

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF
PAVEMENT MARKING AND CURB PAINTING SERVICES
WITH
DIJ CONSTRUCTION, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

§

THAT THIS Agreement for purchase of pavement marking and curb painting services 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 _____, 2015, 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 DIJ CONSTRUCTION, INC., whose offices are located at P.O. Box 1609, 2332 CR 252, Bertram, Texas 78605 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase pavement marking and curb painting services and related goods, and City desires to procure same from Services Provider; and

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

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 15-035 dated August 2015; (b) Services Provider's Response to the IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies

or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

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

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

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

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

2.01 EFFECTIVE DATE, 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 is for sixty (60) months from the effective date hereof.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the IFB and Response to IFB submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this

Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; SCOPE OF WORK

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

Scope of Work. For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 15-035 dated August 2015). Services Provider has issued its response agreeing to provide all such required service in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

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

5.01 COSTS

Bid costs listed on pages eleven (11) and twelve (12) of Exhibit "A" shall be the basis of any charges collected by the Services Provider, and shall not exceed **One Hundred Eighty-Three Thousand Dollars and No/100 (\$183,000.00) per year** for the term of the Agreement.

6.01 INVOICES

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

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts,

Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful vendor(s) and the City. 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 is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

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

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

13.01 INSURANCE

Services Provider shall meet all requirements as stated in the attached IFB, including all attachments and exhibits thereto, and Services Provider's bid response.

14.01 CITY'S REPRESENTATIVE

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

Gary Hudder
Transportation Director
2008 Enterprise Drive
Round Rock, Texas 78664
512-218-5560

15.01 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.

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

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

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

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

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

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

18.01 INDEMNIFICATION

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

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. Services Provider 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 System (TPDES). The Services Provider 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. The Services Provider agrees to comply with of 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, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

20.01 ASSIGNMENT AND DELEGATION

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

21.01 NOTICES

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

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

Notice to Services Provider:

DIJ Construction, Inc.
P.O. Box 1609
2332 CR 252
Bertram, TX 78605

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephan 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 Services Provider.

22.01 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.

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

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

25.01 SEVERABILITY

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

26.01 MISCELLANEOUS PROVISIONS

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

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

DIJ Construction, Inc.

By: _____
Printed Name: Terry Niv
Title: Vice Pres.
Date Signed: 11-10-15



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

INVITATION FOR BID (IFB)

**PAVEMENT MARKING, CURB PAINTING
SERVICES AND RELATED PRODUCTS**

SOLICITATION NUMBER 15-035

August 2015

Exhibit "A"

**CITY OF ROUND ROCK
INVITATION FOR BID
PAVEMENT MARKING, CURB PAINTING SERVICES AND RELATED PRODUCTS**

**PART I
GENERAL**

1. **PURPOSE:** The purpose and intent of this Invitation for Bid (IFB) is to establish a multiple year agreement between the City of Round Rock, herein after "the City" and a qualified Individual, Firm or Corporation, hereafter referred to as "Respondent", to provide application and removal of reflective thermoplastic and paint pavement markings and curb painting services throughout the City, and to supply related products, in accordance with the specifications, terms and conditions stated herein.
2. **ATTACHMENTS:** Attachment A through C, are herein made part of this invitation for bid:
 - 2.1 Attachment A: Bid Form
 - 2.2 Attachment B: Respondent's Reference Sheet
 - 2.3 Attachment C: Addendum Acknowledgment Form
3. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Deborah Knutson, CPPB
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: dknutson@roundrocktexas.gov

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

4. **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:
 - 4.1. Be firms, corporations, individuals or partnerships normally engaged in providing the application and removal of reflective thermoplastic and paint pavement markings as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 4.2. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - 4.3. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.

City of Round Rock
Pavement Marking, Curb Painting Services and Related Products
Class/Item: 550/36, 630/66, 968/61
August 2015

5. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services without prior approval of the City's designated representative prior to commencement of work. All subcontractor services shall be performed in strict accordance with the specifications described herein. The City reserves the right to approve or disapprove the use of any subcontractor.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the goods and services 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.
7. **PRICE INCREASE:** Contract prices for the application and removal of reflective thermoplastic and paint pavement markings shall remain firm throughout the initial thirty six (36) month term of the contract. A price increase to the agreement may be considered at renewal time each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 25% of the contract price.
 - 7.1. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.
 - 7.2. **Procedure to Request Increase:**
 - 7.2.1. Mail the written price increase request with the rate detail comparison and comprehensive calculation to the designated City Contract Specialist a minimum of 45 days prior to each renewal period. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**
 - 7.2.2. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 8.1 The term of the initial Agreement shall begin from date of award and shall remain in full force for thirty six (36) months.
 - 8.2 The agreement may be renewed for two (2) additional twelve (12) month, provided both parties agree in writing prior to the expiration of the current term.

- 8.3 The City reserves the right to review the awarded respondents' performance anytime during the contract term.
 - 8.4 If the awarded respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.
9. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the goods/services delivered are not in full compliance with the specifications. In the event the goods/services are not performed to the satisfaction of the City, the site shall be re-cleaned at no additional cost to the City or the product order shall be corrected at no additional cost to the City. The City designated representative shall determine if the entire site is to be re-cleaned, or portions thereof or if product orders are not in compliance with specifications. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.

PART II

SPECIFICATIONS

1. **SCOPE:** The City seeks a qualified Respondent to provide all equipment, materials, resources, workmanship and labor necessary for the application and removal of pavement marking and curb painting services throughout the City, on an as needed basis in accordance with the specifications herein. Respondent shall also provide pavement and curb marking materials and/or supplies, on an as needed basis as specified herein and shall include delivery. Application of pavement markings shall be machine applied or hand applied per the instruction of the City's designated representative.
2. **WORKMANSHIP:** Only the highest quality of work shall be performed and all materials furnished in carrying out this Agreement shall be new and of character and quality as required by the project specifications. Where no standard is specified, for such work or materials, they shall be the best of their respective trade and be compliant with all applicable code requirements. The successful Respondent shall:
 - 2.1. At the conclusion of the project, demonstrate to the City's designated representative that all the work is in compliance with contract specifications and codes. Any unsatisfactory work done or materials furnished at whatever time they may be discovered shall be promptly and permanently corrected at the sole expense of the successful Respondent prior to final acceptance of work when notified to do so by the City's designated representative.
3. **SCHEDULING:** All work shall be scheduled at the convenience of the City as not to interfere with the City's conduct of business. Man hours paid under this Agreement shall be only for productive hours beginning and ending at the job site.
 - 3.1. All work shall be completed within thirty (30) days from the scheduled start date.
4. **PAVEMENT LOCATIONS:** All streets/curbs shall be within the City limits of Round Rock. Successful Respondent shall only perform work at specified locations and approved by the City's designated representative through a written Notice to Proceed.

5. **STANDARDS:** All materials, equipment, preparation, application and removal methods shall be in accordance with the latest revisions of the City of Round Rock's Design and Construction Standards (DACS), Series 800 – Urban Transportation and the latest revisions of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

5.1. City of Round Rock Transportation Department DACS available at: <http://www.roundrocktexas.gov/departments/transportation/dacs>.

5.2. Texas Department of Transportation TMUTCD is available at: <http://www.txdot.gov/government/enforcement/signage.html>.

6. **SERVICE RESPONSIBILITIES:** Respondent shall provide the following:

6.1. Services shall include materials, equipment, construction methods, measurements, application and removal of markings of the specified types, colors, shapes, sizes, widths, and thickness shown on plans or as the City may require from time to time.

6.2. Coordination with the City to develop a project schedule that is mutually agreeable to both parties.

6.3. A list of responsible representatives with names, titles, addresses and telephone numbers shall be furnished to the City.

6.4. Staffing for each job with sufficient personnel for a safe and timely completion.

6.5. All equipment used by the Respondent to perform services requiring licensing and inspection shall be licensed and inspected by the Texas Department of Transportation and shall comply with all applicable State, Federal and OSHA regulations.

6.6. Traffic control during projects for the duration of each job consistent with the provisions set forth in the "1980 Texas Manual on Uniform Traffic Control Devices for Streets and Highways" or the latest revisions thereof, issued under the authority of the "State of Texas Uniform Act Regulating Traffic on Highways", codified as Article 6701d Vernon's Civil Statutes, pertinent sections being Section Nos. 24, 29, 30 and 31.

6.7. At all times keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials. It is the successful Respondent's responsibility to properly dispose of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulation.

7. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

7.1. **Respondent'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.

7.2. **The City's designated representative:** The City's designated representative shall be:

David Walther
Traffic System Superintendent
Transportation Department
Phone: 512-218-5566
E-mail: davidw@roundrocktexas.gov

8. **WORKFORCE:** Successful Respondent shall:
- 8.1. Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - 8.2. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
 - 8.3. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
9. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
10. **PERMITS:** The Successful Respondent shall obtain all necessary permits, licenses, and/or certificates and pay any fees or taxes required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified herein. City of Round Rock fees may be waived.
11. **DAMAGES:** The Successful Respondent shall be responsible for damage to the City's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. Successful Respondent shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.
12. **PENALTIES:** In the event of default by Successful Respondent or non-acceptance by City, the City shall be entitled to damages, costs, losses and expenses, incurred by the City as a result of the Respondent's default or City's non-acceptance.

PART III

SCHEDULE AND RESPONSE INSTRUCTIONS

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
Solicitation released	August 29, 1205
Deadline for submission of questions	September 8, 2015 @ 5:00 PM, CST
City responses to questions or addendums	September 10, 2015 @ 5:00 PM, CST
Deadline for submission of responses	September 15, 2015 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at <http://www.roundrocktexas.gov/bids/>, and the State of Texas Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us/>.

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Notice of date change will be posted to the City's website and the State's ESBD.

City of Round Rock
Pavement Marking, Curb Painting Services and Related Products
Class/Item: 550/36, 630/66, 968/61
August 2015

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website or the State's ESBD for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, 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.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Deborah Knutson, CPPB
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

- 3.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
 - 3.2 Facsimile or electronically transmitted responses are not acceptable.
 - 3.3 Responses cannot be altered or amended after opening.
 - 3.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 3.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - 3.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
4. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
 - 4.1 Purchase price;
 - 4.2 Reputation of Respondent and of Respondent's goods and services;
 - 4.3 Quality of the Respondent's goods and services;
 - 4.4 The extent to which the goods and services meet the City's needs;
 - 4.5 Respondent's past performance with the City;
 - 4.6 The total long-term cost to the City to acquire the Respondent's goods or services;
 - 4.7 Any relevant criteria specifically listed in the solicitation.

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

5. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.

6. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - 6.1 The method to provide a smooth and orderly transition of services performed from the current Contractor;
 - 6.2 Provide City contact(s) information for implementation of agreement;
 - 6.3 Identify specific milestones, goals and strategies to meet objectives.
7. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
8. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

PART IV

RESPONSE REQUIREMENTS

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondents shall submit one (1) evident signed "Original" and one (1) copy of the response requirements including any required attachments. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

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

For your bid to be responsive, all required items identified below shall be submitted with your proposal.

Attachment A: Bid Form - Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

Attachment B: Respondent's Reference Sheet - Provide the name, address, telephone number and E-MAIL of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

Attachment C: Addendum Acknowledgment Form - Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

City of Round Rock
Pavement Marking, Curb Painting Services and Related Products
Class/Item: 550/36, 630/66, 968/61
August 2015

Additional Information Requested:

Contract Information: Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), General Services Administration (GSA), Inter-local Agreement, or any other contractual resource.

The following items shall be made available upon request by the City prior to award and the approval of any contract:

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.

A completed Department of the Treasury Internal Revenue Service Form W-9

PART V

CONFIDENTIALITY OF CONTENT

1. **CONFIDENTIALITY OF CONTENT:** 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.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

PART VI

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

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

City of Round Rock
Pavement Marking, Curb Painting Services and Related Products
Class/Item: 550/36, 630/66, 968/61
August 2015

3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 3.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 3.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 3.3 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

City of Round Rock
Pavement Marking, Curb Painting Services and Related Products
Class/Item: 550/36, 630/66, 968/61
August 2015

ATTACHMENT A: BID FORM
PURCHASING DEPARTMENT
221 E. Main Street • Round Rock, Texas 78664-5299

SOLICITATION INFORMATION	Solicitation Number:	# 15-035	RESPONDENT INFORMATION	Tax ID Number:	74-2291006
	Solicitation Name:	Pavement Marking, Curb Painting Services and Related Products		Business Name:	D.I.J. Construction, Inc.
	Opening Date:	September 15, 2015		Address:	P.O. Box 1609
	Opening Time:	On or Before 3:00 PM CST		Address:	Bertram, Tx. 78605
	Opening Location:	City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664		Contact:	Terry Nix
				Telephone:	(512) 355-2766
			E-mail:	terryedijconstruction.com	
			Website:	dijconstruction.com	

In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>

Item #	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	TYPE 1 - Thermoplastic ReflectORIZED Pavement Marking Application <i>Machine Application</i>	325,000	LF	.36	\$117,000-
2	TYPE 1 - Thermoplastic ReflectORIZED Pavement Marking Application <i>Hand Application</i>	80,000	LF	\$1.05	\$84,000-
3	TYPE 1 - Thermoplastic ReflectORIZED Pavement Lettering <i>Hand Application</i>	100	EA	\$110.00	\$11,000-
4	TYPE 1 - Thermoplastic ReflectORIZED Pavement Shapes <i>Hand Application</i>	400	EA	\$30.00	\$12,000-
5	TYPE 1 - Thermoplastic ReflectORIZED Pavement Symbols <i>Hand Application</i>	400	EA	\$128.00	\$51,200-
6	TYPE 2 - Paint Pavement Marking <i>Machine Application</i>	25,000	LF	.23	\$5,750-
7	TYPE 2 - Paint Pavement Marking <i>Hand Application</i>	5,000	LF	.70	\$3,500-
8	TYPE 2 - Paint Pavement Lettering <i>Hand Application</i>	100	EA	\$35.00	\$3,500-

City of Round Rock
Pavement Marking, Curb Painting Services and Related Products
Class/Item: 550/36, 630/66, 968/61
August 2015

ATTACHMENT A: BID FORM – PAGE 2

Item #	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
9	TYPE 2 - Paint Pavement Shapes <i>Hand Application</i>	400	EA	\$15.00	\$6,000 -
10	TYPE 2 - Paint Pavement Symbols <i>Hand Application</i>	400	EA	\$40.00	\$16,000 -
11	Marking Elimination	30,000	LF	.50	\$15,000 -
12	Raised Pavement Markers	1,000	EA	\$4.15	\$4,150 -
13	Curb Painting <i>(Lettering includes Fire Lanes, No parking, etc.)</i>	5,000	LF	.70	\$3,500 -
14	Bulk Thermoplastic ReflectORIZED Yellow	20	TON	\$1250 -	\$25,000 -
15	Bulk Thermoplastic ReflectORIZED White	20	TON	\$1250 -	\$25,000 -

ACKNOWLEDGEMENTS

By the signature hereon affixed, the Respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business. Further, by signing and submitting this response the Respondent acknowledges:

- That they have read and fully understand the solicitation and accept all terms and conditions set forth herein.
- The respondent is not currently delinquent in the payment of any debt owed to the City.

Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.

The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in Part III, Section 8 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?

☒ Yes

☐ No

Response shall include one (1) signed original and One (1) copy of response.

Terry Nix
Printed Name

[Signature]
Authorized Signature

9-15-15
Date

Failure to sign response will disqualify response.

* Items #14 & 15 are quoted using TxDOT Spec. material

JL

City of Round Rock
Pavement Marking, Curb Painting Services and Related Products
Class/Item: 550/36, 630/66, 968/61
August 2015

ATTACHMENT B:
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 15-035

RESPONDENT'S NAME: D.I.J. CONSTRUCTION, Inc.

DATE: 9-15-15

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name City of Georgetown
Name of Contact Bill Robinson
Title of Contact Traffic Dept.
E-Mail Address bill.robinson@georgetown.org
Present Address 300-1 Industrial
City, State, Zip Code Georgetown, Texas 78626
Telephone Number (512) 930-8151 Fax Number: (512) 930-8451

2. Company's Name Williamson County, Texas
Name of Contact Ron Roberts
Title of Contact Signs Supt.
E-Mail Address rroberts@wilco.org
Present Address 3151 S.E. Inner Loop Suite B
City, State, Zip Code Georgetown, TX 78626
Telephone Number (512) 930-3330 Fax Number: (512) 943-3335

3. Company's Name City of Lakeway, Texas
Name of Contact Dale DeLong
Title of Contact Public Works Director
E-Mail Address daledejong@lakeway-tx.gov
Present Address 1102 Lohmans Crossing
City, State, Zip Code Lakeway, TX. 78734-5159
Telephone Number (512) 608-9980 Fax Number: (512) 608-9946

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

City of Round Rock
Pavement Marking, Curb Painting Services and Related Products
Class/Item: 550/36, 630/66, 968/61
August 2015

**ATTACHMENT C:
ADDENDUM ACKNOWLEDGMENT FORM**

NOTE: If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____

Respondent (Company): D.I.J. Construction, Inc.

Signature (in ink): 

Name (Typed/printed): Terry Nix

Title: Vice President Date: 9-15-15

D.I.J. Construction, Inc.

P.O. Box 1609 2332 CR 252 BERTRAM, TX 78605

OFFICE: (512) 355-2766

FAX: (512) 355-2392

Summary of Qualifications

D.I.J. Construction, Inc. (Corporation founded in 1983) has been in the construction business for 31 years. In the late 1980's the company started putting down raised pavement markers and by 1994 we had started striping for TxDot and various companies and municipalities.

We currently have annual contracts with City of Georgetown (past 6 years), Williamson County (past 13 years), Bell County (past 10 years), City of College Station (past 4 years) City of Lakeway, City of Round Rock (past 6 years) and work closely with Burnet, Llano, Lampasas, and various other counties in the area. We are also currently working for the cities of Cedar Park, Temple, Austin, Leander, Pflugerville, Marble Falls and Horseshoe Bay to name a few.

We are continuously working on TxDot projects across the state as either a Prime Contractor or as a Sub-Contractor. As a Sub-Contractor we have worked for numerous contractors such as: Ramming Paving, Dan Williams Co., Austin Bridge & Road, Lone Star Paving, Viking Construction, Cox Paving, Cash Construction, Champion Site Prep, Chasco Contracting, Hunter Industries, Keystone Construction, Ranger Excavating, APAC-Texas, Dean Word Co., Newman and Keng Paving, Smith Contracting, Angel Brothers, McLean Construction, Alpha paving and others just in the Austin area.

D.I.J. Construction, Inc. has approximately 40+ employees. We have 6 field superintendents who are on the jobsite at all times. These superintendents, along with other employees, are trained in pavement markings and certified in traffic control by ATSSA and/or TEEX. All of our employees have been certified in flagging and operation of a forklift. Our employees are our biggest assets in providing safe and quality work for our customers. We have a safety program that consist of constant training, and weekly job safety meetings, that are put on by our superintendents, and monthly company wide safety meetings, that are held at our office and put on by our Safety Officer and Corporate officers. Employees are certified in First Aid & CPR and are renewed every 2 years along with defensive driving classes. All employees are furnished company shirts with the company name on them so they can be identified as our employees.

D.I.J. Construction, Inc. is a Corporation with 5 officers. They are:

Danny Floyd—President	(danny@dijsconstruction.com)
Terry Nix--Vice President	(terry@dijsconstruction.com)
Evan Floyd--Vice President	(evan@dijsconstruction.com)
Wynn Floyd—Treasurer	(wynn@dijsconstruction.com)
Robin Guenter—Secretary	(robin@dijsconstruction.com)

D.I.J. Construction, Inc. is a local owned and operated company that has built its reputation on quality work and customer service in a professional and safe manner.

D.I.J. Construction, Inc. – Job Personnel Contact Information

Terry Nix will be the Project Manager. He can be reached at 512-355-2766 or on his cell at 830-798-6434, or by email terry@dijsconstruction.com.

Ronnie Floyd is our Field Operations Supervisor and also our Safety Officer. Ronnie is responsible for overseeing our field crews and dispatching crews to various jobsites. He can be reached at 512-355-2766 or on his cell 830-798-6432, or by email ronnie@dijsconstruction.com.

Our Superintendents are:

Clifton McLeod	830-798-6433	(clifton@dijsconstruction.com)
James Parks	512-755-2712	(james@dijsconstruction.com)
Luke Stark	512-294-6477	(luke@dijsconstruction.com)
Gary Murphy	325-248-3706	(gary@dijsconstruction.com)
Jerry Marler	512-745-6456	(jerry@dijsconstruction.com)
Cody Bertelson	817-734-8596	(cody@dijsconstruction.com)

Our Superintendents along with our key personal in the office and shop have gone through the class and are certified for "Reasonable Suspicion" for drugs and alcohol use.

Our office is located at:

P.O. Box 1609
2332 CR 252
Bertram, Texas 78605
Office # 512-355-2766
Fax # 512-355-2392

D.I.J. Construction, Inc.--Project Listings:

- A. Current Prime Maintenance Contracts:(TxDot)
 - 1. Bryan District (10 counties)
 - 2. Brownwood District (9 Counties)
 - 3. Waco District (8 Counties)
- B. Prime Contracts: City and County
 - 1. Williamson County
 - 2. Bell County
 - 3. City of Lakeway, Texas
 - 4. City of Georgetown
 - 5. City of Round Rock
 - 6. City of Pflugerville (piggy backs)
 - 7. City of Cedar Park (piggy backs)
 - 8. City of College Station
- C. We have Sub-Contracts with the following Contractors:
 - Knife River
 - James Construction Group, L.L.C.
 - Viking Construction, Inc.
 - Big Creek Construction
 - Smith Contracting
 - TTG Utilities, Inc.
 - Dean Word Co. Ltd.
 - Prater Equipment Co. Inc.
 - Dan Williams Co.
 - Jay Mills Contracting, Inc.
 - Ramming Paving Co.
 - Newman & Keng Paving Co. Inc.
 - Austin Bridge & Road, LP
 - Hunter Industries, Ltd.
 - Cox Paving Co. LP / Blacktopper Technology
 - Alpha Paving
 - Austin Traffic Signals
 - Cash Construction Co., Ltd
 - APAC- Texas
 - Jay-Reese Contractors, Inc.
 - J.H. Strain & Sons, Inc.
 - Aaron Concrete Contractors, LP
 - Lone Star Paving
 - Chasco Contractors
 - Muniz Concrete

Reece Albert, Inc.
McLean Construction
SEMA Construction
Angel Brothers
Allen Keller Company
Ace Asphalt
Acme Bridge Company, Inc
Anderson Columbia Company
Archer-Western Contractors, Ltd
Bear Creek Construction, LLC
Multiple TXDOT Districts (Austin, Bryan, Waco, Brownwood, etc...)
Cholla Pavement Maintenance
A Greater Austin Development Co.
Ranger Excavating
Along with many others.....

Exhibit "A"