

**REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)
FOR CONSTRUCTION SERVICES**

FOR

MCKINNEY DOWNTOWN PARKING LOTS #1 AND #2 PROJECT

CITY OF MCKINNEY, TEXAS

RFCSP No. 17-51RFCSP

Issued

Sunday, March 26, 2017

**A Pre-Submittal Conference is scheduled for
2:00 PM Central Daylight Savings Time (CST),
Tuesday, April 4, 2017 at
McKinney Purchasing Department
1550 South College St., Building D, McKinney, Texas 75069**

**Competitive Sealed Proposals
will be accepted by mail or hand delivery no later than
2:00 PM CDST, Thursday, April 13, 2017, to:**

**Lisa Littrell, Purchasing Manager
1550 South College Street – Building D
McKinney, Texas 75069
P.O. Box 517
McKinney, Texas 75070**

Offerors must submit their Proposal, the response letter / signature page, the questionnaire and all additional documents. It is requested that Offeror provide one (1) original, so labeled, and six (6) hardcopies of all documents in a sealed envelope and manually signed in ink by a person having the authority to submit firm's information and qualifications, as well as one (1) electronic copy on CD, DVD or USB in PDF format (PDF copy must have signature included).

The City of McKinney is always conscious and extremely appreciative of your time and effort in the preparing of this information. Requests for information/clarification should be directed in writing to:

**John Lemmond, Buyer II
City of McKinney
jlemmond@mckinneytexas.org
972-547-2087**

SECTION 5

RESPONSE TO RFCSP NO. 17-51RFCSP

Lisa Littrell, Purchasing Manager
1550 Building D South College Street
P.O. Box 517
McKinney, Texas 75069

Dear Ms. Littrell:

This Bid shall remain in effect for sixty (60) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The person signing this Response on behalf of the Offeror represents to City that:

- (1) The information provided herein is true, complete and accurate to the best of the knowledge and belief of the undersigned; and
- (2) He/she has full authority to execute this Response on behalf of Offerors.
- (3) Offeror has received the Addenda to this RFCSP, specifically, Addenda numbered _____.

Executed this 13th day of April, 2017.

North Rock Construction, LLC
Bidder (Entity Name)
525 S.Loop 288 Suite 105
Street & Mailing Address
Denton, Texas 76205
City, State and Zip
940-220-5500
Telephone No.
jgann@nrockconstruction.com
E-mail Address

Signature
John F. Gann II
Print Name of Signatory
President
Title of Signatory

Fax No.

Mobile No.

If not the same as above, indicate the city and state that your principal place of business is located: Same

Attachment: Responses to Offeror's Questionnaire

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

North Rock Construction, LLC

525 S. Loop 288, Suite 105
Denton, TX 76205

OWNER:

(Name, legal status and address)

City of McKinney

1550 South College Street - Building D., McKinney, TX 75069

BOND AMOUNT:

Five Percent of the Greatest Amount Bid (5% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

McKinney Downtown Parking Lots #1 #2 Project FC1611 17-51RFCSP

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

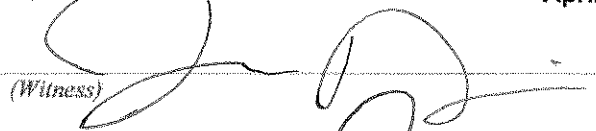
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **13th** day of **April** **2017**


(Witness)


(Witness)

John McMichael

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

North Rock Construction, LLC

(Principal)

(Title)


(Seal)

Philadelphia Indemnity Insurance Company

(Surety)

(Title)


(Seal)

Trenae Donovan

, Attorney-in-Fact

Init.

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IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA. Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

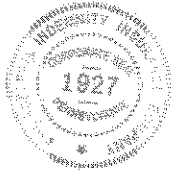
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **William D. Baldwin, Blaine Allen, Brent Baldwin, Brock Baldwin, Michael B. Hill, Monica Campos, Trenae Donovan, Brady K. Cox, and/or Russ Frenzel of Baldwin-Cox Agency LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

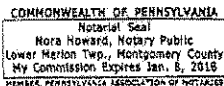
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of April, 2017.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PROPOSAL FORM

BIDDER: North Rock Construction, LLC

ADDRESS: 525 South Loop 288 Suite 105
Denton, Texas 76205

PHONE: 940-220-5500

PRIMARY CONTACT NAME: John F. Gann II

EMAIL: jgann@nrockconstruction.com

CELL PHONE: 940-220-5500

PLEASE SUBMIT SEVEN (7) HARD COPIES OF YOUR PROPOSAL, ONE ORIGINAL AND SIX HARD COPIES, AS WELL AS ONE ELECTRONIC COPY ON CD/DVD/USB IN PDF FORMAT.

ANY PROPOSAL RECEIVED WITHOUT THE SEVEN (7) HARD COPIES AND ONE (1) ELECTRONIC COPY WILL BE CONSIDERED NONRESPONSIVE.

PROJECT IDENTIFICATION:

Project Name: DOWNTOWN MCKINNEY PARKING LOTS #1 AND #2

Project No.: FC1611

Bid No.: 17-51RFCSP

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with City in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Request for Competitively Sealed Proposals and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Proposal guaranty. This Proposal will remain subject to acceptance for 90 calendar days after the day of opening Proposals. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of City's Notice of Award.
3. In submitting this Proposal, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Contract Documents and of the following Addenda (receipt of which is hereby acknowledged):

Dated
4/10/17

Received
4/10/17

Number
No. 1
No. 2
No. 3

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
 - (d) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
 - (e) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - (f) Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
 - (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Proposal; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.
4. Bidder will complete the Work for the price(s) shown in the following Key Events Schedule of bid items (Section 2.13) and within 120 calendar days.
5. Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given, and to substantially complete the work on which he has bid within 120 consecutive calendar days as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final

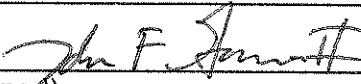
12. In the event of the award of a contract to the undersigned, the undersigned will furnish Performance and Payment Bonds for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract with sureties offered by _____ to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. In addition, the undersigned will furnish a Maintenance Bond in the amount of 15% of the contract sum covering defects of material and workmanship for two calendar years following the City's approval and acceptance of the construction.

13. The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the City.

14. The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

This is a Proposal of North Rock Construction, LLC, a corporation organized and existing under the laws of the State of Texas, or a limited partnership organized and existing under the laws of the State of _____, or a partnership, consisting of _____ or an Individual doing business as _____.

Seal and Authorization
(If a Corporation)


(Signed)

President
(Title)

525 S. Loop 288 Suite 105
(Street Address)

Denton, Texas 76205
(City and State)

940-220-5500
(Telephone Number)

4/13/17
(Date)

SECTION 6

OFFEROR'S QUESTIONNAIRE FOR RFCSP NO. 17-51RFCSP

Offerors are required to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to the Offeror's Questionnaire.

1. Legal name of the company:

North Rock Construction, LLC

Authorized point of contact for the company:

Name: John F. Gann II Title: President

Email: jgann@nrockconstruction.com Cell: 940-220-5500

Address of office that would be providing service:

525 South Loop 288 Suite 105

Denton, Texas 76205

Main phone: 940-220-5500 Direct phone: _____

Number of years in Business: 5

Type of Operation: Individual _____ Partnership X Corporation _____

Number of Employees: 30+ Annual Sales Volume: _____

2. State whether you will provide a copy of your company's financial statements for the past two (2) years, if requested by the City.
3. Provide a financial rating of your company and any documentation (e.g. a Dunn & Bradstreet analysis), which indicates the financial stability of the company.
4. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
5. Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for construction management and/or construction services. Describe how such suit or claims were resolved.

**MCKINNEY
DOWNTOWN
PARKING LOT #1**

	<u>Cost of Materials Incorporated into this Project</u>	<u>Cost of Labor, Profit, etc.</u>	<u>Total Amount Of Proposed Item</u>
Mobilization	\$ <u>0</u>	\$ <u>25,700.25</u>	\$ <u>25,700.25</u>
Installation/ Maintenance of Traffic Control Devices and Detours	\$ <u>0</u>	\$ <u>2,664.22</u>	\$ <u>2,664.22</u>
General Site Preparation	\$ <u>12,000.00</u>	\$ <u>38,526.25</u>	\$ <u>50,526.25</u>
Demolition of Existing Concrete	\$ <u>2,000.00</u>	\$ <u>15,073.17</u>	\$ <u>17,073.17</u>
Demolition of Existing Asphalt	\$ <u>3,000.00</u>	\$ <u>15,287.52</u>	\$ <u>18,287.52</u>
Asphalt Paving (Base)	\$ <u>91,617.66</u>	\$ <u>49,332.59</u>	\$ <u>140,950.25</u>
Concrete Curb, Gutter and Approaches Paving	\$ <u>29,676.94</u>	\$ <u>19,784.63</u>	\$ <u>49,461.57</u>
Landscape Without Tree	\$ <u>3,700.00</u>	\$ <u>3,804.00</u>	\$ <u>7,504.00</u>
Landscape Trees Only	\$ <u>6,000.00</u>	\$ <u>4,080.00</u>	\$ <u>10,080.00</u>
Irrigation	\$ <u>2,000.00</u>	\$ <u>4,160.00</u>	\$ <u>6,160.00</u>
Striping and Pavement Marking	\$ <u>2,016.00</u>	\$ <u>2,464.00</u>	\$ <u>4,480.00</u>
Erosion Control	\$ <u>2,165.85</u>	\$ <u>2,165.86</u>	\$ <u>4,331.71</u>
Electrical and Lighting	\$ <u>144,179.00</u>	\$ <u>54,296.20</u>	\$ <u>198,475.20</u>
Signage	\$ <u>1,658.00</u>	\$ <u>1,478.00</u>	\$ <u>3,136.00</u>
Miscellaneous	\$ <u>10,078.71</u>	\$ <u>23,516.99</u>	\$ <u>33,595.70</u>
Total Sum of Highest Bid Possible (Base)	\$ <u>310,092.16</u>	\$ <u>262,333.68</u>	\$ <u>572,425.84</u>
Alternate Concrete	\$ <u>153,183.97</u>	\$ <u>102,122.65</u>	\$ <u>255,306.62</u>
Total Sum of Highest Bid Possible (Alternate)	\$ <u>371,658.47</u>	\$ <u>315,123.74</u>	\$ <u>686,782.21</u>

**MCKINNEY
DOWNTOWN
PARKING LOT #2**

**Cost of Materials
Incorporated into
this Project**

**Cost of Labor,
Profit, etc.**

**Total Amount
Of Proposed Item**

Mobilization	\$ <u>0</u>	\$ <u>20,996.25</u>	\$ <u>20,996.25</u>
Install/ Maintenance of Traffic Control Devices and Detours	\$ <u>0</u>	\$ <u>2,664.22</u>	\$ <u>2,664.22</u>
General Site Preparation	\$ <u>12,852.62</u>	\$ <u>40,699.99</u>	\$ <u>53,552.61</u>
Demolition of Existing Concrete	\$ <u>1,000.00</u>	\$ <u>3,548.25</u>	\$ <u>4,548.25</u>
Demolition of Existing Asphalt	\$ <u>500.00</u>	\$ <u>1,781.03</u>	\$ <u>2,281.03</u>
Asphalt Paving (Base)	\$ <u>37,664.80</u>	\$ <u>25,109.88</u>	\$ <u>62,774.68</u>
Includes Logan Street Asphalt Paving Concrete Curb, Gutter and Approaches Paving	\$ <u>19,415.86</u>	\$ <u>12,943.92</u>	\$ <u>32,359.78</u>
Landscape Without Trees	\$ <u>12,895.20</u>	\$ <u>8,597.51</u>	\$ <u>21,492.71</u>
Landscape Trees Only	\$ <u>800.00</u>	\$ <u>544.00</u>	\$ <u>1,344.00</u>
Irrigation	\$ <u>1,000.00</u>	\$ <u>2,024.00</u>	\$ <u>3,024.00</u>
Striping and Pavement Marking	\$ <u>1,680.00</u>	\$ <u>1,680.00</u>	\$ <u>3,360.00</u>
Erosion Control	\$ <u>1,661.85</u>	\$ <u>1,661.86</u>	\$ <u>3,323.71</u>
Electrical and Lighting	\$ <u>52,070.00</u>	\$ <u>21,082.80</u>	\$ <u>73,152.80</u>
Signage	\$ <u>784.00</u>	\$ <u>784.00</u>	\$ <u>1,568.00</u>
Miscellaneous	\$ <u>14,636.94</u>	\$ <u>9,757.97</u>	\$ <u>24,394.91</u>
Total Sum of Highest Possible (Base)	\$ <u>156,961.27</u>	\$ <u>153,875.68</u>	\$ <u>310,836.95</u>
Alternate Concrete	\$ <u>46,962.09</u>	\$ <u>31,308.07</u>	\$ <u>78,270.16</u>
Includes Logan street asphalt paving Total Sum of Highest Possible (Alternate)	\$ <u>166,258.56</u>	\$ <u>160,073.87</u>	\$ <u>326,332.43</u>

Asphalt deduct Add Alt. Concrete for total

COMBINED PARKING LOTS #1 and #2	Cost of Materials Incorporated into this Project	Cost of Labor, Profit, etc.	Total Amount Of Proposed Item
Mobilization	\$ <u>0</u>	\$ <u>46,696.50</u>	\$ <u>46,696.50</u>
Install/ Maintenance of Traffic Control Devices and Detours	\$ <u>0</u>	\$ <u>5,328.44</u>	\$ <u>5,328.44</u>
General Site Preparation	\$ <u>24,852.62</u>	\$ <u>79,226.24</u>	\$ <u>104,078.86</u>
Demolition of Existing Concrete	\$ <u>3,000.00</u>	\$ <u>18,621.42</u>	\$ <u>21,621.42</u>
Demolition of Existing Asphalt	\$ <u>3,500.00</u>	\$ <u>17,068.55</u>	\$ <u>20,568.55</u>
Asphalt Paving (Base)	\$ <u>129,282.46</u>	\$ <u>74,442.47</u>	\$ <u>203,724.93</u>
Concrete Curb, Gutter and Approaches Paving	\$ <u>49,092.80</u>	\$ <u>32,728.55</u>	\$ <u>81,821.35</u>
Landscape Without Tree	\$ <u>16,595.20</u>	\$ <u>12,401.51</u>	\$ <u>28,996.71</u>
Landscape Trees Only	\$ <u>6,800.00</u>	\$ <u>4,624.00</u>	\$ <u>11,424.00</u>
Irrigation	\$ <u>3,000.00</u>	\$ <u>6,184.00</u>	\$ <u>9,184.00</u>
Striping and Pavement Marking	\$ <u>3,696.00</u>	\$ <u>4,144.00</u>	\$ <u>7,840.00</u>
Erosion Control	\$ <u>3,827.70</u>	\$ <u>3,827.72</u>	\$ <u>7,655.42</u>
Electrical and Lighting	\$ <u>196,249.00</u>	\$ <u>75,379.00</u>	\$ <u>271,628.00</u>
Signage	\$ <u>2,442.00</u>	\$ <u>2,262.00</u>	\$ <u>4,704.00</u>
Miscellaneous	\$ <u>24,715.65</u>	\$ <u>33,274.96</u>	\$ <u>57,990.61</u>
Total Sum of Highest Bid Possible (Base)	\$ <u>467,053.43</u>	\$ <u>416,209.36</u>	\$ <u>883,262.79</u>
Alternate Concrete	\$ <u>200,146.06</u>	\$ <u>133,430.72</u>	\$ <u>333,576.78</u>
Total Sum of Highest Possible (Alternate)	\$ <u>537,917.03</u>	\$ <u>475,197.61</u>	\$ <u>1,013,114.64</u>

10. Provide a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. City reserves the right to accept or reject any subcontracts and/or amount subcontracted.

Schedule of Subcontracts

	<u>Subcontractor's Name</u>	<u>Type of Work</u>	<u>% of Work</u>
1.	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
2.	<u></u>	<u></u>	<u></u>
3.	<u></u>	<u></u>	<u></u>
4.	<u></u>	<u></u>	<u></u>
5.	<u></u>	<u></u>	<u></u>
6.	<u></u>	<u></u>	<u></u>
Total % of Work Subcontracted			<u>TBD</u>

If additional space is necessary to provide a complete listing, please attach such additional pages as may be required.

11. In connection with the major items of materials to be furnished and installed, the particular supplier of equipment and materials, which the undersigned proposed to furnish will be listed in the schedule of Major Material Suppliers found below.

Schedule of Major Materials

	<u>Supplier's Name</u>	<u>Major Items of Materials to be Furnished and Installed</u>
1.	<u>TBD</u>	<u>TBD</u>
2.	<u></u>	<u></u>
3.	<u></u>	<u></u>
4.	<u></u>	<u></u>
5.	<u></u>	<u></u>
6.	<u></u>	<u></u>

If additional space is necessary to provide a complete listing, please attach such additional pages as may be required.

6. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
7. Does any relationship exist between your company and any of City's officers, employees or Architect whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.
8. Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and Loss Indicator Rate (LIR).
9. Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in the City selecting your company.
10. Describe your firm's past performance on other contracts for the City of McKinney or other cities (e.g. cost control, cost savings, schedule control) and your firm's demonstrated technical competence and management qualifications with CMAR projects, particularly those that are similar to the proposed project type.
11. Describe your firm's past performance on other contracts related (e.g. cost control, cost savings, schedule control).
12. Describe your firm's demonstrated technical competence and management qualifications with construction contracting projects, particularly those that are similar to the proposed type.
13. Provide a minimum of three and a maximum of five projects with photos for which your firm has provided/is providing construction management or construction services which are most related to this project. In determining which projects are most related, consider: same or related use of facilities related size and complexity; whether the project consisted of an expansion of an existing facility or new construction; how many members of the proposed team (and their role) worked on the listed project; and, how recently the project was completed. List the projects in priority order, with the most related projects listed first.
14. Describe the way your firm develops and maintains project schedules. How often do you update schedules? For three of the projects listed in this Response, provide examples of how these techniques were used. Include specific examples of scheduling challenges, and how your firm helped solve them.
15. Provide customer reference letters from no less than three (3) public entities with which Offeror currently has contracts and/or has previously provided construction management

services of equal type and scope within the past five (5) years. **DO NOT ONLY USE REFERENCES FROM CURRENT CITY OF MCKINNEY OFFICIALS.**

North Rock Construction, LLC

525 South Loop 288 Suite 105

Denton, Texas 76205

Offeror's Questionnaire for RFCSP No. 17-51RFCSP

1. Filled out on form
2. Not at the time but can if requested by the City
3. N/A, can provide upon City's request
4. No
5. No pending litigations or claim in past or present.
6. No current defaults on any loan agreement or financing agreement with any bank, financial institution or other entity.
7. No relationship exist between our company and any city's officers, employees or Architect.
8. N/A, can provide upon City's request
9. N/A, can provide upon City's request
10. On past contract for similar projects we have performed at a high level and met every deadline associated with the project. Along with demolition and paving new parking lot we also install 18" & 24" RCP and storm inlets. Our crews are we equipped to start and finish any project.
11. On past contracts our cost control and cost saving reflect our ability to execute our cost to complete on any project contract. From our President to our Superintendents we are all involved to help keep on schedule and stay within our contract budget.
12. On all our project we have a superintendent that will stay on site to keep progress going and resolve any issues that arise. Our company's communication skills is what helps us to stay on the same page. We have weekly meetings to go over project and schedule a month in advance. Our ability to stay on top of every project is what has helped us to grow as a company.
13. See attached
14. We have weekly schedule with all of our officers in our company to go over any issues, plan a month in advance, and schedule subcontractors. Our project managers have schedules are made before project even starts. These schedules are updated every week after our weekly schedule meeting with all other officers. In some schedule issues we have had to wait a week to mobilize a crew to a different project because of inclement weather and had to stay at the project they were already at to finish their task.
15. See attachments



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877.305.4657

October 5, 2016

References

Project Name and Location:	Russell Creek Trail Undercrossing at Independence	Plano, TX
Contract Amount:	\$440,292.07	
Scope of work:	Erosion control, temp. fencing, clearing, grubbing, excavation, grading, demo of drainage structures, construct and connect new drainage structures, new hike and bike reinforced concrete trail, retaining wall with stone face, guard rail with stone columns, and establish sod.	
Owner Contact Info:	City of Plano, TX	Renee Burke Jordan, AICP
	(972) 941-7168	reneej@plano.gov
	PO Box 860358	Plano, TX 75086-0358
Project Name and Location:	E. Jefferson Bridge # 2 Rehabilitation	Grand Prairie, TX
Contract Amount:	\$516,812.91	
Scope of work:	Erosion control & prep of ROW, remove existing concrete & metal, remove & repair cracked concrete, install new guard fence & rail, concrete, wing wall extensions, bridge rail & transitions.	
Owner Contact Info:	City of Grand Prairie, TX	Leland Miller
	(972) 237-8529	Lrmiller@gptx.org
	PO Box 534045	Grand Prairie, TX 75051
Project Name and Location:	Roy Orr Bridge	Grand Prairie, TX
Contract Amount:	\$437,212.78	
Scope of work:	Demo and haul off, excavation and grading, excavate & fill, block sodding, install concrete, void fill, compacted base, install toe walls, under drain and shoulder drain.	
Owner Contact Info:	City of Grand Prairie, TX	Leland Miller
	(972) 237-8529	Lrmiller@gptx.org
	PO Box 534045	Grand Prairie, TX 75051



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Project Name and Location:	Unity Park Phase 2B	Highland Village, TX
Contract Amount:	\$380,713.75	
Scope of work:	N Parking Lot, restrooms and volleyball ct. Erosion control, remove existing, provide earthwork & grading, construct/install concrete, signage, pavement markings, fencing, bike racks, landscaping, restroom bldg..	
Owner Contact Info:	City of Highland Village, TX	Fince Espinosa
	(972) 317-7430	fespinoza@highlandvillage.org
	1000 Highland Village Rd	Highland Village, TX 75077
Project Name and Location:	Saint Jo ISD, Tennis Courts	Saint Jo, TX
Contract Amount:	\$184,880.40	
Scope of Work:	Two (2) tennis courts with associated parking, access sidewalks, and fencing. realignment of access driveway to new courts.	
Owner Contact Info:	Saint Jo Independent School District	Larry H. Smith, Superintendent
	(940) 995-2668	larry.smith@esc9.net
	206 W Evans St	Saint Jo, TX 76265
Project Name and Location:	Watters Crossing	Allen, TX
Contract Amount:	\$369,894.23	
Scope of Work:	Demo & haul off, excavation & grading, handicap & playground ramps, new concrete pavement, hike & bike trail, drainage, install grills, benches and playground units, construct decomposed granite walk & seating area, install stone veneer, sod, repair irrigation system and add drainage.	
Owner Contact Info:	City of Allen, TX	Matthew D. McComb, Landscape Architect
	(214) 509-4721	mmccomb@cityofallen.org
	900 S Greenville Ave	Allen, TX 75002



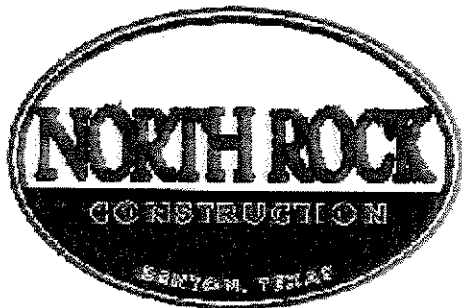
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Project Name and Location:	Carrollton Downtown Trail	Carrollton, TX
Contract Amount:	\$480,000.67	
Scope of Work:	Fiber reinforced concrete trail, trail widening, pavement markings, pedestrian bridge, trail amenities, landscaping, irrigation and pavers.	
Owner Contact Info:	City of Carrollton, TX (972) 466-3078 1945 E. Jackson Rd	Andrew Combs, PE andrew.combs@cityofcarrollton.com Carrollton, TX 75006
Project Name and Location:	Trash Interceptor for West Irving Creek Outlet	City of Irving, TX
Contract Amount:	\$ 648,766.83	
Scope of Work:	all concrete, steel, appurtenances, tools, equipment, labor and incidentals necessary to install complete in place the drive aisles, pavement, reinforced concrete footings, gabions, and associated site work for the trash interceptor structures	
Owner Contact Info:	City of Irving, TX (972) 721-2719 825 W Irving Blvd	Gene Moulden, Planning Manager gmoulden@cityofirving.org Irving, TX 75060
Project Name and Location:	Recreational Parking City of Lewisville	Denton County Transit Authority
Contract Amount:	\$253,032.16	
Scope of Work:	Grading, drainage, paving, lighting and landscape improvements	
Owner Contact Info:	DCTA (972) 316-6092 1955 Lakeway Dr, Ste 260B	Athena Forrester, CPPB aforrester@dcta.net Lewisville, TX 75057



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Project Name and Location:	Pedestrian Trail Connection Project	Highland Village, TX
Contract Amount:	\$1,007,937.92	
Scope of Work:	5" and 6" reinforced concrete pavement, reinforced concrete pipe and box culvert drainage structures, inlets, headwalls, stone veneer reinforced concrete retaining walls, landscaping, irrigation, electrical, and other misc. related appurtenances	
Owner Contact Info:	City of Highland Village, TX	Fince Espinosa
	(972) 317-7430	fespinoza@highlandvillage.org
	1000 Highland Village Rd	Highland Village, TX 75077
Project Name and Location:	The Dog Park at Jack Carter Park	Plano, TX
Contract Amount:	\$531,613.46	
Scope of Work:	Entry gates, fence and plaza reconstruction, shade shelters, lighting and controls, irrigation system, misc. concrete paving and site furnishings.	
Owner Contact Info:	City of Plano, TX	Bill Dakin
	(972) 941-7271	billd@plano.gov
	PO Box 860358	Plano, TX 75086-0358
Project Name and Location:	Hillside Park	Allen, TX
Contract Amount:	\$252,142.76	
Scope of Work:	Concrete flatwork, playground improvements, masonry signage, demo, landscape, earthwork and irrigation.	
Owner Contact Info:	City of Allen, TX	Laura Demos, Park Planner
	(214) 509-4720	ldemos@cityofallen.org
	900 S. Greenville Ave.	Allen, TX 75002



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Project Name and Location: Wylie Municipal Complex Trail Wylie, TX

Contract Amount: \$480,436.50

Scope of Work: Park improvements including new concrete trail, sidewalk connections, enhancement of an old roadway, new pre-fabricated pedestrian bridge, and other misc.

Owner Contact Info: City of Wylie, TX Michael B. Sferra, Public Service Director
(972) 516-6381 mike.sferra@wylietexas.gov
300 Country Club Rd, Bldg. 100 Wylie, TX 75098

Project Name and Location: Collin County Walking Trail Collin County

Contract Amount: \$418,593.95

Scope of Work: Construction of walking trail including trail lighting, picnic areas, and memorial plaque wall area. Demo and roadway work as required

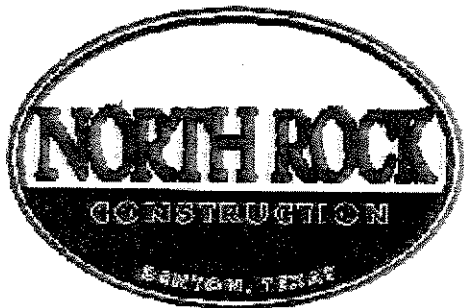
Owner Contact Info: Collin County, TX Matthew F. Dobecka, CPPO, CPPB
(972) 548-4103 mdobecka@collincountytexas.gov
2300 Bloomdale Rd., Ste 3160 McKinney, TX 75071

Project Name and Location: Lone Star/Campion Trail Connection City of Irving

Contract Amount: \$2,391,150.78

Scope of Work: Excavation and grading, 13,000 lf of primary concrete trail, retaining walls, low water crossings, ornamental railing, pedestrian bridge, 75 lf box culvert, masonry walls and columns, fencing and railing, park furnishings, and associated appurtenances.

Owner Contact Info: City of Irving, TX Gene Moulden, Planning Manager
(972) 721-2719 gmoulden@cityofirving.org
825 W Irving Blvd Irving, TX 75060

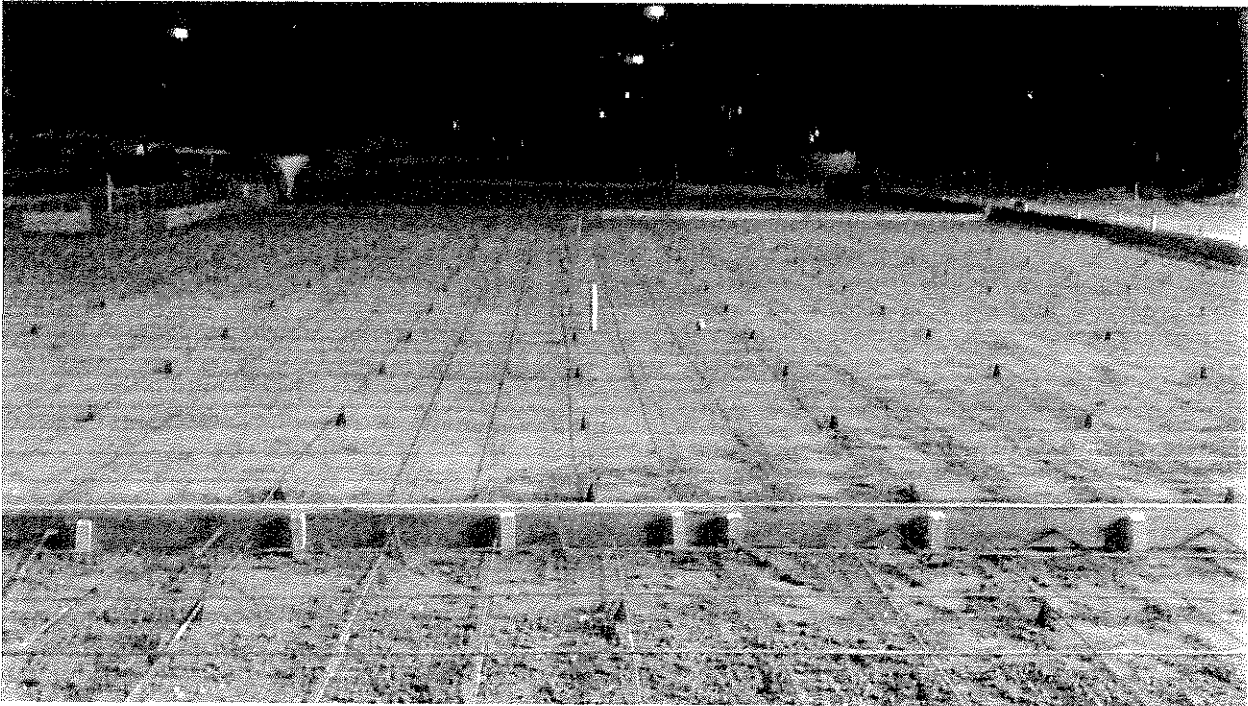


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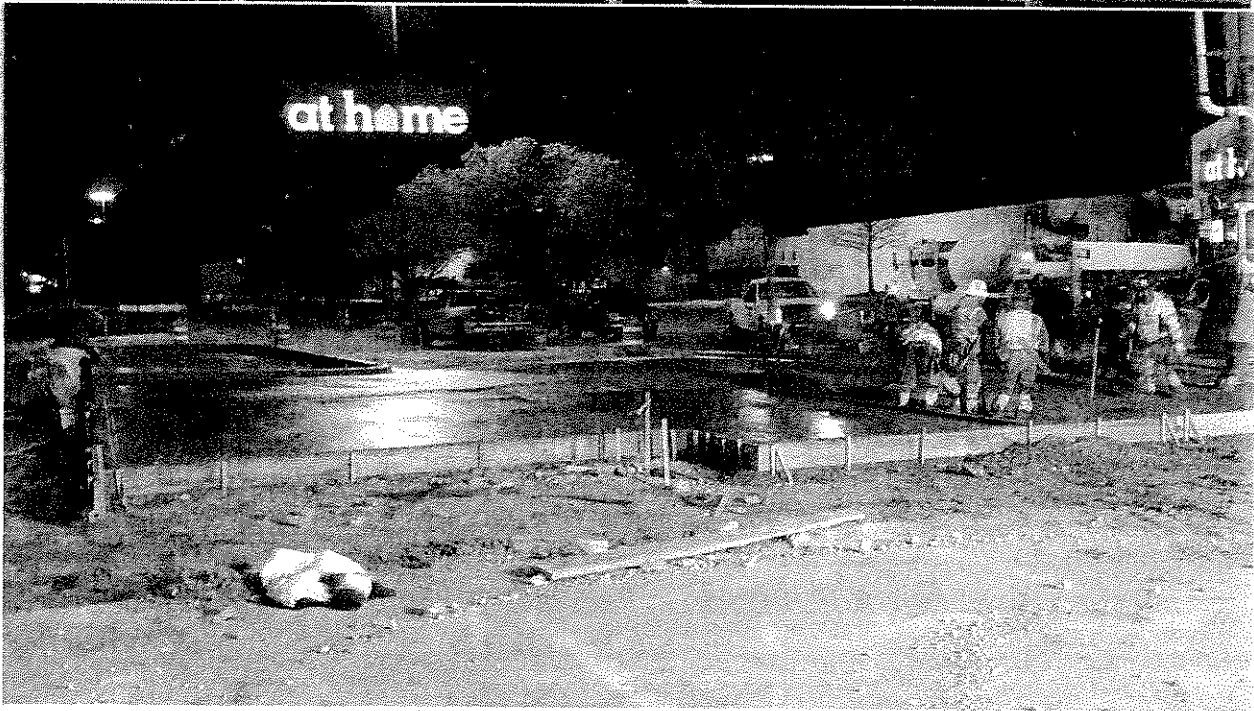
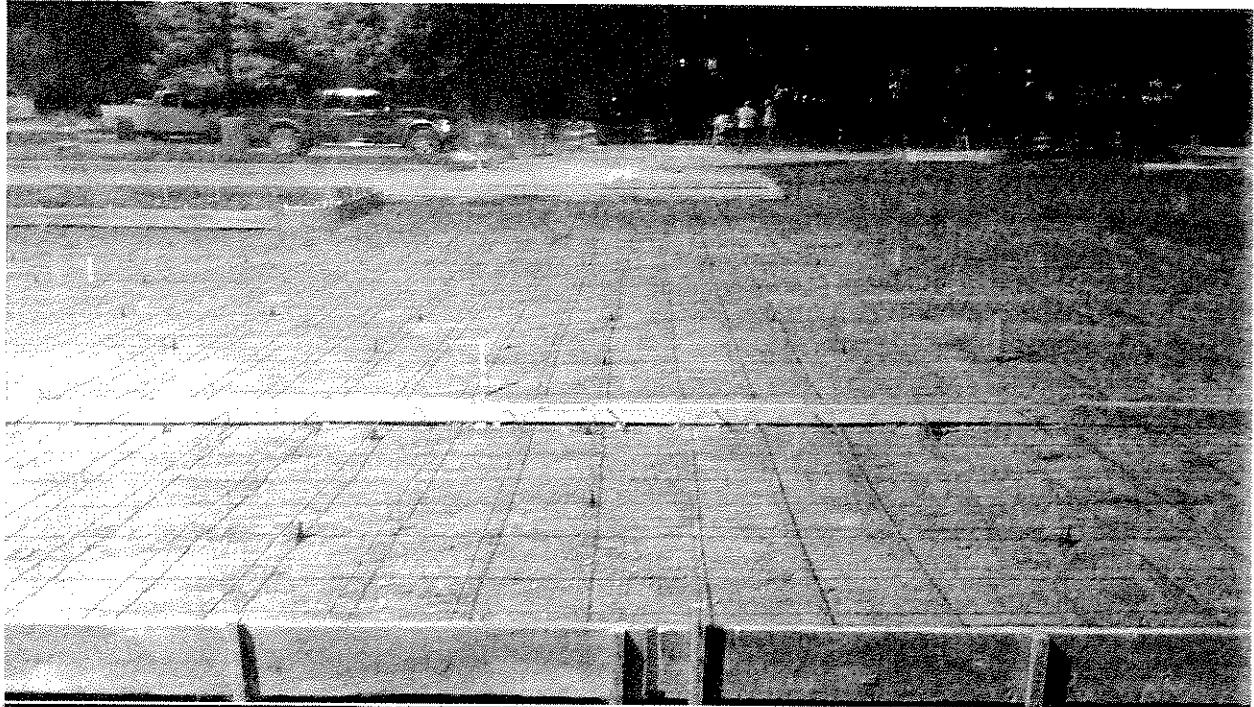
Project Name and Location:	Various Projects	Denton, TX
Contract Amount:	\$5,000 to \$300,000+	
Scope of Work:	demo, backfill, foundations, paving, ramps, curb & gutter, etc.	
G/C Contact Info:	Links Construction LLC	Justin Beedle, President
	(940) 566-5465	jbeedle@linksconstruction.biz
	525 S. Loop 288, Suite 105	Denton, TX 76205

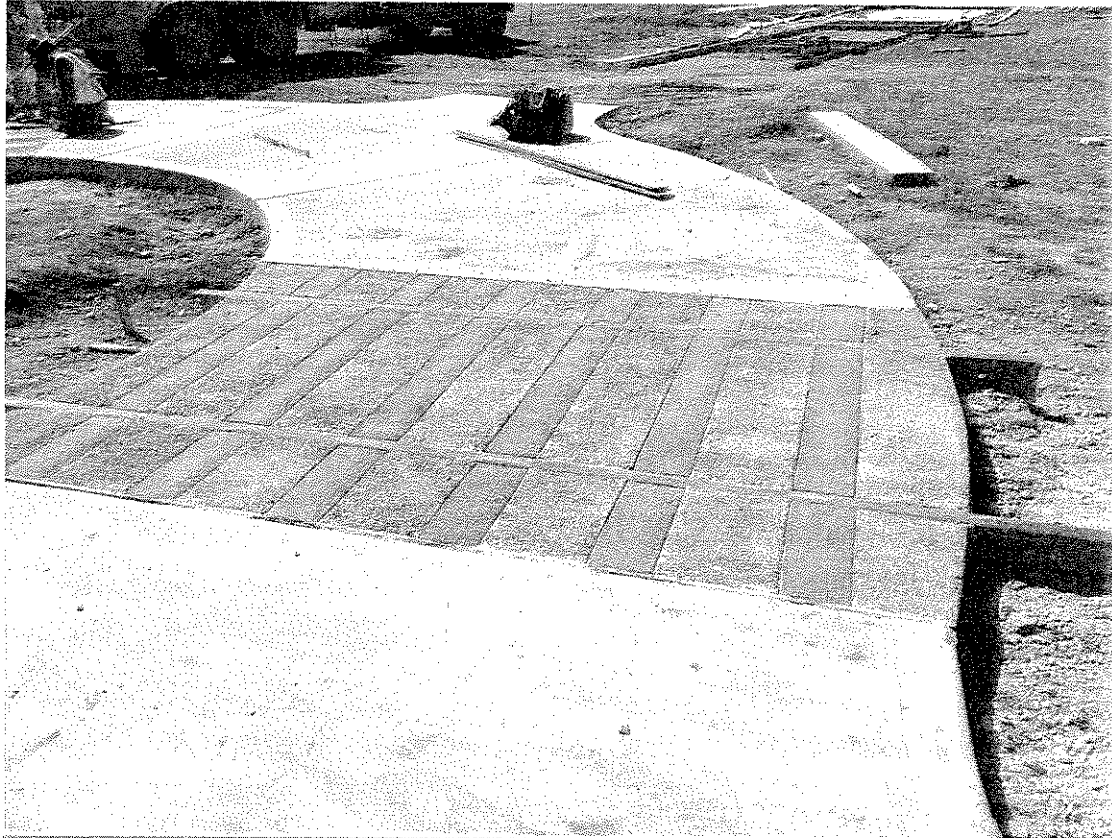
Current Projects:

Sonntag Neighborhood Park	City of McKinney, TX	\$1,790,148.37
Bridge Repair and Rehab/7 Bridges	City of Fort Worth, TX	\$ 688,971.53
Martha Walker Park Development	City of Arlington, TX	\$ 648,820.00
Prisma Dental	Links Construction	\$ 162,805.06
Avance Medical	Links Construction	\$ 332,484.14
Burleson Pedestrian Improvements	City of Burleson, TX	\$ 1,384,631.55
Allen Historic Water Station	City of Allen	\$ 1,227,888.69

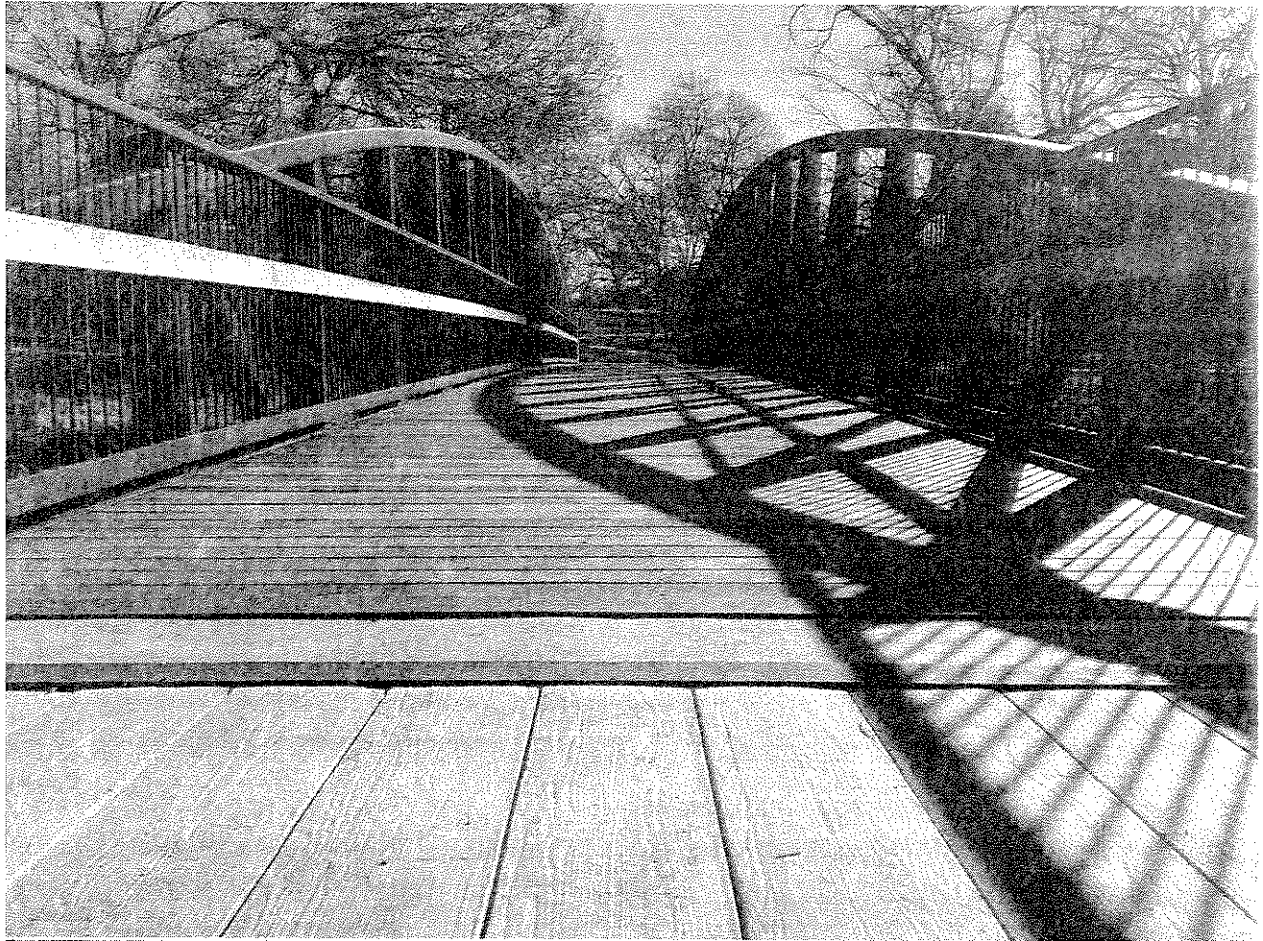


At Home-Lewisville
Parking Lot Additions





Allen Historic Water Station



North Rock Construction, LLC
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Denton, Texas 76205

Johnny,

After this morning's evaluation, we need you to provide additional information that was requested in the original RFCSP 17-51RFCSP.

Page 5 of 29: Firms' number of years in business, size and staffing. Please also provide an Organizational Chart: **See attachment**

Page 27-28 of 29:

Question #2 – Provide a D&B number or a letter from your bank stating financial stability or something similar. **See attachment**

Question #8 – Provide Safety Record as requested.

Experience Modifier Rate (EMR) .74

Recordable Incident Rate (RIR) 2.72

Loss Indicator Rate (LIR) 5.43

Question #9 – Provide information as requested. **See attachment**

Question #15 – Provide customer reference letter(s) if available: **Johnny has emailed to you the information regarding this question.**

Addendum #1:

Page 10 of 12

Provide Schedule of Subcontractors

Perfect Finish Landscaping – Landscaping

Reynold's Asphalt – Asphalt

George-McKenna Electrical Contractors – Electrical

Stripe-A-Zone – Pavement Markings and Parking Lot Signs

Separate Site Work (if applicable), concrete, asphalt, electrician, landscaper, etc.

Provide Schedule of Major Materials

CMC Construction Services – Concrete Preparation Material & Reinforcement

HD Supply White Cap – Concrete Preparation Material & Reinforcement

Redi- Mix Concrete – Redi Mix Concrete Material

Additionally, we also need to know:

You have staggered the start dates, but as explained at the pre-submittal conference and within Addendum #1 these parking lots are to be constructed simultaneously. Do you have the manpower, equipment, materials, etc. to construct these simultaneously? **Yes we do**

Due to a major public event planned in downtown McKinney over Memorial Day weekend, construction may not be allowed to start until June 1st. How would this effect your workload, staffing and ability to remain on schedule? **This will not affect our workload, staffing or ability to remain on schedule**

Question #9:

North Rock Construction specializes in construction of site development, parks and recreation construction, sports construction, bridge construction, parking lot development/expansion, and more. North Rock's focus is taking care of our customers and building a foundation of trust that will continue for years to come. We strive for zero punch list closeout. In doing so, North Rock's experience team works closely with key project personnel to make sure that the quality and precision of work is unsurpassed.

1:34 PM

1/4/2017

Accrual Basis

North Rock Construction, LLC

Profit & Loss

January through December 2015

	Jan - Dec 15
Ordinary Income/Expense	
Income	
4000 · Job Income	6,176,070.69
4098 · Sales Tax Discounts	6.05
Total Income	6,176,076.74
Cost of Goods Sold	
5210 · Indirect Labor	281,483.00
5250 · Performance & Payment Bond Expe	100,651.00
5350 · Labor Expense	976,326.85
5450 · Material Expense	2,272,742.40
5500 · Subcontractor Expense	1,609,445.40
5600 · Small Tools	1,583.84
5800 · Equipment Rental	440,000.98
Total COGS	5,682,233.47
Gross Profit	493,843.27
Expense	
6010 · Guaranteed Partner Payments	86,436.96
6030 · Medical Insurance Expense - Par	24,050.73
6100 · DOT Phys./Testing& Hiring Exp.	7,556.00
6200 · Estimating Expense	-0.47
6210 · Continuing Education	3,711.00
6280 · Management Fees	43,705.68
6310 · Licenses & Permits	81.57
6311 · Dues & Subscriptions	2,916.03
6410 · Legal and Accounting	14,424.80
6500 · Small Tools Expense	38.29
7010 · Janitorial Expense	2,888.51
7011 · Insurance Expense	19,190.91
7030 · Rent Expense	24,000.00
7040 · Repairs and Maintenance	2,362.13
7050 · Utilities Expense	5,262.45
7110 · Computer, Internet, Phone	14,315.78
7210 · Advertising and Promotion	3,358.97
7310 · Office Expense	8,472.44
7320 · Bank Service Charges	530.00
7325 · Fines and Fees	125.00
7410 · Meals and Entertainment	3,187.08
7415 · Meals 100%	567.84
7420 · Vehicle & Equip Expenses	0.46
7430 · Travel	498.21
7810 · Miscellaneous Expense	2.08
9000 · Payroll Expense	142,271.53
Total Expense	409,953.98
Net Ordinary Income	83,889.29
Other Income/Expense	
Other Income	577.69
Other Expense	43,362.25
Net Other Income	-42,784.56
Net Income	41,104.73

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1/4/20/17

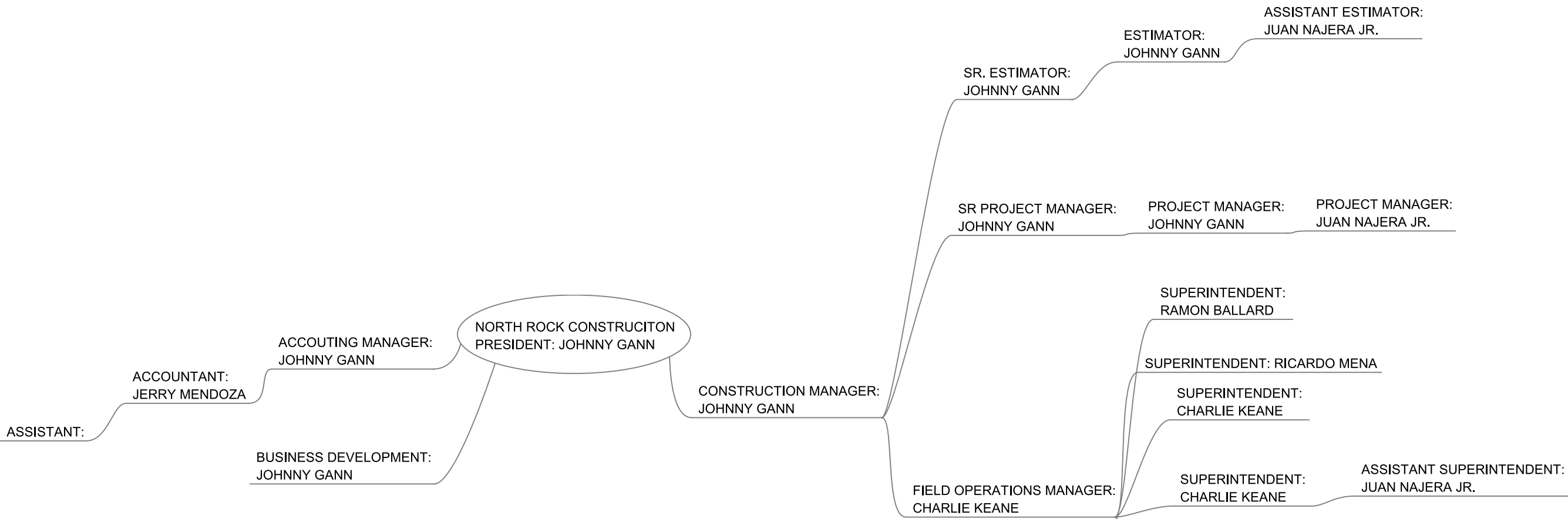
Accrual Basis

North Rock Construction, LLC

Profit & Loss

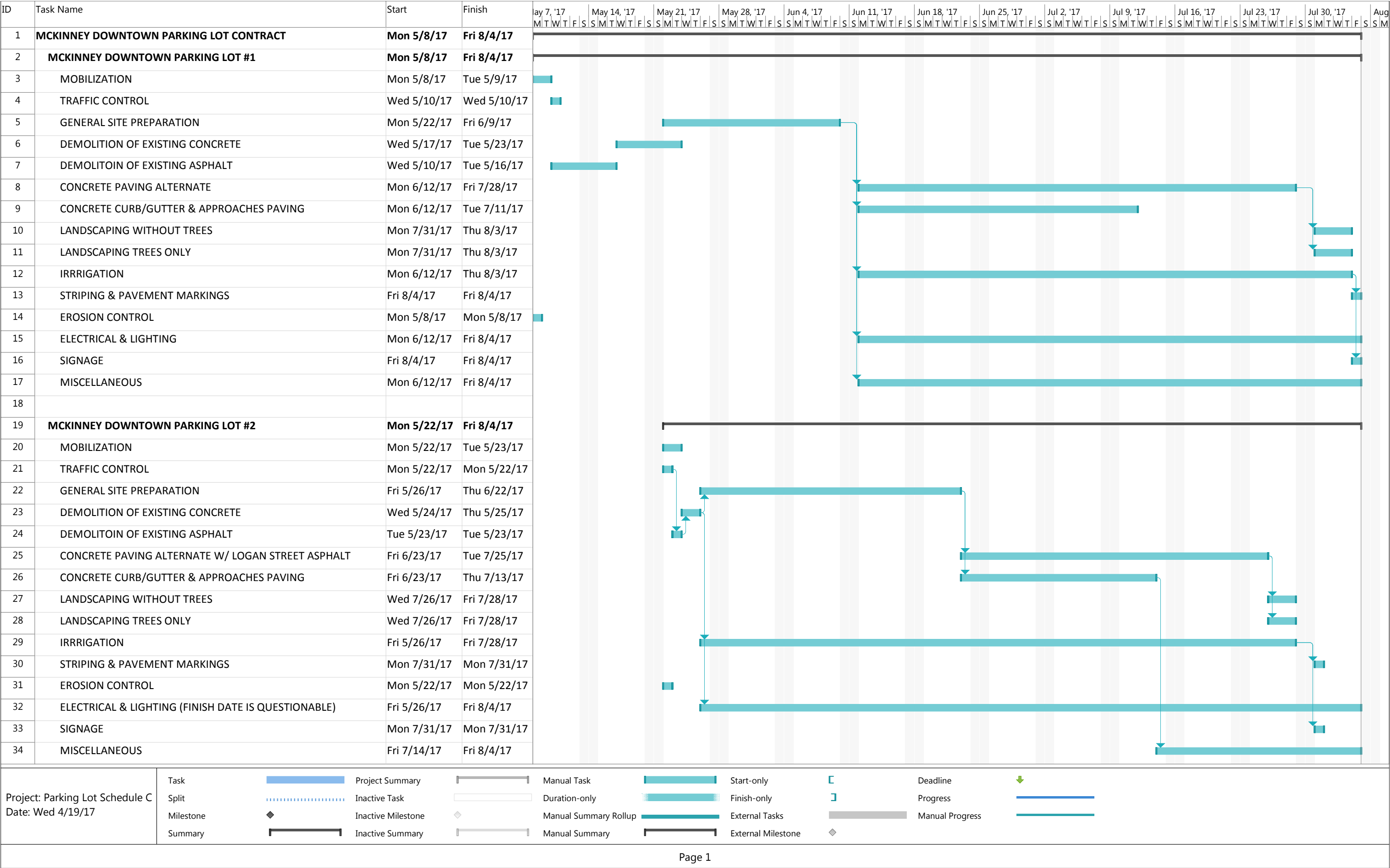
January through December 2016

	Jan - Dec 16
Ordinary Income/Expense	
Income	
4000 · Job Income	6,782,304.81
4050 · Misc Income	5,000.00
4098 · Sales Tax Discounts	6.47
Total Income	6,787,311.28
Cost of Goods Sold	
5210 · Indirect Labor	175,563.47
5250 · Performance & Payment Bond Expe	31,372.00
5350 · Labor Expense	1,138,951.30
5450 · Material Expense	2,020,775.50
5500 · Subcontractor Expense	1,967,909.37
5600 · Small Tools	1,634.54
5800 · Equipment Rental	724,064.50
5910 · 5910 Job Warranty Expense	6,266.44
Total COGS	6,066,537.12
Gross Profit	720,774.16
Expense	
6010 · Guaranteed Partner Payments	86,436.96
6030 · Medical Insurance Expense - Par	19,608.24
6040 · Life Insurance Expense - Partne	191.85
6060 · 401 (k) Matching Expense	4,219.66
6100 · DOT Phys./Testing& Hiring Exp.	2,792.21
6200 · Estimating Expense	5,510.36
6210 · Continuing Education	375.50
6280 · Management Fees	41,790.00
6310 · Licenses & Permits	714.23
6311 · Dues & Subscriptions	3,152.40
6410 · Legal and Accounting	18,063.25
6500 · Small Tools Expense	505.50
66900 · Reconciliation Discrepancies	6.13
7010 · Janitorial Expense	3,052.85
7011 · Insurance Expense	108,935.71
7030 · Rent Expense	24,720.00
7040 · Repairs and Maintenance	196.28
7050 · Utilities Expense	5,534.22
7110 · Computer, Internet, Phone	16,751.20
7210 · Advertising and Promotion	8,619.50
7310 · Office Expense	12,971.70
7320 · Bank Service Charges	515.26
7340 · Postage and Delivery	115.00
7410 · Meals and Entertainment	1,447.61
7415 · Meals 100%	4.00
7420 · Vehicle & Equip Expenses	5,708.86
7430 · Travel	5,434.04
7810 · Miscellaneous Expense	25.83
9000 · Payroll Expense	195,082.57
Total Expense	572,480.92
Net Ordinary Income	148,293.24
Other Income/Expense	
Other Income	300.13
Other Expense	135,158.19
Net Other Income	-134,858.06
Net Income	13,435.18



North Rock has been in business 5 years since Jan. 2013
We have thirty-four(34) total employees with North Rock Construction

- 1 President/Project Manager/Estimator
 - 1 Accountant
 - 1 Project Manager/Assistant Estimator
- 1 Fields Operation Manager/Superintendent
 - 2 Superintendents
 - 2 Mechanic/Drivers
 - 7 Foreman
 - 19 Laborers



Page 1