

1400 Irving Blvd. Ste. 201,  
Irving, Texas 75061  
Ph: 469-921-5568

**SEALED BID ENCLOSED FOR  
SE BRANCH LIBRARY SIDEWALK  
& PAVING IMPROVEMENTS  
CITY OF ARLINGTON, TEXAS**

**Attention:**  
Alf Bumgardner, AIA,  
City of Arlington  
P.O. Box 90231, MS 01-0140  
Arlington, Texas 756004-3231



Bids Due – October 13, 2022  
11:00 AM  
Public Works Conf. Rm 2,  
Second Floor – City Hall  
101 W. Abram Street,  
Arlington, Texas 76010







# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

A&C Construction, Inc.  
1400 W. Irving Blvd, Ste 402  
Irving, TX 75061

**OWNER:**  
*(Name, legal status and address)*

City of Arlington, Texas  
101 W. Abram St.  
Arlington, TX 76010

**BOND AMOUNT:** \$ Five percent (5%) of Bid Amount

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

Arlington Public Library Paving & Sidewalk Improvements

**SURETY:**  
*(Name, legal status and principal place of business)*

Atlantic Specialty Insurance Company  
605 Highway 16  
Plymouth, MN 55441

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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 October, 2022

*[Handwritten Signature]*  
\_\_\_\_\_  
(Witness)

(Witness)

*[Handwritten Signature]*  
\_\_\_\_\_

*[Handwritten Signature]*  
\_\_\_\_\_  
(Principal)



(Title)

(Surety)

Sam J. Sealer, Attorney in Fact  
\_\_\_\_\_  
(Title)

(Seal)



Init.

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User Notes:

(877099080)



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Sam Sealer**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.


This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

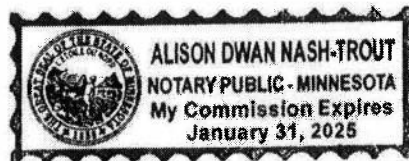
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA  
HENNEPIN COUNTY



By   
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 13th day of October, 2022.

This Power of Attorney expires  
January 31, 2025



  
Kara Barrow, Secretary

**SECTION 00 1030  
Bid Form**

Date: October 13, 2022

Bidder: A&C Construction, Inc.

City of Arlington  
Municipal Office Building (City Hall)  
Public Works and Transportation Conference Room 2  
101 W. Abram Street  
Arlington, Texas, 76010

The undersigned, having examined the Bid Documents, comprising the Project Manual, Drawings and Specifications, being sufficiently familiar with the site of the proposed Work, and being familiar with the conditions of this Contract, hereby proposes to furnish all labor, materials, equipment and services, in accordance with all Contract Documents, necessary to complete the project:

**PAVING AND SIDEWALK IMPROVEMENTS  
SOUTHEAST BRANCH LIBRARY  
900 SE Green Oaks Blvd.  
Arlington, Texas 76018**

**A. BASE BID:** Two Hundred Ninety Nine Thousand - One Hundred  
DOLLARS (\$ 299,100.00 ).

NOTE: Bid amounts shall be shown in words and numbers. In case of ambiguity or conflict, the amount shown in words shall prevail.

**B. TIME:** The undersigned agrees, if awarded the Contract, to commence the Work within ten (10) days of receipt of the Notice to Proceed and to achieve Substantial Completion for the Work required in the Base Bid and any selected Alternates within 80 calendar days following receipt of the Notice to Proceed.

**C. ALLOWANCES:** The Base Bid shall include a lump sum cash allowance of 10% of Base Bid for items as described below:

1. Owner's construction contingency amount \$29,910.00

**G. ADDENDA:** Bidder acknowledges receipt of Addenda as follows:

No. 1 Date October 6, 2022

No. 2 Date October 10, 2022

No. \_\_\_\_\_ Date \_\_\_\_\_

**H. BID SECURITY:** Enclosed with this Bid Form is Bid Security, Bid Bond, in the amount of at least 5% of the greatest amount bid, payable to the Owner, as a guarantee that if awarded the Contract, the undersigned will, within ten (10) days after receiving notice of

acceptance of this bid, execute the Contract and required Surety Bonds on the forms provided, with Corporate Surety satisfactory to the Owner.

- I. EXTENDED PROPOSAL:** Bidder agrees that this bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the closing time for receiving bids.
- I. LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION:** The Undersigned agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of Five Hundred Dollars (\$500.00) for each calendar day after the agreed Date of Substantial Completion that the Work remains not substantially complete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated in the Contract. This sum is not to be construed in any sense a penalty.
- J. BUILDING PERMIT FEES:** The Owner will pay permit related fees in accordance with the fee schedule provided in Section 00 5010 of the Project Manual.
- K. ATTACHMENT TO THIS BID FORM:**
  - 1. SECTION 00 1040 BIDDER'S QUALIFICATIONS
  - 2. SECTION 00 3080 MWBE FORM

SEAL: (If bid is by a corporation)

Submitted by:

A&C Construction, Inc.

Contractor

Jose Granados

By:

President

Title

1400 W. Irving Blvd., Ste 201,

Business Address

Irving, Texas 75061

City, State, Zip Code

972-457-0423

Telephone

**END OF BID FORM**

**Section 00 1040  
Bidder's Qualifications**

**BIDDERS QUALIFICATIONS QUESTIONNAIRE**

- A. The general contractor organization must be able to demonstrate that they and all those performing work under the general contractor's direction are organized to perform the proposed construction. They must also demonstrate that they have consistently and satisfactorily completed public and private facility construction projects similar in scope, complexity, and size over the past five years (or the company's entire history if less than five years).
- B. The general contractor organization is required to complete the attached *Company Project History* forms, providing a complete listing of all municipal projects completed over the past five years. Forms must be completed by each company.
- C. The general contractor is required to complete and submit the following attached questionnaire.
- D. A resume of the proposed project manager, estimator, and superintendent should be prepared and should include educational experience, work experience and a listing of all public and private facility projects completed within the last five years. Include a brief description of the project, its size, construction cost, location, and owner contact. Provide references for each individual.
- E. If the project includes public water, sewer, or street construction, applicable contractor or subcontractor must be listed on the Arlington Approved Contractor list.
- F. All information must be completed and submitted with the bid proposal.

The undersigned certifies that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED BY: \_\_\_\_\_  
(Signature)

NAME: Jose Granados, President

ADDRESS: 1400 W. Irving Blvd., Ste 201,  
Irving, Texas 75061

PRINCIPAL OFFICE: Same as above

WITNESS: \_\_\_\_\_  
(Signature)




## BIDDER QUALIFICATIONS QUESTIONNAIRE

1. How many years has your organization been in business as a contractor?  
Seven Years
2. How many years has your organization been in business under its present business name?  
Seven Years
3. If any, under what other or former names has your business been operated? Explain.  
N/A
4. Approximately what percentage of work performed by your company over the past five years was in public facility construction? Calculate in terms of construction cost.  
Approx. 50%
5. List the categories of work that your organization normally performs with its own forces.  
Earthwork, Concrete, Interior Finishes
6. Claims, Suits, and Damages
  - A. Has your company ever failed to complete any work awarded to it? Explain.  
Never
  - B. Has your company ever been assessed liquidated damages for failure to comply with contractual obligations? Explain.  
Never
  - C. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? Explain.  
None
  - D. Have there been any judgments, claims, arbitration proceedings or suits settled against your organization or its officers over the past five years? Explain.  
None

## BIDDERS QUALIFICATIONS QUESTIONNAIRE

### COMPANY PROJECT HISTORY

Company Name: A&C Construction, Inc.  
Address: 1400 W. Irving Blvd., Ste 201, Irving, TX 75061  
Telephone/Fax: 972-457-0423 Years in business: 7  
Contact/Title: David Stanfield, Vice President  
Signature: 

#### Project History

Project Name: Irving City Hall Paving and Landscape Improvements  
Description: Reconstruction of Sidewalks, Paving, and Landscaping around City Hall Complex  
Company's Responsibilities: Full Service General Construction Management for the Project  
Demo Existing Paving & Landscaping and Replace with New Design Items  
Completion Date: September 2022  
Project Owner/Phone: City of Irving Planning Manager/Architect - Gene Moulden - 972-721-2719  
Contract Amount: \$471,614.20 Superintendent: Miguel Meaves

Project Name: Lewisville Kealy Maintenance Facility - Equipment Shelter Replacement  
Description: Demo Existing Shelter, Build New/Bigger Shelter, New Paving, Electrical Service  
Company's Responsibilities: Full Service General Construction Management for the Project  
Demo Existing Steel Shelter and Replace with New/Bigger Steel Shelter, New Concrete Paving, Electrical Service  
Completion Date: September 2022  
Project Owner/Phone: City of Lewisville Public Works Manager - Ron Carson - 972-219-3525  
Contract Amount: \$534,885.75 Superintendent: Miguel Meaves

Project Name: City Park Improvements Project  
Description: Various Improvements to Two City Ball Parks  
Company's Responsibilities: Full Service General Construction Management for the Project  
Bleachers, Asphalt Paving, Painting, New Ballfield Lighting, Etc. at Two Ball Parks  
Completion Date: June 2022  
Project Owner/Phone: City of Pottsville City Manager - Kevin Farley - 903-786-2281 Ext 5  
Contract Amount: \$147,125 Superintendent: Miguel Meaves

Project Name: Koan School - Facility Upgrades and New Building  
Description: Ground-up 6,000 SF Pre-Eng. Classroom Facility/Remodel of Exist. Building  
Company's Responsibilities: Full Service General Construction Management for the Project  
Paving, Site Work, New Ground-up Building, and Remodel of Existing Building for the School  
Completion Date: December 2022  
Project Owner/Phone: School Administration - Amanda Newton - 817-247-1371  
Contract Amount: \$1,100,000 Superintendent: Carlos Granados

Project Name: Oak Meadows Park Trail  
Description: New Park Sidewalks/Trails, Pads, Block Sodding for City Park  
Company's Responsibilities: Full Service General Construction Management for the Project  
New Park Sidewalks/Trails, Pads, Block Sodding for City Park  
Completion Date: Starting Now - Will Complete by end of December  
Project Owner/Phone: City of Irving Landscape Architect - Terry Read - 972-721-2717  
Contract Amount: \$343,450 Superintendent: Michael Hampton

Project Name: Multiple Ground-up Hotels with Site Work - Staybridge Inn, Hilton, Fairfield Inn  
Description: Ground-up, Multi-Story Hotels with Site Work  
Company's Responsibilities: Full Service General Construction Management for the Project  
Ground-up, Multi-Story Hotels with Site Work  
Completion Date: Various  
Project Owner/Phone: Anil Patel, Developer - 817-796-1330  
Contract Amount: Various - Multi-Millions Superintendent: Various

Project Name: McNorton Garage/Storage Building  
Description: New Ground-up Garage/Storage Building  
Company's Responsibilities: Full Service General Construction Management for the Project  
New Ground-up Garage/Storage Building with Electrical and Site Paving  
Completion Date: October 2022  
Project Owner/Phone: Kent McNorton - 214-537-2678  
Contract Amount: \$70,549 Superintendent: Miguel Meaves

**END OF BIDDERS QUALIFICATIONS QUESTIONNAIRE**



Name under which contractor conducts business (if operating under an assumed name):

\_\_\_\_\_

Business Address: \_\_\_\_\_  
Street City County State Zip

Principal place of business: \_\_\_\_\_  
County State

**SECTION 3:** If the contractor is a corporation, fill in this section only:

Registered name of Corporation: A&C Construction, Inc.

Doing business as: A&C Construction, Inc.

Date charter expires: \_\_\_\_\_

State of corporation: Texas

Date of corporation filing: 12/28/2015  
(If non-Texas corporation, date of Certificate of Authority Issuance.)

Registered Agent: Jose A Granados  
First Middle Last

Address: 1400 W. Irving Blvd., Ste 201, Irving, Dallas, TX 75061  
Street/Box City County State Zip

Location of Corporation principal office:

1400 W. Irving Blvd., Ste 201, Irving, Dallas, TX 75061  
Street City County State Zip

Person executing contract on behalf of corporation: (Please print)

Name: Jose A Granados  
First Middle Last


Title: President

Address: 1400 W. Irving Blvd., Ste 201, Irving, Dallas, TX 75061  
Street City County State Zip

**Section 00 3020  
Affidavit Against Prohibited Acts**

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of Texas Penal Code Title 8, Sections 36.02, 36.08, 36.09, and 36.10 (a copy of which follows), dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

 VICE PRESIDENT  
\_\_\_\_\_  
SIGNATURE/TITLE OF INDIVIDUAL SUBMITTING BID

October 13, 2022  
\_\_\_\_\_  
DATE

ATTEST IF CORPORATION

 president  
\_\_\_\_\_  
SIGNATURE/TITLE OF OFFICER OF CORPORATION

October 13, 2022  
\_\_\_\_\_  
DATE

## TEXAS PENAL CODE

### TITLE 8: OFFENSES AGAINST PUBLIC ADMINISTRATION

#### CHAPTER 36. Bribery and Corrupt Influence

##### 36.02 Bribery

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- (a) A person commits an offense if he intentionally or knowingly offers, confers or agrees to confer on another, or solicits, accepts or agrees to accept from another:
- (1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion as a public servant, party official or voter;
  - (2) any benefit as consideration for the recipient's decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding;
  - (3) any benefit as consideration for a violation of a duty imposed by law on a public servant or party official; or
  - (4) any benefit that is a political contribution, as defined by Title 15, Election Code, if the benefit was offered, conferred, solicited, accepted or agreed to, pursuant to an express agreement, to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.
- (b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office, or he lacked jurisdiction or for any other reason.
- (c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
- (1) the decision, opinion, recommendation, vote or other exercise of discretion has occurred; or
  - (2) the public servant ceases to be a public servant.

- (d) It is an exception to the application of Subdivisions (1), (2) and (3) of Subsection (a) of this section that the benefit is a political contribution accepted as defined by Title 15, Election Code.
- (e) An offense under this section is a felony of the second degree.

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**36.08 Gift to Public Servant by Person Subject to His Jurisdiction**

- (a) A public servant in an agency performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection or investigation by the public servant or his agency.
- (b) A public servant in an agency having custody of prisoners commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his agency.
- (c) A public servant in an agency carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his agency.
- (d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.
- (e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decisions, commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the public servant or tribunal.
- (f) A member of the legislature, the governor, the lieutenant governor or a person employed by a member of the legislature, the governor, the lieutenant governor or an agency of the legislature commits an offense if he solicits, accepts or agrees to accept any benefit from any person.
- (g) A public servant who is a hearing examiner employed by an agency performing regulatory functions and who conducts hearings in contested cases commits an offense if the public servant solicits, accepts or agrees



to accept any benefit from any person who is appearing before the agency in a contested case, who is doing business with the agency, or who the public servant knows is interested in any matter before the public servant. The exception provided by Section 36.10(b) of this code does not apply to a benefit under this subsection.

- (h) An offense under this section is a Class A misdemeanor.

### **36.09 Offering Gift to Public Servant**

- (a) A person commits an offense if he offers, confers or agrees to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.
- (b) An offense under this section is a Class A misdemeanor.

### **36.10 Non-Applicable**

- (a) Sections 36.08 (Gift to Public Servant) and 36.09 (Offering Gift to Public Servant) of this code do not apply to:
- (1) a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;
  - (2) a gift or other benefit conferred on account of kinship or a personal, professional or business relationship independent of the official status of the recipient; or
  - (3) a benefit to a public servant required to file a statement under Chapter 421, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-9b, Vernon's Texas Civil Statutes), or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:
    - (A) the benefit and the source of any benefit in excess of \$50 is reported in the statement; and
    - (B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the state or political subdivision;
  - (4) a political contribution as defined by Title 15, Election Code; or

- (5) a gift, award or memento to a member of the legislative or executive branch that is required to be reported under Chapter 305, Government Code.
- (b) Section 36.08 (Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.
- (c) Section 36.09 (Offering Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donor is required by law to report those items, reported by the donor in accordance with that law.

**SECTION 00 3030  
CONTRACTOR RESIDENCY STATEMENT**

The Texas Government Code section 2252.002 governs the awarding of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, a non-resident bidder (out-of-state contractor whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in the following statement **must** be filled out by all out-of-state or non-resident bidders in order for those bids to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. This does not apply to contracts involving Federal Funds.

**JG** Initial here if you are **Texas Residential Bidder**.

Initial here if you are a **Non-resident contractor** in \_\_\_\_\_ (give state), our principal place of business, is required to be \_\_\_\_\_ percent lower than resident bidders by State Law.

**BIDDER**

A&C Construction, Inc.  
Company

By Jose Granados  
(Please Print)

1400 W. Irving Blvd., Ste 201,  
Address

  
Signature

Irving                      Texas                      75061  
City                              State                              Zip

President  
Title (Please Print)

**\*The State Purchasing and General Services Commission defines Principal Place of Business as follows: Principal Place of Business in Texas means, for any type of business entity recognized in the State of Texas, that the business entity:**

- has at least one permanent office located in the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and
- has at least one employee who works in the Texas office

**\*The Texas Comptroller annually publishes a list showing how each state regulates the award if governmental contracts whose principal place of business is not located in that state.**  
<http://comptroller.texas.gov/>

**END OF SECTION**

THE STATE OF TEXAS            §  
COUNTY OF                            §

**SECTION 00 3040**  
**WAGE RATE AFFIDAVIT**

BEFORE ME, the undersigned authority, on this day personally appeared Jose Granados, known to be the person

(typed or printed name)

whose name is subscribed to this affidavit; and being by me first duly sworn, upon oath stated as follows:

"My name is Jose Granados. I am

(typed or printed name)

President

of

A&C Construction, Inc.

(title or position)

(name of company)

a Contractor with the City of Arlington for the project identified as

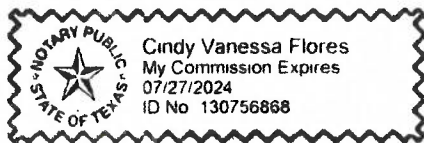
Southeast Branch Library Sidewalk and Paving Improvements

(name of project)

in the City of Arlington, Texas. Being duly authorized as a representative of this company, I do hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Arlington, I shall at any time allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements; and allow the City of Arlington to interview any and all employees of this company, and any and all employees of any subcontractor for this project. Also, I hereby agree on behalf of this company to be accountable for any and all penalties and fines provided in accordance with the contract documents and relevant law."

  
\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State of Texas, this 13<sup>th</sup> day of October, 2022.



  
\_\_\_\_\_  
Notary Public Signature

Cindy Vanessa Flores  
\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: 07-27-2024

## WAGE RATES

- A. Attention is called to V.T.C.A, Government Code, Chapter 2258. This Chapter requires the Contractor and any subcontractor under him to pay not less than the prevailing rates of per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Bidders should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their bids.
- B. In accordance with this Chapter, the Owner has established a schedule of prevailing wage rates which is published in the following pages, and not less than these established rates must be paid on the project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the work at the time of construction.
- C. For overtime work and legal holidays, the hourly rate shall be one and one-half times the Basic Hourly Rate.
- D. The Contractor shall forfeit as a penalty to the Owner the amount of sixty dollars (\$60.00) for each laborer, workman or mechanic employed by him or by any subcontractor under him, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the stipulated rates for any work done under this Contract.
- E. No portion of this provision shall be construed to prohibit the payment to any laborer, workman, or mechanic employed on the Work of more than the stated wage rate. It shall be the responsibility of the Contractor to maintain an adequate work force whether higher wages are required or not.
- F. The hourly wage rates on the following pages represent the minimum that may be paid for each classification listed. (See Attached Wage Rates)

NOTE: Overtime work and legal holidays shall be paid at a rate equal to one and one-half times the basic hourly rate shown above.

# Office of Business Diversity

## Good Faith Effort Checklist



In making a determination that the contractor has made a good-faith effort to meet the City's MWBE goals, the Office of Business Diversity shall consider specific documentation concerning the steps taken to obtain MWBE participation, with a consideration of the following factors:

If a contractor fails to submit the Good Faith Efforts checklist, with document, by the deadline for submission will be considered non-responsive.

- Contractor attended the City's pre-bid or pre-proposal meeting.
- Contractor advertised in general circulation, trade association, and/or MWBE-focused media regarding subcontracting and/or supplier opportunities.
- Contractor solicited through reasonable and available means (e.g., written notices, advertisements) M/WBEs certified in the anticipated scopes of subcontracting of the contract, within sufficient time to allow them to respond. Attach detailed Contacts Log, including date, method of contact, person contacted and contact information, and the result of the contact.
- Contractor selected those portions of the contract consistent with the available M/WBEs, including breaking down the work into economically feasible units to facilitate M/WBE participation even when the proposer would prefer to perform those scopes with its own forces. Provide description of work selected.
- Contractor provided timely and adequate information about plans, specifications, scope of work and contract requirements to interested MWBEs. Followed up initial solicitations to answer questions and encourage M/WBEs to submit proposals or bids. Attach evidence of information provided, including the date, e.g., letters, emails, telephone logs, etc.
- Contractor negotiated in good-faith with interested MWBEs that have submitted proposals or bids and thoroughly investigated their capabilities, using good business judgement, and taking into consideration the MWBE subcontractor's price quote and not rejecting reasonable quotes from interested MWBE. Evidence of such negotiations includes the names, addresses, email addresses and telephone numbers of M/WBEs with whom the vendor negotiated; a description of the information provided to M/WBEs regarding the work selected for subcontracting; and explanations as to why agreements could not be reached with M/WBEs to perform the work.
- Contractor made effort to assist interested MWBEs to obtain bonding, lines of credit, or insurance as required by the City or the vendor for performance of the contract (if applicable).
- Contractor effectively utilized the services of M/WBE assistance groups; local, state, and federal M/WBE business assistance offices and other organizations that provide assistance in the recruitment and placement of MWBEs.

Signature Prime Contractor:

Print Name: Jose Granados

Title President

Date: October 13, 2022

**Office of Business Diversity**  
MWBE UTILIZATION PLAN



Project Name Southeast Branch Library Sidewalk and Paving Improvements  
 Project No: PJ000106 Date: October 13, 2022

LEGEND

MWBE = Minority/Woman Business Enterprise

\* Ethnicity = Native American (AI), Asian Pacific/Indian (AS), African American (BL), Hispanic (HI), Caucasian Female (WO), or Non-Minority (N/A)

Prime Contractor	MWBE (Yes/No)
A&C Construction, Inc.	No

LIST ALL SUBCONTRACTING OPPORTUNITIES (use additional sheets if necessary):

Name of Company and Description of Work Type	Potential MWBE Firm Ethnicity* (Yes/No)	Anticipated Dollar (\$) of Work
Berumen Construction, LLC (Concrete & Asphalt Scopes)	Yes	\$151,500
*** We will be utilizing this subcontractor for the project, which will give us at least 50% MWBE participation ***		
*** We have worked with this subcontractor on other successful projects and consider them a part of our team ***		

Please complete this form and include with proposal, as an attachment.

Upon formal award of said project, the proposer will submit a Prime, Subs & MWBE Report identifying the Local and/or MWBE subcontractor(s) that will perform the listed work. By signing below, the recommended proposer shall agree to meet their Local and/or MWBE goal based on the information provided on this document.

Name of Company's Main Contact Person David Stanfield

Signature of Main Contact Person 

# MINORITY/WOMEN BUSINESS ENTERPRISE

(MWBE)



Minority and/or Woman-owned Business Enterprises are encouraged to participate in all City procurement solicitation. In order to be identified as a certified Minority/Woman Business Enterprise with the City of Arlington, Texas; this form, along with a copy of the selected certification, should be included with the bid/proposal.

PLEASE CHECK THE APPROPRIATE ETHNICITY AND/OR GENDER:

American Indian  Asian  Black  Hispanic  Woman Owned

Certification Status: Is the firm certified as a Minority, Woman, or Disadvantaged Business Enterprise by a government or business development agency? Yes No (If yes, please select specific agency)

- North Central Texas Regional Certification Agency (NCTRCA)
- State of Texas Historically Underutilized Business (HUB)
- Dallas/Fort Worth Minority Supplier Development Council (DFW MSDC) or NMSDC affiliate
- Women's Business Council – Southwest (WBC-SW) or WBENC affiliate
- Texas Department of Transportation, Disadvantaged Business Enterprise (TxDOT, DBE)
- Small Business Administration, 8(A) Program
- Other (please specify) \_\_\_\_\_

**The City of Arlington encourages minority participation and utilizing MWBE subconsultants where there are opportunities on this project.**

**For City Use Only:**

I have reviewed this Utilization Plan and found that the \_\_\_\_\_ HAS or HAS NOT complied as per the City's M/WBE Special Provisions.

Verified Goal attainment:

MBE \_\_\_\_%      WBE \_\_\_\_%

Reviewer

Date:



Office of Business Diversity

LETTER OF INTENT TO SUBCONTRACT



Project Number: PJ000106

Project Title: SE Branch Library Sidewalk & Paving Improvements

A&C Construction, Inc. \_\_\_\_\_ ("Prime Contractor") agrees to enter into a contractual agreement with Berumen Construction, LLC \_\_\_\_\_ ("MWBE Subcontractor"), who will provide the following goods/services on the above-referenced contract.

(Use broad categories (ex. "electrical work", "HVAC equipment purchase", etc.) to describe the goods/services to be provided).

Concrete & Asphalt Scopes

for an estimated amount of \$ 151,500 or 50.0% of the total

estimated contract value.

Prime Contractor agrees to utilize said MWBE Subcontractor in the capacity indicated herein and MWBE Subcontractor agrees to work on the above-referenced contract in the capacity herein, contingent upon award of the contract to Prime Contractor.

*David Stanfield*  
Signature – Prime Contractor

David Stanfield  
Print Name

Vice President                      10/13/22  
Title                                      Date

*Michael Hampton*  
Signature – MWBE Subcontractor

Michael Hampton  
Print Name

Managing Partner                      10/13/22  
Title                                      Date

**SECTION 00 3090**

**VERIFICATION RELATING TO BOYCOTTING ISRAEL**

The State of Texas has passed legislation which is codified in Chapter 2270 of the Texas Government Code that prevents any municipal government from entering into a contract for goods and services unless the contractor makes certain verifications. The Contractor by signing below verifies that Contractor does not boycott Israel and will not boycott Israel during the term of the Contract. This verification when executed will be attached to the contract and become a part of the contract for all purposes. This verification relates to the contract for **Paving and Sidewalk Improvements, City of Arlington Project No. PJ000106.**

BY:  \_\_\_\_\_

Name Jose Granados

Title President

Witness:

 \_\_\_\_\_

END OF SECTION

**SECTION 00 3091**

**Verification Relating to Boycotting Energy Companies**

The State of Texas has passed legislation, which is codified in Chapter 2274 of the Texas Government Code, that prevents any municipal government from entering into a contract for goods and services unless the contractor makes certain verifications. The Contractor, by signing below, verifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of the Contract. This verification, when executed, will be attached to the contract and become a part of the contract for all purposes. This verification relates to the contract for **Paving and Sidewalk Improvements, City of Arlington Project No. PJ000106.**

By: 

Name: Jose Granados

Title: President

Witness:

  
\_\_\_\_\_

**SECTION 00 3092**

**Verification Relating to Discriminating Against Firearm or Ammunition Industries**

The State of Texas has passed legislation, which is codified in Chapter 2274 of the Texas Government Code, that prevents any municipal government from entering into a contract for goods and services unless the contractor makes certain verifications. The Contractor, by signing below, verifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and that it will not discriminate against a firearm entity or firearm trade association during the term of this Contract. This verification, when executed, will be attached to the contract and become a part of the contract for all purposes. This verification relates to the contract for **Paving and Sidewalk Improvements, City of Arlington Project No. PJ000106.**

By:



Name: Jose Granados

Title: President

Witness:

  
\_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**A&C Construction Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**1400 W Irving Blvd Ste #201**

6 City, state, and ZIP code

**Irving, TX, 75061**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

6	1	-	1	7	7	9	4	9	6
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

*Jose Granados*

Date ▶ **03/24/2022**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2022

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	Enterprise Insurance Services 1801 S La Cienega Blvd., Suite 201 Los Angeles, CA 90035 License #: 0G80275	CONTACT NAME: David Montoya	
		PHONE (A/C, No, Ext): (813)448-9222	FAX (A/C, No): (310)382-2196
		E-MAIL ADDRESS: team@weservice.insure	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Kinsale Insurance Company	38920
		INSURER B: Infinity Insurance Company	13820
		INSURER C: Texas Mutual Insurance Company	22945
		INSURER D: Lloyd's of London	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00037293-71072 REVISION NUMBER: 13

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 CERTIFICATE 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		0100166443-0	10/14/2021	10/14/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		542-86002-0273-001	05/11/2022	05/11/2023	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		0100169547-0	11/11/2021	10/14/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED RETENTION \$					
C	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"/>	0002070011	11/10/2021	11/10/2022	<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
D	Installation Floater		IMEB10628	05/23/2022	05/23/2023	Per Claim \$146,000

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

10 DAY NOTICE OF CANCELLATION FOR NON-PAY, 30 DAY ALL OTHER  
Project: Oak Meadows Park Trail

The City of Irving, including its officers, officials, employees, Boards and Commissions and volunteers shall be NAMED AS ADDITIONAL INSURED FOR GENERAL LIABILITY PER ATTACHED BLANKET ENDORSEMENT FORM WITH PRIMARY WORDING AND WAIVER OF SUBROGATION. City Of Irving LISTED AS LOSS PAYEE FOR INSTALLATION FLOATER

## CERTIFICATE HOLDER

## CANCELLATION

City Of Irving  
CIP  
825 W.Irving Blvd  
Irving, TX 75060

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

(DDM)

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## COMPANY PROFILE

Legal Business Name of our Firm:

A&C Construction, Inc.  
1400 Irving, Blvd., Ste. 201,  
Irving, Texas 75061

Main Office Phone:

972-457-0423

Form of Business Organization:

Corporation – Formed in 2016 in the State of Texas – Specializing in Municipal, Commercial, & Residential

Individuals authorized to make representations on behalf of A&C Construction, Inc.

Jose Granados, President

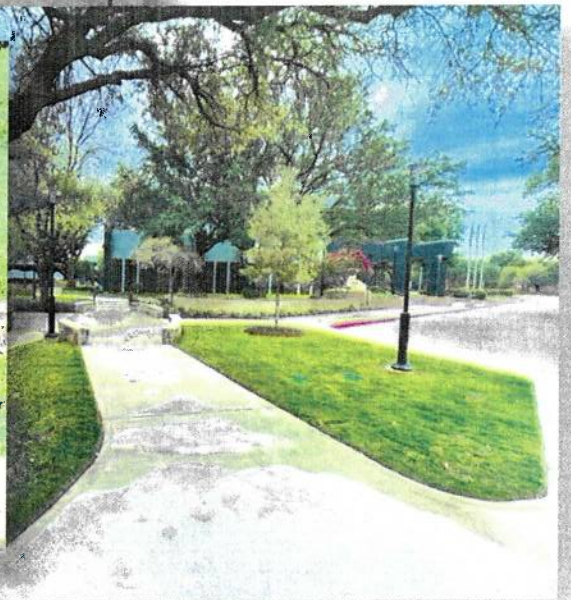
Email: [jose@acconstruction.us](mailto:jose@acconstruction.us)

Ph: 214-682-0264

David Stanfield, Vice President

Email: [david@acconstruction.us](mailto:david@acconstruction.us)

Ph: 469-921-5568







## WHO WE ARE



A&C Construction, Inc. was established in 2016. Brothers, Jose and Carlos Granados founded the company on traditional values of construction and believing that the American Dream of building a solid company from the ground up was possible. In the last decade, A&C Construction, Inc. has built and renovated hotels, churches, municipal projects, banks, retail stores, shopping centers, car dealerships, residential houses, and more. During that time, A&C also built one of the most trusted brands in the industry. A&C has been recognized for transparency in our dealings and honesty in everything we do.

In 2021, A&C brought David Stanfield into the company as Vice President to help grow the company and solidify our municipal division. David brings an extensive background in project management, as well as many relationships with DFW area municipalities to the company.

## OUR MISSION

A&C Construction, Inc. is committed to providing high quality and solutions for our clients construction needs with a best-in-class experience. We focus on building long-term partnerships with honesty, integrity, and trust. Our core values are the foundation of our company and the projects we work on, no matter how big or small. Everyone in and involved with our company embraces our core values:

- Quality
- Punctuality
- Honesty

## WHY CHOOSE A&C CONSTRUCTION, INC.

A&C Construction, Inc. has the experience and knowledge to tackle any project. Our innovation begins with the initial planning process and continues through project completion to help meet schedules and budgets. Our expertise and unique business model has helped us create a process that provides the least amount of disruption to clients and residents, while also providing a best-in-class experience due to our efficiencies. A&C has maintained an excellent reputation based on innovation, reliability, and integrity in everything we do.

We are very critical in understanding the needs of our clients and we give our clients the guarantee that we strive to deliver our projects on time within budget and of the highest standard of quality. We see to it that our projects teams work very closely with our clients and that their needs will always be considered in all major project decisions. We secure with our clients our transparency in costing, budget control, project scheduling, and commissioning as part of our accountability and integrity. We believe in our service-oriented approach to business as the reason for our continued success. We value our clients, employees, subcontractors, and other business partners and consider them to be a vital part of our success and we aim in making a strong relationship with all of them.



## KEY PERSONNEL RESUMES

### **Jose Granados (President)**

#### Experience

Jose has over 35 years' experience in the construction industry. He started his career as a mason specialist and then started his own masonry company with his brother, Carlos, in 2009 and has grown it into one of DFW's premier masonry and stucco companies. Jose and Carlos had bigger goals and opened A&C Construction in 2016 in order to pursue their dream of being a General Contractor and not just a sub. They established the company on the same standards and reputation they had built with their masonry company and were quickly able to make their mark as a GC. Jose's humbleness and kindness is what draws people in and makes you want to work with him. He knows every aspect of construction because he started in the field as a laborer and worked his way all the way to the top of his own company.

#### Employment History

General Laborer to Masonry Specialist – 13 Years+  
CRG Masonry & Stucco, Inc. – President/CEO – 2009 – Current  
A&C Construction, Inc. – President/CEO – 2016 – Current

### **David Stanfield (Vice President & Proposed Project Manager/Estimator)**

#### Experience

David has 23+ years' experience in the construction industry. He started his career doing CAD/Drafting and drawing all types of projects. He worked his way up from drawing plans, to estimating, to project management, and then to executive roles. His passion is seeing a project go from plans to completion as he still loves the architecture and design element of every project. Throughout his career, he has taught drafting at the college level, sat on boards for companies, and played key roles for each company he worked for. He specializes in business development, project management, design aide, project scheduling, and construction problem resolution. He has been working with DFW area municipalities for the last 8 years and has built everything from parks to fire stations. David will be the key contributor and project manager for this project if we are chosen.

#### Employment History

A&C Construction, Inc. – Vice President/Project Manager - 9/15/21 – Current  
MSB Constructors – Senior Project Manager – 6/15/18 – 9/15/21  
JCC, Inc. – Vice President - 5/15/2015 – 6/15/18  
Avallone Architectural Specialties – Estimating Manager - 12/1/2013 – 5/15/15  
North Shreve Construction – Project Manager/Lead Estimator - 12/1/2009 – 11/2/2013  
S&S Professional Drafting Services – Owner/Manager – 8/1/2001 – 12/1/2009  
Paris Junior College – Drafting Department Head – 1/1/2004 – 5/31/2008  
Texas Dept. of Transportation – Drafter/Construction Inspector – 12/1/2000 – 4/31/2002  
Hayter Civil Engineering, Inc. – Project Manager/Drafter – 6/1/1998 – 12/2/2000



## WHAT CAN YOU COUNT ON DURING CONSTRUCTION?

- Safety
  - Just like any successful General Contractor, we have to make safety a priority on our job sites. That starts with the proper job site safety training and staying in tune with possible hazards relative to the scope of work anticipated and scheduled. We start by requiring all of our employees to go through OSHA 30 Certification program where they learn all of the basics on job site safety. We then hold tool box topic safety meetings weekly on our job sites, which is conducted by our site superintendent. We have a company Safety Plan that is implemented on every job. We pride ourselves in keeping a project incident free and have always held very low EMR rates consistently, which is below 1.0 at all times.
- Quality Control
  - Project quality is right there at the same level of importance to us as safety is. If we can't turn over high quality projects for our clients, then we would consider it a failure. We have developed and implemented a quality control plan specific on each project. We strictly follow the guidelines and steps in the plan to help ensure that everything done on site meets our quality standards. We have a great system of checks, double checks, and balances throughout the construction phase that allows us to eliminate issues and rework.
  - We have three phases of inspections during construction; Preparatory Meetings with each trade/sub, initial inspections once they near completion, and follow-up inspections when we are ready for the owner/architect review.
  - Our Superintendent tracks all non-conforming work with reports and hold our subs to high standards. We track everything from the time materials hit the site with material inspection reports, all the way through the finish-out process and make sure all work is ready to present to the team.
- Prepare and Maintain Project Schedule
  - At A&C, all critical path scheduling is performed in-house and maintained throughout the project by the Project Manager. There is constant communication between the Project Manager, the Owner, the Design Team, and the Lead Forman for each Subcontractor, to keep consistent track of where things stand on the project so we can keep the schedule up to date appropriately. We build and maintain complete project schedules throughout the entire project and give the owner updated schedules monthly. Superintendents will also create and maintain 3-Week Look-Aheads, which will be used in conjunction with the overall schedule to help keep Subcontractors in line where they need to be for planning ahead.
- Construction Administration & Documentation
  - We give our client's complete access to all project documents as required or needed during the project. This creates a transparent and accountable construction management climate that the entire project team can access. We will ensure that all project team members are current on project progress, information distribution, schedule updates, and current activities. We provide electronic copies of all



RFI's, Submittals, Project Contact Information, Meeting Minutes, Contract Documents, Daily Reports, and any other important documentation. This provides a seamless transition from the Pre-Construction Phase, to the Construction Phase, and through the Close-out Phase of the project.

- Punch List and Execution
  - We spend a considerable time towards the end of the project walking through the project site as a group with the Project Manager, Superintendent, and Subcontractor Foremen, looking at finished work trade by trade. We try to identify any items that would end up on a punch list and we try to correct those items ahead of time. We are proactively looking at ways throughout the project, especially towards the end, to eliminate any and all of these items. Once we feel the project is substantially complete and ready for the owner and design team walk-through, we perform our own final walk-through alone to give the project one last round of checks and balances. Our goal is always to have a very small punch list, to no punch list. Once we are given a punch list, we take it and divide it up into each specific trade and supply the appropriate subs with a list only showing the items they are responsible for, which keeps them focused solely on their own duties, and it gives us a specific check-off list to use with each sub.
  
- Project Close-out
  - A&C's construction close-out approach is to not wait till the end of the project to begin closing it out. We start working on close-out from the beginning of the project. Once subs finish their scopes of work, they are immediately asked to get their close-out documentation done and turned in. We file these items and begin assembling Operations and Maintenance Manuals, Warranty Notebooks, and Record Drawings. By the time the project reaches Substantial Completion, our close-out documents are basically done and all we have to do is double check our records and put finishing touches on things. We find this proactive approach very helpful in avoiding scrambling at the end of the project to get things done.
  
- Warranty Services
  - Our philosophy for warranties is this, if we do a great job, but we don't follow through with providing the same quality of service when it comes to the warranty of that project, then we have still failed. The warranty has to be handled in the same manner as the construction. This is when integrity and taking pride in your work really comes into play. Does the contractor show up for the client when little things are needed after the contractor has finished and left the site? Well, our answer is YES. We don't leave our client hanging when things are needed. Our goal is to respond to any warranty call within 24 hours. In an emergency situation, the response will be immediately, day or night or weekend. Warranty means responsibility. We are responsible for our product or project until that warranty period ends, period. We demand and even bind our subcontractors by contract to handle warranty issues with the same expectations and because we work as a TEAM, it is not a struggle to get things done when they come up. It's about relationships and trust, which equates to team members wanting to pitch in and help on the small things along the way and after the project is over too.



## PROJECT HISTORY & REFERENCES

### CURRENT / RECENT PROJECT LIST

- City of Irving: Oak Meadows Park Trail – Sidewalks/Trails, Picnic Areas, Landscaping, Etc.
- City of Allen: Heritage Park Pavilion Improvements – Site Work, New Large Ground-up Pavilion
- City of Lewisville: New 60'x300' Pre-Engineered Truck/Equipment Shelter at Kealy Facility
- City of Irving: City Hall Landscape & Irrigation Improvements – Sidewalks, Pavers, Landscaping, Etc.
- Koan Private School: New 6,000 SF Pre-Engineered Classroom Facility & Remodel of Existing Facility
- City of Pottsboro: Multiple Park Improvement Project, Pottsboro, Texas
- Denco Area 911 District Office: 1075 Princeton St., Lewisville, Texas
- Lavon Justice of the Peace Office: 121 Private Rd. 5681, Lavon, Texas
- Northstar Dermatology Office: 8165 Precinct Line Rd., North Richland Hills, Texas
- Davita Dialysis Office: 655 Illinois Ave., Ste. 701, Dallas, Texas
- Cross Heritage Storage Facility: 1702 Fannin Road, Melissa, Texas
- Holiday Inn Express & Suites Hotel: 6351 North Freeway, Fort Worth, Texas
- Staybridge Suites Hotel: 6301 North Freeway, Fort Worth, Texas
- Tru Hotel by Hilton: 1200 Old Denton Rd., Fort Worth, Texas
- And many more completed projects over the years....

### SOME OF OUR RELATED / MUNICIPAL REFERENCES

#### City of Irving / Capital Improvement Program

- 825 W. Irving Blvd., Irving, Texas 75060
- Gene Moulden, Planning Manager & Landscape Architect
- Gene has worked on multiple projects that David was the PM on for the City
- Ph: 972-721-2719
- Email: [gmoulden@cityofirving.org](mailto:gmoulden@cityofirving.org)

#### City of Irving / Capital Improvement Program

- 825 W. Irving Blvd., Irving, Texas 75060
- Brad Hughes, Architectural Project Manager
- Brad is the City PM on multiple projects that David Stanfield has managed (Hunter Ferrell Landfill Offices, Joint Fire Training Facility, Fire Apparatus Storage Facility)
- Ph: 972-721-2785
- Email: [bhughes@cityofirving.org](mailto:bhughes@cityofirving.org)



#### City of Lewisville, Texas

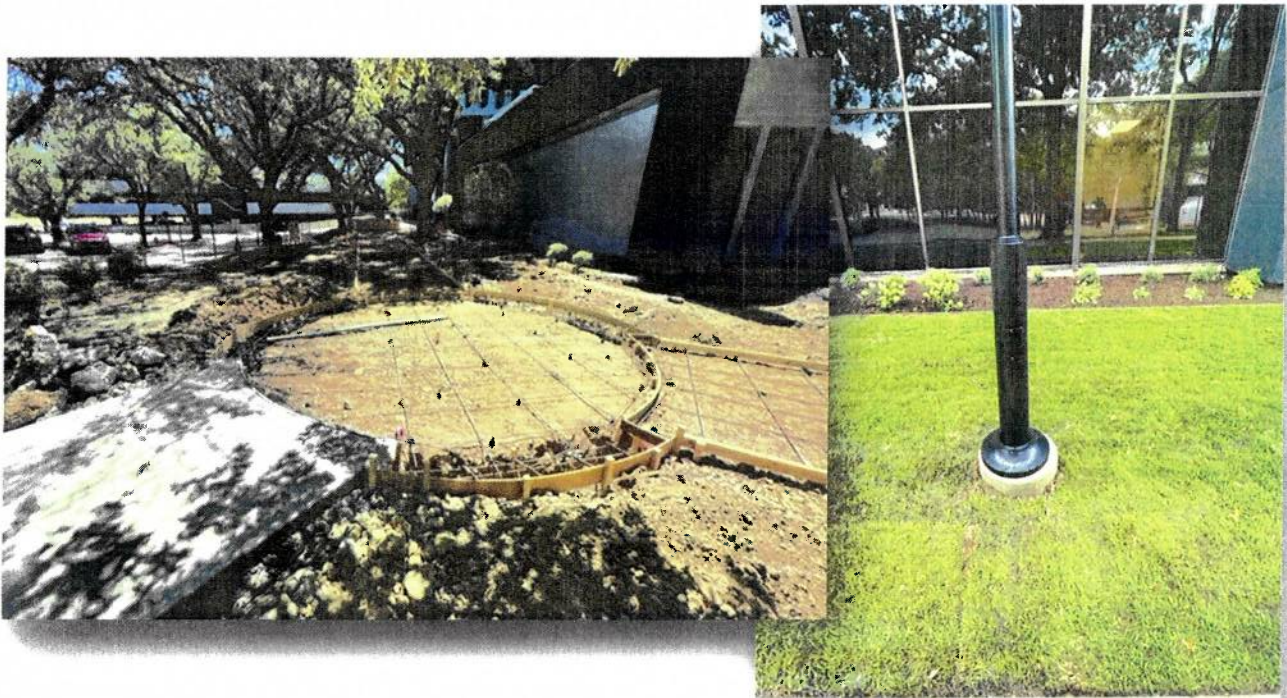
- 151 W. Church Street, Lewisville, Texas 75057
- Ron Carson, Public Works Manager
- Ron worked with our team on a project for the City of Lewisville very recently
- Ph: 972-219-3525
- Email: [rcarson@cityoflewisville.com](mailto:rcarson@cityoflewisville.com)

#### The Koan School

- The Koan School, Denton, Texas 76208
- Amanda Newton, School Administrator
- Amanda is currently working with our team on a new school facility project that we designed and are building
- Ph: 817-247-1371
- Email: [Amanda.newton@koanschool.org](mailto:Amanda.newton@koanschool.org)

#### City of Pottsboro, Texas

- 528 FM 120, Pottsboro, Texas 75076
- Kevin Farley, City Manager
- Kevin was the City Rep on the recent Park Improvement project David was the PM on
- Ph: 903-786-2281
- Email: [kfarley@cityofpottsboro.com](mailto:kfarley@cityofpottsboro.com)





October 7, 2022

David Stanfield  
A & C Construction, Inc.  
1400 W. Irving Blvd., Ste #201,  
Irving, Texas 75061

Re: City Hall Landscape Renovation Project

David:

I wanted to take this time to extend our appreciation for the diligent work of you, your staff, and sub-contractors. They all were very professional in delivering a high-profile project which being at City Hall had many "inspectors". Everyone was impressed with the commitment to get the job done, keeping the site clean and completing ahead of schedule.

Please feel free to use me for any reference as needed and I look forward to collaborating on future projects.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gene Maddox', written in a cursive style.

Project Manager  
CIP Planning Manager



Krisnik Management & Development, Inc.

6200 Old Denton Rd | Fort Worth, TX 76131

P: 817-624-4477 | ofax: 817-796-1330

*The Ultimate Approach to Acquire, Develop & Manage Hotels*

**Date:** 27 January 2022

**From:** Anil Patel, President

**Subject:** Letter of Recommendation - A&C Construction, Inc.

To Whom it May Concern,

This letter serves as a formal recommendation of A&C Construction, Inc.

A&C has completed the construction of 3 hotels for our hospitality development group. These projects include:

- 1) Staybridge Inn & Suites Fossil Creek - 84 extended stay room hotel
  - a) 6301 N Freeway / Ft Worth, TX 76131 - \$11m project
- 2) Tru by Hilton Fossil Creek - 94 room hotel
  - a) 6200 Old Denton Rd / Ft Worth, TX 76131 - \$10m project
- 3) Fairfield Inn & Suites Dallas-McKinney
  - a) 1600 N Hardin Blvd / McKinney, TX 75071 - \$15m project

A&C Served as the General Contractor for these properties. They were very thorough in their pricing, execution, and delivery. The projects all came within budget and in fact, A&C was able to value engineer in order to help stay in line.

The team at A&C were very communicative and patient with our group and spent the time explaining situations. This was highly appreciated as most GCs act as lone wolves. At no time were we left in the dark or scratching our heads. A&C makes it a priority to make sure their clients come first.

In conclusion, we fully recommend A&C Construction, Inc. for our upcoming project

Thanks,  
Anil Patel  
President  
Krisnik Management & Development, Inc.  
6200 Old Denton Rd | Ft Worth, TX 76131





February 1, 2019

Mr. David Stanfield

Mr. Stanfield,

I am pleased to write you a letter of recommendation based on the opportunity that we had to work together on the construction of a new scale house and office building for the City of Irving Landfill located on Hunter Ferrell Rd. This project has been viewed by the City as a success and the Solid Waste department personnel that occupy the buildings are very pleased with their facilities.

As the City's project manager, I appreciated the ease of access that I had to your staff. I also recognize that the commitment to successfully completing the City's goals of the project was shared by you and your staff. When the foundation sub-contractor attempted to charge the City for carelessness in their work, I appreciated your frankness and direct approach in dealing with the issue.

I wish you continued success in your career and look forward to working with you on future projects with the City of Irving.

Regards,

A handwritten signature in blue ink that reads 'Brad Hughes'.

Brad Hughes  
Architectural Project Manager  
Capital Improvement Program – City of Irving  
Irving, Texas  
972-721-2785



\* Chief Taylor is now the Fire Chief for the City of Trophy Club, Texas and can be reached at 682-237-2938



J. Taylor - 502

To Whom it May Concern,

January 31, 2019

I had the pleasure of working with David Stanfield during the 2017 construction of our Fire Training Facility in Irving. This was a \$4 million project that provided many challenges requiring ingenuity from our contractor. Thankfully for us, David Stanfield was our contact responsible for managing this project for our contractor. I was the project manager for the Irving Fire Department (IFD). Therefore, I was in contact with Mr. Stanfield on a daily basis. His detailed organizational skills coupled with constant and full communication, made this project succeed in a manner that was very smooth and consistent.

During the same timeframe, IFD had another project ongoing by a different contractor. This project was nothing short of a nightmare due to the lack of leadership and organizational/communication skills by the management team of the other contractor. Mr. Stanfield's leadership skills were appreciated and evident in his team's production. I would suggest using Mr. Stanfield for any of your contracting needs. His performance will make you a believer as well. He would have made a great firefighter.

If you have further questions pertaining to Mr. Stanfield's performance please don't hesitate to contact me.

Regards,

J.G. Taylor III

Assistant Chief  
Irving Fire Department  
972.721.7747  
jtaylor@cityofirving.org



\* Melissa now has her own firm, BVG4 Architecture, and can be reached at 972-741-3705



**Architects Design Group**  
AAC081197

Architects and Planners

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email: [adg@adgusa.org](mailto:adg@adgusa.org)  
[www.adgusa.org](http://www.adgusa.org)

December 4, 2018

To whom it may concern,

David Stanfield was the project manager for the contractor on our Irving/Grand Prairie Fire training facility project. His construction knowledge and organizational skills made a difficult project successful. They completed the project on time and took the lead on coordinating with another contractor hired to build the burn tower on the site. He was a team player working with the client's many changes. I have relied on him for cost estimating on additional projects. I highly recommend David and his team for any project you are considering.

Sincerely,

**Melissa Brand-Vokey, AIA**  
Regional Director



March 31, 2020

To Whom It May Concern:

The City of Irving Fire Department has recently constructed a building to house our reserve fleet of fire apparatus. This facility included office space, break room, shower facilities and 10,000 square feet of open floor space to park apparatus and stage response ready rescue trailers.

This was our first building project with David Stanfield and to say the least we are pleased with their timelines, site cleanliness, responsiveness and overall commitment to quality.

The submitted pricing was in line with what we anticipated and the fact David Stanfield was going to be the project lead. We have a previous building project relationship with David and knew his ability to construct a project to our expectations. All of our questions and concerns were addressed quickly which helped in keeping this project moving forward for an on-time completion date.

I am pleased with the commitment to quality and customer satisfaction and would recommend David Stanfield for our upcoming building projects.

Respectfully,

A handwritten signature in black ink that reads 'Tony Harvey'.

Tony Harvey

Assistant Fire Chief, Irving Fire Department