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, addendums and the attachments identified below shall be submitted with your proposal.**

- Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.
- Attachment A: BID SHEET-** The bid response shall be submitted on the 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: COST SUMMARY-** Provide an itemized summary of the total project cost. The summary shall include but not limited to materials, rental equipment, labor, and inspections.
- Attachment C: 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.
- CERTIFICATIONS:** Include certifications of installers assigned to the project who are certified under the National Glass Association's Certified Glass Installer Program and/or the North American Contractor Certification (NACC) Program.

9. **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:

- A. Purchase price.
- B. Reputation of Respondent and of Respondent's goods and services.

## Exhibit "A"

- C. Quality of the Respondent's goods and services.
- D. The extent to which the goods and services meet the City's needs.
- E. Respondent's past performance with the City.
- F. The total long-term cost to the City to acquire the Respondent's goods or services.
- G. Any relevant criteria specifically listed in the solicitation.
- H. If the solicitation is evaluated with points, the respondent must earn a minimum of 15 points on criteria not related to cost in order to be considered for contract award.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing.

10. **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
  - A. 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.
  - B. 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.
11. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
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 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
13. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation, or any future bid.
14. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at [protest@roundrocktexas.gov](mailto:protest@roundrocktexas.gov).  
In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

## Exhibit "A"

- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
  - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
  - iii. You must submit your protest in writing and must include the following information:
    - a. your name, address, telephone number, and email address.
    - b. the solicitation number.
    - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
    - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
    - e. a statement of any issues of law or fact that you contend must be resolved; and
    - f. a statement of the argument and authority that you offer in support of your protest.
  - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
  - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
  - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
  - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
  - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

## Exhibit "A"

### PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and 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. These can be obtained from the City's website at:  
<https://www.roundrocktexas.gov/city-departments/purchasing/>.

In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.

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/city-departments/purchasing/>

Exhibit "A"

PART III  
SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The term of the Agreement shall begin from date of award and shall remain in full force until inspection and acceptance of the completed project by the City.
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:
  - A. Be firms, corporations, individuals, or partnerships normally engaged in providing glass, glazing, and storefront window services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. 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.
  - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
  - D. Be certified under the National Glass Association's Certified Glass Installer Program and/or the North American Contractor Certification (NACC) Program.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services.
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 Rates are posted in Solicitation Documents for IFB 22-024 Glazing and Storefront Window Replacement at Water Treatment Plant on the City of Round Rock website at: <https://www.roundrocktexas.gov/city-businesses/solicitations/>
5. **SAFETY:** 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. The Respondent shall:
  - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
  - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
  - C. 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 Respondents' obligations under this paragraph.
6. **WORKFORCE:** Successful Respondent shall:
  - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.

Exhibit "A"

- B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
  - C. 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.
7. **PRICING:** The Respondent 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.
  8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondent(s) performance at any time during the contract term.
  9. **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.
  10. **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.
  11. **PERMITS:** Existing structural and water damage is beyond the scope of the Agreement and will be repaired by others.
  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. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.
  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:
    - A. Provide City contact(s) information for implementation of agreement.
    - B. Identify specific milestones, goals, and strategies to meet objectives.
  14. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
    - A. **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.
    - B. The City's designated representative:  
**Dustin Harrison**  
**Superintendent, Building Construction**  
**General Services**  
**Phone: 512-218-7009**  
**E-mail: [dharrison@roundrocktexas.gov](mailto:dharrison@roundrocktexas.gov)**

**Exhibit "A"**  
**PART IV**  
**SCOPE OF WORK**

1. **INTRODUCTION:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in glazing and storefront window removal and installation. The City's water treatment plant, Phase 3 and 4 buildings, require complete replacement of all windows and storefront windows.
2. **GLAZING AND STOREFRONT WINDOWS:**
  - A. Contractor shall provide all labor, supplies, equipment, and materials required to satisfactorily remove and reinstall all glazing and storefront.
  - B. Storefront will include removal and replacement of doors and hardware.
  - C. All materials shall be in new and unused condition unless otherwise agreed upon by the City.
  - D. A list of materials and manufacturers shall be provided to the City POC for approval prior to any work being performed.
  - E. All materials and installations shall be in accordance with **Attachment E – Phase 3 Door and Window Schedules, Attachment F – Phase 3 Elevations, Attachment G – Phase 4 Door and Window Schedules, and Attachment H – Phase 4 Elevations.**
  - F. All glass shall be tinted or transitional with Ultraviolet (UV) blocking capabilities preferred.
  - G. All waterproofing must be removed and reinstalled.
  - H. A water test shall be performed on all windows and storefront at the completion of the project with a City representative present. If there are any failures, the contractor shall be responsible for immediate repairs.
3. **SERVICE REQUIREMENTS:**
  - A. Services shall be performed at the following location:  
**Water Treatment Plant (Phase 3 and Phase 4)**  
**5200 N IH 35**  
**Round Rock, Texas 78665**
  - B. The Contractor shall be responsible for all inspections and permits that may be required for the completion of this project.
  - C. Services shall be performed during normal business hours 7:00AM – 5:00PM unless otherwise agreed upon by the City POC.
  - D. Successful Respondent shall provide at minimum 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.
4. **DELIVERABLES/MILESTONES:** Each Phase will be considered complete once inspected and approved by the City's POC. The City may consider milestone progress payments throughout the project.
5. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-
  - A. Provide the City with a designated point of contact (POC) and/or crew leader that will be available for the duration of the project. If a change must be made to the POC during the project, the City shall be notified immediately and provided an alternative POC.
  - B. Have installers assigned to the project who are certified under the National Glass Association's Certified Glass Installer Program and/or the North American Contractor Certification (NACC) Program. **A copy of the certifications must be included in your submittal.**
  - C. Schedule all work with the City POC to ensure that the plant is always fully operational.
  - D. Make all arrangements for delivery, unloading, receiving, and storing of all materials, supplies, and equipment needed to complete the project.
  - E. During the progress of the work and daily, the Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work.

Exhibit "A"

- F. Remove and dispose of all discarded materials after the project is completed and return the Water Treatment Plant to its original condition not specifically designated for alteration by the work set forth in this RFP.
  - G. Promptly repair any damage to the Water Treatment Plant or facilities resulting from the performance of this scope of work at no cost to the City.
  - H. Coordinate with the City security contractor to ensure that access scanners on storefront doors are functioning properly after reinstallation.
6. **CITY RESPONSIBILITIES:** The City will-
- A. Provide the Contractor with a complete and accurate project overview.
  - B. Coordinate scheduling with the Contractor.
  - C. Ensure work area is reasonably free of safety hazards.
  - D. Provide access to locations where services are required.
  - E. Provide local vehicle parking and access to the work areas. If suitable parking cannot be furnished by the City, the Contractor shall arrange for off-site parking and transportation to/from the work site.
  - F. Provide reasonable access to power and water utilities as needed to complete the project.
  - G. Inspect work performed to ensure compliance with the scope of work.

Exhibit "A"

ATTACHMENTS A AND B  
BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 22-024 Glazing and Storefront Window Replacement at Water Treatment Plant in an Excel format on the City of Round Rock website at: <https://www.roundrocktexas.gov/city-businesses/solicitations/>
  - A. 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.
  - B. 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.
  - C. 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://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>
  - D. 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.
  - E. The Respondent agrees, if this Offer is accepted within ~~120~~<sup>30</sup> calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.
  
2. **ATTACHMENT B – COST SUMMARY:** Provide a separate, itemized summary of the total project cost. The summary shall include but not be limited to materials, labor, rental equipment, and inspections.

The Respondent 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.

PHASE 3

MATERIALS - \$65,683  
LABOR - \$43,237  
RENTAL EQUIPMENT - \$10,800  
TEST - \$5,000  
TRAVEL - \$8,000  

---

TOTAL = \$132,720

PHASE 4

MATERIALS - \$50,092  
LABOR - \$27,438  
RENTAL EQUIPMENT - \$9,000  
TEST - \$5,000  
TRAVEL - \$5,000  

---

TOTAL = \$96,530

**Exhibit "A"**  
**Attachment A- Bid Sheet**  
**Glazing and Storefront Window Replacement at Water Treatment Plant**  
**IFB 22-024**

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 22-024 Glazing and Storefront Window Replacement at Water Treatment Plant. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, addendums, and all documents incorporated by reference, and agrees to be bound by the terms therein.

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. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

No.	Description	Total
1	Complete glazing and storefront replacement for Phase 3 building	\$132,720
2	Complete glazing and storefront replacement for Phase 4 building	\$96,530
<b>Project Total:</b>		<b>\$229,250</b>

COMPANY NAME:

Anchor Ventana Glass

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME:

Jonathan Tuck

PHONE NUMBER:

512-298-3335

EMAIL ADDRESS:

jtuck@ventanaman.com

Exhibit "A"



(512) 388-9400  
FAX 388-5311

P.O. BOX 191  
ROUND ROCK, TX 78680  
e-mail: jtuck@VentanaMan.com

Date: 9/23/2022  
Job Name: Water Treatment Plant (Phase 3)  
Location: Round Rock, Texas  
General Contractor: City of Round Rock  
Phone:

Fax:

SCOPE OF WORK BID: X 8410 ALUMINUM ENTRANCES AND STOREFRONTS  
X 8900 CURTAIN WALL  
X 8800 GLASS AND GLAZING  
8520 ALUMINUM WINDOWS

ITEMS INCLUDED / EXCLUDED

INC	EXC	
	X	ADDENDA
X		MATERIALS
X		LABOR - TO OCCUR BETWEEN 8:00 AM & 5:00 PM - MON. - FRI., U.N.O.
	X	CLEANING
	X	PROTECTION
	X	SILL FLASHING
	X	BREAK METAL
	X	WOOD BLOCKING AT: HEAD, SILL, AND JAMBS
X		PERIMETER SEALANTS AT EXTERIOR (INTERIOR BY OTHERS)
X		DEMOLITION
	X	INSURANCE WHICH EXCEEDS OUR NORMAL POLICY
	X	BONDING
	X	TESTING AND MOCK UP
	X	LEED CERTIFIED
	X	MIRRORS OR INSTALLATION: Installed w/"J" Channel & Clips
X		WARRANTY: 2 years on finish, unless otherwise stated.
	X	Tax

ALTERNATES:

QUALIFICATIONS:

Remove and replace approx. 1,146 sqft of existing aluminum storefront frame and glass for same in exterior openings. Frames will be fabricated from 2" x 4.5", center set, thermally-improved, open for 1" infull. Bid include one (1) wide stile door with standard panic hardware. Finish to be dark bronze anodized. All exterior glass to be 1" Greylite Solarban 70 insul, tempered where required. Exclude any alum and glass replace at east, north, and west elevation, fire-rated glass, impact resistant system, interior work, and anything not mentioned above. Standard water test (nozzle spray) will be done by Anchor Ventana (1x). NOTE: Waterproofing to be provided and installed by others.

TOTAL: Base Bid: 132,720.00  
Tax:  
  
Total Bid: 132,720.00

NOTE: THIS PROPOSAL WILL BE HONORED FOR 30 DAYS AND IS VALID ONLY WITH A MUTUALLY AGREED UPON CONTRACT

Jonathan Tuck

Commercial Estimator

GUARANTEE AGREEMENT

I agree to unconditionally guarantee payment of all charges for merchandise, rental, damage or labor accrued under this agreement. I understand and agree that any credit charges billed to my firm under this agreement are due net 10th of each month following the month of purchase. All accounts and monies due ANCHOR - VENTANA GLASS shall be due and payable at the place of business of ANCHOR - VENTANA GLASS. I agree that all past due accounts, notes of judgements will automatically draw interest at the highest rate allowed by law, and agree, in the event of default, to pay all attorneys fees and collection costs. The foregoing credit information is submitted to hereby authorize them to provide you with any information they have available concerning my credit standing, financial responsibility or business character.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
OWNER or OFFICER WITH FIRM: \_\_\_\_\_

Exhibit "A"



(512) 388-9400  
FAX 388-5311

P.O. BOX 191  
ROUND ROCK, TX 78680  
e-mail: jtuck@VentanaMan.com

Date: 9/23/2022  
Job Name: Water Treatment Plant (Phase 4)  
Location: Round Rock, Texas  
General Contractor: City of Round Rock  
Phone:

Fax:

SCOPE OF WORK BID: X 8410 ALUMINUM ENTRANCES AND STOREFRONTS  
X 8900 CURTAIN WALL  
X 8800 GLASS AND GLAZING  
8520 ALUMINUM WINDOWS

ITEMS INCLUDED / EXCLUDED

INC	EXC	
	X	ADDENDA
X		MATERIALS
X		LABOR - TO OCCUR BETWEEN 8:00 AM & 5:00 PM - MON. - FRI., U.N.O.
	X	CLEANING
	X	PROTECTION
	X	SILL FLASHING
	X	BREAK METAL
	X	WOOD BLOCKING AT: HEAD, SILL, AND JAMBS
X		PERIMETER SEALANTS AT EXTERIOR (INTERIOR BY OTHERS)
X		DEMOLITION
	X	INSURANCE WHICH EXCEEDS OUR NORMAL POLICY
	X	BONDING
	X	TESTING AND MOCK UP
	X	LEED CERTIFIED
	X	MIRRORS OR INSTALLATION: Installed w/"J" Channel & Clips
X		WARRANTY: 2 years on finish, unless otherwise stated.
	X	Tax

ALTERNATES:

QUALIFICATIONS:

Remove and replace approx. 750 sqft of existing aluminum storefront frame and glass for same in exterior openings. Frames will be fabricated from 2" x 4.5", center set, thermally-improved, open for 1" infull. Bid include two (2) single wide stile doors with standard panic hardware. Finish to be dark bronze anodized. All exterior glass to be 1" Greylite Solarban 70 insul, tempered where required. Exclude any alum and glass replace at east, north, and west elevation, fire-rated glass, impact resistant system, interior work, and anything not mentioned above. Standard water test (nozzle sprayer) will be done by Anchor Ventana. Waterproofing will be provided and installed by others.

TOTAL: Base Bid: 96,530.00  
Tax:  
  
Total Bid: 96,530.00

NOTE: THIS PROPOSAL WILL BE HONORED FOR 30 DAYS AND IS VALID ONLY WITH A MUTUALLY AGREED UPON CONTRACT

Jonathan Tuck

Commercial Estimator

GUARANTEE AGREEMENT

I agree to unconditionally guarantee payment of all charges for merchandise, rental, damage or labor accrued under this agreement. I understand and agree that any credit charges billed to my firm under this agreement are due net 10th of each month following the month of purchase. All accounts and monies due ANCHOR - VENTANA GLASS shall be due and payable at the place of business of ANCHOR - VENTANA GLASS. I agree that all past due accounts, notes of judgements will automatically draw interest at the highest rate allowed by law, and agree, in the event of default, to pay all attorneys fees and collection costs. The foregoing credit information is submitted to hereby authorize them to provide you with any information they have available concerning my credit standing, financial responsibility or business character.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
OWNER or OFFICER WITH FIRM: \_\_\_\_\_

# Exhibit "A"

City of Round Rock  
Glazing and Storefront Window Replacement at Water Treatment Plant  
IFB 22-024  
Class/Item: 914-47  
August 2022

## ATTACHMENT C REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 22-024

RESPONDENT'S NAME: JONATHAN TUCK DATE: 9/23/2022

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 FIRE STATION #5  
Name of Contact DAMON PFALTZGRAFF  
Title of Contact PM  
E-Mail Address D.PFALTZGRAFF@BRAUN-BUTLER.COM  
Present Address 1541 PFLUGERVILLE LOOP  
City, State, Zip Code PFLUGERVILLE  
Telephone Number (512) 470-3395 Fax Number: ( )
  
2. Company's Name HIGHLAND COA PDC  
Name of Contact JOHN KOOLSTRA  
Title of Contact P.M.  
E-Mail Address JOHN.KOOLSTRA@RYAN COMPANIES.COM  
Present Address 6310 WILHELMIA DELCO DR  
City, State, Zip Code AUSTIN TX 78752  
Telephone Number (612) 492-4738 Fax Number: ( )
  
3. Company's Name BURNET POLICE HQ  
Name of Contact TYLER MAY  
Title of Contact PM  
E-Mail Address TMAY@AMERICAN CONSTRUCTORS.COM  
Present Address 2000 S WATER ST.  
City, State, Zip Code BURNET TX 78611  
Telephone Number (512) 799-5888 Fax Number: ( )

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

2016 ANNUAL TEXAS WORKFORCE COMMISSION WAGE RATES

Computer, Automated Teller & Office Machinery Repairers	Hourly	\$10.93
Radio Mechanics	Hourly	\$14.11
Telecommunications Equipment Installers and Repair	Hourly	\$15.62
Electric Motor, Power Tool, and Related Repairs	Hourly	\$13.76
Electrical and Electronics Repairers, Commercial and Residential	Hourly	\$16.12
Electrical and Electronic Repairers, Powerhouse Substation, and Relay	Hourly	\$22.18
Electronic Equipment Installers and Repairers, Motor Vehicles	Hourly	\$13.30
Security and Fire Alarm Systems Installers	Hourly	\$17.79
Aircraft Mechanic and Service Technicians	Hourly	\$21.97
Automotive Body and Related Repairs	Hourly	\$15.89
Automotive Glass Installers and Repairers	Hourly	\$14.29
Automotive Service Technicians and Mechanics	Hourly	\$13.38
Bus & Truck Mechanics & Diesel Engine Specialists	Hourly	\$15.61
Farm Equipment Mechanics	Hourly	\$11.52
Mobile Heavy Equipment, Except Engines	Hourly	\$14.84
Motorboat Mechanics	Hourly	\$13.38
Motorcycle Mechanics	Hourly	\$10.79
Outdoor Power Equipment & Other Small Engine Mechanics	Hourly	\$10.31
Recreational Vehicle Service Technicians	Hourly	\$12.75
Tire Repairers and Changers	Hourly	\$10.45
Control and Valve Installers and Repairers, Except Mechanical Door	Hourly	\$14.82
Heating, Air Conditioning and Refrigeration Mechanics and Installers	Hourly	\$16.15
Home Appliance	Hourly	\$13.04
Industrial Machinery Mechanics	Hourly	\$15.74
Maintenance Workers, Machinery	Hourly	\$15.31
Millwrights	Hourly	\$15.79
Electrical Power-Line Installers and Repairers	Hourly	\$15.94
Telecommunications Line Installers and Repairers	Hourly	\$13.68
Medical Equipment Repairers	Hourly	\$19.05
Precision Instrument Repairers, Other	Hourly	\$14.40
Maintenance and Repair Workers, General	Hourly	\$11.42
Coin, Vending, and Amusement Machine Servicers and Repairers	Hourly	\$10.00
Locksmiths and Safe Repairers	Hourly	\$12.93
Helpers – Installation, Maintenance, and Repair Workers	Hourly	\$8.30
Installation, Maintenance & Repair Workers, Other	Hourly	\$10.61
Production Occupations	Hourly	\$10.43
First Line Supervisors of Production and Operating Workers	Hourly	\$19.08
Electrical and Electronic Equipment Assemblers	Hourly	\$11.81
Electromechanical Equipment Assemblers	Hourly	\$15.04
Structural Metal Fabricators and Fitters	Hourly	\$14.88
Team Assemblers	Hourly	\$9.19
Timing Device Assemblers, Adjusters & Calibrators	Hourly	\$16.33

Exhibit "A"

ATTACHMENT C- PREVAILING WAGE

2016 ANNUAL TEXAS WORKFORCE COMMISSION WAGE RATES

Assemblies and Fabricators, All Other	Hourly	\$10.10
Computer Controlled Machine Tool operators, Metal and Plastic	Hourly	\$12.70
Numerical Tool and Process Control Programmers	Hourly	\$20.26
Extruding and Drawing Machine Setters	Hourly	\$12.14
Cutting, Punching, and Press Machine Setters, Operators	Hourly	\$10.91
Grinding, Lapping, Polishing and Buffing Machine	Hourly	\$10.58
Lathe and Turning Machine Tool Setters, Operators	Hourly	\$13.47
Machinists	Hourly	\$14.96

Exhibit "A"

**ATTACHMENT D- PREVAILING WAGE**

**2016 ANNUAL TEXAS WORKFORCE COMMISSION WAGE**

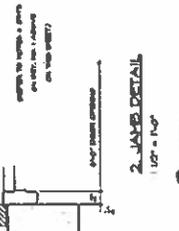
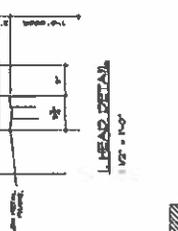
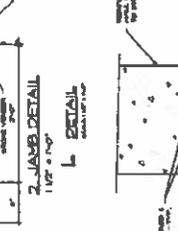
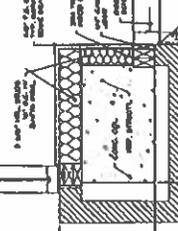
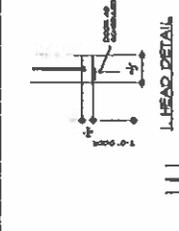
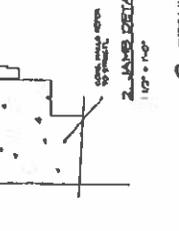
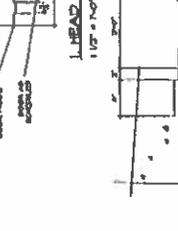
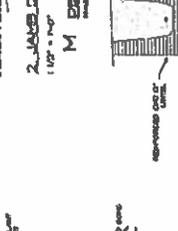
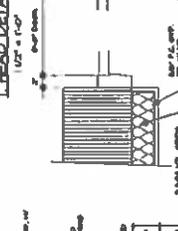
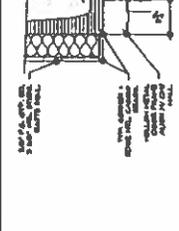
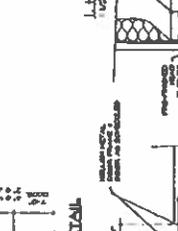
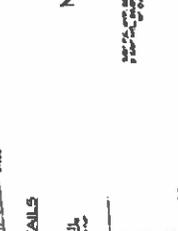
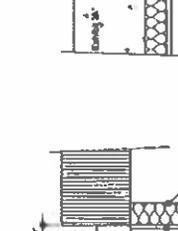
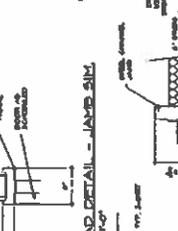
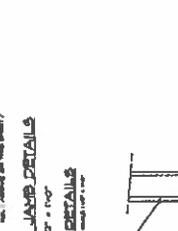
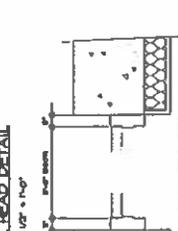
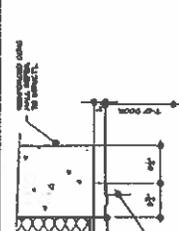
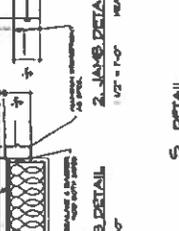
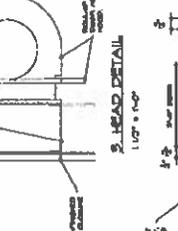
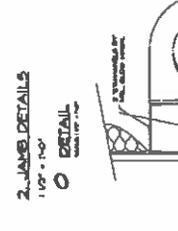
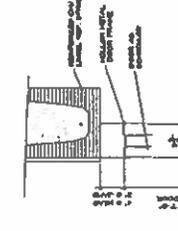
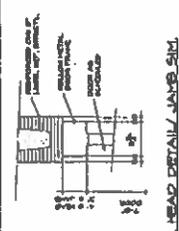
**RATES**

Construction and Extraction Occupations	Hourly	\$12.32
First-Line Supervisors of Construction Trades and Extraction Workers	Hourly	\$18.79
Brickmasons and Blockmasons	Hourly	\$20.94
Carpenters	Hourly	\$13.28
Floor Layers, Except Carpet, Wood, and Hard Tile	Hourly	\$12.00
Tile and Marble Setters	Hourly	\$12.20
Cement Masons and Concrete Finishers	Hourly	\$12.92
Construction Laborers	Hourly	\$10.81
Paving, Surfacing, & Tamping Equipment Operators	Hourly	\$12.41
Pile-Driver Operators	Hourly	\$14.65
Operating Engineers and Other Construction Equipment	Hourly	\$13.80
Drywall and Ceiling Tile Installers	Hourly	\$14.28
Electricians	Hourly	\$15.80
Glaziers	Hourly	\$13.08
Insulation Workers, Floor, Ceiling, and Wall	Hourly	\$13.29
Insulation Workers, Mechanical	Hourly	\$14.52
Painters, Construction and Maintenance	Hourly	\$12.25
Pipelayers	Hourly	\$13.19
Plumbers, Pipefitters, and Steamfitters	Hourly	\$14.46
Reinforcing Iron and Rebar Workers	Hourly	\$13.87
Roofers	Hourly	\$12.38
Sheet Metal Workers	Hourly	\$13.25
Structural Iron and Steel Workers	Hourly	\$14.75
Helpers – Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters	Hourly	\$12.36
Helpers – Carpenters	Hourly	\$8.17
Helpers – Electricians	Hourly	\$8.78
Helpers – Pipelayers, Plumbers, Pipefitters, and Steamfitters	Hourly	\$10.04
Helpers – Construction Trades, All Other	Hourly	\$10.34
Construction and Building Inspectors	Hourly	\$19.15
Fence Erectors	Hourly	\$12.17
Hazardous Materials Removal Workers	Hourly	\$12.98
Highway Maintenance Workers	Hourly	\$13.44
Septic Tank Servicers and Sewer Pipe Cleaners	Hourly	\$12.05
Construction and Related Works, All Others	Hourly	\$13.34
Derrick Operators, Oil and Gas	Hourly	\$10.38
Service Unit Operators, Oil, Gas and Mining	Hourly	\$13.22
Earth Drillers, Except Oil and Gas	Hourly	\$16.45
Rock Splitters, Quarry	Hourly	\$10.65
Roustabouts, Oil and Gas	Hourly	\$11.69
Installation, Maintenance, and Repair Occupations	Hourly	\$12.59
First-Line Supervisors of Mechanics, Installers, and Repairers	Hourly	\$19.61



**GLAZING LEGEND**  
 TYPICAL FOR ALL STOREFRONT  
 DOORS AND WINDOW TYPES

- 1 - 1/2" THICK INSULATED SAFETY GLASS - CLEAR TINT
- 2 - 1/2" THICK INSULATED SAFETY GLASS - CLEAR TINT
- 3 - 1/2" THICK INSULATED SAFETY GLASS - CLEAR TINT
- 4 - 1/2" THICK INSULATED SAFETY GLASS - CLEAR TINT



**RECORD DRAWING**  
 COMMERCIAL BUILDING INC.



**NORMAN S. MORRIS & ASSOCIATES, ARCHITECTS, INC.**  
 1700 MARSHALLS BLVD. SUITE 200, FORT WORTH, TEXAS 76104  
 TEL: 817-339-1111 FAX: 817-339-1112

PROJECT NO.	0011-2
DATE	01/15/00
SHEET NO.	A16A
<b>OPERATIONS BUILDING</b>	
<b>ROOM FINISH, DOOR &amp; WINDOW SCHEDULES</b>	
<b>WATER TREATMENT PLANT EXPANSION</b>	
<b>PHASE III</b>	
<b>CITY OF FORT WORTH, TEXAS</b>	
<b>CDM</b>	
<b>CONTRACT NO. 0011-2</b>	
<b>CONTRACT DATE 01/15/00</b>	
<b>CONTRACT VALUE \$1,000,000</b>	
<b>CONTRACT NO. 0011-2</b>	
<b>CONTRACT DATE 01/15/00</b>	
<b>CONTRACT VALUE \$1,000,000</b>	

**S DETAIL**  
 1/2" = 1/4"

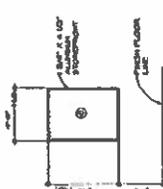
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**G DETAIL**  
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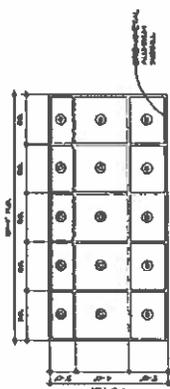
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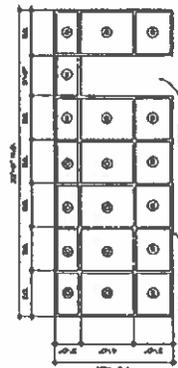
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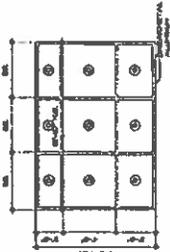
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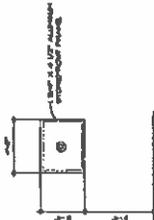
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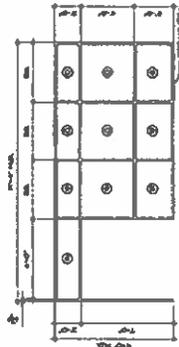
**D WINDOW TYPE D**  
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**E WINDOW TYPE E**  
HEIGHT: 30'-0"  
WIDTH: 40'-0"



**F WINDOW TYPE F**  
HEIGHT: 30'-0"  
WIDTH: 40'-0"



**G WINDOW TYPE G**  
HEIGHT: 30'-0"  
WIDTH: 40'-0"



**H WINDOW TYPE H**  
HEIGHT: 30'-0"  
WIDTH: 40'-0"

**GLAZING LEGEND**  
TYPICAL FOR ALL STOREFRONT DOORS AND WINDOW TYPES

- 1 - 1/2" TYPICAL SAFETY GLASS - 100% VLT
- 2 - 1/2" TYPICAL TINTED SAFETY GLASS - 60% VLT
- 3 - 1/2" TYPICAL TINTED SAFETY GLASS - 40% VLT
- 4 - 1/2" TYPICAL SAFETY GLASS - 40% VLT

**RECORD DRAWING**  
DATE: 10/15/2014  
DRAWN BY: J. HARRIS  
CHECKED BY: J. HARRIS



**MORALES & ASSOCIATES, ARCHITECTS, INC.**  
1000 WEST 19TH STREET, SUITE 1000  
DALLAS, TEXAS 75201  
PHONE: 214.760.1000  
FAX: 214.760.1001

<p>CITY OF FORT WORTH, TEXAS WATER TREATMENT PLANT EXPANSION PHASE II</p>		<p>OPERATIONS BUILDING ROOM FINISH, DOOR &amp; WINDOW SCHEDULES</p>	
<p>CDM</p>		<p>MOORE &amp; ASSOCIATES, ARCHITECTS, INC.</p>	
<p>DATE: 10/15/2014 DRAWN BY: J. HARRIS CHECKED BY: J. HARRIS</p>		<p>PROJECT NO.: 14-0000000000 SHEET NO.: A168</p>	







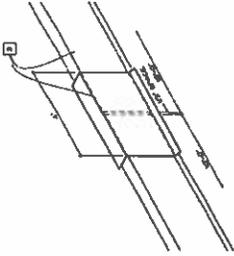




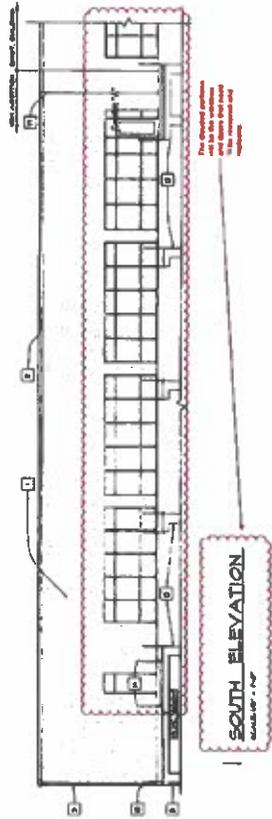
Attachment H

KEY NOTES

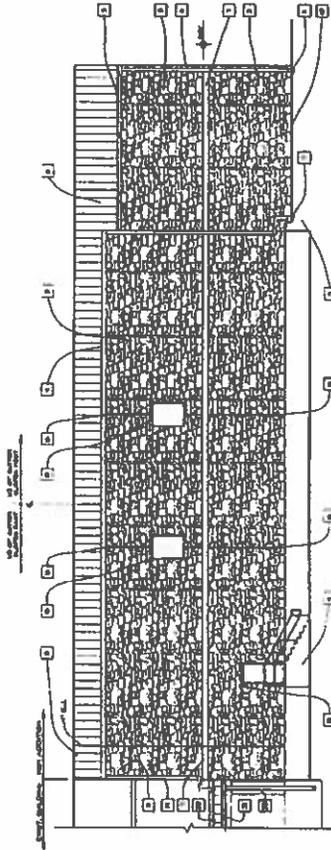
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- 2. ALL WORK SHALL BE ACCORDING TO THE CITY OF ROUND ROCK SPECIFICATIONS AND THE CITY OF ROUND ROCK STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- 3. ALL WORK SHALL BE ACCORDING TO THE CITY OF ROUND ROCK SPECIFICATIONS AND THE CITY OF ROUND ROCK STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- 4. ALL WORK SHALL BE ACCORDING TO THE CITY OF ROUND ROCK SPECIFICATIONS AND THE CITY OF ROUND ROCK STANDARD SPECIFICATIONS FOR CONSTRUCTION.
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- 20. ALL WORK SHALL BE ACCORDING TO THE CITY OF ROUND ROCK SPECIFICATIONS AND THE CITY OF ROUND ROCK STANDARD SPECIFICATIONS FOR CONSTRUCTION.



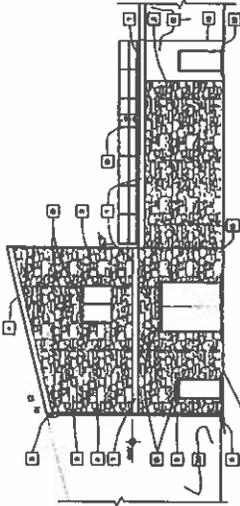
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SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION  
SCALE: 1/4" = 1'-0"



3 WEST ELEVATION  
SCALE: 1/4" = 1'-0"



MORALES & ASSOCIATES ARCHITECTS INC.  
1000 W. WINDYBROOK BLVD., SUITE 200, AUSTIN, TEXAS 78701

RECORD DRAWING  
DATE: 11/11/11  
DRAWN BY: J. LAMER, INC.

CITY OF ROUND ROCK, TEXAS

WATER TREATMENT PLANT EXPANSION  
PHASE IV

CAMP DRESSER & MCKEE, INC.

CDM

OPERATIONS BUILDING  
EXTERIOR ELEVATIONS

A-3

Exhibit "A"



**ADDENDUM  
CITY OF ROUND ROCK, TEXAS**

---

**Solicitation: IFB 22-024**

**Addendum No: 1**

**Date of Addendum: September 9, 2022**

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This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarifications:** PART III, Section 2.D. states the Contractor shall "be certified under the National Glass Association's Certified Glass Installer Program and/or the North American Contractor Certification (NACC) Program."  
**This requirement has been removed from this solicitation.**
- II. **Extension:** The proposal due date is hereby extended until Friday, September 23<sup>rd</sup>, 2022, at 3:00PM CST.
- III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

A handwritten signature in black ink, appearing to read "AG", is written over a horizontal line.

Adam Gagnon, Purchaser  
Purchasing Office, 512-218-5456

9/9/2022

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

ACKNOWLEDGED BY:

Jonathan Tuck

Name

A handwritten signature in black ink, appearing to read "Jonathan Tuck", is written over a horizontal line.  
Jonathan Tuck (Sep 27, 2022 16:21 CDT)  
Authorized Signature

09/27/2022

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.**