

# EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT  
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION  
TRADES SERVICES (DRYWALL TRADE) FROM  
TRINI CONSTRUCTION BUILDER, LLC**

**THE STATE OF TEXAS**

**CITY OF ROUND ROCK**

**COUNTY OF WILLIAMSON  
COUNTY OF TRAVIS**

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**KNOW ALL BY THESE PRESENTS:**

This Agreement for on-site services in the nature of general building construction trades services (drywall) to be performed on and in various commercial and residential City-owned or City-occupied buildings on a directed as-needed basis, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the 29<sup>th</sup> day of the month of July, 2018, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and TRINI CONSTRUCTION BUILDER, LLC, referred to herein as "Trini Construction." This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

**RECITALS:**

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

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

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

**NOW, THEREFORE, WITNESSETH:**

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

**1.01 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Trini Construction whereby City is obligated to buy specified services and Trini Construction is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 18-005 (b) Trini Construction's Response to IFB; (c) contract award; and

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

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

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

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

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

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

F. **Trini Construction** means Trini Construction Builder, LLC, or any of its successors or assigns.

## **2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS**

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

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

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

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

### 3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Trini Construction to supply the services as outlined in IFB Solicitation Number 18-005; and Response to IFB submitted by Trini Construction, 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 Trini Construction in its Response to the IFB.

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

### 4.01 DUAL PROVIDERS OF SERVICES

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

### 5.01 ITEMS AWARDED

Only if, as, and when needed by City, drywall services are awarded to Trini Construction in accordance with bid items shown on Attachment A – Bid Sheet of Exhibit "A," as follows:

Drywall	
Installer/Framer Hourly Labor Rate	\$23.00 (no minimum hours)
Installer/Framer Overtime Hourly Labor Rate	\$34.50 (no minimum hours)
Drywall Helper Hourly Labor Rate	\$20.00 (no minimum hours)
Overtime Drywall Helper Hourly Labor Rate	\$30.00 (no minimum hours)

Materials (if on Cost-Plus basis)	
Percentage Markup	20%

### 6.01 COSTS

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

B. Trini Construction specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **Seventy-Five Thousand and No/100 Dollars (\$75,000.00) per year** for Trini Construction's services

combined with the dual provider's services for a total not-to-exceed amount of **Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00)** for the term of this Agreement.

#### **7.01 INVOICES**

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

- A. Name and address of Trini Construction;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

#### **8.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

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

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

#### **9.01 NON-APPROPRIATION AND FISCAL FUNDING**

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

#### **10.01 PROMPT PAYMENT POLICY**

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

September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

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

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

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

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

#### **11.01 GRATUITIES AND BRIBES**

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

#### **12.01 TAXES**

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

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

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

#### **14.01 INSURANCE**

Trini Construction shall meet all requirements as stated in Part II, Section 2 of the attached IFB Solicitation Number 18-012.

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

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

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

#### **16.01 RIGHT TO ASSURANCE**

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

#### **17.01 DEFAULT**

If Trini Construction abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, Trini Construction 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.

Trini Construction shall be declared in default of this Agreement if it does any of the following:

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

#### **18.01 TERMINATION AND SUSPENSION**

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

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

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

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

#### **19.01 INDEMNIFICATION**

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

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

A. Trini Construction, its agents, employees and subcontractors shall use best efforts to comply with all federal and state laws, City's Charter and Ordinances, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Trini Construction 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 or the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination Systems (TPDES). JNA agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. Trini Construction agrees to comply with the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, Trini

Construction agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Trini Construction verifies Trini Construction does not boycott Israel and will not boycott Israel during the term of this Agreement.

## **21.01 ASSIGNMENT AND DELEGATION**

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

## **22.01 NOTICES**

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

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

### **Notice to Trini Construction:**

Trini Construction Builder, LLC  
PO Box 81431  
Austin, TX 78708

### **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 Trini Construction.

## **23.01 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions



herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

#### **24.01 EXCLUSIVE AGREEMENT**

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

#### **25.01 DISPUTE RESOLUTION**

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

#### **26.01 SEVERABILITY**

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

#### **27.01 MISCELLANEOUS PROVISIONS**

**Standard of Care.** Trini Construction 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.** Trini Construction understands and agrees that time is of the essence and that any failure of Trini Construction to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Trini Construction 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 Trini Construction'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 Trini Construction shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

**IN WITNESS WHEREOF,** City and Trini Construction have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

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

**For City, Attest:**

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

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

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

**Trini Construction Builder, LLC**

By: Reginald Klorids  
Printed Name: Reginald Klorids  
Title: Owner  
Date Signed: July 29, 2018



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

**INVITATION FOR BID (IFB)**

**DRYWALL SERVICES**

**SOLICITATION NUMBER 18-005**

**March 2018**

**DRYWALL SERVICES  
PART I  
GENERAL REQUIREMENTS**

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

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

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

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

City of Round Rock  
Drywall Services  
IFB No. 18-005  
Class/Item: 910-75  
March 2018

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

**Oscar Wise, CTCM**  
**Purchaser**  
**Purchasing Division**  
**City of Round Rock**  
**Phone: 512-218-5456**  
**E-mail: [owise@roundrocktexas.gov](mailto:owise@roundrocktexas.gov)**

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

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

EVENT	DATE
Solicitation released	March 12th, 2018
Optional Pre-Bid meeting	March 22 <sup>nd</sup> , 2018 @ 9:30 AM, CST
Deadline for submission of questions	March 27 <sup>th</sup> 2018 @ 5:00 PM, CST
City responses to questions or addendums	March 30 <sup>th</sup> 2018 @ 5:00 PM, CST
<b>Deadline for submission of responses</b>	<b>April 9<sup>th</sup> 2018 @ 3:00 PM, CST</b>

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

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

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **PRE-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the specifications and bid submittal requirements. The pre-bid meeting will be conducted on the date specified in PART I Section 5-Schedule of Events.
- 7.1 Attendance at the pre-bid meeting is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance.
- 7.2 **Executive Conference Room - City Hall Council Chambers**  
**221 East Main St**  
**Round Rock, Texas 78664**  
**On-Site Cell Phone: 512-534-1287**
- 7.3 Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting.

8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock  
Attn: Oscar Wise  
Purchasing Department  
221 E. Main Street  
Round Rock, Texas 78664-5299

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

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

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

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

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

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

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

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

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

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

**10.8 EVALUATION FACTORS**

Total 100% Points

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

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

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

- 12. CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**PART II**  
**DEFINITIONS, STANDARD TERMS AND CONDITONS**  
**AND INSURANCE REQUIREMENTS**

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

**PART III**  
**SUPPLEMENTAL TERMS AND CONDITONS**

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



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

**Attachment C- Prevailing Wage Rates are posted in Solicitation Documents for IFB No. 18-005 Drywall Services on the City of Round Rock website at:**

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

5. **PRICING:** The Bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.

6. **PRICE INCREASE:** Contract prices for Drywall Services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item.

6.1 **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.

**6.2 Procedure to Request Increase:**

- 6.2.1 Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

**City of Round Rock  
Purchasing Department  
Attn: Contract Specialist  
221 East Main Street  
Round Rock, TX 79664-5299**

- 6.2.2 Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

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

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

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

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

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

**15. INTERLOCAL PURCHASING AGREEMENTS**

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

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

**PART IV  
SPECIFICATIONS**

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

- 4.3 The City will provide the Contractor, the Designated Contact person, and any employees required for the work, access to the sites where services are required upon approval of the City's designated representative. The City's designated representative shall issue security badges to all Respondent's employees assigned to a project. All employees shall be required to wear the badge in a visible manner at all times while on City property.
5. **DRYWALL INSTALLER/FRAMER REQUIREMENTS:** The following contains the minimum requirements and experience for Drywall installation, repair and finishing services required by the City. The Contractor shall ensure that all personnel are skilled and qualified to perform the services as requested.
- 5.1 Contractor shall have a working knowledge of commercial and residential drywall installation, repair and finishing work to include work with metal studs.
- 5.2 The functions shall include but not be limited to: lay out projects, install all drywall units, repair drywall units, finishing work and other drywall work as described by the project manager.
- 5.3 Contractor must be familiar with and have a working knowledge of all tools and equipment applicable to the drywall trade, and have extensive knowledge of building materials.
- 5.4 Contractor must be able to work unsupervised and run a crew.
- 5.5 The Drywall Installer/Framer shall have at least five (5) years' experience and a minimum of three (3) years' commercial experience and possess all the necessary tools required to complete projects specified by the City.
- 5.6 It is the responsibility of the Contractor to supervise their employees and to assure that the work crew acts in a professional manner in regards to conduct, dress and language. Employees that are found to be non-compliant with these requirements shall be removed by the Contractor from City property.
6. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the city shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
- 6.1 The City shall be provided with the designated person's name and telephone number.
- 6.2 This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person due to termination, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
- 6.3 Answering machines are unacceptable as a point of contact.
- 6.4 The contact person shall be identified on the Solicitation document and may be required to attend an oral presentation to the selection team prior to award of contract.
7. **WARRANTY:** Successful Respondent shall provide a one (1) year warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.
8. **RESPONSE TIME:** Response times shall be as follows:
- 8.1 **Regular business hours** shall be from 7:00 AM to 6:00 PM.

**8.2 Non-Emergency Service Calls:** Successful Respondent shall respond and provide a written estimate for non-emergency service calls within two (2) days and begin work within five (5) days of the original request.

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

nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done and the equipment, materials and labor required.  
Inspection must be scheduled by contacting the City's designated representative.

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



**CITY OF ROUND ROCK  
INVITATION FOR BID (IFB)  
DRYWALL SERVICES**

**IFB No. 18-005      Addendum No. 1      Date of Addendum: 03/30/18**

Addendum No. 1, dated Friday, 03/30/18 is being issued to respond to all questions submitted by the deadline on Wednesday, 03/27/18 @ 5 p.m. for IFB No. 18-005 – Drywall Services, as outlined below:

**SECTION A: QUESTIONS And ANSWERS:**

1. Question: Will this be a one (1) year or two (2) year contract?  
Answer: This will be a five (5) year contract.
2. Question: Will detail sheets be made available?  
Answer: You will receive a Scope of Work for each job.
3. Question: Will an OSHA 10 be required?  
Answer: No.
4. Question: What are the Emergency Call time-frames?  
Answer: Respondent will respond to an emergency call within 24 hours to arrive onsite and determine the issue. Respondent then has 48 hours from the first call to start work.
5. Question: Are Payment and Performance Bonds required?  
Answer: No.
6. Question: Is there a job limit amount?  
Answer: Yes. No one job will be more than \$50,000.00 and the spend for the year will be no more than \$75,000.00
7. Question: Will framing be included with the Drywall contract or the Carpentry Contract?  
Answer: It will be included in the Drywall contract.

Approved by: Oscar Wise  
Oscar Wise, Purchaser

Date: 3/30/18

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



**ATTACHMENT A  
BID SHEET**

- 1. ATTACHMENT A- BID SHEET is posted in Solicitation Documents for IFB No. 18-005 Drywall Services ] in an Excel format on the City of Round Rock website at:**

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

- 1.1** In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
- 1.2** The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
- 1.3** In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
- 1.4** By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business.
- 1.5** The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

**Attachment A- Bid Sheet**  
**Drywall Services**  
**IFB-No. 18-005**

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 18-005 Drywall Services. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein. An anticipated total contract award will be made by the City in an amount not to exceed \$75,000 per year.

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

Cost - Total 60% Points			
No.	Description	Unit	Unit Cost
1	Drywall Installer/Framer Regular Hourly Labor Rate	Per Hour	\$ 23.00
2	Drywall Installer/Framer Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	Per Hour	\$ 34.50
3	Drywall Helper Regular Hourly Labor Rate	Per Hour	\$ 20.00
4	Drywall Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	Per Hour	\$ 30.00
5	(Information Only) Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	Percentage Markup	20%

**Attachment D - Respondent Questionnaire- Total 40% Points**

\*10% Points for staff training and development

\* 5% Points for vehicle and equipment list

\* 25% Points for company and individual work experience

COMPANY NAME: Trini Construction

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Larry Cross

PRINTED NAME: Larry Cross

PHONE NUMBER: 512 282-2262 / 512 844-2474

EMAIL ADDRESS: lcross@trini.constructionbuilder.com

ACKNOWLEDGED:

Trio Construction  
Vendor

Ray Crow  
Authorized Signature

04/09/2018  
Date

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

ATTACHMENT B:  
BIDDERS REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 18-005  
RESPONDENT'S NAME: Trini Construction DATE: 04/09/2018

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

1. Company's Name City of Austin  
Name of Contact Sermain Defreeze  
Title of Contact Building Services Manager  
E-Mail Address Sermain.defreeze@austin.texas.gov  
Present Address 411 Chicon Street  
City, State, Zip Code Austin, Texas 78711  
Telephone Number (512) 945-4804 Fax Number: ( )
  
2. Company's Name Central Health  
Name of Contact Gary Brady  
Title of Contact Facility's Manager  
E-Mail Address gary.brady@centralhealth.net  
Present Address 2901 Montopolis Drive  
City, State, Zip Code Austin, Texas 78741  
Telephone Number (512) 978-8177 Fax Number: ( )
  
3. Company's Name City of Austin  
Name of Contact Don Hopkins  
Title of Contact Facility's Maintenance Manager  
E-Mail Address don.hopkins@austintexas.gov  
Present Address 411 Chicon Street  
City, State, Zip Code Austin, Texas 78711  
Telephone Number (512) 974-1723 Fax Number: ( )

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

**ATTACHMENT C  
PREVAILING WAGE**

1. **Attachment C- Prevailing Wage Rates are posted in Solicitation Documents for IFB No. 18-005 Drywall Services on the City of Round Rock website at:**

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

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

**TRINI Construction Builder, LLC**  
**Drywall References**  
**IFB NO. 18-005**

**Company Name:** CITY OF AUSTIN  
**Name & Title of Contact Person:** Jermain Defreeze (Building Services Manager)  
**Present Address:** 411 Chicon Street  
**City, State, Zip:** Austin Texas 78711  
**Phone Number:** 512.945.4804  
**Email Address:** [Jermain.defreeze@austintexas.gov](mailto:Jermain.defreeze@austintexas.gov)

**Company Name:** CENTRAL HEALTH  
**Name & Title of Contact Person:** Gary Brady (Facility's Manager)  
**Present Address:** 2901 Montopolis Dr  
**City, State, Zip:** Austin Texas 78741  
**Phone Number:** 512.978.8177  
**Email Address:** [gary.brady@centralhealth.net](mailto:gary.brady@centralhealth.net)

**Company Name:** CITY OF AUSTIN  
**Name & Title of Contact Person:** Don Hopkins (Facility's Maintenance Manager)  
**Present Address:** 411 Chicon Street  
**City, State, Zip:** Austin Texas 78711  
**Phone Number:** 512.974.1723  
**Email Address:** [don.hopkins@austintexas.gov](mailto:don.hopkins@austintexas.gov)

## ATTACHMENT C- PREVAILING WAGE

### 2016 ANNUAL TEXAS WORFORCE COMMISSION WAGE

#### RATES

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

## ATTACHMENT C- PREVAILING WAGE

### 2016 ANNUAL TEXAS WORKFORCE COMMISSION WAGE RATES

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



**ATTACHMENT C- PREVAILING WAGE**

**2016 ANNUAL TEXAS WORKFORCE COMMISSION WAGE RATES**

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

**ATTACHMENT D  
RESPONDENT QUESTIONNAIRE  
40% Points**

Name of Business:	Trini Construction
Physical Address of Headquarters (HQ):	P.O. Box 81431 Austin, TX 78758
Physical Address of Serving Branch: (if different address from HQ)	Same as Above.

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

Number of Employees:	12
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4. How many years has your company been in the Commercial Drywall Business?

Number of years in the commercial Drywall business:	20+
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5. EXPERIENCE: On a separate sheet of paper describe relevant company and individual experience for the personnel who will be actively engaged in the performance of this contract. (25% Points)
  - Company work experience: Describe recent company work experience (2 years or less) for at least 2 commercial contracts for Drywall Services
  - Individual Work Experience- Include the resume of the owner and lead personnel as well as supporting documentation as applicable; such as certifications, licenses and years of experience.

**TRINI Construction Builder, LLC**  
**Drywall Work Experience**  
**IFB NO. 18-005**

- 1. Within the past 2 years our company has been fortunate to acquire City of Austin maintenance contract. We are in the process of renovating and restoring the Fire Stations in Austin that includes office buildings exteriors and interiors (drywall).**
- 2. We have a team of 12 experience employees (framing & drywall) that has the ability to perform multiple scopes of works; our team can flex to several projects and maintain quality and safety, includes timely and efficiently.**
- 3. Experience Foreman: Valentin Hernandez has 15 plus years in construction /drywall, and also 5 plus years managing employees, including construction jobsites.**
- 4. Our team of employees are OSHA 10 certified.**

# TRINI Construction Builder, LLC

## Company Profile Resume Worksheet

(Use to market your company at pre-bid conferences; Bonding & Insurance Application; Networking, Marketplaces & Expos; Banking; and MBE/WBE Certification Application)

Company name: TRINI Construction Builder, LLC  
Company Address: PO Box 81431  
City/State/Zip Code: Austin, Texas 78708  
Owner(s): Reginald Worlds Title: Operations Manager  
Title: Project Manager (Larry Cross)  
Contact Person: Reginald Worlds  
Telephone: 512.282.2262 Fax: N/A  
Email address: info@triniconstructionbuilder.com

Business Structure: Corporation (LLC)

City certification Date: Expires 12/05/2020 Gender:   x   Male        Female

Company Performs as a:   X   General Contractor   x   Subcontractor        Supplier

Trade Service(s) Provided:

1. Foundation	7. Paint Interior/Exterior	13. Landscape
2. Concrete/flatwork	8. Drywall / sheetrock	14. Counter tops (granite, marble, tile, etc.)
3. Flooring (carpet, VCT, tile)	9. Roofing	15. Framing
4. Masonry - Rock, retaining walls, Bricks, & CMU blocks	10. Irrigation system	16. Insulation
5. Plumbing	11. Decking	17. Cabinets
6. Punch work	12. HVAC	18. Paint striping & Others

Years in Business:   15   Number of Employees:   Ten    
Bonding capacity:   700K   Bonding Company: Avail. Upon request  
Liability Insurance:   2M   Insurance Company: Allstate Ins.  
Workers Compensation:   1M   Bank Name: Avail. Upon request  
Vehicle Coverage:   Yes   3 Supplier References: McCoy's  
Electrical Cons. Distr.  
Lone Star Material

### List of Projects:

Project Name	City Of Austin (Maintenance Contract)	Project Name	Greenwater Block 3
Owner	City Of Austin (See above resume)	Owner	Greenwater (HCBeck, LTD as GC)
Contract Amount	\$1.2M	Contract Amount	400K
Date Completed	Ongoing	Date Completed	June 2017
Contact Person	References provided upon request	Contact Person	References provided upon request

<b>Project Name</b>	University of Texas (Welch Hall Phase II)	<b>Project Name</b>	City of Austin
<b>Owner</b>	University of Texas (Construction Cleaning)	<b>Owner</b>	Fire Dept. – General construction (drywall, framing, masonry, cabinets, counter tops, concrete)
<b>Contract Amount</b>	\$136K	<b>Contract Amount</b>	100K
<b>Date Completed</b>	Est: July 2016	<b>Date Completed</b>	Est: Sep 2016
<b>Contact Person</b>	References provided upon request	<b>Contact Person</b>	References provided upon request

<b>Project Name</b>	Texas A&M (NCTM Renovation)	<b>Project Name</b>	University of Texas
<b>Owner</b>	Texas A&M (Concrete piers, carton form, drives, curves, handicap ramps, pads, stoops & sidewalks)	<b>Owner</b>	University of Texas (Decking installation)
<b>Contract Amount</b>	\$166K	<b>Contract Amount</b>	95K
<b>Date Completed</b>	100% - Dec 2013	<b>Date Completed</b>	Est: June 2016
<b>Contact Person</b>	References provided upon request	<b>Contact Person</b>	References provided upon request

<b>Project Name</b>	WTP #4 Transformer	<b>Project Name</b>	2011 Misc Street Overlay
<b>Owner</b>	City of Austin (Concrete drives, curves, handicap ramps, pads, gutters & sidewalks)	<b>Owner</b>	City of Austin (Concrete drives, curves, handicap ramps, pads, gutters, asphalt & sidewalks)
<b>Contract Amount</b>	\$350K	<b>Contract Amount</b>	\$212K
<b>Date Completed</b>	Dec 2015	<b>Date Completed</b>	June 2012
<b>Contact Person</b>	References provided upon request	<b>Contact Person</b>	References provided upon request

<b>Project Name</b>	Residential Custom Homes (100% Build)	<b>Project Name</b>	Office Installation/build Out (Phase II)
<b>Owner</b>	TRINI Construction Builder	<b>Owner</b>	CrossRoad System, Inc
<b>Contract Amount</b>	\$4M	<b>Contract Amount</b>	\$150K
<b>Date Completed</b>	Date Range: 2004 – 2008	<b>Date Completed</b>	May 2012
<b>Contact Person</b>	References provided upon request	<b>Contact Person</b>	References provided upon request

**TRINI Construction Builder, LLC**  
**Tools & Equipment**  
**IFB NO. 18-005**

- 1. Trailer (16')**
- 2. 600SF Storage Facility for Tools & Equipment**
- 3. Framing & Drywall Tools**
- 4. Paint Sprayers (tools & equipment)**
- 5. Gang Boxes**
- 6. Ladders**
- 7. Trash Buggies**
- 8. Scaffolds**
- 9. Skill Saw, Table Saw, Saz Saw**



**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

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

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

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

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

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

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	1760775331000
File/Vendor Number:	03693
Approval Date:	10-JAN-2017
Scheduled Expiration Date:	10-JAN-2020

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

**TRINI CONSTRUCTION BUILDER LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 23-JAN-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COA's program, you must immediately (within 30 days of such changes) notify the COA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Bobby Pounds, Interim Director  
Statewide Support Services Division*

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



# City of Austin

*Founded by Congress, Republic of Texas, 1839*

*Small & Minority Business Resources Department, 4201 Ed Bluestein Boulevard, Austin, TX 78721*

*Mailing Address: PO Box 1088, Austin, Texas 78767, Telephone (512) 974-7645 Fax (512) 974-7609*



January 11, 2017

Mr. Reginald Worlds  
Trini Construction Builder, LLC  
P. O. Box 81431  
Austin, TX 78708

## **Congratulations!**

Your firm has been recertified as a **Minority-Owned Business Enterprise (MBE)** to participate in the City of Austin's Minority and Women-Owned Business Enterprise (MBE/WBE) Procurement Program. The certificate(s) verifying the current certification are enclosed.

This review also confirms your continued eligibility as a **Disadvantaged Business Enterprise (DBE)** for purposes of the US Department of Transportation's (DOT) Disadvantaged Business Enterprise (DBE) Program. The City of Austin is a member of the Texas Unified Certification Program (TUCP) and adheres to the DOT standards set forth in 49 C.F.R. Part 26 and Part 23. This DBE certification is valid at any Texas entity that receives DOT funds and has a DBE Program for the following NAICS Code(s): 236115.

The MBE/WBE and DBE certification status of all certified firms is reviewed on an annual basis by the City of Austin's Small & Minority Business Resources Department (SMBR). The annual review is conducted through examination of a sworn affidavit of continuing eligibility submitted by the firm seeking continued certification. It is also important that you report any change(s) in your firm's ownership or control to SMBR within 30 calendar days. Failure to adhere to these requirements or to report such change(s) may result in the denial of continued certification or recertification.

**This firm's annual review date is 1/10/2018. Please submit the following documents for the firm's annual review:**

As a reminder, you are responsible for maintaining accurate contact information including the specific scopes of work (commodity codes) in which you have the ability and expertise to manage and control. Any contact information and/or to commodity code changes must be made by you in the City of Austin's Vendor Connection system at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm). You can perform these changes daily from 7:00 a.m. to 7:00 p.m. If you need assistance making changes, please contact Vendor Registration at (512) 974-2018 or by email at [vendorreg@austintexas.gov](mailto:vendorreg@austintexas.gov).

If you have any questions, please feel free to call the Certification Office at (512) 974-7645.

Sincerely,

Mr. Ricky E. Allen, B.A., M.Ed., D.Min., Ph.D  
Business Development Counselor  
Small & Minority Business Resources Department

CC: File



*City of Austin*  
*Small and Minority Business Resources Department*  
*certifies that*

**Trini Construction Builder, LLC**

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program, and is certified as a

**Minority-Owned Business Enterprise**  
with the City of Austin.



Veronica Briseño, Director  
Small and Minority Business Resources Department

**EXPIRATION DATE:**

**1/10/2020**

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year.

Verification of certification status can be obtained by calling 512.974.7645.

**CITY'S VENDOR CODE: VS0000006907**

# Capitol Specialty Insurance Corporation

A Stock Company  
PO Box 5900  
Madison, WI 53705-0900

## Common Declarations

### Construction Contractors Policy

Policy No.:	CS16001387-02	Renewal of Policy No:	CS16001387-01
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In return for payment of the premium, and subject to all terms and conditions of this policy, We agree with the Named Insured first listed in the Declarations to provide the Insurance as stated in this policy.

Named Insured and Mailing Address:	Trini Construction Builder LLC 1822 W Braker Ln Unit 81431 Austin, TX 78708-8059
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Issuing Company:	Capitol Specialty Insurance Corporation
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Policy Period:	Effective Date	Expiration Date
	08/26/2017	08/26/2018

12:01 a.m. standard time at the mailing address of the Named Insured first listed above.

Producing Agency:	The Parks Group Inc 2225 East Randol Mill Rd. Arlington, TX 76011
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Business Description:
General Contractor
Entity Type:
Limited Liability Company
Coverage Part(s) purchased:
General Liability
Excess Liability

This Insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas Insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of 4.85% percent tax on gross premium.

Locations:
See Locations Schedule IPG 002

Premium and Applicable Taxes / Fees:	
General Liability	\$5,977.00
Excess	\$1,365.00
Total Advance Premium	\$7,342.00
Surplus Lines Tax	\$370.64
Stamping Fee	\$11.46
Policy Fee	\$300.00
Grand Total	\$8,024.10

Forms & Endorsements:
See Form Schedule IPG 007

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Policy No.:	CS16001387-02	Effective Date:	08/26/2017 12:01 a.m. standard time.
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## Locations Schedule

Location #	Address
1	1822 W Braker Ln, Unit 81431 Austin, TX 78708-8059

**Capitol Specialty Insurance Corporation**

A Stock Company  
PO Box 5900  
Madison, WI 53705-0900

**Commercial General Liability Declarations****Construction Contractors Policy**

Policy No.:	CS16001387-02	Effective Date:	08/26/2017 12:01 a.m. standard time.
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<b>General Liability</b>	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products Completed Operations Aggregate Limit*	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Damage To Premises Rented To You Limit	\$100,000 Any One Premise
Medical Expense Limit	\$5,000 Any One Person
Combined Bodily Injury & Property Damage Deductible	\$1,000 Per Claim

\* If the limit is shown as included, Products Completed Operations are subject to the General Aggregate Limit.

<b>General Liability Classifications for Location 1</b>				
Code and Classification	Premium Basis	Rates		Advance Premium
		Pr / Co	All Other	
91341 - Carpentry - Interior	71,100 Payroll	18.26	20.32	\$2,743
92338 - Dry wall or wallboard installations	71,100 Payroll	7.44	8.03	\$1,100
98304 - Painting - Exterior - Buildings or structures - Three stories or less in height - NOC	0 Payroll	Included	0	\$0
98305 - Painting - Interior - Buildings or structures	46,750 Payroll	6.07	8.06	\$661
91560 - Concrete construction	18,700 Payroll	24.17	18.66	\$801
97447 - Masonry	9,350 Payroll	16.15	8.56	\$231
91585 - Contractors - subcontracted work - In connection with construction, reconstruction, repair or erection of buildings - NOC	50,000 Cost	4.70	4.12	\$441
91582 - Contractors - subcontracted work - In connection with building construction, reconstruction, repair or erection - apartment or office buildings over four stories	0 Cost	Included	0	\$0
Additional Insured - CG 20 01 - Primary and Noncontributory - Other Insurance Condition				Included
Additional Insured - CG 20 11 - Manager or Lessor of Premises				Included
Additional Insured - CG 20 33 - Owners, Lessees or Contractors - Automatic Status When Required In Construction Agreement with You				Included
Additional Insured - CG 20 37 - Owners, Lessees or Contractors - Completed Operations				Included
Additional Insured - CG 24 04 - Waiver of Transfer of Rights of Recovery Against Others to Us				Included
Additional Insured - CG 25 03 - Designated Construction Projects General Aggregate Limit				Included
<b>Total General Liability Premium</b>				<b>\$5,977</b>

**Premium:**

**Total Advance Premium:** \$5,977.00

**Forms & Endorsements:**

Forms and Endorsements applying to this coverage part and made part of this policy at time of issue:

**See Form Schedule IPG 008**