

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF
CARPET AND TILE FLOORING, REFINISHING, POLISHING,
GRINDING AND STAINING SERVICES WITH
ACE FLOOR SOLUTIONS, LLC**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

This Agreement is for the purchase of carpet and tile flooring, refinishing, polishing, grinding and staining services, and for related goods and services, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the ____ day of the month of _____, 2019, 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 ACE FLOOR SOLUTIONS, LLC, whose offices are located at 4888 Whirlwind Drive, San Antonio, Texas, 78217, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase carpet and tile flooring, refinishing, polishing, grinding and staining services, and City desires to obtain said goods and services from Vendor; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #561-18; and

WHEREAS, City desires to purchase certain goods and services from Vendor through Buy Board as set forth herein; 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:

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to obtain specified goods and services and Vendor is obligated to provide specified goods. This Agreement includes any exhibits, addenda, and/or amendments thereto.

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

E. **Vendor** means Ace Floor Solutions, LLC, or any successors or assigns.

2.0 EFFECTIVE DATE; INITIAL TERM; 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. This Agreement shall expire on May 31, 2021.

3.0 SCOPE OF WORK

A. The goods and related services which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables and services described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

4.0 COSTS

A. City agrees to pay for goods and related services during the term of this Agreement at the pricing set forth in Exhibit "A."

B. The City shall is authorized to pay the Services Provider an amount not-to-exceed **Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00)** for the term of this Agreement.

5.0 INVOICES

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

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

6.0 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 Vendor a written notice of termination at the end of its then-current fiscal year.

7.0 PROMPT PAYMENT POLICY

Prompt Payment Act. In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods and services 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. Vendor 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:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor 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
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 GRATUITIES AND BRIBES

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

9.0 TAXES

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

10.0 INSURANCE

Vendor shall meet all City of Round Rock insurance requirements set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.201112.pdf.

11.0 CITY'S REPRESENTATIVE

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

Chad McDowell
General Services
212 Commerce Cove
Round Rock, TX 78664
(512) 341-3191
cmcdowell@roundrocktexas.gov

12.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City acquiring the specified goods or services elsewhere.

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

B. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

13.0 TERMINATION AND SUSPENSION

A. In the event of any uncured default by either party, the non-defaulting party has the right to terminate the affected portions of this Agreement for cause, upon ten (10) days' written notice to the defaulting party following the cure period.

B. In the event City terminates under this section, the following shall apply: Upon the effective date of the termination, Vendor shall discontinue performance of the affected Services and will schedule the removal of the affected Equipment. The City will be responsible only for amounts due and owing for the terminated affected Services and affected Equipment up through the date of termination.

14.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or 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 the contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

15.0 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.

16.0 NOTICES

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

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

Notice to Vendor:

Ace Floor Solutions, LLC
4888 Whirlwind Drive
San Antonio, Texas 78217

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

17.0 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.

18.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

19.0 DISPUTE RESOLUTION

City and Vendor 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.

20.0 SEVERABILITY

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

21.0 MISCELLANEOUS PROVISIONS

A. Standard of Care. Vendor 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.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, and subject to the Limitation of Liability provision in the Exhibit "A" (SSA), City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

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

[Signatures on the following page.]

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

Ace Floor Solutions, LLC

By: 

Printed Name: PETE GONZALES

Title: PRESIDENT / MANAGING MEMBER

Date Signed: AUG. 31, 2019

City of Round Rock, Texas

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

For City, Attest:

By: _____

Sara L. White, City Clerk

For City, Approved as to Form:

By: _____

Stephan L. Sheets, City Attorney



Proposal No. 561-18-Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:
☐ Manufacturers shall be listed in alphabetical order
☐ Vendor's must list one specific percentage discount for each Manufacturer listed.
 If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
Section I: Carpet, Tile, Cove Base, Stair Tread, and Related Flooring Products					
1	Discount (%) off catalog/pricelist for All Carpet Products (Indoor and Outdoor)	Please state the discount (%) off catalog/pricelist for All Carpet Products (Indoor and Outdoor) . Catalog/Pricelist MUST be included or proposal will not be considered. NOTE: 1)For manufacturer's that sell direct, we will only consider proposal responses from the manufacturer. 2)For manufacturers that sell through a dealer network, we will consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf. 3)MANUFACTURERS MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.	<u>25</u> %	BOLYU CARPETS	
2	Discount (%) off catalog/pricelist for All Tile Products-vinyl, ceramic, and related floor tile products (Indoor and Outdoor)	Please state the discount (%) off catalog/pricelist for All Tile Products-vinyl, ceramic, and related floor tile products. (Indoor and Outdoor) . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>10</u> %	- ARMSTRONG - FLEX CO - EARTH WERKS - ROPPE - TUFLEX	
3	Discount (%) off catalog/pricelist for All Cove Base and Stair Tread Floor Products	Please state the discount (%) off catalog/pricelist for All Cove Base and Stair Tread Floor Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>10</u> %	- FLEX CO - ROPPE	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

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PROPOSAL SPECIFICATION FORM

Exhibit "A"



Proposal No. 561-18-Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
4	Discount (%) off catalog/pricelist for All Terrazo Flooring Products	Please state the discount (%) off catalog/pricelist for All Terrazo Flooring Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/P</u> %		
5	Discount (%) off catalog/pricelist for All Performance Stage Flooring Products	Please state the discount (%) off catalog/pricelist for All Performance Stage (Dance, Performing Arts, and Entertainment) Flooring Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/P</u> %		
6	Discount (%) Off Catalog/Pricelist for Concrete Polishing, Grinding and Sealing Flooring Products	Please state the discount (%) off catalog/pricelist for Concrete Polishing, Grinding and Sealing Flooring Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>10</u> %	ACE FLOORS INSTALLATION	
7	Discount (%) Off Catalog/Pricelist for Acid Stain/Dye Flooring Products	Please state the discount (%) off catalog/pricelist for Acid Stain/Dye Flooring Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/P</u> %		
8	Discount (%) Off Catalog/Pricelist for Joint Filler and Sealant Floor Products	Please state the discount (%) off catalog/pricelist for Joint Filler and Sealant Floor Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/P</u> %		
9	Discount (%) Off Catalog/Pricelist for All Other Floor Products and Floor Prep Supplies	Please state the discount (%) off catalog/pricelist for All Other Floor Products and Floor Prep Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>10</u> %	- ARDEX PATCH - MAPEI PATCH - MAPEI ADHESIVE - UZIN PATCH # SEALERS	

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PROPOSAL SPECIFICATION FORM



Proposal No. 561-18-Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Not to Exceed Price Per Unit of Measure	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)	Exceptions
Section II: Carpet, Tile and Related Flooring Products Installation Services					
10	Carpet Installation	Carpet Installation - State the per square yard price for installation of carpet (Indoor and Outdoor). Price to include all necessary supplies, labor, and miscellaneous items to complete installation. NOTE: All companies responding must be approved by the manufacturer to install the brand of carpet and must provide written documentation from the manufacturer.	\$ <u>5.25</u> Per Square Yard	- DIRECT GLUE-DOWN - CARPET TILE	REGULAR WORK HOURS
11	Tile Installation	Tile Installation - State the per square foot price for installation of tile products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	\$ <u>.80</u> Per Square Foot	- STANDARD VINYL TILE	NO BORDER OR PATTERN WORK
12	Cove Base and Stair Tread Installation	Cove Base and Stair Tread Installation - State the per linear foot price for installation of cove base and stair tread products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	* \$ <u>.70</u> LIN FT \$ Per Linear Foot * * \$ <u>3.75</u> LIN FT	- STANDARD 4" RESILIENT BASE - STANDARD RESILIENT TREAD (NO RISER)	
13	Terrazo Flooring Installation	Terrazo Flooring Installation - State the per square foot price for installation of terrazo products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	\$ <u>N/P</u> Per Square Foot		
14	Performance Stage Installation	Performance Stage (Dance, Performing Arts and Entertainment) Installation - State the per square foot price for installation of stage products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	\$ <u>N/P</u> Per Square Foot		

PROPOSAL NOTE

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PROPOSAL SPECIFICATION FORM



Proposal No. 561-18-Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Not to Exceed Price Per Unit of Measure	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)	Exceptions
15	Concrete Polishing, Grinding and Sealing Flooring Installation	Concrete Polishing, Grinding and Sealing Flooring Installation - State the per square foot price for installation of concrete and sealing products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	\$ <u>8.25</u> Per Square Foot	- DIAMOND GRIND # HIGH SPEED CONCRETE POUSHER	- EXCLUDE UNFORESEEN CONDITIONS OF CONCRETE SUBSTRATE
16	Acid Staining/Dyeing Flooring Installation	Acid Staining/Dyeing Flooring Installation - State the per square foot price for installation of acid/dye products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	\$ <u>8.25</u> Per Square Foot	- DIAMOND GRIND TO CREATE POROUS CONCRETE & APPLY STANDARD STAIN	NO CUSTOM COLORS OR PATTERN
17	Joint Filler and Sealant Flooring Installation	Joint Filler and Sealant Flooring Installation - State the per square foot price for installation of joint filler and sealant products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	\$ <u>3.25</u> Per Square Foot	3/8" x 1" DEPTH SELF FLOW STANDARD PRODUCT	
18	Installation for All Other Flooring and Floor Prep Products	Installation for All Other Flooring and Floor Prep Products - State the per square foot price for installation of all other flooring products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	\$ <u>6.25</u> Per Square Foot	- STANDARD CERAMIC OR PORCELAIN TILE	NO BORDER OR PATTERN WORK

PROPOSAL NOTE

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PROPOSAL SPECIFICATION FORM

Exhibit "A"



Proposal No. 561-18-Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Not to Exceed Price Per Unit of Measure	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)	Exceptions
Section III: Carpet, Tile and Related Flooring Products Removal Services					
19	Removal of Existing Carpet	Removal of Existing Carpet - State the per square yard price for removal of existing carpet products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	\$ <u>2.75</u> Per Square Yard	- SINGLE LAYER OF DIRECT GLUE-DOWN OR CARPET TILE	
20	Removal of Existing Coating, Glue, and Mastic	Removal of Existing Coating, Glue, and Mastic Removal - State the per square yard price for removal of existing coating, glue, and mastic products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	\$ <u>2.25</u> Per Square Yard	- MECHANICAL SCRAPE-AWAY OR DIAMOND GRIND	
21	Removal of Existing Tile	Removal of Existing Tile - State the per square foot price for removal of existing tile products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	\$ <u>.45</u> Per Square Foot	- SINGLE LAYER OF STANDARD VCT	NO ASBESTOS (VAT)
22	Removal of Existing Cove Base and Stair Tread	Removal of Existing Cove Base and Stair Tread - State the per linear foot price for removal of existing cove base and stair tread products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	* \$ <u>.30</u> LIN FT \$ <u>1.25</u> LIN FT ** Per Linear Foot	- STANDARD RESILIENT BASE 4" OR 6" - STANDARD RESILIENT TREAD (NO RISER)	
23	Removal of Existing Terrazo	Removal of Existing Terrazo - State the per square foot price for removal of terrazo products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	\$ <u>N/P</u> Per Square Foot		
24	Removal of Existing Performance Stage	Removal of Existing Performance Stage (Dance, Performing Arts, and Entertainment) - State the per square foot price for removal of stage products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	\$ <u>N/P</u> Per Square Foot		

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PROPOSAL SPECIFICATION FORM

Exhibit "A"



Proposal No. 561-18-Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Not to Exceed Price Per Unit of Measure	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)	Exceptions
25	Removal of Existing Concrete Polishing, Grinding and Sealing	Removal of Existing Concrete Polishing, Grinding and Sealing - State the per square foot price for removal of concrete and sealing products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	\$ <u>2.50</u> Per Square Foot	- DIAMOND GRIND OR SHOT BLAST PER 1/8" TH.	
26	Removal of Existing Acid Staining/Dyeing	Removal of Existing Acid Staining/Dyeing - State the per square foot price for removal of acid/dyeing products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	\$ <u>2.50</u> Per Square Foot	- DIAMOND GRIND OR SHOT BLAST PER 1/8" TH.	
27	Removal of Existing Joint Filler and Sealant	Removal of Existing Joint Filler and Sealant - State the per linear foot price for removal of joint filler and sealant products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	\$ <u>1.50</u> Per Linear Foot	- HAND TOOL SCRAPING	
28	Removal of All Other Existing Flooring Products	Removal of All Other Existing Flooring Products - State the per square foot price for removal of all other existing flooring products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	\$ <u>N/P</u> Per Square Foot		
29	Removal and Disposal of Trash	Removal and Disposal of Trash - State the per square yard price for the removal and disposal of trash. Price to include all necessary supplies, labor, and miscellaneous items to complete removal and disposal of trash.	\$ <u>1.75</u> Per Square Yard	- FLOORING DEBRIS ONLY (NON-ENVIRONMENTALLY HAZARDOUS MATERIAL)	
30	Furniture and Equipment Moving	Furniture and Equipment Moving - State the per square yard price for furniture and equipment moving. Price to include all necessary supplies, labor, and miscellaneous items to complete moving of furniture and equipment.	\$ <u>4.50</u> CASED FURNITURE Per Square Yard \$ <u>6.75</u> MODULAR LIFT		- EMPTY FURNITURE ONLY

PROPOSAL NOTE

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PROPOSAL SPECIFICATION FORM

Exhibit "A"



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(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
Section IV: Carpet and Tile Cleaning Services					
31	Discount (%) off catalog/pricelist for Carpet Cleaning Services	Please state the discount (%) off catalog/pricelist for Carpet Cleaning Services . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/P</u> %		
32	Discount (%) off catalog/pricelist for Tile and Grout Cleaning Services	Please state the discount (%) off catalog/pricelist for Tile and Grout Cleaning Services . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/P</u> %		

PROPOSAL NOTE

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PROPOSAL SPECIFICATION FORM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2019

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

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

PRODUCER Catto & Catto LLP 106 S. St. Mary's Street, Suite 800 San Antonio TX 78205-1801	CONTACT NAME: Cecilia Jurado PHONE (A/C, No, Ext): 210-222-2161 E-MAIL: cjurado@catto.com ADDRESS: cjurado@catto.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company INSURER B : Texas Mutual Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Ace Floor Solutions, LLC; Ace TCB Holding, LLC Mr. Russ Knoblock 4888 Whirlwind Dr San Antonio TX 78217	NAIC # 10677 22945	

COVERAGES

CERTIFICATE NUMBER: 495088342

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		EPP0056207	1/8/2019	1/8/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EBA0056207	1/8/2019	1/8/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		EPP0056207	1/8/2019	1/8/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0001187391	1/25/2019	1/25/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**Ace Floor Solutions
4888 Whirlwind Drive
San Antonio TX 78217

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

AUTHORIZED REPRESENTATIVE

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