

**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK AGREEMENT  
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION  
TRADES SERVICES (CONCRETE AND EXCAVATION SERVICES)  
FROM  
A PLUS ASPHALT & CONCRETE, LLC**

**THE STATE OF TEXAS**

§

**CITY OF ROUND ROCK**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

THAT THIS AGREEMENT for on-site services in the nature of general building construction trades services (concrete and excavation services) to be performed on and in various 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 \_\_\_\_\_, 2022, 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 "A PLUS ASPHALT & CONCRETE, LLC, referred to herein as "A Plus," whose mailing address is PO Box 6055, Round Rock, Texas 78683. 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 (concrete and excavation services) to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and associated goods and services, and City desires to purchase same from A Plus; and

**WHEREAS,** City has issued its "Request for Proposal" for the provision of said goods, and City has selected the proposal submitted by A Plus; 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 A Plus whereby City is obligated to buy specified services and A Plus is obligated to sell same. The Agreement includes the following: (a) City's Request for Proposal designated Solicitation Number 21-023 ("RFP") (b) A Plus's Response to RFP; (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) A Plus's Response to RFP
- (3) City's RFP, 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. **A Plus** means A Plus Asphalt & Concrete, 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 11 of City's RFP included as a part of Exhibit "A," attached hereto and incorporated herein by reference for all purposes.

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 A Plus to supply the services as outlined in RFP Solicitation Number 21-023; and Response to RFP submitted by A Plus, 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 RFP and as offered by A Plus in its Response to the RFP.

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 A Plus shall be considered as one of two (2) providers ("dual providers") of the specified goods and services (concrete/excavation services). A Plus 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, concrete and excavation services are awarded to A Plus in accordance with bid items shown on Attachment A – Bid Sheet of Exhibit "A," as follows:

<u>Concrete/Excavation</u>	<u>Hourly Rate</u>
Equipment Operator Hourly Labor Rate	\$34.00
Laborer Hourly Labor Rate	\$29.00
Framer Hourly Labor Rate	\$34.00
Concrete Foreman Hourly Labor Rate	\$38.00
Rebar Worker Hourly Labor Rate	\$34.00
Concrete Finisher Hourly Labor Rate	\$34.00

Materials (on Cost-Plus basis) Percentage Markup	15%
Machinery/Heavy Equipment (on Cost-Plus basis) Percentage Markup	0%
Trucking Tickets (on Cost-Plus basis) Percentage Markup	10%
Fill Dirt (on Cost-Plus basis) Percentage Markup	10%

#### **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 A Plus.

B. A Plus 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 **Three Hundred Thousand and No/100 Dollars (\$300,000.00) per year** for A Plus’s services combined with the dual provider’s services for a total not-to-exceed amount of **One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)** for the term of this Agreement.

#### **7.01 INVOICES**

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

- A. Name and address of A Plus;
- 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 affect such termination by giving A Plus 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 A Plus 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. A Plus 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 A Plus, 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 A Plus 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 A Plus, cancel this Agreement without incurring any liability to A Plus if it is determined by City that gratuities or bribes in the form of entertainment,

gifts, or otherwise were offered or given by A Plus or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, A Plus 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 A Plus's charges.

#### **13.01 ORDERS PLACED WITH ALTERNATE VENDORS**

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

#### **14.01 INSURANCE**

A Plus shall meet all requirements as stated in Part II, Section 2 of the attached RFP Solicitation Number 21-023.

#### **15.01 CITY'S REPRESENTATIVE**

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

Chad McDowell  
General Services Director  
212 Commerce Cove  
Round Rock, TX 78664  
512-341-3191  
[cmcdowell@roundrocktexas.gov](mailto:cmcdowell@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 A Plus abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, A Plus 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.

A Plus 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 A Plus.

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

C. A Plus 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 A Plus, A Plus 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, A Plus shall submit a statement showing in detail the goods and services satisfactorily performed hereunder to the date of termination. City shall then pay A Plus that portion of the charges, if undisputed. The parties agree that A Plus 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**

A Plus 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 A Plus, or A Plus's agents, employees or subcontractors, in the performance of A Plus'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 A Plus(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. A Plus, 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. A Plus 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). A Plus 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. A Plus 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, A Plus agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. 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 this contract. The signatory executing this Agreement on behalf of A Plus verifies A Plus does not boycott Israel and will not boycott Israel during the term of this Agreement.

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 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 A Plus verifies A Plus 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.

E. 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 A Plus verifies A Plus does not boycott energy companies, and it will not boycott energy companies 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 A Plus:**

A Plus Asphalt & Concrete, LLC  
PO Box 6055  
Round Rock, TX 78683

### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO:

Stephen L. Sheets, 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 A Plus.

## **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 A Plus 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 A Plus 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.** A Plus 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.** A Plus understands and agrees that time is of the essence and that any failure of A Plus to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. A Plus 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 A Plus'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 A Plus 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 A Plus have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

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

**A Plus Asphalt & Concrete, LLC**

By:  \_\_\_\_\_  
Printed Name: Tyler Deck  
Title: General Manager  
Date Signed: 12/18/2021

**For City, Attest:**

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

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

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney



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

**REQUEST FOR PROPOSAL (RFP)**

**CONCRETE AND EXCAVATION SERVICES  
UPDATED**

**SOLICITATION NUMBER 21-023**

**SEPTEMBER 2021**

## Exhibit "A"

### CONCRETE AND EXCAVATION SERVICES PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in excavation, maintenance, repair, renovations, installation, and alteration of concrete.
2. **BACKGROUND:** The City has approximately 1,000,000 square feet of maintained property and occupies approximately 56 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. City buildings may need maintenance, repair, renovations for concrete and excavation of various scopes and sizes throughout the term of the contract. **The total contract value shall not exceed \$300,000 per fiscal year for the term of the contract.**
3. **SOLICITATION 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) 7-10
Part IV – Scope of Work	Page(s) 11-15
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 16-19
Attachment A – Proposal Submittal Form and Execution	Page 20
Attachment B – Reference Sheet	Page 21
Attachment C – Prevailing Wage Rate	Page(s) 22-23
Attachment D – Cost Proposal Sheet	Separate Attachment
Attachment E – Subcontractor Information Form	Page 24
Attachment F – Sample Work Order	Page 25
Attachment G – Sample Invoice	Page 26

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

**Amanda Crowell**  
Purchaser  
Purchasing Division  
City of Round Rock  
Phone: 512-218-5458  
E-mail: [acrowell@roundrocktexas.gov](mailto:acrowell@roundrocktexas.gov)

**Cheryl Kaufman**  
Purchasing Supervisor  
Purchasing Division  
City of Round Rock  
Phone: 512-218-5417  
E-mail: [ckaufman@roundrocktexas.gov](mailto:ckaufman@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"

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

EVENT	DATE
Solicitation released	September 16, 2021
Optional Pre-Proposal Bid Meeting	September 29, 2021 @ 9:00AM CST
Deadline for submission of questions	October 1, 2021 @ 5:00PM CST
City responses to questions or addendums	Approximately October 6, 2021
Deadline for submission of responses	October 14, 2021 @ 3:00PM 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:

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

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/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.

7. **OPTIONAL PRE-PROPOSAL MEETING:** A pre-proposal meeting will be conducted to fully acquaint Respondents with the solicitation requirements and difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting will be conducted on the date specified in PART I Section 5-Schedule of Events.

- A. Attendance at the pre-proposal meeting visit is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The pre-proposal meeting shall take place at:

**City Hall Council Chambers  
221 East Main Street  
Round Rock, Texas 78664**

- B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting.

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 5 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock  
Attn: Amanda Crowell  
Purchasing Division  
221 E. Main Street  
Round Rock, Texas 78664-5299**

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFP 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 proposal.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

## Exhibit "A"

- G. Receipt of all addenda to this RFP must be acknowledged, signed, and included with the proposal response.
- H. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.
9. **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 encouraged to carefully read the entire solicitation.
- A. Respondent shall submit one (1) evident signed "Original" and one (1) identical to the original electronic copy of the RFP 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 RFP response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- B. This request for proposal (RFP) 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 of preparation to this RFP; all costs associated with responding to this RFP will be solely at the interested parties' expense. Not responding to this RFP does not preclude participation in any future RFP/RFQ/IFB.
- C. **For your RFP submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
- ☐ **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/businesses/solicitations> for any updates pertaining to the solicitation.
  - ☐ **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline will result in the disqualification of your proposal.
  - ☐ **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: COST PROPOSAL SHEET:** The cost proposal sheet should be completed for the City to accurately compare cost proposals. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.
  - ☐ **Attachment E: SUBCONTRACTOR INFORMATION FORM:** Provide a signed copy of the Subcontractor Information Form.
  - ☐ **Certificate of Insurance (COI):** Attach a copy of your current certificate of insurance to this response. This is for information purposes only.
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.

## Exhibit "A"

- 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.



**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. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-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/city-departments/purchasing/>

## Exhibit "A"

### PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
  - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
  - B. 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 120 days.
2. **PAYMENT BOND:**
  - A. The Contractor shall provide a Payment Bond in an amount equal to 100% of any project that exceeds \$50,000 within 14 calendar days after notice to proceed for project. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000 the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
  - B. The Payment Bond shall remain in effect throughout the term of the applicable project.
3. **PERFORMANCE BOND:**
  - A. The Contractor shall provide a Performance Bond in an amount equal to 100% of any project that exceeds \$100,000 within 14 calendar days after notice to proceed of project. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000 the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
  - B. The Performance Bond shall remain in effect throughout the term of the applicable project.
4. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No charges in the delivery schedule shall be effective unless in writing executed by both City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the actual damages sustained by the City because of such a delay will be uncertain and difficult to determine, and that the reasonably foreseeable damage incurred by the City agrees to stipulate to be 5% of total project cost per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of 5% of total project cost per calendar day for each calendar day of delay.
5. **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 C- Prevailing Rates are posted in Solicitation Documents for RFP No. 21-023 Concrete and Excavation Services on the City of Round Rock website at:  
<https://www.roundrocktexas.gov/businesses/solicitations>

6. **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 concrete and excavation services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
  - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
  - D. 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 RFP process.
7. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment E- Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
  - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
  - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured; and
  - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
  - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
8. **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.
9. **WORKFORCE:** Successful Respondent shall:
  - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.  
Note: Inappropriate language will not be tolerated on City property.
  - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.

## Exhibit "A"

- 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.

10. **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.

Prices for materials will be on a cost-plus basis. The percentage (%) markup shall not be greater than 15%. Invoices for work performed shall require a copy of a supplies receipt to be included with the invoice.

Prices for Trucking Tickets (for Soil Disposal) shall be on a cost-plus basis. The Percentage (%) if any, of markup will not exceed 15%. Invoices for work performed shall require a copy of the disposal receipt to be included with the invoice.

Prices for Fill Dirt shall be on a cost-plus basis. The Percentage (%) if any, of markup will not exceed 15%. Invoices for work performed shall require a copy of the receipt to be included with the invoice.

Prices for Machinery/Heavy Equipment (whether owned or rented) shall be on a cost-plus basis. The Percentage (%) if any, of markup will not exceed 15%. If equipment is owned the current market rental rate should be applied. Invoices for work performed shall require a copy of the equipment rental receipt or a weekly cost sheet from a reputable equipment rental company to be included with the invoice.

11. **PRICE INCREASE:** Contract prices for concrete and excavation 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 unless otherwise approved by the City.

- A. **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>

B. **Procedure to Request Increase:**

- i. 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 E Main Street  
Round Rock, TX 79664-5299

- ii. Upon receipt of the request, the City reserves the right to accept the escalation and make changes 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"

12. **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.
13. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
14. **POINT OF CONTACT (POC) / 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 will be:  
**Eric Dady**  
**Superintendent- Building Construction**  
**General Services**  
**Phone office: 512-218-5472 Cell: 512-688-0350**  
**E-mail: [edady@roundrocktexas.gov](mailto:edady@roundrocktexas.gov)**
15. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**
  - A. **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 that are present at the work site.
  - B. **Materials specifications/descriptive literature** are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
16. **INTERLOCAL PURCHASING AGREEMENTS:**
  - A. 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.
  - B. 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 SCOPE OF WORK

1. **HISTORY:** The City has approximately one million square feet of maintained property and occupies approximately 56 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. City buildings may need maintenance, repair, renovations for concrete and excavation work of various scopes and sizes throughout the term of the contract.
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 concrete and excavation work. Services shall consist of repairs and new projects. The Contractor is responsible for any site visits to verify existing conditions prior to construction. If any discrepancies arise between existing conditions and the scope of work the City's designated person shall be notified. If the Contractor fails to notify the designated person, it is assumed they discrepancy is included in the agreed upon scope.

Services performed shall require prior authorization from the City's Building Construction (BC) Department. Only services meeting the herein mentioned specifications of new construction or matching of existing conditions on workmanship will be accepted.

3. **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.
  - A. The City shall be provided with the designated person's name and telephone number.
  - B. 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.
  - C. The designated contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the evaluation team prior to award of contract.
  - D. The City shall also be provided with a secondary designated contact person to communicate with if the primary contact is unavailable.

4. **RESPONSE TIME:** Response times shall be as follows:

**Non-Emergency Service Calls:** "Non-emergency services" are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:

- A. 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 provided a PO is issued to the Contractor.
- B. Services will be performed during normal operation hours which are 7:00AM-6:00PM.
- C. Contractor is expected to follow all noise ordinances set forth by the City.

5. **REGULAR AND OVERTIME WORK HOURS:**

- A. Regular business hours are from 7:00AM to 6:00PM.
- B. Weekends may be permitted on an as needed basis. Services provided on weekends will not be considered overtime hours unless the Contractor's personnel have exceeded 40 hours in the current week.
- C. Overtime pay is only permitted in instances where the City deems the work to be necessary and prior written approval is given in advance of the work performed.
- D. Approved overtime work performed in excess of regular work hours 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.

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- E. 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.
6. **WORKMANSHIP:** Work under the resulting contract will be defined on a per job basis. Quality work is expected of the Contractor and completed work must be signed off and approved by the City of Round Rock's authorized point of contact. All materials furnished in carrying out this agreement shall be of the appropriate character and quality as required by the project specifications, scope, and/or existing conditions. Where no standard is specified, Contractor shall perform equal or better to the level of finish for the currently existing conditions and be compliant with all applicable code requirements.
- A. All materials used in any project shall be new unless pre-approved by the City's designated representative.
  - B. 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 project specifications, scope, existing conditions, and/or codes.
  - C. The Contractor shall at all times keep the adjacent areas of the work site free from construction debris and the accumulation of any waste materials.
  - D. Should the Contractor neglect or refuse to remove such unsatisfactory work or materials within 48 hours of notice by the City, or if they fail to make satisfactory progress in doing so, the City may remove materials or complete work at expense 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.
7. **PERMITS/INSPECTIONS:** If the project requires permitting and inspections the Contractor shall:
- A. Assist City of Round Rock (CORR) representative with any information requested if a project permit is required.
  - B. Schedule all inspections as required/requested by building inspections at the following website: <https://etrakit.roundrocktexas.gov/etrakit/>
  - C. Notify the CORR representative prior to requesting an inspection to do a pre inspection walk.
  - D. Notify the CORR representative once an inspection has been requested and provide estimated date and time the inspection will take place.
  - E. Notify the CORR representative of results of inspections.
  - F. If any item does not pass inspection, it is the Contractor's responsibility to correct the item at no additional cost to the City.
8. **EXCAVATION SERVICES:** The following contains the minimum requirements and experience for excavation services required by the City. The Contractor shall-
- A. Have experience with excavation and compaction in various soil types and be able to interpret and comply with geotechnical reports if necessary.
  - B. Review all geological surveys performed by the City prior to beginning of excavation. If no survey has been completed Contractor shall review with the City if one is required before start of excavations.
  - C. Have all required equipment necessary to perform excavations.
  - D. Operators of large and/or heavy equipment shall be fully qualified, licensed, and certified as required by OSHA, industry standards, state, and federal laws.
  - E. Be responsible for exporting existing soils and import new soils as required based on each job's unique requirements.
  - F. Provide all trucking tickets for importing and exporting soils. The Contractor is allowed up to a maximum of 15% markup for trucking tickets.
9. **DEMOLITION SERVICES:** If demolition services are required the contractor shall-
- A. Saw cut existing concrete as required to create clean lines for any necessary repairs or removal.
  - B. Be responsible for haul-off of all debris.
  - C. Use Epoxy dowel into existing concrete when making repairs.

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- D. Ensure all drawings/plans are accurate before demolition starts.
- E. Take necessary precautions to preserve all existing trees, plants, and shrubs.
- F. Not remove trees and plants for construction right-of-way unless approval is granted by the City POC and only if justifiable and necessary.
- G. Maintain the streets and roads free from dust, mud, excess earth, or debris which constitutes a nuisance or danger to the public using the thoroughfare, or the occupants of adjacent properties as applicable.
- H. Care shall be taken to prevent spillage on streets and roads over which hauling is done. and any such spillage or debris deposited on streets, due to the contractors' operations, shall be immediately removed.

10. **CONCRETE FORMING/PLACING/FINISHING REQUIREMENTS:** The following contains the minimum requirements and experience for concrete installation, repair, and finishing services required by the City. The Contractor shall-

- A. Ensure that all personnel are skilled and qualified to perform the services as requested.
- B. Have a working knowledge of commercial concrete installation, repair, and finishing work.
- C. Be able to properly lay out corners for slabs, verify elevations, and install forms based on that work.
- D. Have experience with tying and installation of rebar per drawings or directive and supply shop drawings if required.
- E. Be able to finish concrete to a level that meets industry standard specifications or match existing concrete if working on a repair.
- F. Have a working knowledge of all tools and equipment applicable to the concrete trade, supply Contractor-owned tools, and have extensive knowledge of building materials.
- G. Be able to work unsupervised and run their own crew.
- H. Be familiar and comply with all City Design and Construction Standards found on our website at <https://www.roundrocktexas.gov/city-departments/transportation/traffic-operations/design-and-construction-standards/>
- I. Have, at minimum, five (5) years' commercial experience.

11. **ESTIMATES:** Contractor shall provide a 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.

Each written estimate shall include the following information:

- A. Department name and location of the project
- B. Contractor's designated contact name and telephone number
- C. Breakdown of labor costs (number of workers, hours worked, hourly rate); also include Supervisor hours and rate if applicable
- D. Materials (detailed description, quantity, unit price, and extended price amounts)
- E. Cost of equipment rented to complete project
- F. Total cost (labor and materials)
- G. Description specifying work to be done
- H. Time projected to complete the project
- I. See Attachment F- Sample Work Order

12. **INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice:

- A. The total hours worked and hourly rate for labor. Labor hours shall include costs of labor, overhead charges, travel, payroll expenses and Supervisor total hours and rate if applicable.



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- B. Supplies and materials: The cost of supplies and materials shall be listed separately from labor. A maximum percentage markup, as indicated in the cost proposal sheet, will be allowed for material. Invoices shall have attached a copy of paid materials receipt from the supplier.
- C. See Attachment G- Sample Invoice

12. **WARRANTY:** 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.

13. **CONTRACTOR'S RESPONSIBILITIES:** The Contractor shall-

- A. Schedule all requested maintenance in advance with the City's point of contact.
- B. Properly dispose of all construction and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations.
- C. Visit and inspect work locations prior to the submittal of an estimate. Submittal of the project estimate is evidence that the Contractor has familiarized themselves 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, pricing, and the equipment, materials, and labor required. Inspection must be scheduled by contacting the City's designated representative. Any variations in scope or pricing will only be considered on a case-by-case basis and must be approved in writing by the City POC prior to beginning the work. The Contractor shall have full knowledge of the scope of work and have ability to anticipate and plan for variations prior to the project start date.
- D. Provide written work estimates to the City's point of contact via email for each project in advance of beginning work. The estimate shall include labor, equipment, parts, and materials required to perform repairs. Work shall not be initiated without the City's consent in the form of a formal PO number.
- E. Make all arrangements for delivery, unloading, receiving, and storing concrete material and supplies for each project. The City will not assume any responsibility for these shipments.
- F. Provide work reports- Contractor(s) shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used to support the cost assessment on the final invoice. Reports shall include, at a minimum, the following information:
  - i. Location of the worksite,
  - ii. Date and time of arrival at worksite,
  - iii. Time spent for repair,
  - iv. Date and time work at location is completed,
  - v. Part(s) ordered, hourly labor rate with quantities, and equipment rented, if necessary,
  - vi. A detailed description of all the completed repair work certifying the item is in working order shall be signed by the City's designated representative at the time the work is completed
  - vii. Be responsible for rental of any equipment that may be required to complete task. Contract shall be permitted to charge a Percent Markup over cost not to exceed 15% for rental equipment.
- G. **Maintain Communication-** Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.

14. **CITY'S RESPONSIBILITIES:** The City will-

- A. Provide the Contractor with a complete and accurate project overview with the request for estimate.
- B. Coordinate scheduling with Contractor.
- C. Ensure work area is reasonably free of safety hazards.
- D. Provide access to locations where services are required.

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- 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 standard power and water utilities as needed to complete the project.
- G. Inspect work performed to ensure compliance with the scope of work.
- H. Review all invoices to ensure accuracy.

## Exhibit "A"

### PART V PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP, or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **PROPOSAL RESPONSE:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in a professional, bound format that best contains all required documentation for submission.

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>

5. **PROPOSAL FORMAT:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
  - A. **Tab 1- Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. If your organization is a corporation, answer the following:
    - i. State any former names your company has operated under.
    - ii. date and state of incorporation, and
    - iii. names and titles of all corporate officers.
    - iv. If your organization is a partnership, answer the following:
      - (a) date of organization.
      - (b) type of partnership (if applicable); and
      - (c) the names of all general partner(s).
    - v. If your organization is individually owned, answer the following:
      - (a) date of organization; and
      - (b) name of owner.
    - vi. If the form of your organization is other than those listed above:
      - (a) describe it; and
      - (b) name the appropriate owners, officers, principals, etc. Is your organization authorized to do business in Texas?

Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

- B. **Tab 2 - Financial Information:** Include a financial statement, preferably audited, including your organization's latest balance sheet and income statement, showing the following items:
  - i. Current assets (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
  - ii. Non-current assets (e.g., net fixed assets, other assets).
  - iii. Current liabilities (e.g., accounts payable, current notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).

## Exhibit "A"

- iv. Non-current liabilities (e.g., notes payable).
  - v. Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings).
    - a) Name and address of firm that prepared the attached financial statement and date thereof.
    - b) Is the attached financial statement for the identical organization named in the question B above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary).
    - c) Will the organization whose financial statement is attached act as a guarantor of the proposed contract for construction?
    - d) Provide name, address, contact person, and phone number for your bank reference.
  - vi. Surety and Agent: Provide the: (a) name of your bonding company; and (b) the name and address of your agent. Payment bonds for a project that exceeds \$50,000 and performance bonds for a project that exceeds \$100,000 will require 100% of the Guaranteed Sum to be bonded.
- C. Tab 3 - Program: Describe your technical plan for accomplishing required work. Include such time-displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the scope of work and your plan for accomplishment. Specifically indicate:
- i. Describe your construction management approach and ability to coordinate work with all City personnel and suppliers in order to meet the deadlines established in the submittal construction schedule
  - ii. Describe your ability to complete the project within the schedule taking into account existing commitments.
  - iii. Describe your ability to identify and resolve potential issues, delays, etc.
  - iv. Describe your back up/contingency plan for any unanticipated delays.
  - v. Describe your quality control program. Explain the methods used to ensure quality control during the construction phase of the project. Provide specific examples of how these techniques or procedures were used from any of three (3) projects listed in response to Tab 5 Prior Experience
  - vi. Provide complete construction schedule assuming a notice to proceed will be provided within 30 days of bid opening (actual notice to proceed will be a different date). Schedule shall match the calendar days required to reach final completion for the project as provided in this agreement.
  - viii. Describe the scheduling techniques, including any scheduling or project management software, you would employ on this project.
  - ix. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state their compliance with terms of this Request for Proposal (RFP) or clearly document any exceptions.
  - x. Include a description of your company's safety program and provide a summary of your OSHA 200/300 logs for the last three years.
- D. Tab 4 - Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.
- E. Tab 5 - Prior Experience: Describe only relevant current and past (5 years) municipal, corporate, and individual experience for personnel who will be actively engaged in the project. Include the following information:
- i. Location of project
  - ii. General nature of project
  - iii. Construction procurement method (e.g., competitive bid)
  - iv. Nature of your services (e.g., general contractor)
  - v. Contract amount
  - vi. Size in square feet
  - vii. Original construction budget and actual cost of construction at completion. Describe difference if necessary
  - viii. Start date, completion date, and original construction schedule duration
  - ix. List up to ten projects of varying size, scope, and complexity your organization has performed, if any, inside the Austin- Round Rock Metropolitan Statistical Area (MSA) and date those projects were completed.

## Exhibit "A"

Do not include corporate experience unless personnel assigned to this project actively participated. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

- F. **Tab 6 - Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- G. **Tab 7- Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- H. **Tab 8 – Attachments and Addendum:** including Attachment A – Proposal Submittal Form and Execution, Attachment B – Reference Sheet, and signed addendums (if applicable) and all other documents listed under Part I, Item 8. Respondent Requirements.
- I. **Tab 9 – Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. List the requested hourly rates and percent over cost on **Attachment D- Cost Proposal Sheet**.
  - i. **Manpower.** Itemize to show the following for each category of personnel with separate hourly rate. Include a separate sheet of paper if necessary to include rates not called out on the cost proposal sheet.
    - a. Project manager, foreman, laborer, finisher, machine operators, etc.
    - b. Rate applied for each category of personnel.
  - ii. Percentage Markup of ≤15% for materials on a cost-plus basis.
  - iii. Percentage Markup of ≤15% for Machinery/Heavy Equipment (whether owned or rented).
  - iv. Percentage Markup of ≤15% for trucking tickets (for soil disposal) on a cost-plus basis.
  - v. Percentage Markup of ≤15% for fill dirt fees on a cost-plus basis.
  - vi. Total (not to exceed) Cost
- J. **Tab 10- Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.

**6. EVALUATION CRITERIA:** The intent of the City is to award to one or more Respondent(s) in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

- |   |               |
|---|---------------|
| A. Evaluation Criteria:   | Weights:      |
| • Business Information, Financial Information, and Program (Tabs 1-3) | 25 pts        |
| • Company Work Experience and Personnel Qualifications (Tabs 5 & 6)   | 25 pts        |
| • <u>Cost Proposal (Tab 9)</u>  | <u>50 pts</u> |
| Maximum Weight:   | 100 pts       |
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
  - C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent(s) who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
  - D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

## Exhibit "A"

- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

### **7. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement.
- D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may then:
  - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
  - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- E. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- F. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.

### **8. POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. Provide City contact(s) information for implementation of the Agreement.

## Exhibit "A"

City of Round Rock  
UPDATED Concrete and Excavation Services  
RFP No. 21-023  
Class/Item: 906-19/913-61/913-62  
September 2021

### ATTACHMENT A PROPOSAL SUBMITTAL FORM AND EXECUTION

**NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**By signature hereon, the Respondent certifies that:**

All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

RESPONDENT (COMPANY): A Plus Asphalt & Concrete, LLC

SIGNATURE (IN INK): 

NAME (TYPED/PRINTED) Tyler Deck

TITLE: Manager DATE: 10-13-2021

STREET: PO Box 6055

CITY/STATE/ZIP: Round Rock, TX 78683

TELEPHONE AND FACSIMILE NO.: 512-251-8920

E-MAIL ADDRESS: aplusoffices2@gmail.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 27-1936306

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. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>

# Exhibit "A"

City of Round Rock  
UPDATED Concrete and Excavation Services  
RFP No. 21-023  
Class/Item: 906-19/913-61/913-62  
September 2021

## ATTACHMENT B REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 21-023  
RESPONDENT'S NAME: A Plus Asphalt & Concrete LLC DATE: 10-13-2021

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 Coyote Construction  
Name of Contact Glen Reynolds  
Title of Contact Owner/manager  
E-Mail Address glen@coyoteconstllc.com  
Present Address PO Box 398  
City, State, Zip Code McDade, TX 78650  
Telephone Number (512) 848-9002 Fax Number: ( )
2. Company's Name Stilten, LTD  
Name of Contact Doug Reitmeyer  
Title of Contact Project manager  
E-Mail Address douglasreitmeyer@gmail.com  
Present Address 1821 Cotton Farm Tr  
City, State, Zip Code Leander, TX 78641  
Telephone Number (512) 750-2677 Fax Number: ( )
3. Company's Name Allbrite Construction  
Name of Contact Pat Yates  
Title of Contact Owner/manager  
E-Mail Address pat@allbrite.construction.com  
Present Address PO Box 47610  
City, State, Zip Code San Antonio, TX 78265  
Telephone Number (210) 490-6495 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**

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
Computer, Automated Teller & Office Machinery Repairers	Hourly	\$10.93
Radio Mechanics	Hourly	\$14.11
Telecommunications Equipment Installers and Repair	Hourly	\$15.62

## Exhibit "A"

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
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

**Attachment D Cost Proposal Sheet**  
**Concrete and Excavation Services- UPDATED**  
**RFP 21-023**

The cost of items listed below should include all product, ordering, processing, administrative, and all other miscellaneous charges. The cost proposal sheet will be used for cost evaluation purposes only. All quantities listed are estimates. The City reserves the right to purchase more or less than the quantities indicated below. The total contract value shall not exceed \$300,000 per fiscal year for the term of the contract.

**Section I: Hourly Rates**

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Equipment Operator hourly rate	120	hour	\$34.00	\$4,080.00
2	Laborer hourly rate	100	hour	\$29.00	\$2,900.00
3	Framer hourly rate	200	hour	\$34.00	\$6,800.00
4	Concrete Foreman hourly rate	240	hour	\$38.00	\$9,120.00
5	Rebar Worker hourly rate	120	hour	\$34.00	\$4,080.00
6	Concrete Finisher hourly rate	160	hour	\$34.00	\$5,440.00

**Section II: Additional Information (This section will not be evaluated under Cost but will become part of the contract.)**

7	Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will not exceed 15%. Proposed markup shall be:	Percentage Markup	15%
8	Prices for Machinery/Heavy Equipment (whether owned or rented) shall be on a cost-plus basis. The Percentage (%) if any, of markup will not exceed 15%. If equipment is owned the current market rental rate should be applied. Proposed markup shall be:	Percentage Markup	0%
9	Prices for Trucking Tickets (for Soil Disposal) shall be on a cost-plus basis. The Percentage (%) if any, of markup will not exceed 15%. Proposed markup shall be:	Percentage Markup	10%
10	Prices for Fill Dirt shall be on a cost-plus basis. The Percentage (%) if any, of markup will not exceed 15%. Proposed markup shall be:	Percentage Markup	10%

City of Round Rock  
 UPDATED Concrete and Excavation Services  
 RFP No. 21-023  
 Class/Item: 906-19/913-61/913-62  
 September 2021

## Exhibit "A"

### Attachment F- Sample Work Order

#### SAMPLE WORK REPORT

Your Company  
 Company Address  
 City, State Zip Code  
 Phone:  
 Email address:

#### TO:

City of Round Rock ATTN:  
 Brandon Pritchett Water  
 Treatment Plant 3099 E.  
 Palm Valley Rd Round Rock  
 Texas 78664

## WORK ORDER (SAMPLE)

WORK ORDER #: XXXX  
 DATE: 00/00/0000

#### FOR:

LOCATION:  
 EQUIPMENT:  
 P.O. Number: City's PO Number

WORK ORDER (SAMPLE)				
Date and Time of arrival on site:		8/16/2019 arrived on site at 8:20AM		
Date and Time work completed:		8/16/2019 completed on site visit at 11:20am		
Description of Services Provided:				
ALL NECESSARY PARTS & MATERIALS TO REMOVE, EXAMINE, AND REBUILD FLOWSERVE 12-EMLEXISTING PUMP BOWL AT LAKE CREEK STATION. DETERMINED SHAFT COUPLINGS DAMAGED. REPLACED SHAFT COUPLINGS AND INSTALLED NEW RUBBER INSERTS. CLEANED AND REBUILD FLOWSERVE 12- EMAL PUMP BOWL. CLEAN & BUFF EXISTING BOWL, PUMP HEAD, RE-ASSEMBLE COMPLETE CAN PUMP, EPOXY PAINT OD OF THE PUMP BOWL, COLUMN, PUMP HEAD,				
SUMMARY OF COST	UNIT OF MEASURE	QTY	UNIT COST	EXTENDED AMOUNT
REPAIR REGULAR HOURS	Hour(s)	2	\$00.00	\$00.00
RUBBER INSERTS	Each	3	\$00.00	\$00.00
1" SS 14TPI SHAFT COUPLINGSPARTS 1 452.93 452.93	Each	2	\$00.00	\$00.00
SS HARDWARE SUCH AS PUMP BOWL BOLTS & FLANGE COLUMN BOLTS				
TOTAL				\$00.00

Thank you for your  
business!

City of Round Rock  
**UPDATED** Concrete and Excavation Services  
 RFP No. 21-023  
 Class/Item: 906-19/913-61/913-62  
 September 2021

## Exhibit "A"

### Attachment G- Sample Invoice

#### SAMPLE INVOICE

Your Company  
 Company Address  
 City, State Zip Code  
 Phone:  
 Email address:

#### INVOICE

INVOICE #: XXXX  
 DATE: 00/00/0000

#### TO:

City of Round Rock ATTN:  
 Brandon Pritchett Water  
 Treatment Plant 3099 E.  
 Palm Valley Rd Round Rock  
 Texas 78664

#### FOR:

Description of Services Provided  
 P.O. Number: City's PO Number

DESCRIPTION	UNIT OF MEASURE	QTY	UNIT COST	EXTENDED AMOUNT
Lake Creek 3 Pump Repair				
Line Shaft 1"x 10.97"	Each	3	\$00.00	\$00.00
Stuffing box Bearing	Each	2	\$00.00	\$00.00
Spider Bushing	Each	4	\$00.00	\$00.00
Tail Bearing	Each	1	\$0.00	\$0.00
Labor (repair)	Hour	12	\$0.00	\$0.00
Description of Services Provided				
Called for Repair on Pump at Lake Creek 3. Pulled motor and brought to shop. Bearing damaged and needed to be replaced. Replaced damaged bearing and additional components that were showing signs of wear.				
TOTAL				\$0.00

Thank you for your  
 business!

Exhibit "A"



ADDENDUM  
CITY OF ROUND ROCK, TEXAS

Solicitation: RFP 21-023

Addendum No: 1

Date of Addendum: 10/4/2021

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

I. Clarifications and Additions:

- A. Increased total contract value in Part I, Item 2 of solicitation document and on Attachment D- Cost Proposal Sheet.
- B. Updated Part III, Item 10- Pricing of solicitation document.
- C. Added Part IV, Item 9- Demolition Services to solicitation document.
- D. Updated Part V, Item 5.I.III. - Percentage Markup Pricing of solicitation document.
- E. Added Line 3 for Framer hourly rate to Attachment D- Cost Proposal Worksheet.
- F. Updated Line 8 to reflect owned vs rented equipment on Attachment D- Cost Proposal Worksheet.

II. Questions:

- Q1. The City has a requirement that work must begin within five days. Currently, concrete orders are 9-11 days out. Will that be acceptable?  
A1. So long as the Contractor communicates to the City in a timely manner that the concrete materials are delayed, the City will work to coordinate scheduling appropriately.
- Q2. Regarding the equipment rental fee line item if I own equipment will that give a vendor who rents the equipment an unfair pricing advantage as I will have to increase my hourly rates to adjust for my equipment fees whereas they will be giving regular hourly rates and don't have to increase their fees due to owning equipment.  
A2. The City has updated Line 8 on Attachment D- Cost Proposal Worksheet.
- Q3 On the Cost Proposal Worksheet it says "Laborer," can we change that to Framer?  
A3. The City has added line 3- "Framer" to Attachment D- Cost Proposal Worksheet.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Amanda Crowell, Purchaser  
Purchasing Office, 512-218-5458

10/4/2021

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

Exhibit "A"

ACKNOWLEDGED BY:

Tyler Deck

Name

  
Authorized Signature

10-13-2021

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.**

Exhibit "A"



ADDENDUM  
CITY OF ROUND ROCK, TEXAS

---

Solicitation: RFP 21-023

Addendum No: 2

Date of Addendum: 10/13/21

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

- I. **Extension:** The proposal due date is hereby extended until Wednesday 10/20/2021, at 3:00PM.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Amanda Crowell  
Amanda Crowell, Purchaser  
Purchasing Office, 512-218-5458

10/13/21

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

ACKNOWLEDGED BY:

Tyler Deck  
Name

[Signature]  
Authorized Signature

10/18/2021  
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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/31/2021

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

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

<b>PRODUCER</b> LYNNE WEBER INSURANCE AGENCY		<b>CONTACT</b> LYNNE WEBER <b>NAME:</b> <b>PHONE</b> (A/C, No, Ext): 512.461 3489 <b>FAX</b> (A/C, No): 512.628 6300 <b>E-MAIL</b> <b>ADDRESS:</b> lynne@twia.net	
<b>INSURED</b> A PLUS ASPHALT AND CONCRETE, LLC 1801 OXFORD BLVD ROUND ROCK, TX 78664		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA INSURER B: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA INSURER C: TEXAS MUTUAL INSURANCE INSURER D: INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	680-1R851633-20	07/27/2021	07/27/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA-1R852758-20	07/27/2021	07/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP-1R852119-20	07/27/2021	07/27/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001225939	07/01/2021	07/01/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

CITY OF ROUND ROCK  
221 E MAIN  
ROUND ROCK, TX 78664

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Mary Kuckelhorn*

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