

**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK AGREEMENT  
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION  
TRADES SERVICES (ROOFING TRADE) FROM  
TEXAS ROOFING CO., INC.**

**THE STATE OF TEXAS**

§

**CITY OF ROUND ROCK**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

This Agreement for on-site services in the nature of general building construction trades services (roofing) 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 13<sup>th</sup> day of the month of September, 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 TEXAS ROOFING CO., INC., referred to herein as "Texas Roofing," whose offices are located at 16809 Radholme Court, Round Rock, Texas 78664. 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 (roofing) 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 Texas Roofing; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods, and City has selected the bid submitted by Texas Roofing; 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 Texas Roofing whereby City is obligated to buy specified services and Texas Roofing is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 18-018REBID (b) Texas Roofing's Response to IFB; (c) contract award; and (d) any

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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) Texas Roofing'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. **Texas Roofing** means Texas Roofing Co., Inc. 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 Texas Roofing in writing and accompanied by the appropriate documentation to justify the requested increase. Texas Roofing 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 Texas Roofing to supply the services as outlined in IFB Solicitation Number 18-018REBID; and Response to IFB submitted by Texas Roofing, 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 Texas Roofing in its Response to the IFB.

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

### 4.01 ITEMS AWARDED

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

Roofing	
Roofer Hourly Labor Rate	\$55.00 (no minimum hours)
Roofer Overtime Hourly Rate	\$65.00 (no minimum hours)
Roofer Helper Hourly Labor Rate	\$45.00 (no minimum hours)
Roofer Overtime Helper Hourly Labor Rate	\$55.00 (no minimum hours)
Materials (if on Cost-Plus basis)	
Percentage Markup	10%

### 5.01 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 Texas Roofing.

B. Texas Roofing 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 **Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00) per year** for Texas Roofing's services for a total not-to-exceed amount of **One Mullion One Hundred Thousand and No/100 Dollars (\$1,100,000.00)** for the term of this Agreement.

### 6.01 INVOICES

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

- A. Name and address of Texas Roofing;
- B. Purchase Order Number;

- C. Description and quantity of items received; and
- D. Delivery dates.

## **7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

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

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City 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.

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

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

## **9.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Texas Roofing 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. Texas Roofing 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 Texas Roofing, 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 Texas Roofing 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.

#### **10.01 GRATUITIES AND BRIBES**

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

#### **11.01 TAXES**

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

#### **12.01 ORDERS PLACED WITH ALTERNATE VENDORS**

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

#### **13.01 INSURANCE**

Texas Roofing shall meet all requirements as stated in Part II, Section 2 of the attached IFB Solicitation Number 18-018REBID.

#### **14.01 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

## **15.01 RIGHT TO ASSURANCE**

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

## **16.01 DEFAULT**

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

Texas Roofing 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.

## **17.01 TERMINATION AND SUSPENSION**

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

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

C. Texas Roofing 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 Texas Roofing, Texas Roofing 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, Texas Roofing shall submit a statement showing in detail the goods and services satisfactorily performed hereunder to the date of termination. City shall then pay Texas Roofing that portion

of the charges, if undisputed. The parties agree that Texas Roofing is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

#### **18.01 INDEMNIFICATION**

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

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

A. Texas Roofing, 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. Texas Roofing 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. Texas Roofing 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, Texas Roofing 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 Texas Roofing verifies Texas Roofing does not boycott Israel and will not boycott Israel during the term of this Agreement.

## **20.01 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.

## **21.01 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 Texas Roofing:**

Texas Roofing Co., Inc.  
16809 Radholme Court  
Round Rock, Texas 78664

### **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 Texas Roofing.

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

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

## **23.01 EXCLUSIVE AGREEMENT**

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



## **24.01 DISPUTE RESOLUTION**

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

## **25.01 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any 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.

## **26.01 MISCELLANEOUS PROVISIONS**

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

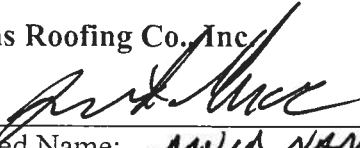
**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Texas Roofing have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

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

**Texas Roofing Co. Inc.**

By:  \_\_\_\_\_  
Printed Name: DAVID NANCE  
Title: VICE-PRESIDENT  
Date Signed: 9-13-18

**For City, Attest:**

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

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

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



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

**INVITATION FOR BID (IFB)**

**ROOFING SERVICES**

**SOLICITATION NUMBER 18-018REBID**

**JUNE 2018**

Exhibit "A"

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**PART I**  
**GENERAL REQUIREMENTS**  
**ROOFING SERVICES**

**PURPOSE:** The City of Round Rock, herein after "the City" seeks an agreement with a qualified firm(s) to provide on-site Roofing 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 \$220,000 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 roofing services include but are not limited to office buildings, fire stations, parks facilities, police facilities, and parking garages.
3. **SOLICITATION 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 5
Part III – Supplemental Terms and Conditions	Pages 6-8
Part IV – Specifications	Pages 9-12
Attachment A – Bid Sheet	Page 13
Attachment B – Reference Sheet	Page 14
Attachment C – Prevailing Wage	Page 15
Attachment D – Respondent Questionnaire	Page 16

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

Yvonne Hopkins, CTPM  
Purchaser, Purchasing Division  
City of Round Rock  
E-mail: [yhopkins@roundrocktexas.gov](mailto:yhopkins@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	June 14, 2018
Deadline for submission of questions	Friday, June 22, 2018 @ 5:00PM, CST
City responses to questions or addendums	Monday, June 25, 2018 @ 4:00PM, CST
<b>Deadline for submission of responses</b>	<b>Friday, June 29, 2018 @ 3:00PM, CST</b>

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

<https://www.roundrocktexas.gov/departments/purchasing/>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://www.roundrocktexas.gov/departments/purchasing/>

6. **SOLICITATION UPDATES**: Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/departments/purchasing/> 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. **RESPONSE DUE DATE**: Signed and sealed responses are due at or before 3:00PM, 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: Yvonne Hopkins  
Purchasing Department  
221 E. Main Street  
Round Rock, Texas 78664-5299**

- 7.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 7.2 Facsimile or electronically transmitted responses are not acceptable.
- 7.3 Responses cannot be altered or amended after opening.
- 7.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 7.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 7.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

8. **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.
- **ADDENDUMS** – All addendums will be posted to the City's website according to the Schedule of Events in Part I, Section 5. All addendums must be signed and dated and returned with your sealed proposal response to the Purchasing Office. Failure to do so may automatically disqualify your response from consideration for award.

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

- 9.1 Purchase price;
- 9.2 Reputation of Respondent and of Respondent's goods and services;
- 9.3 Quality of the Respondent's goods and services;
- 9.4 The extent to which the goods and services meet the City's needs;
- 9.5 Respondent's past performance with the City;
- 9.6 The total long-term cost to the City to acquire the Respondent's goods or services;
- 9.7 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.

**9.8 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

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

- 10.1** 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.
- 10.2** 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.
- 11. 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 CONDITIONS**  
**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 CONDITIONS**

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 Roofing 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 Roofing 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 – Prevailing Wage Rates and comply with all applicable sections of Chapter 2258.  
  
**Attachment C – Prevailing Wage Rates** are posted in Solicitation Documents for IFB No. 18-018REBID Roofing Services on the City of Round Rock website at:  
<https://www.roundrocktexas.gov/businesses/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 Roofing 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** 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: <https://www.roundrocktexas.gov/businesses/solicitations/>
- 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 shall be:**
- Pete Dominguez  
Facility Maintenance Manager  
General Services  
Phone: 512-801-4547  
E-mail: [pdominguez@roundrocktexas.gov](mailto: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 Maintenance Manager  
Phone #: 512-801-4547  
Email: [pdominguez@roundrocktexas.gov](mailto: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 Roofing Services.
  - 2.1 Services shall consist of repairs and miscellaneous projects.
  - 2.2 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. **ROOFER REQUIREMENTS:** The following contains the minimum requirements and experience for Roofer services required by the City. The Contractor shall ensure that all personnel are skilled and qualified to perform the services as requested.
- 5.1 Roofer's License is required. Contractor shall provide Roofer's License with IFB submittal.
- 5.2 The functions shall include but not be limited to lay out projects, recommendations for solutions, and other roofing work as described by the project manager.
- 5.3 Contractor shall be familiar with and have a working knowledge of all tools and equipment applicable to the roofing trade, and have extensive knowledge of roofing materials and all standard commercial and residential roofing systems.
- 5.4 Contractor must be able to work unsupervised and run a crew.
- 5.5 The Roofer shall have at least five (5) years' experience in commercial and residential roofing systems 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 7:00AM to 6:00PM.
- 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 is not 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.
  - 11.1 **Each written estimate shall include the following information:**
    - 11.1.1 Department name and location of the project;
    - 11.1.2 Contractor's designated contact name and telephone number;
    - 11.1.3 Breakdown of Labor costs (Number of workers, hourly rate);
    - 11.1.4 Materials (Detailed description, quantity, unit price and extended price amounts);
    - 11.1.5 Cost of Equipment rented to complete project;
    - 11.1.6 Total Cost (Labor and materials);
    - 11.1.7 Description specifying work to be done;
    - 11.1.8 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 roofing 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:
  - 14.1 Location of the worksite;

- 14.2 Date and time of arrival at worksite;
  - 14.3 Time spent for repair;
  - 14.4 Date and time work at location is completed;
  - 14.5 Part(s) ordered and Equipment rented, if necessary;
  - 14.6 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.
- 15.1 Bids per project shall not exceed 10% waste expectation on all quantities.
  - 15.2 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 the following detailed information on each invoice:
- 16.1 The total hours worked and hourly rate for labor. Labor hours shall include costs of labor, overhead charges, travel, and payroll expenses.
  - 16.2 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.
  - 16.3 Invoices shall have attached a copy of paid materials receipt from the supplier.

## **ATTACHMENT A – BID SHEET**

### **60 Points**

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB No. 18-018REBID Roofing Services in an Excel format on the City of Round Rock website at:  
<https://www.roundrocktexas.gov/businesses/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

### ROOFING SERVICES

IFB No. 18-018REBID

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. 18-018REBID Roofing 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 \$220,000 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.

Signature required on this Bid Sheet.

Cost - Up to 60 Points			
No.	Description	Unit	Unit Cost
1	Roofer Regular Hourly Labor Rate	Per Hour	\$55.00
2	Roofer Overtime Hourly Labor Rate The overtime rate shall not exceed one and one half times (1 ½) the regular hourly rate.	Per Hour	\$65.00
3	Roofer Helper Regular Hourly Labor Rate	Per Hour	\$45
4	Roofer Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times (1 ½) the regular hourly rate.	Per Hour	\$55
5	<u>Information Only.</u> Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	Percentage Markup	10%

## Attachment D - Respondent Questionnaire

### Up to 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: Texas Roofing Co., Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Robert Herbert

PHONE NUMBER: 512-252-8920 x21 | m. 512-801-8596

EMAIL ADDRESS: robert@texasroofing.com | service@texasroofing.com

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Exhibit "A"

(Page 1 of 1)



**ATTACHMENT B  
REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** IFB No. 18-018REBID  
**RESPONDENT'S NAME:** Texas Roofing Co., Inc. **DATE:** 7/10/2018

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 Austin ISD  
Name of Contact Robert Ross  
Title of Contact Construction Project Manager  
E-Mail Address Robert.Ross@austinisd.org  
Present Address 812 San Antonio Street  
City, State, Zip Code Austin, Texas 78701  
Telephone Number ( 512 )962-2010 Fax Number: ( )
  
2. Company's Name Round Rock ISD  
Name of Contact John Harrison  
Title of Contact Roofing Project Manager  
E-Mail Address john\_harrison@roundrockisd.org  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number ( 512 ) 294-5973 Fax Number: ( )
  
3. Company's Name LCRA  
Name of Contact Steven Jarvis PE  
Title of Contact Plant Operations Engineer  
E-Mail Address steven.jarvis@lcra.org  
Present Address PO Box 679000  
City, State, Zip Code Austin, Texas 78767  
Telephone Number ( 512 )80-8632 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. 18-018REBID Roofing Services on the City of Round Rock website at:  
  
<https://www.roundrocktexas.gov/businesses/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.

## ATTACHMENT C- PREVAILING WAGE

### 2016 ANNUAL TEXAS WORKFORCE COMMISSION WAGE

#### **DATES**

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

SW

**ATTACHMENT D**  
**RESPONDENT QUESTIONNAIRE**  
**40 Points**

Name of Business:	Texas Roofing Co., Inc.
Physical Address of Headquarters (HQ):	16809 Radholme Court, Round Rock, TX 78664
Physical Address of Serving Branch: (if different address from HQ)	(same)

1. On a separate sheet of paper, describe types of training and development provided to staff and how often staff receives training. (10 Points)
2. EQUIPMENT LIST: On a separate sheet of paper, provide a comprehensive and detailed list of the types of vehicles and equipment that will be used to support this Roofing contract. (5 Points)
3. Provide the number of full time employees that are eligible to work on City of Round Rock projects:

Number of Employees:	55
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4. How many years has your company been in the Commercial Roofing Business?

Number of years in the commercial Roofing business:	23 in Austin	(Co. started 1935 in Lubbock)
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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 two (2) commercial contracts for Roofing Services.
  - Individual Work Experience: Include the resume of the owner and lead personnel as well as supporting documentation as applicable; such as certifications, roofers license and years of experience.



Texas Roofing training and development includes but is not limited to the following:

- 10-Hour OSHA training
- 30-Hour OSHA training for Foremen and Superintendents
- Ladder Safety
- Back Safety
- Fall Protection
- New Hire orientation
- Equipment Certification as appropriate (no TRC employee without proper certification is allowed to operate a skylift, for example)
- Additional job specific training as appropriate, including Torch certification for anyone who will need to use a torch, etc.

## EQUIPMENT LIST

1 of 1

<u>EQUIPMENT</u>	<u>OWNED/LEASED</u>	<u>COMMITTED ELSEWHERE</u>
Forklifts (5)	Owned	No
Tear Off Machine	Owned	No
Generators (numerous)	Owned	No
Pick-Up Trucks (30)	Owned	No
Trailers (2 dump, 2 flat)	Owned	No
Trash Box (used w/forklift to remove trash from roof)	Owned	No
Roof Cutters	Owned	No
4-Wheel Insulation Carts	Owned	No
Hand-Held Propane Torches	Owned	No
Misc. Hand tools (drills, saws, etc.)	Owned	No
Electronic Sheet Metal Break (2)	Owned	No
Electronic Sheet Metal Shear (2)	Owned	No
Misc. Sheet Metal Quipment for fabrication & installation	Owned	No
Computer Numerical Control (CNC) Router	Owned	No

AN

Exhibit "A"



**MAJOR COMPLETED PROJECTS**  
**PAST 2 YEARS**

Project Name	Address	Owner / Address	Contact Name & Number	Architect & #	Final Contract	Date of Completion	General Contractor	Contact Name & #	Scope	SQ & Manuf
New Braunfels High & Stadium (New Braunfels ISD High School & Stadium Renovation)	2551 TX 337 Loop New Braunfels, TX 78130 P: 830-627-6000 F: 830-627-6001	New Braunfels ISD 430 W. Mill Street New Braunfels, TX 78130 830-643-5700		Sylvia Cancino, AIA, NCARB, LEED GA Stantec Architecture 3001 Bee Caves Road, Suite 300 Austin TX 78746-5590 Phone: (512) 867-6020 Cell: (512) 701-4713 Fax: (512) 867-6001 Sylvia.Cancino@stantec.com	\$2,373,051	9/30/2017	CADENCE MESHANE CONSTRUCTION, LLC 12708 Riata Vista Circle, Ste. A-103 Austin, TX 78727 Sub Contract # 7202-07015	Matt Briggs, Asst. PM mbriggs@cadencemcshane.com m: 512-592-0721 Justin Jones, Sr. PM jjones@cadencemcshane.com Jordan Leaning, Supt. jleaming@cadencemcshane.com	RR: Modified, Standing Seam, Wall Panels 20 SQ. Softfit	Derbigan 1821 SQ. PAC-CLAD: 1116 SQ. SS 20 SQ Wall Panels
Westwood High School Phase 3 Renovations	12400 Mellow Meadows Dr. Austin, TX 78750	Round Rock ISD 16255 Great Oaks Dr. 600 Round Rock, TX 78681	Barry Sikes barry_sikes@roundrockisd.org 512-464-5953	O'Connell Robertson 811 Barton Springs Road, Suite 900 Austin, Texas 78704 p: 512.478.7286 f: 512.478.7441 Rob Hudock 210-224-6032	\$1,580,935	8/11/2017	Bartlett Cocke GC 7901 East Riverside Dr. Bldg. 2, Ste. 100 Austin, TX 78744 O: 512-326-4223 F: 512-326-3990	PH: Sonnie Person sperson@bartlettcocke.com m: 512-689-8662 Angela Hart ahart@bartlettcocke.com Jimmie Howell jhowell@bartlettcocke.com Leo Castro lcastro@bartlettcocke.com	RR: Modified SMFT	894 SQ. Derbigan, PAC-CLAD 5MFT
Pflugerville High School #44	16821 Weiss Lane Pflugerville, TX 78660	Pflugerville ISD 2021 Crystal Bend R. Pflugerville, TX 78660		PBK Architecture 9442 Capital of Texas Highway Ste. 680 Austin, TX 78759 O: 512-340-0676 F: 512-372-3467	\$3,004,564	7/30/2017	American Constructors, Inc. p: 512-328-2026 f: 512-328-2520 11900 West Parmer Ln., Ste. 200 Cedar Park, TX 78613	PM: Brian Garland bgarland@actltxas.com	New: SP/TPO, Prefin Metal Roofing, Metal WP, Roof hatch / smoke vents	PAC-CLAD: HWP Wall Panels – 245 SQ. Flush Panels – 210 SQ. Standing Seam Rfg – 388 SQ. Carlie SP: 2758 SQ. ACM Panels: 76 SQ

MAJOR COMPLETED PROJECTS  
PAST 2 YEARS

Project Name	Address	Owner / Address	Contact Name & Number	Architect & #	Final Contract	Date of Completion	General Contractor	Contact Name & #	Scope	SQ & Manuf
Leander High School #6, Pkgs. 1, 2, 3, 4 (Tom Glenn HS)	1320 Collaborative Way, Leander TX 78641	Leander ISD: 204 South Street; P.O. Box 218; Leander, TX 78646	Jimmy Disler Jimmy.Disler@leanderisd.org 512-570-0000; f: 512-570-0054	Pfluger Architects; 209 E. Riverside, Austin TX 78704; 512-476-4040; f: 512-476-4289	\$2,954,324	8/1/2016	American Constructors, Inc. p: 512-328-2026 f: 512-328-2520 4330 Gaines Ranch Loop, #230 Austin, TX 78735	4/8/15 new PM: Dustin Wiegert; dwiegert@acttexas.com m: 512-743-7107; PM: Corey Taylor; ctaylor@acttexas.com Dir: Joe Charlton; jcharlton@acttexas.com	New: Mod, Metal WP Deck: 175 SQ JM Composite OSB over Tectum Deck; 1121 SQ McElroy	1329 SQ 21W Modified Roof over steel deck w/20-Year NDL Warranty; 93 SQ over Structural Concrete Deck: 175 SQ JM Composite OSB over Tectum Deck; 1121 SQ McElroy
Georgetown ISD MULTI CAMPUS HVAC & ROOF REPLACEMENTS 2017	Cooper Elementary 1921 NE Inner Loop, 78626 High School PAC & Field House 2211 N. Austin Ave., 78626 Pickett Elementary 1100 Thousand Oaks Blvd., 78628 Tippet Middle School 1601 Leander Rd., 78628	Georgetown ISD 603 Lakeway Drive Georgetown, TX 78628 512-943-5000 (ph) 512-943-5002 (f)		Huckabee 11501 Alterra Parkway, Bldg. 7, Ste. 120 Austin, TX 78758 P: 512-428-8958 F: 512-582-8599 800-687-1229 ARMKO Industries, Inc. (consultant) Mike Perry mperry@armko.com (281) 633-1258 (o)	\$2,242,030	8/11/2017	Braun & Butler 715 Discovery Blvd., Ste. 109 Cedar Park, TX 78613 o: 512-837-2882 f: 512-837-5115	PM: Matt Harton mharton@braun-butler.com m: 512-574-4595	RR: Mod, TPO Mod Bit; PAC CLAD SMFT	1354 SQ Derbign Mod Bit; 593 SQ JM TPO; 1026 SQ JM Mod Bit; PAC CLAD SMFT
Chisholm Trail Middle School Roof Replacement	500 Oakridge Round Rock, TX 78681	Round Rock ISD 1311 Round Rock Ave. Round Rock, TX 78681 512-464-5010 Fax: 512-464-5090	Randy Ehler Project Manager, Construction Round Rock ISD 16255 Great Oaks Drive, Ste. 600 Round Rock, TX 78681 512-464-5015 randy_ehler@roundrockisd.org	Arch/Consulting Engineer WJE – Wiss, Janney, Elstner Associates, Inc. 9511 N. Lake Creek Parkway Austin, TX 78717 512-257-4800 512-219-9883 - f Alonso Caro Jr. ACarolr@wje.com	\$1,953,680	8/15/2016	Texas Roofing	Dallas Goodman 512-252-8920 dallas@texastroofing.com	RR: Mod, WP CLAD	JM, PAC- CLAD

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MAJOR COMPLETED PROJECTS  
PAST 2 YEARS

Project Name	Address	Owner / Address	Contact Name & Number	Architect & #	Final Contract	Date of Completion	General Contractor	Contact Name & #	Scope	SQ & Manuf
Manor Senior High School	14832 FM973 Manor, TX 78653	Manor ISD 10335 US Hwy 290E Manor, TX 78653	P: 512-278-4000 F: 512-278-4017	Perkins + Will 9600 Great Hills Trail, Ste. 320W Austin, TX 78759 512-997-5261	\$1,643,000	8/11/2017	Balfour Beatty 512-651-3275 wromo@balfourbea tyus.com Ben Wiltman, PM 1250 So. Cap. Of TX Hwy. Bldg. 1, Ste. 250 Austin, TX 78746 i: 512-445-2434	Willi Romo, PE M: 214-470-6170 wromo@balfourbea tyus.com Scott German, Sr. PM sgerman@balfourbea tyus.com	New: Mod, PVC PAC-CLAD SMFT	JM 1015 SQ Mod JM 280 SQ PVC PAC-CLAD SMFT
KIPP Austin Ridge Campus 2016-17 Phase III Renovations Buildings 616, 617, 627, 628 & 629	8509 FM 969 Buildings 616, 617, 627, 628 & 629 Austin, TX 78724	KIPP Austin Public Schools 8509 FM 969, Bldg. 512 Austin, TX 78724		STG Design, Inc. 828 West 6th St., Ste. 300 Austin, TX 78703 512-899-3500	\$1,589,855	7/19/2017	American Constructors, Inc. P: 512-328-2026 F: 512-328-2520 11900 West Farmer Ln., Ste. 200 Cedar Park, TX 78613	Corey Taylor 512-740-6158 ctaylor@actekas.co m	RR: SP	609 SQ Carlisle TPO
UT Dell Medical School 102-7728 - Dell Medical School - Stage 2 Research Building - 701311	1815 Trinity Street, Austin, TX 78701 (Jobsite FedEx) (Jobsite Mail: P.O. Box 1389, Austin, TX 78767) Research Bldg: 1701 Trinity St., Austin, TX 78701	Board of Regents of the University of Texas System; 702 Colorado Street, Ste. 4100, Austin, Texas 78701 (512)499-4200		Page Southerland Page, LLP: 1800 Main St. Ste. 123; Dallas, TX 75201; 214-522- 3900; f: 214-552-4380; www.pspaac.com; Zimmer Gunsul Frasca Architects LLP, 515 South Flower St., Ste. 3700; Los Angeles, CA 90071; T 213-617-1901; F 213-617-0047	\$1,342,911	6/30/2017	Hensel Phelps Construction Co. 8326 Cross Park Dr. Austin, TX 78754 O: 512-834-9848 F: 512-834-9844	PM: Melissa Marwitz mmarwitz@henselphel ps.com Jesse S. Pina, Ofc. Eng. 512-201-2956 (direct) Clayton Alley Office Engineer calley@henselphelps.co m Austin Brooks (Mod on) abrooks@henselphelps. com	New: Mod Hatch	JM Modified Roof System; Bilco Roof Hatch
KIPP Austin North Campus Renovations [KIPP Austin Public School Phase 1 of: North Campus (Pkg. 1, 2 & Kitchen)]	8004 Cameron Road, Austin, TX 78754	KIPP Austin Public School; 8509 FM 969, bldg. 512, Austin, TX 78724		STG Design, Inc.; 828 West 6th St., Ste. 300; Austin, TX 78703; 512- 899-3500	\$1,302,921	7/8/2016	American Constructors, Inc. P: 512-328-2026 F: 512-328-2520 4330 Gaines Ranch Loop, #230 Austin, TX 78735	Corey Taylor; 512-740 6158; ctaylor@actekas.co m Lisa Collins, Admin. 8889admin@actekas -com 512-784-7255	RR: SP, Roof Hatch	1730 SQ GAF Single Ply Roof; PAC- CLAD Standing Seam Metal Roof; Bilco Roof Hatch

MAJOR COMPLETED PROJECTS  
PAST 2 YEARS

Project Name	Address	Owner / Address	Contact Name & Number	Architect & #	Final Contract	Date of Completion	General Contractor	Contact Name & #	Scope	SQ. & Manuf
Sherraton Georgetown (Georgetown Hotel & Conference Center)	1101 Woodlawn Ave., Georgetown, TX 78628	Hines Georgetown Hotel LLC, 811 Main Street, Ste. 4100, Houston, TX 77002		Joseph E. Rabun, AIA; 44 Broad Street NW, Ste. 300; Atlanta, GA 30303; p: 404-522-9455; f: 404-522-9454	\$1,264,741	9/16/2016	Austin Commercial; o: 512-306-9880; f: 512-306-1180; 1301 So. MoPac Expwy, Ste. 310, Austin, TX 78746	PE: Bunde Walker bwalker@austin-ind.com PM: Joe Thompson jthompson@austin-ind.com Asst. PM Zach Vercher zvercher@austin-ind.com	New: SP, Roof Hatches, Equip Screens	284 SQ Carlisle TPO over flat concrete decks; 231 SQ TPO over flat steel decks; 190 SQ Carlisle TPO over Sloped Steel Deck; Roof Hatches, Equip Screens
Barton Creek Elementary	1314 Patterson Lane Austin, TX 78733	Eanes ISD 601 Camp Craft Road Austin, TX 78746	Ms. Sylvie Pouget Purchasing Coord. 512-732-9000 PM: Jeremy Trimble, Exec. Dir. Of Facility Operations jtrimble@eanesisd.net	Arch & Consultant: ARMKO Industries, Inc. 1320 Spinks Road Flower Mound, TX Mike Perry mperry@armko.com 281-633-1258 M7 281-354-4774	\$1,129,500	8/14/2016	Arch & Consultant: ARMKO Industries, Inc. 1320 Spinks Road Flower Mound, TX	Mike Perry mperry@armko.com 281-633-1258 M7 281-354-4774	RR: Mod Derbigum	850 SQ Derbigum
Manor New Tech MS - Roofing and Metal Wall Panels	11216 Joyce Turner Dr. Manor, Texas 78653	Manor ISD 10335 US Hwy 290E Manor, TX 78653	P: 512-278-4000 F: 512-278-4017	Stantec - Architect 3001 Bee Caves Rd., Ste. 300 Austin, TX 78746 Tavo Reyes 512-867-6000 Tavo.reyes@stantec.com	\$1,120,000	8/18/2017	Joeris General Contractors 9211 Waterford Centre Blvd, Ste.150 Austin, TX 78758 512-920-0338 Fax: 512-920-0339	PM: Jeff Fuller jfuller@joeris.com Asst. PM: Tony Moreno tmoreno@joeris.com	New: Mod Bit, Metal & Wall & Roof Panels	ACM: 45 SQ PAC-CLAD Roof Panels: 6.5 SQ JM 625 SQ
ACC Highland Campus - Phase 2, Building 4000 Roof	6101 Airport Blvd., Bldg. 4000 Austin, TX 78752	Austin Community College 9101 Tuscany Way Austin, TX 78754		Barnes Gromatzky Kosarek Architects 1508 West 5th St., Ste. 200 Austin, TX 78703 512-476-7133 F: 512-478-2624	\$1,023,796	8/18/2017	Filinto, LLC 8100 Cross Park Dr. Austin, TX 78754-5249 o: 512-891-7224 f: 512-891-7229 SubCon. # 15078-010-004	Chris Moyes, PM D: 512-822-7393 M: 512-848-2890 cmoyes@filinto.com Fernando Martinez, Supl. M: 512-203-8790 fmartinez@filinto.com	RR: Modified	USP - 875 SQ

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MAJOR COMPLETED PROJECTS  
PAST 2 YEARS

Project Name	Address	Owner / Address	Contact Name & Number	Architect & #	Final Contract	Date of Completion	General Contractor	Contact Name & #	Scope	SQ & Manuf
UT TACC Off. Bldg. (The University of Texas - Advanced Computing Building (ACB))	10100 Burnet Road (R8700), Austin, TX 78758 (J.L. Pickle Research Campus)	Board of Regents of the University of Texas System; 702 Colorado Street, Ste. 4.100; Austin, Texas 78701 (512)499-4200		O'Connell Robertson; 811 Barton Springs, Ste. 900; Austin, TX 78704; 512-478-7286	\$832,269	4/28/2016	Flintco, LLC 8100 Cross Park Dr. Austin, TX 78754-5249 o: 512-891-7224 f: 512-891-7229	Jeremy Morford, LEED AP PM; jmorford@flintco.co m: 512-844-7967; Safety Coord: Nellbrytscoe@flintco. com & brian.prince@flintco. com;	New: Mod. Metal Panels Roof over steel deck; Metal Wall & Soffit Panels	160 SQ Derbigum Modified Roof over steel deck; Metal Wall PAC-CLAD Panels - 700 LF
St. David's North Austin Medical Center Antepartum Expansion, NICU Add, Surgery Shell (NAAC)	12221 MoPac Expressway No., Austin, TX 78758	St. David's Healthcare Partnership, L.P. LLP dba No. Austin Med. Ctr.; 12221 MoPacExpressway No., Austin, TX 78758		Earl Swensson Associates, Inc.; 92100 West End Ave. Ste. 1200, Vanderbilt Plaza; Nashville, TN 32703; Richard L. Miller; 615-329-9445	\$865,332 A : \$383,644.58 NICU: \$296,882 SS: \$184,806	10/30/2014	DPR Construction 9606 MoPac Expressway N., Ste. 300 Austin, TX 78759 P: 512-345-7699 F: 512-345-8230	PM: Dave Kloubec; m: 512-369-2787; davidk@dpr.com Ross Smith m: 512-844-0151 ross@dpr.com	New: Single Ply	461 SQ Carlisle, PAC- CLAD Kyar
RISD Elementary #34 - Joe Lee Johnson Elementary	2800 Sauls Drive Austin, TX 78728	Round Rock ISD 1311 Round Rock Ave. Round Rock, TX 78681 512-464-5010 Fax: 512-464-5090		Arch: BGV Architecture 2204 Forbes Dr. Ste. 101 Austin, TX 78754 512-977-0390 Austech Roof Consultants 2312 Western Trails Blvd. Austin, TX 78745 512-443-7255	\$793,865	9/15/2016	Balfour Beatty 1250 So. Cap. Of TX Hwy. Bldg. 1, Ste. 250 Austin, TX 78746	PE Lauren Blodgett lblodgett@balfourbe attyus.com m: 301-606-3308 PM Scott German sgerman@balfourbea tlyus.com m: 512-608-8194 Supt Sam Toifi stofi@balfourbeatty us.com m 512-962-8583	New: Mod SP/TPO Roof Access.	USP SBS 779 SQ Carlisle PVC - 5 SQ
Baylor Scott & White Round Rock Specialty Clinic (Cancer Center)	2901 Oakmont Round Rock, TX 78665	Scott & White Memorial Hospital 2401 South 31st Street Temple, TX 76508		HKS, Inc. 350 North St. Paul Street, Ste. 100 Dallas, TX 75201-4240	\$743,941	8/10/2017	Medco 4005 Crutcher Street, Ste. 200 Dallas, TX 75246	Brian Bolden 832-647-4944 (m) brian.bolden@bswh alth.org Nicholas Morrow nicholas.morrow@bs whitealth.org Levy Turner Levy.Turner@bswhite alth.org	New: TPO, PAC-CLAD Metal Wall Panels	Carlisle TPO - 42 + 285 SQ PAC-CLAD M42 Wall Panels - 700 LF

MAJOR COMPLETED PROJECTS  
PAST 2 YEARS

p. 6 of 6

Project Name	Address	Owner / Address	Contact Name & Number	Architect & #	Final Contract	Date of Completion	General Contractor	Contact Name & #	Scope	SQ & Manuf
Pflugerville Stadium	412 Swenson Farms Blvd. Pflugerville, TX 78660	Pflugerville ISD 2021 Crystal Bend R. Pflugerville, TX 78660	Bill Clayton 512-594-0200 Bill.clayton@pfisd.net	Huckabee 11501 Alterra Parkway, Bldg. 7, Ste. 120 Austin, TX 78758 P: 512-428-8958 F: 512-582-8599 Daren Kirby 800-687-1229 817-377-2969	\$574,271	1/11/2017	Bartlett Cocke General Contractors 7901 E. Riverside Dr. Building 2, Suite 100 Austin, Texas 78744 (512) 466-1975 cell (512) 326-4223 phone (512) 326-3990 fax	Sr. PM: Sean Stevens 512-845-1216 sstevens@bartlettcocke.com PM: Trent Bales 512-925-5102 tbales@bartlettcocke.com Asst PM: Chris Lewis clewis@bartlettcocke.com (512) 466-1975 cell Asst PM: Joshua Eckert 830-456-9059 j Eckert@bartlettcocke.com	New: SP (TPO) Metal Soffit & WP SS Roof	Carlisle TPO - 193 SQ PAC-CLAD Standing Seam - 199 SQ PAC-CLAD Flush Panels - 113 SQ

342 Forest Lake Rd., Del Valle TX 78687  
Phone 512.252.8920 Fax 512.252.8923

# Robert Herbert

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## Work Experience:

2013 – Present	Texas Roofing Co., LP.	Austin, TX
	<b>Service Operations Manager</b>	
1998 - 2013	A. D. Willis Company Co.	Austin, TX
	<b>Service Operations Manager</b>	
1993 - 1998	River City Roofing	Austin, TX
	<b>General Superintendent</b>	
1989 - 1993	Sechrist Hall	Austin, TX
	<b>Service Department</b>	

## Association Affiliations:

RCAT – Roof Contractors Association of Texas  
NRCA – National Roofing Contractors Association  
MRCA – Midwest Roofing Contractors Association

## Certifications:

Berridge Manufacturing Company	Koppers
Carlisle Syntec Systems	McElroy Metal
CertainTeed	MBCI
Derbigum	PAC-CLAD Petersen Aluminum
Firestone Building Products	Performance Roof Systems
The Garland Company	Sika Sarnafil
GAF Master Contractor	Siplast
Fibertite	Soprema
Henry Vegetative Roofing Assembly	Tamko Roofing Systems
Johns Manville	US Ply, Inc.

## References:

Mark Sharp, LCRA - 512-845-9431  
Robert Ross, AISD - 512-962-2010  
Ronald Bridges, Samsung – 512-845-5479  
Jim Whitten, Roofing Consultants - 512-250-0999

Jason L. Milliken  
210 Valley Run Trail  
Elgin, TX 78621  
512-466-1181  
512-285-4751  
jason\_milliken@austin.rr.com

### Summary

Professional with fifteen years of commercial roofing experience and two years of manufacturing experience

### Qualifications/Abilities

- Excellent communication skills. Particularly in the area of corresponding with owners, architects, general contractors and roof consultants.
- Experience in built up roof, modified bitumen, TPO, PVC, standing seam, and tile roof systems.
- Experience in wall/soffit panels and sheet metal flashings and trim.
- Experience with Soprema, GAF, Firestone, Johns Manville, Tamko, US Ply, MBCI, Architectural Building Components, Berridge, and Petersen Aluminum.
- Experience in project management, project supervision, estimating, submittals, shop drawings, NDL warranties, purchasing materials, negotiations with subcontractors, accounting, AIA progress pay applications, safety, service work (which includes leak investigation and repair / MEP penetrations).
- Experience in LEED and projects requiring reflective roof systems.
- Excellent organizational skills.
- Experience in The Edge, Auto Cad, Microsoft Office, Computer Ease, Pro-Est Takeoff, and On-Screen Takeoff.

### Experience

*2011 - Present*

**Texas Roofing Company – Austin, TX**  
COO & President / VP & General Manager / Project Manager / Estimator

*2010*

**Beldon Roofing Company – San Antonio, TX**  
Sales / Estimating

- Roofing sales of all types but primarily concentrating on commercial.
- Completed training course using The Edge estimating software.

*2001-2010*

**Pioneer Roof Systems - Pflugerville, TX**  
Operations Manager  
Project Manager  
Supervisor  
Estimator  
Accounting

- Instrumental in all aspects of growing the company (1.5 million – 12 million)
- Developed a system to track job progress starting with executing a contract to submitting close out documents
- Completed a continuing education class in basic Auto Cad for the purpose of shop drawings
- Notable Projects:
  - Rackspace, San Antonio, TX – 4500 square re-roof
  - Andrews, Sims, Clifton Center, Austin, TX – Re-roof of 3 AISD campuses
  - Lowes Distribution Center, Valdosta, GA – 5500 square new addition

AN

Exhibit "A"



*1999-2001*

**IFCO Systems – San Antonio, Austin, and Hutto, TX**

**Plant Manager**

- Trained in all aspects of the operation including accounting, logistics, manufacturing (wooden pallets) and outside sales at the San Antonio plant
- Transferred to Austin and managed the start up of a new plant servicing Dell Computer
- Assisted in building a new plant and moving the operation to Hutto, TX
- Plant was repeatedly ranked in the top 10 for performance in sales and profit out of approximately 100 locations nationwide

*1994-1999*

**Misc Construction**

**Skilled Laborer**

- Remodeling
- Painting
- Roofing
- Concrete

**Education**

*1997*

**South Plains College, Levelland, TX**

Commercial Music Curriculum

*1995*

**Howard College, Big Spring, TX**

Basic Course Curriculum

*1994*

**Coahoma High School, Coahoma, TX**

920 O'Neil Ranch Road  
Dripping Springs, TX 78620

Phone 512 252 8920  
Fax 512 252 8923

# Gary Mears

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<b>Work experience</b>	1995 – Present	Texas Roofing Co..	Austin, TX
	<b>Vice-President, Superintendent</b>		
	1994 – 1995	K & M Roofing Co.	Austin, TX
	<b>Sheet Metal Superintendent</b>		
	1984 – 1994	Sechrist Hall Co.	Austin, TX
	<b>General Superintendent</b>		
	1980 – 1984	Beldon Roofing	Austin, TX
	<b>Sheet Metal Superintendent</b>		
	1976 – 1980	Frontier Roofing	Austin, TX
	<b>Sheet Metal Crew Foreman</b>		

**References:** Richard Poole  
Ph Number 512-454-0400

# Rick Birkman

Telephone: 512.252.8920  
Fax: 512.252.8923  
Email: rick@texasroofing.com

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Work History:	1995-Present	President	Texas Roofing Co.	Austin, Texas
	1987-1995	President	K & M Roofing Co.	Austin, Texas
	1985-1987	Inspector	Austech Roofing Consultants	Austin, Texas
	1984-1985	Estimator	Texas Roofing Co.	Lubbock, Texas
	1980-1984	Vice-President/Estimator	Beldon Roofing Co.	Austin, Texas
	1979-1980	Estimator	Frontier Roofing Co.	El Paso, Texas

Certifications:                      BURSI- February 1991  
   Formally RCAT Certification in Commercial and Residential Roofing # 25

Industry Recognition:                      2002 Curtis Blackwell Award Winner

Association Affiliations:                      Current Member - T&R Committee- MRCA  
   Former RCAT State President  
   Former NRCA Board Member  
   Former MRCA Board Member  
   Former ASA Board Member

Charitable Affiliations:                      100 Club of Central Texas - Former Board Member

References:	David Gardner	512.683.5458
	Richard Poole	512.454.0400
	Ken Ollinger	512.443.7255



CITY OF ROUND ROCK  
INVITATION FOR BID  
IFB NO. 18-018REBID - ROOFING SERVICES

IFB No. 18-018REBID

Addendum No. 1


Date: June 29, 2018

Addendum No. 1, dated Friday, June 29, 2018, is being issued to extend the bid opening date for IFB No. 18-018REBID – Roofing Services, as outlined below:

CHANGE BID OPENING DATE FROM: Friday June 29, 2018 @ 3:00PM

**CHANGE BID OPENING DATE TO: Thursday July 12, 2018 @ 3:00PM**

Approved by:

  
Yvonne Hopkins, CTPM  
Purchaser

Date:

6/29/18

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

ACKNOWLEDGED

TEXAS ROOFING  
Vendor

  
Authorized Signature

7/12/2018  
Date

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



### Award Recommendation

To: Oscar Wise, CTCM  
Contract Management  
City of Round Rock

From: Chad McDowell  
General Services Director  
Building Construction and Facility Maintenance

RE: IFB No. 18-018REBID Roofing Services

Date: August 10, 2018

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Invitation for Bids were solicited in accordance with IFB No.18-018REBID for Roofing Services for the City of Round Rock – General Services Department. The IFB solicitation was advertised in the Austin American Statesman newspaper and posted to the City of Round Rock website with the City receiving a total of one (1) responsive and responsible bid response.

The City intends to award one contract based on the Best Value for the City.  
An anticipated total contract award will be made by the City in an amount not to exceed \$220,000 per year.

An evaluation team consisting of individuals with the City of Round Rock – General Services Department – Building Construction and Facility Maintenance with expertise in this area, evaluated the Invitation For Bid response and scored Texas Roofing Co., Inc. as the best company to provide these services, based on best value criteria including the Bidder's overall cost, training and development, vehicle and equipment list, company experience, individual experience, and roofing service experience.

Bidder with point distribution is listed below based on a total of 100 available points.

Bidder	Total Score
Texas Roofing Co., Inc.	100 Points

The General Services Department – Building Construction and Facility Maintenance recommends an award to Texas Roofing Co., Inc. based on the following: Best overall bid response in accordance with the advertised evaluation criteria, highest points of 100 points to Texas Roofing Co., Inc. received during IFB evaluation and scoring, and best contractor to provide the required Roofing Services for the City of Round Rock.



**Recommended Vendor:**  
**Texas Roofing Co., Inc.**  
**16809 Radholme Court**  
**Round Rock, Texas 78664**

Agreement Term: Five (5) Years

Annual Contract Amount: \$220,000

Total Contract Amount: \$1,100,000

**Approvals:**



Signed Name:

Printed Name: Chad McDowell  
General Services Director  
Building Construction and Facility Maintenance

8-13-18

Date:



Signed Name, Purchasing Manager Review

Printed Name: Teresa Reddy  
Purchasing Manager  
Finance

Date: 8/15/18





IFB No. 18-018REBID - Roofing Services  
EVALUATION TEAM BID TABULATION

BID TABULATION				VENDOR #1			VENDOR #2			VENDOR #3		
IFB No: 18-018REBID  BID OPENING DATE & TIME: 7/19/2018 @ 3:00PM  DESCRIPTION: Roofing Services - REBID				TEXAS ROOFING CO., Inc. 16809 Radholme Court Round Rock, TX 78664 Contact name: Robert Herbert Ph: 512-252-8920, x21 Email: robert@texasroofing.com			N/A			N/A		
Item #	Bid Item(s) Description	Quantity	UOM	Unit Cost	Quantity	UOM	Unit Cost	Quantity	UOM	Unit Cost		
1	Roofer Regular Hourly Labor Rate	1	Hr	\$ 55.00	1	Hr	\$	1	Hr	\$		
2	Roofer Overtime Hourly Labor Rate The overtime rate shall not exceed one and one half times (1 ½) the regular hourly rate	1	Hr	\$ 65.00	1	Hr	\$	1	Hr	\$		
3	Roofer Helper Regular Hourly Labor Rate	1	Hr	\$ 45.00	1	Hr	\$	1	Hr	\$		
4	Roofer Helper Overtime Hourly Labor Rate The overtime rate shall not exceed one and one half times (1 ½) the regular hourly rate	1	Hr	\$ 55.00	1	Hr	\$	1	Hr	\$		
5	Information Only Prices for Material shall be on a cost plus basis The Percentage (%) if any of markup will be			10%			%			%		
	Labor Rate Average (Evaluation Purposes Only)	\$		55.00	\$			\$				
	Cost - 60 Points		60									
	Attachment D - Questionnaire 40 Points Total											
	Staff training and development - 10 Points Total		10									
	Vehicle and equipment list - 5 Points Total		5									
	Company and Individual work experience - 25 Points Total		25									
	Total Questionnaire Points		40									
	Total Score		100									