

**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK  
AGREEMENT FOR PURCHASE OF  
AGGREGATE MATERIAL FROM  
INDUSTRIAL ASPHALT AND AGGREGATE**

**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 aggregate material, 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 \_\_\_\_\_, 2016, 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 INDUSTRIAL ASPHALT AND AGGREGATE, whose offices are located at 9020 North Capital of Texas Highway, Building 2, Suite 250, Austin, Texas 78759 (referred to herein as the "Services Provider").

**RECITALS:**

WHEREAS, City desires to purchase aggregate material for the City's waterline, maintenance and roadway surface treatments, 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 16-002 dated January 2016; (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**

A. **Items Awarded.** All bid items on page eleven (11) of Exhibit “A” (“Attachment A: Bid Form”) are awarded to Services Provider.

B. **Scope of Work.** For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 16-002, dated January 2016). 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**

City agrees to pay Services Provider the amounts set forth on page eleven (11) of Exhibit “A” (“Attachment A: Bid Form”) for the bid items listed on said page.

#### **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 and as set forth at: [http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf).

#### **14.01 CITY'S REPRESENTATIVE**

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

Rick Whisenant  
Utility Inventory Specialist  
2008 Enterprise Drive  
Round Rock, Texas 78664  
(512) 218-5568

#### **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:**

Industrial Asphalt and Aggregate  
9020 North Capital of Texas Highway  
Building 2, Suite 250  
Austin, TX 78759

**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 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: \_\_\_\_\_

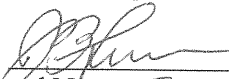
**Attest:**

By: \_\_\_\_\_  
Sara White, City Clerk

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

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

**Industrial Asphalt and Aggregate**

By:  \_\_\_\_\_  
Printed Name: BAILEY LEWIS  
Title: Sales Manager  
Date Signed: 5-5-16



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

## **INVITATION FOR BID**

**Aggregate Materials**

**SOLICITATION NUMBER 16-002**

**JANUARY 2016**

**Exhibit "A"**

**CITY OF ROUND ROCK  
INVITATION FOR BID  
Aggregate Materials**

**PART I  
GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks quotes with a qualified Individual, Firm or Corporation, hereafter referred to as "Respondent", to provide "Aggregate Materials" for the City's waterline maintenance and roadway surface treatments, herein after "Materials". These materials shall comply with the Texas Department of Transportation (TxDOT) specifications contained herein. The format of this bid seeks pricing on aggregate materials delivered to the City and also pricing on the City picking-up the aggregate materials from the awarded Contractor's nearest site.
2. **BACKGROUND:** The City of Round Rock has requested aggregate materials on an as needed basis for delivery to the City of Round Rock as well as picked up aggregate materials from Contractor's site.
3. **ATTACHMENTS:** Attachment A through C, are herein made part of this invitation for bid:
  - 3.1 **Attachment A:** Bid Sheet
  - 3.2 **Attachment B:** Reference Sheet
  - 3.3 **Attachment C:** Addendum Acknowledgment Form
4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

**Mike Schurwon, CPPB, CTPM**  
**Purchaser**  
**Purchasing Department**  
**City of Round Rock**  
**E-mail: [mschurwon@roundrocktexas.gov](mailto:mschurwon@roundrocktexas.gov)**

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

5. **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:
  - 5.1. Be firms, corporations, individuals or partnerships normally engaged in providing aggregate materials as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
  - 5.2. 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 equipment and tools Respondent deems necessary to provide for the delivery of aggregate materials. The City shall not be responsible for any Respondent's tools or equipment lost or damaged during the performance of the services specified herein;

City of Round Rock  
Aggregate Materials  
IFB No. 16-002  
Class/Items: 745-02, 750-35, 750-52, 750-56  
January 2016

- 5.3. In order to assure the City does not encounter shipping/service delays or unforeseen problems that can occur with out-of-area vendors, respondent's aggregate material site shall be located within 60 - 120 miles of the City of Round Rock.
- \_\_\_\_ Vendor located within 60 miles from Round Rock, Texas 78665
- \_\_\_\_ Vendor located within 120 miles from Rock, Texas 78665
- 5.4. 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;
6. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in providing Aggregate Materials.
7. **DAMAGE:** The 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 usage.
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:
- 8.1. 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;
- 8.2. 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;
- 8.3. 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. **PRICING:** The Respondent shall determine and submit a fixed cost for the delivery of all aggregate materials 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.
10. **PRICE INCREASE:** Contract prices for Aggregate Materials shall remain firm throughout the initial twelve (12) 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.
- 10.1. **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/>.

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**10.2. Procedure to Request Increase:**

**10.2.1.** 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**

**10.2.2.** 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.

- 11. AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
- 11.1** The term of the initial agreement shall be for three (3) consecutive twelve (12) month periods from the effective date of award.
  - 11.2** 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.
  - 11.3** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
  - 11.4** 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 with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.
- 12. ACCEPTANCE/INSPECTION:** Aggregate material deliveries shall be made on an as needed basis Monday through Friday to the specified locations outlined in the bid form for each delivery location. The awarded Contractor will be notified within one (1) business day if the aggregate materials delivered are not in full compliance with the specifications. In the event the aggregate materials did not performed to the satisfaction of the City of Round Rock wastewater line maintenance, the City shall notify awarded Contractor the same business day in order to re-schedule aggregate materials for the specific pickup. If any agreement or purchase order is cancelled for non-acceptance, the needed aggregate materials may be purchased elsewhere and the vendor may be charged liquidated damages.

**PART II**  
**SPECIFICATIONS**

1. **SCOPE:** The City of Round Rock is requesting invitation for bids for aggregate materials for the City of Round Rock. The successful bidder shall be required to make deliveries to various City locations as defined in these specifications. The City may also elect to pick up aggregate materials from awarded Contractor's site.
  2. **PRODCUT SPECIFICATIONS:** The City requires TxDOT flexible (Unbound) base material, Item 247, Type A, Grade 2 and Grade 5. All aggregate materials shall be delivered to the following:
    - 2.1. Aggregate TxDOT Item 247, Type A, Grade 2 = TCS Item #111: Tested Super Flex Base  
Delivered To: 910 Luther Peterson Place, Round Rock, Texas 78665
    - 2.2. Aggregate TxDOT Item 247, Type A, Grade 5 = TCS Item #265: 3/8" – 7 Mesh, Type F  
Delivered To: 910 Luther Peterson Place, Round Rock, Texas 78665
    - 2.3. Aggregate TxDOT Item 247, Type A, Grade 2 = TCS Item #111: Tested Super Flex Base  
Pick Up: City of Round Rock – Waterline Maintenance to pick up from Contractor quarry location
    - 2.4. Aggregate TxDOT Item 247, Type A, Grade 5 = TCS Item #265: 3/8" – 7 Mesh, Type F  
Pick Up: City of Round Rock – Waterline Maintenance to pick up from Contractor quarry location
    - 2.5. Product alternate will not be considered;
    - 2.6. Specifications can be viewed on the TxDOT website at:  
<http://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>
- NOTE: Delivery and pickup dates exclude the City of Round Rock holidays as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day (and either working day before or after).
3. **PRODUCT DOCUMENTATION:** TxDOT documentation supporting aggregate material compliance will be required to be provided by the awarded Contractor.
  4. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
    - 4.1. **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.
    - 4.2. **The City's designated representative:** The City's designated representative shall be:  
**Rick Whisenant**  
**Utility Inventory Specialist**  
**City of Round Rock**  
[rwhisenant@roundrocktexas.gov](mailto:rwhisenant@roundrocktexas.gov)
  5. **WORKFORCE:** Successful Respondent shall:

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IFB No. 16-002  
Class/Items: 745-02, 750-35, 750-52, 750-56  
January 2016

- 5.1. Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
  - 5.2. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
  - 5.3. 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.
6. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
7. **PERMITS:** The successful respondent shall obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified herein.

### **PART III**

#### **SCHEDULE AND RESPONSE INSTRUCTIONS**

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

EVENT	DATES
Solicitation released	January 7 2016
Deadline for submission of questions	January 14, 2016 @ 5:00 PM, CST
City responses to questions or addendums	January 15, 2016 @ 5:00 PM, CST
Deadline for submission of responses	January 21, 2016 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by January 13, 2016, @ 5:00 p.m., 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>.

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.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, 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 January 21, 2016 @ 3:00 p.m., on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

City of Round Rock  
Attn: Mike Schurwon, CPPB, CTPM  
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.
5. **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:
  - 5.1 Purchase price;
  - 5.2 Reputation of Respondent and of Respondent's goods and services;
  - 5.3 Quality of the Respondent's goods and services;
  - 5.4 The extent to which the goods and services meet the City's needs;
  - 5.5 Respondent's past performance with the City;
  - 5.6 The total long-term cost to the City to acquire the Respondent's goods or services;
  - 5.7 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.
6. **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>.
7. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
  - 7.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
  - 7.2 Provide City contact(s) information for implementation of agreement.
  - 7.3 Identify specific milestones, goals and strategies to meet objectives.
8. **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

City of Round Rock  
Aggregate Materials  
IFB No. 16-002  
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question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

- 9 **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 two (2) copies 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:** 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:** 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:** Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

#### **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>.

**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>.
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

City of Round Rock  
Aggregate Materials  
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- 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.

**ATTACHMENT A: BID FORM**

City of Round Rock  
Aggregate Materials  
IFB No. 16-002  
Class/Items: 745-02, 750-35, 750-52, 750-56  
January 2016

**PURCHASING DEPARTMENT**  
**221 E. Main Street • Round Rock, Texas 78664-5299**

<b>SOLICITATION INFORMATION</b>	<b>Solicitation Number:</b> #16-002 <b>Solicitation Name:</b> Aggregate Materials <b>Opening Date:</b> January 21, 2016 <b>Opening Time:</b> On or Before 3:00 p.m. CST <b>Opening Location:</b> City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664	<b>RESPONDENT INFORMATION</b>	<b>Tax ID Number:</b> 74-2766027 <b>Business Name:</b> Industrial Asphalt & Aggregates <b>Address:</b> 9020 N. Capital of TX Hwy Bldg. II, Ste. 250, Austin TX <b>Contact:</b> Padraic Dillon <b>Telephone:</b> 908-489-4995 <b>E-mail:</b> padraic.dillon@austinmaterials.com <b>Website:</b> austinmaterials.com
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<b>HOW DID YOU HEAR ABOUT THIS SOLICITATION?</b>	<input type="checkbox"/> Newspaper <input type="checkbox"/> City's Website <input checked="" type="checkbox"/> E-mail Announcement <input type="checkbox"/> ESBD <input type="checkbox"/> Other
<b>1st TIME RESPONDING TO THE CITY?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>ARE YOU REGISTERED WITH VENDOR CENTRAL?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Register at: <a href="http://roundrocktexas.gov/vendorcentral">roundrocktexas.gov/vendorcentral</a>

Bidder(s) to quote pricing to provide Aggregate Materials as follows:					
Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Aggregate TxDOT, Item 247, Type A, Grade 2 = Texas Crushed Stone, Item #111: Tested Super Flex Base <b>Delivered To: 910 Luther Peterson Place, Round Rock, Texas 78665</b>	5,000	Ton	\$12.25	\$61,250
2	Aggregate TxDOT, Item 247, Type A, Grade 2 = Texas Crushed Stone, Item #111: Tested Super Flex Base <b>Pick Up: City of Round Rock - Waterline Maintenance to pick up from Contractor quarry.</b>	5,000	Ton	\$7.25	\$36,250
3	Aggregate TxDOT, Item 247, Type A, Grade 5 = Texas Crushed Stone, Item #265: 3/8" – 7 Mesh, Type F <b>Delivered To: 910 Luther Peterson Place, Round Rock, Texas 78665</b>	2,000	Ton	\$12.25	\$24,500
4	Aggregate TxDOT, Item 247, Type A, Grade 5 = Texas Crushed Stone, Item #265: 3/8" – 7 Mesh, Type F <b>Pick Up: City of Round Rock - Waterline Maintenance to pick up from Contractor quarry.</b>	2,000	Ton	\$7.25	\$14,500

NOTE: Above aggregate must meet TxDOT, Item 247, Type A, Grade 2 or TCS, Item #111, TxDOT, Item 247, Type A, Grade 5 or TCS Item #265 or approved equal.

City of Round Rock  
Aggregate Materials  
IFB No. 16-002  
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**ATTACHMENT B:  
RESPONDENT'S REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

**SOLICITATION NUMBER:** IFB No. 16-002

**RESPONDENT'S NAME:** Industrial Asphalt & Aggregates      **DATE:** January 15, 2016

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        | <u>Travis County Purchasing</u>              |                      |
|    | Name of Contact       | <u>Rachel Fishback</u>                       |                      |
|    | Title of Contact      | <u>Buyer</u>                                 |                      |
|    | E-Mail Address        | <u>rachel.fishback@traviscountytexas.gov</u> |                      |
|    | Present Address       | <u>PO Box 1748</u>                           |                      |
|    | City, State, Zip Code | <u>Austin TX 78767</u>                       |                      |
|    | Telephone Number      | <u>(512 ) 854-9700</u>                       | Fax Number: (      ) |
|    |                       |  |                      |
| 2. | Company's Name        | <u>Williamson County Purchasing</u>          |                      |
|    | Name of Contact       | <u>Connie Singleton</u>                      |                      |
|    | Title of Contact      | <u>Senior Purchase Specialist</u>            |                      |
|    | E-Mail Address        | <u>csingleton@wilco.org</u>                  |                      |
|    | Present Address       | <u>901 S Austin Ave</u>                      |                      |
|    | City, State, Zip Code | <u>Georgetown, TX 78626</u>                  |                      |
|    | Telephone Number      | <u>(512 ) 943-1553</u>                       | Fax Number: (      ) |
|    |                       |  |                      |
| 3. | Company's Name        | <u>City of Bastrop</u>                       |                      |
|    | Name of Contact       | <u>Trey Job</u>                              |                      |
|    | Title of Contact      | <u>Public Works Director</u>                 |                      |
|    | E-Mail Address        | <u>tjob@cityofbastrop.org</u>                |                      |
|    | Present Address       | <u>1209 Linden Street</u>                    |                      |
|    | City, State, Zip Code | <u>Bastrop TX 78602</u>                      |                      |
|    | Telephone Number      | <u>( 512 ) 332-8920</u>                      | Fax Number: (      ) |

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

City of Round Rock  
Aggregate Materials  
IFB No. 16-002  
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January 2016

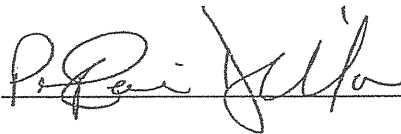
**ATTACHMENT C:  
ADDENDUM ACKNOWLEDGMENT FORM**

**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):** Industrial Asphalt & Aggregates

**Signature (in ink):** 

**Name (Typed/printed):** Padraic Dillon

**Title:** Aggregates Manager **Date:** January 15, 2016



**INDUSTRIAL  
ASPHALT**

9020 North Capital of TX Hwy., Building II, Suite 250  
Austin, Texas 78759



TO:

City of Round Rock  
Aggregates Materials  
Bid No. 16-002  
January 21, 2016  
3:00pm



Award Recommendation – Utilities and Environmental Services  
Aggregate Materials  
Class/Item: 745-02, 750-35, 750-52, 750-56  
January 2016



### Award Recommendation

TO: E.E. (Ric) Bowden, CPPB  
Contract Management  
City of Round Rock

FROM: Michael Schurwon, CPPB, CTPM  
Purchaser  
City of Round Rock

RE: Invitation for Bid No. 16-002  
Aggregate Materials

DATE: January 21, 2016

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Invitation for bids were solicited in accordance with IFB No. 16-002 for aggregate materials for the City of Round Rock – Department of Utilities and Environmental Services.

Based on a total of three (3) bid responses received from Industrial Asphalt & Aggregates, Superior Crushed Stone, and Whittlesey Landscape Supply, Utilities and Environmental Services recommends the below respondent for a contract award with the City of Round Rock. See attached references from City of Bastrop and Travis County.

Awarded Vendor: Industrial Asphalt & Aggregate

Approved Division Director: \_\_\_\_\_

Printed Name: Francisco Vincent  
Utility Operations Manager

Date: 3/24/16

CC: File

01/21/2016 @ 3:00 p.m.

Aggregate Materials										
IFB No. 16-002										
Item No.	Description	Quantity	Unit Price	Extended Price	Quantity	Unit Price	Extended Price	Quantity	Unit Price	Extended Price
1	Aggregate TxDOT Item 247, Type A, Grade 2, TCS #111, Tested Super Flex Base Delivered To: 910 Luther Peterson Place Round Rock, TX 78665	5000	\$15.50	\$77,500.00	5000	\$17.61	\$88,050.00	5000	\$12.25	\$61,250.00
2	Aggregate TxDOT Item 247, Type A, Grade 2, TCS #111, Tested Super Flex Base Delivered To: CoRR - Waterline Maintenance Pick-up	5000	\$5.50	\$27,500.00	5000	\$17.61	\$88,050.00	5000	7.25	\$36,250.00
3	Aggregate TxDOT Item 247, Type A, Grade 5, TCS #265, 3/8"-7 Mesh, Type F Delivered To: 910 Luther Peterson Place Round Rock, TX 78665	2000	\$21.30	\$42,600.00	2000	\$29.17	\$58,340.00	2000	12.25	\$24,500.00
4	Aggregate TxDOT Item 247, Type A, Grade 5, TCS #265, 3/8"-7 Mesh, Type F Delivered To: CoRR - Waterline Maintenance Pick-up	2000	\$11.30	\$22,600.00	2000	\$29.17	\$58,340.00	2000	7.25	\$14,500.00
TOTAL:				\$170,200.00			\$292,780.00			\$136,500.00