



City of Killeen
Purchasing
Lorianne Luciano, Director of Procurement
802 N 2nd St, Killeen, TX 76541

PROPOSAL DOCUMENT REPORT

Bid No. 24-19

Fire Station No 4 EOC Training Facility Project

RESPONSE DEADLINE: January 17, 2024 at 2:00 pm

Report Generated: Wednesday, January 17, 2024

MW Builders, Inc. Proposal

CONTACT INFORMATION

Company:
MW Builders, Inc.

Email:
tcunningham@mwbuilders.com

Contact:
Todd Cunningham

Address:
3712 Helios Way
Pflugerville, TX 78660

Phone:
(512) 687-6400

Website:
N/A

Submission Date:
Jan 17, 2024 1:53 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Dec 21, 2023 5:41 PM by Todd Cunningham

Addendum #2
Confirmed Jan 17, 2024 10:02 AM by Robert Irwin

QUESTIONNAIRE

1. Conflict of Interest Questionnaire (Form CIQ)*

Please download the below documents, complete, and upload.

- [Conflict of Interest Questi...](#)

CIQ_Form.pdf

2. Certificate of Interested Parties (Form 1295)*

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

3. Acknowledgement – “Boycott Israel”*

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

4. Acknowledgement – “Boycott Energy Companies”*

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

5. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”*

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

6. Antitrust Law Certification *

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

7. Litigation Disclosure*

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

8. Has the owner(s) of the company been convicted of a crime within the past 10 years?*

No

9. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?*

No

10. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?*

No

11. Does any City of Killeen employee or official have any financial or other interest in your company?*

No

12. Copyrighted Material*

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

13. If your proposal contains confidential information identify where it is located.

Where in your proposal is the confidential information? Please be specific.

No confidential information is included in this proposal.

14. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?*

Answer YES or

If your answer is NO, then please describe the differences here.

YES

15. Insurance Broker Information*

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112
816.960.9000
kcasu@lockton.com

16. Are there claims that are pending against this insurance policy?*

Answer No or

If yes, please describe:

No

17. Proposal Requirements*

Did you read through and confirm that you met all of the proposal requirements in the specifications and contract documents?

Yes

18. Proposal Documents*

Please Upload your COMPLETE Proposal here.

MW_BUILDERS_24-19_Killeen_Fire_Station_No._4_EOC_Training_Facility.pdf

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity

11/07/2023

Date



COMPETITIVE SEALED PROPOSAL

FIRE STATION NO. 4 EOC TRAINING FACILITY
BID NO. 24-19
JANUARY 17, 2024



GENERAL CONTRACTOR // DESIGN-BUILDER // CONSTRUCTION MANAGER
3712 HELIOS WAY // PFLUGERVILLE, TEXAS 78660 // 512.687.6400

MWBuilders.com



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SECTION 1

BID PROPOSAL FORM AND BID BOND

BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of Five percent
of our bid amount _____ DOLLARS (\$ _____
_____), which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

Proposal Amount:

Seventeen million one hundred ninety-seven thousand _____ Dollars

(\$ 17,197,000 _____)

Add Alternate #1 Amount:

Four million nine hundred eighty-seven thousand _____ Dollars

(\$ 4,987,000 _____)

Add Alternate #2 Amount:

One million six hundred thirty-four thousand _____ Dollars

(\$ 1,634,000 _____)

Unit Prices

A. ADDITIONAL SELECT FILL: Select fill material required in excess of the quantity indicated by the Contract Documents, \$30.00 /CY.

B. ADDITIONAL 5" CONCRETE PAVING: Increase area of 5" concrete paving, \$9.00 /SF of concrete. Pricing to include all related costs for concrete, reinforcing, excavation, etc.

C. ADDITIONAL 6" CONCRETE PAVING: Increase area of 6" concrete paving, \$9.50 /SF of concrete. Pricing to include all related costs for concrete, reinforcing, excavation, etc.

D. ADDITIONAL 7" CONCRETE PAVING: Increase area of 7" concrete paving, \$10.00 /SF of concrete. Pricing to include all related costs for concrete, reinforcing, excavation, etc.

E. ADDITIONAL CONCRETE FLATWORK: Increase area of concrete sidewalks, \$12.00 /SF of concrete. Pricing to include all related costs for concrete, reinforcing, excavation, etc.

F. ADDITIONAL SOIL STABILIZATION: Stabilization required in excess of the quantity indicated by the contract documents, \$14.00 /SY.

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: Federal Insurance Company
_____ and _____

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with 9132 Trimmier Rd, Killeen, Texas 76542 Plan Sheets and Specifications, to the satisfaction of the Engineer.


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

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated	<u>12/20/23</u>	Received	<u>12/20/23</u>
Addendum No. 2 dated	<u>1/12/24</u>	Received	<u>1/12/24</u>
Addendum No. 3 dated	<u> </u>	Received	<u> </u>

This is a Bid of: MW Builders, Inc. Corporation, organized and existing under the laws of the State of Texas, or; a Partnership consisting of , or; and Individual, doing business as .



By: 
Todd Winnerman

President
TITLE

3712 Helios Way
MAILING ADDRESS

(same)
STREET ADDRESS

Pflugerville, Texas 78660
CITY AND STATE

512.687.6400
TELEPHONE NUMBER

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
MW Builders, Inc., 3712 Helios Way, Pflugerville, TX 78660

_____ as Principal, and firmly bound unto _____
City of Killeen _____ as owner in the sum of

\$ Five Percent (5%) of Amount Bid _____ as the proper measure of liquidated damages for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

Signed this _____ 31st _____ day of _____ October _____, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to The City
of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing,
for the **9132 Trimmer Rd, Killeen, Texas 76542**

Now, Therefore,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (Properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.



MW Builders, Inc. (L.S.)

Principal

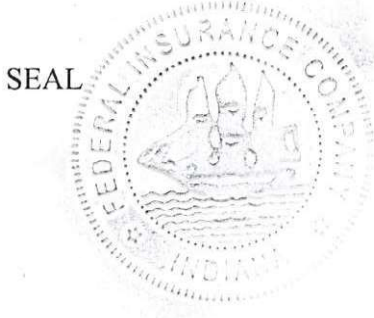
Jeremy Lambden

Jeremy Lambden, Assistant Secretary
Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889 (215) 640-1000

Surety

By: *Rebecca S. Leal*

Rebecca S. Leal, Attorney-in-Fact



CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Christy M. Braile, Danielle R. Capps, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, C. Stephens Griggs, Erin C. Lavin, Veronica Lawver, Rebecca S. Leal, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Lauren Scott, Hillary D. Shepard, Evan D. Sizemore, Kristin D. Thurber and Mariana Walker of Kansas City, Missouri -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1st day of August 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **October 31, 2023**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

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

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104

Austin, TX 78714-9104

FAX # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: 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 agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, 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>

E-mail: 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 agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.



SECTION 2

STATEMENT OF QUALIFICATIONS TABLES 1-5

STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFORMATION			
A. COMPANY DATA			
Organization Doing Business:	MW Builders, Inc.		
Business Address:	3712 Helios Way		
	Pflugerville, Texas 78660		
Telephone Number:	512-687-6400		
Fax Number:	512-687-6401		
Form of Business:	Corporation	Partnership	Individual
IF A CORPORATION			
Date of Incorporation:	November 1, 2001		
State Incorporated:	Texas		
President’s Name:	Todd Winnerman		
Vice President’s Name:	Jason Oldham		
IF A PARTNERSHIP			
Date of Organization:	N/A		
Type	General		Limited
IF AN INDIVIDUAL			
Name:	N/A		
Business Address:	N/A		
IF A JOINT VENTURE			
Name of Manager:			
Name of Firm:			
Name of Individual Companies:	N/A		
B. BUSINESS INFORMATION			
Current Number of Full Time Employees:	205	Past Year’s Revenues:	\$520 Million (2022)
Average Number of Projects Annually:	20 (past five years)	Average Construction Cost of Project:	\$14,985,818 (past five years)
C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS			
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.			
Project Management and Field Supervision, Subcontract Administration, General Conditions and Requirements, Project Accounting, Quality Control, Project Safety and Risk Analysis, Project Scheduling, and Project-specific Scopes dependent upon subcontractor availability and interest			
2. List work that will be provided by Subcontractors on this project.			
Sitework and Erosion Controls, Site and Building Concrete, Masonry, Steel, PEMB and Erection, Millwork, Roofing, Drywall and Finishes, MEP Trades, and Other Project-specific Scopes dependent upon subcontractor availability and interest			

TABLE 2 – CONTRACTING EXPERIENCE			
1. Years of experience with projects similar to the proposed project: 52			
As a General Contractor:	52	As a Joint Venturer:	N/A
2. Number of projects similar to the proposed project completed in the past five (5) years?			Please see our 'Attachment C - Major Construction Completed'
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			No.
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			No.
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			No.
6. Is offering company currently involved in any litigation or contemplating any litigation?			No.
7. Has this or a predecessor company ever refused to construct or refused to provide materials defined in Contract Documents on a project?			No.
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			No.

TABLE 3 – PROPOSED KEY PERSONNEL	
SENIOR PROJECT MANAGER	
Name of Project Manager	Chris Lalla
Years of Experience as PM	17
Number of Similar Projects as PM with this company	7
Number of Similar Projects with other companies (PM)	28
Current Assignments	United Alloy Assembly and Manufacturing Facility Phase 2
% of time dedicated to this project	25%
Reference Project	
Project Name: United Alloy Assembly and Manufacturing Facility Phase 2	Reference Name: Luke R. Jaynes / Vanessa Dubick
Title: President / CFO	Organization: United Alloy
Telephone Number: 608.758.4717 ext. 142 / 608.758.4717 ext. 168	Email: ljaynes@unitedalloy.com / vdubick@unitedalloy.com
PROJECT MANAGER	
Name of Project Manager	Andres Zapata
Years of Experience as Project Manager	6
Number of Similar Projects as PM with this company	6
Number of Similar Projects with other companies (PM)	0
Current Assignments	Titan NorthPark Building 8 Valex
% of time dedicated to this project	50%
Reference Project	
Project Name: Titan NorthPark Building 8 Valex	Reference Name: Bryan Byrd
Title: Development Manager	Organization: Titan NorthPark 35 V, LLC
Telephone Number: 281.300.2885	Email: bbyrd@Titan-Development.com
PROJECT SUPERINTENDENT	
Name of Project Superintendent	Zachary Rickard
Years of Experience as Project Superintendent	7
Number of Similar Projects as Super with this company	12
Number of Similar Projects with other companies (Super)	0
Current Assignments	Titan NorthPark Building 4 - Light Industrial/Manufacturing
% of time dedicated to this project	100%
Reference Project	
Project Name: Oncor Distribution Service Center (Hutto)	Reference Name: Rachel Bryen
Title: Project Manager	Organization: Oncor Electric Delivery
Telephone Number: 682.276.4418	Email: Rachel.Bryen@oncor.com

ATTACHMENT C | MAJOR CONSTRUCTION COMPLETED

PROJECT	LOCATION	OWNER	ARCHITECT	CONTRACT AMOUNTS	COMPLETION DATE
C&D Sort System Facility	Creedmoor, TX	Texas Disposal Systems	GBA	\$ 1,234,500	December-23
Community National Bank Drive Through Teller Canopy Addition	Midland, TX	Community National Bank	Vandergiff Group Architects	\$ 447,093	November-23
City of Midland Utilities Service Center	Midland, TX	City of Midland	Parkhill	\$ 11,943,253	November-23
Ameristar Restroom Renovation Phase 3	Kansas City, MO	Ameristar Casinos, Inc.	Clockwork	\$ 504,783	October-23
CONFIDENTIAL - Industrial/Warehouse Building	Altoona, IA	CONFIDENTIAL	GBA	\$ 23,496,347	October-23
Live Oak Phase II	The Colony, TX	Link Logistics	GSR-Andrade	\$ 57,212,090	September-23
CONFIDENTIAL - Industrial/Warehouse Building	Lockhart, TX	CONFIDENTIAL	GBA	\$ 13,667,021	September-23
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	CONFIDENTIAL	GBA	\$ 27,253,614	September-23
Village Cooperative of Overland Park Senior Apartments	Overland Park, KS	Real Estate Equities Development	Real Estate Equities Architecture	\$ 15,824,518	September-23
UTPB Dunagan Library & CEED Renovations	Odessa, TX	University of Texas Permian Basin	Parkhill	\$ 5,391,913	September-23
CONFIDENTIAL - Industrial/Warehouse Building	Selma, TX	CONFIDENTIAL	GBA	\$ 26,749,304	August-23
Midland Children's Rehabilitation Center Pool Renovations	Midland, TX	Midland Children's Rehabilitation Center	Rhutenberry Wellen Architects	\$ 3,311,894	August-23
Vue on West Parker Student Housing	Baton Rouge, LA	Fountain Residential	Stuart I. Roosfh Architects	\$ 34,749,456	August-23
CONFIDENTIAL - Tenant Improvements	Georgetown, TX	CONFIDENTIAL	GBA	\$ 29,514,930	August-23
UTPB Dunagan Library & CEED Renovations	Odessa, TX	University of Texas Permian Basin	Parkhill	\$ 5,391,913	July-23
TrueHarvest Phase 2	Belton, TX	True Harvest Farms, LLC	MODA	\$ 21,098,023	July-23
Texas Disposal Systems Sorting Building Addition	Creedmoor, TX	Texas Disposal Systems	GBA	\$ 6,475,449	June-23
CONFIDENTIAL - Industrial/Warehouse Building	Tulsa, OK	CONFIDENTIAL	GBA	\$ 13,570,758	June-23
Woodside Village Gym Renovation	Westwood, KS	Tanner & White Properties	Hufft	\$ 6,756,640	May-23
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	CONFIDENTIAL	GBA	\$ 16,364,243	May-23
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	CONFIDENTIAL	GBA	\$ 13,764,600	May-23
CONFIDENTIAL - Industrial/Warehouse Building	Dallas, TX	CONFIDENTIAL	GBA	\$ 22,529,898	May-23
United Alloy Phase II	Sequin, TX	United Alloy, Inc.	GBA	\$ 11,300,000	April-23
Community National Bank Odessa Branch	Odessa, TX	Community National Bank	Rhutenberry Whelien Architects	\$ 5,705,440	April-23
CONFIDENTIAL - Industrial Building	Altoona, IA	CONFIDENTIAL	GBA	\$ 29,591,292	March-23
CONFIDENTIAL - Industrial Building	Georgetown, TX	CONFIDENTIAL	Pacheco Koch	\$ 11,952,481	March-23
CONFIDENTIAL - Industrial/Warehouse Building	Hutto, TX	CONFIDENTIAL	GBA	\$ 13,861,161	February-23
Oncor Odessa Service Center	Odessa, TX	Oncor Electric Delivery	Roe Design Group, LLC	\$ 5,380,356	February-23
Ameristar Restrooms Renovation	Kansas City, MO	Ameristar Casinos, Inc.	Clockwork	\$ 534,048	February-23
Barracks Renovation (Buildings 7614, 7616, 7648)	Fort Riley, KS	U.S. Army Corps of Engineers	GLIMV Architecture	\$ 36,254,221	February-23
CONFIDENTIAL - Industrial/Warehouse Building	Hutto, TX	CONFIDENTIAL	GBA	\$ 11,848,402	February-23
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	CONFIDENTIAL	GBA	\$ 18,993,603	January-23
Round Rock Microchem Commerce Park	Round Rock, TX	Microchem Laboratory	Method Architecture	\$ 11,006,105	December-22
CONFIDENTIAL - Industrial/Warehouse Building	Santa Teresa, NM	CONFIDENTIAL	GBA	\$ 21,258,566	November-22



ATTACHMENT C | MAJOR CONSTRUCTION COMPLETED

PROJECT	LOCATION	OWNER	ARCHITECT	CONTRACT AMOUNTS	COMPLETION DATE
Oncor Hutto Distribution Service Center	Hutto, TX	Oncor Electric Delivery	Merriman Anderson Architects	\$ 8,245,190	November-22
CONFIDENTIAL - Industrial Building	Altoona, IA	CONFIDENTIAL	GBA	\$ 19,370,267	November-22
Southeast Commerce Park	Oklahoma City, OK	Blue Road Investments	RG Architects	\$ 29,729,393	October-22
CONFIDENTIAL - Industrial/Warehouse Building	Hutto, TX	CONFIDENTIAL	GBA	\$ 6,561,666	September-22
City of Odessa Fire Rescue Station #6	Odessa, TX	City of Odessa	JSA Architects	\$ 6,726,327	September-22
CONFIDENTIAL - Industrial	Hutto, TX	CONFIDENTIAL	Pacheco Koch	\$ 180,000	September-22
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	CONFIDENTIAL	GBA	\$ 10,098,800	September-22
Metro North Crossing Apartments	North Kansas City, MO	IAS Partners	Rosemann & Associates, P.C.	\$ 50,944,052	August-22
Haven at the Gulch Multifamily	Nashville, TN	Guelen Development Company	BSB Design, Inc.	\$ 63,717,508	August-22
CONFIDENTIAL - Industrial/Warehouse Building	Selma, TX	CONFIDENTIAL	GBA	\$ 19,890,729	July-22
Scharbauer Flats Multifamily	Midland, TX	Dominium	BKV Group, Inc.	\$ 51,725,196	July-22
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	CONFIDENTIAL	GBA	\$ 16,824,716	July-22
CONFIDENTIAL - Roadway Project	Georgetown, TX	CONFIDENTIAL	Pacheco Koch	\$ 2,200,000	July-22
Travis Elementary Portable Classrooms	Midland, TX	IDEA Public Schools	JSA Architects	\$ 352,264	July-22
UEPH Barracks Renovation (Buildings 7842, 7846, 7850)	Fort Riley, KS	U.S. Army Corps of Engineers	GLMV Architecture	\$ 34,074,909	June-22
CONFIDENTIAL - Industrial/Warehouse Building	Scherz, TX	CONFIDENTIAL	Method Architecture	\$ 9,113,433	June-22
CONFIDENTIAL - Industrial/Warehouse Building	Lancaster, TX	CONFIDENTIAL	GBA	\$ 20,422,561	May-22
FedEx Ground Parking Lot Expansion Lindale	Lindale, TX	Jones Development	Clark & Fuller	\$ 3,576,271	April-22
Pecos Technical Training Center Shop Renovation	Pecos, TX	Odesa College	JSA Architects	\$ 201,850	April-22
Children's Museum Renovations	Midland, TX	Museum of The Southwest	Rhotenberry Wellen Architects	\$ 3,838,881	March-22
FY18 Tactical Equipment Maintenance Facility	Fort Hood, TX	U.S. Army Corps of Engineers	U.S. Army Corps of Engineers	\$ 36,077,933	March-22
Family Promise Duplex Housing	Midland, TX	Family Promise of Midland, Texas	Vandergriff Group Architects	\$ 4,209,366	March-22
Martin County Hospital ER Addition and Renovations	Sianton, TX	Martin County	Vandergriff Group Architects	\$ 1,601,400	February-22
Vue on University Student Housing	Charlotte, NC	Fountain Residential	Stuart I. Roosth Architects	\$ 58,495,528	February-22
Oncor Pecos Facility	Pecos, TX	Oncor Electric Delivery	Vandergriff Group Architects	\$ 1,632,784	December-21
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	CONFIDENTIAL	GBA	\$ 8,009,113	October-21
ICE Homeland Security Investigations Renovation	Midland, TX	Energy Related Properties	Vandergriff Group Architects	\$ 2,135,620	October-21
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	CONFIDENTIAL	GBA	\$ 8,546,157	October-21
CONFIDENTIAL - Industrial	Georgetown, TX	CONFIDENTIAL	GBA	\$ 1,700,000	October-21
CONFIDENTIAL - Industrial	Georgetown, TX	CONFIDENTIAL	Place Designers, Inc.	\$ 2,744,293	September-21
TexAmericas Center East SPEC Duke West 1	New Boston, TX	TexAmericas Center	GBA	\$ 8,138,704	September-21
CONFIDENTIAL - Industrial/Warehouse Building	Scherz, TX	CONFIDENTIAL	Beaty Palmer Architects	\$ 10,261,645	September-21
Ward Memorial PT Building Renovations	Monahans, TX	Ward Memorial Hospital	Vandergriff Group Architects	\$ 2,640,761	September-21



ATTACHMENT C | MAJOR CONSTRUCTION COMPLETED

PROJECT	LOCATION	OWNER	ARCHITECT	CONTRACT AMOUNTS	COMPLETION DATE
Aloft North Hotel	San Antonio, TX	Civitas Capital Group	5G Studio Collaborative, LLC	\$ 13,106,094	August-21
Element Hotel	Richardson, TX	Midas Hospitality	Gray Design Group	\$ 14,717,285	July-21
AIT Renovation & Modern Construction	Fort Leonard Wood, MO	U.S. Army Corps of Engineers	GLMV Architecture	\$ 25,252,250	June-21
Oncor Service Center	Stanton, TX	Jones Lang LaSalle	Bennett Benner Partners	\$ 6,085,871	June-21
Midland Fire Stations #5 and #11	Midland, TX	City of Midland	Martinez Architects	\$ 10,995,865	May-21
The Yards Apartments	Kansas City, MO	Flaherty & Collins	KEM Studio	\$ 29,175,886	April-21
CONFIDENTIAL - Industrial	Georgetown, TX	CONFIDENTIAL	KPA	\$ 1,246,000	March-21
UMB Bank Renovation	Kansas City, MO	UMB Bank	Bell/Knott & Associates	\$ 2,645,906	March-21
TRU/Home2 Suites by Hilton Dual Hotel	Plugerville, TX	Rata Development, LLC	Merriman Anderson Architects	\$ 14,800,504	March-21
Sixty16 Apartments	Shawnee, KS	Stag Commercial	Tevis Architects	\$ 10,664,065	March-21
CONFIDENTIAL - Industrial/Warehouse Building	Santa Teresa, NM	CONFIDENTIAL	GBA	\$ 13,111,571	February-21
CONFIDENTIAL - Multifamily and Parking Garage	Kansas City, MO	CONFIDENTIAL	BKV Group, Inc.	\$ 58,241,708	January-21
CONFIDENTIAL - Industrial/Warehouse Building	Hutto, TX	CONFIDENTIAL	GBA	\$ 9,159,788	December-20
Additions and Renovations to the Day Center	Midland, TX	Family Promise of Midland, Texas	Vandergriff Group Architects	\$ 1,791,151	December-20
CONFIDENTIAL - Industrial/Warehouse Building	Schertz, TX	CONFIDENTIAL	Beaty Palmer Architects	\$ 8,790,409	November-20
United Alloy New Manufacturing Facility	Seguin, TX	United Alloy, Inc.	GBA	\$ 10,846,778	November-20
Innovation Business Park Building III	Hutto, TX	Titan Development	GBA	\$ 8,944,877	October-20
Indian Hills Flex 1 Building	Austin, TX	Taurus Investment Holdings	ASD, Inc.	\$ 3,180,730	October-20
Mid-Am Building Supply Warehouse Addition	Spring Hill, KS	Mid-Am Building Supply	GBA	\$ 4,108,498	October-20
FedEx Freight Distribution Facility	Topeka, KS	Jones Development	GBA	\$ 10,983,203	September-20
FedEx Freight Distribution Facility	Laredo, TX	Scannell Properties	GBA	\$ 23,714,037	September-20
Indigo Leasing Center and Amenity Renovations	Oklahoma City, OK	Weidner	Castles Design Group, P.C.	\$ 3,026,815	August-20
CONFIDENTIAL - Multifamily	Kansas City, MO	CONFIDENTIAL	Clockwork, LLC	\$ 39,052,359	August-20
AC Hotel by Marriott	Santa Rosa, CA	Bedford Lodging	BAR Architects	\$ 26,947,483	August-20
Village Cooperative of Olathe Senior Apartments	Olathe, KS	Real Estate Equities Development	Real Estate Equities Architecture	\$ 12,360,145	June-20
Hampton Inn & Suites Hotel	Keller, TX	Taurus Investment Holdings	KPS Group, Inc.	\$ 10,784,302	May-20
Community National Bank Corporate Offices	Midland, TX	Community National Bank	Rhotenberry Wellen Architects	\$ 6,465,610	May-20
Midland College June and Frank Cowden Jr. Dining Hall	Midland, TX	Midland College	Parkhill	\$ 10,210,880	March-20
CONFIDENTIAL - Hotel	Prairie Village, KS	CONFIDENTIAL	Looney Ricks Kiss	\$ 15,137,613	March-20
CONFIDENTIAL - Office Renovation	Midland, TX	CONFIDENTIAL	Vandergriff Group Architects	\$ 1,163,430	March-20
Mission Training Complex (MTC) Simulations Center	Ft. Hood, TX	U.S. Army Corps of Engineers	Clark Nexsen	\$ 58,254,564	February-20
Ranch at Arrington	College Station, TX	T.R. Inscore, LLC	WGW Architects, Inc.	\$ 24,437,798	February-20



ATTACHMENT C | MAJOR CONSTRUCTION COMPLETED

PROJECT	LOCATION	OWNER	ARCHITECT	CONTRACT AMOUNTS	COMPLETION DATE
CONFIDENTIAL - Multifamily and Parking Garage	Leawood, KS	CONFIDENTIAL	Looney Ricks Kiss	\$ 21,152,474	January-20
CONFIDENTIAL - Industrial/Warehouse Building	New Braunfels, TX	CONFIDENTIAL	GBA	\$ 8,348,325	December-19
CONFIDENTIAL - Office Building Shell and Finish Out	Leawood, KS	CONFIDENTIAL	Finkle+Williams Architecture	\$ 12,148,998	November-19
Design-Build Building 28000 Renovation	Ft. Hood, TX	U.S. Army Corps of Engineers	GLIMV Architecture	\$ 52,138,872	October-19
Immigration & Customs Enforcement Additions & Renovations	Midland, TX	L&J Designs, LLC	Vandergrieff Group Architects	\$ 1,763,356	September-19
848 Mitchell Student Housing	Arlington, TX	Fountain Residential	Stuart I. Roosth Architects	\$ 44,368,583	September-19
Western Industries Tenant Improvements	Hutto, TX	Western Industries Corporation	GBA	\$ 2,020,914	July-19
Cargill Feed Mill Additions	Temple, TX	Cargill, Inc.	VAA, LLC	\$ 5,647,453	July-19
Marian Blakemore Planetarium	Midland, TX	Museum of The Southwest	Rhotenberry Wellen Architects	\$ 109,750	July-19
Concho Quail Ranch	Midland, TX	ConocoPhillips (formerly Concho Resources)	Rhotenberry Wellen Architects	\$ 1,296,000	May-19
Village Cooperative of Verona Hills Senior Apartments	Kansas City, MO	Real Estate Equities Development	Real Estate Equities Architecture	\$ 13,545,051	May-19
Mars Petcare Office Renovation	Temple, TX	Mars Petcare US	GBA	\$ 174,867	May-19
KEGI Distribution Facility	Temple, TX	Keg 1, LLC	GBA	\$ 10,185,479	March-19
Lane Enterprises Building	Temple, TX	Lane Enterprises, Inc.	GBA	\$ 7,409,318	March-19
West Texas Opportunities New Office Building	Odessa, TX	West Texas Opportunities, Inc.	Parkhill	\$ 2,054,573	February-19
Marlin County Jail	Stanton, TX	Marlin County	DRG Architects	\$ 8,572,483	February-19
Midland County Library Renovation	Midland, TX	Midland County Purchasing	Parkhill	\$ 5,429,101	January-19
Springbrook Buildings 8 & 9	Pflugerville, TX	IDI Logistics	Parkhill	\$ 11,646,828	December-18
CONFIDENTIAL - Multifamily Apartments	Prairie Village, KS	CONFIDENTIAL	Looney Ricks Kiss	\$ 49,033,304	December-18
Gardendale Field Office	Gardendale, TX	ConocoPhillips (formerly Concho Resources)	Meinhardt & Associates Architects	\$ 2,592,212	November-18
Village Cooperative of Northland Senior Apartments	Kansas City, MO	Real Estate Equities Development	Rhotenberry Wellen Architects	\$ 12,394,813	November-18
Ward County Hospital Clinic Renovation	Monahans, TX	Ward Memorial Hospital	Real Estate Equities Architecture	\$ 365,500	October-18
Courtyard by Marriott	Dallas, TX	Peacestate Hospitality	Vandergrieff Group Architects	\$ 27,078,461	September-18
CONFIDENTIAL - Tenant Improvements	Pflugerville, TX	CONFIDENTIAL	Lindsay Pope Brayfield & Associates	\$ 2,141,957	September-18
Union Berkley Riverfront Park Apartments	Kansas City, MO	Flaherty & Collins	Cunningham Group	\$ 53,454,604	August-18
The Armory at Sam Houston Student Housing	Huntsville, TX	Stonemont Financial Group	BSB Design, Inc.	\$ 28,036,684	August-18
Bell County Expo Livestock/Equestrian Facility	Bellon, TX	Bell County	Hahnfeld Hoffer & Stanford	\$ 29,989,086	July-18
Ward Memorial Hospital Renovation	Monahans, TX	Ward Memorial Hospital	Vandergrieff Group Architects	\$ 2,292,247	June-18
ASCO Equipment Facility Renovations	Bryan, TX	ASCO Equipment	ASCO Equipment	\$ 1,322,370	May-18
TeleTech Tenant Improvements	Temple, TX	TTEC (formerly TeleTech)	Steve Newby Architects	\$ 2,708,670	March-18
Kinsley Forest Apartments	Kansas City, MO	Taurus Investment Holdings	The Hill Firm Architects	\$ 35,684,160	February-18
Midland County CSCD Facility	Midland, TX	Midland County Purchasing	Vandergrieff Group Architects	\$ 2,834,075	February-18



TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS**REFERENCE PROJECT 1****Project Description**

Two new fire stations for the City of Midland. Station #5 replaced a 61-year-old facility with a larger two-story, three-bay facility constructed on the original site. Station #11 was built on a larger property and required close coordination with other municipal and private utility projects. It features four emergency vehicle bays, a fueling station, and a truck wash facility. Both stations feature dormitory living quarters, kitchen and dining space, outdoor patios, and areas for gear, decontamination, exercise, offices, and storage.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Midland	Fire Stations #5 and #11	\$10,995,865	5/12/2021	0.88%

Owner's Reference Information

Name	Title	Organization	Telephone	E-Mail
Charles Blumenauer	Fire Chief	City of Midland	432.685.7332	cblumenauer@midlandtexas.gov

Architect's Reference Information

Name	Title	Company	Telephone	E-Mail
Justin Myers	Principal	Martinez Architects	281.346.7371	justinm@martinez-architects.com

REFERENCE PROJECT 2**Project Description**

This project consisted of the development and construction of approximately 96,333 SF newly constructed indoor livestock/equestrian facility and approximately 74,200 SF new outdoor covered warm-up arena, including adjacent covered livestock and equestrian pens. The new livestock and equestrian facility at the Bell County Expo Center building is located west of the current grounds and offers 800 spectator seats for the 96,333 SF performance arena. The warm-up arena features covered livestock stalls, a concourse for vendors, and a bar and grill.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Bell County	Expo Livestock/Equestrian Facility & Renovations	\$29,989,086	7/3/2018	0.38%

Owner's Reference Information

Name	Title	Organization	Telephone	E-Mail
Phil Goodwill	Project Director	Bell County	254.933.6726	Phil.Goodwill@co.bell.tx.us

Architect's Reference Information

Name	Title	Company	Telephone	E-Mail
Gary Ryan	Associate Principal	Hahnfeld Hoffer Stanford	817.302.0673	gryan@hahnfeld.com

REFERENCE PROJECT 3**Project Description**

New construction of a Tactical Equipment Maintenance Facility (TEMF) and associated storage buildings at Fort Hood, Texas. The project included all site work, hardstand, landscaping, utilities privatized utility providers, storm drainage, concrete, masonry, PEMB, MEP trades, finishes, special equipment, bridge cranes, POL systems, compressed air systems, and Hazmat storage buildings. The facility features vehicle maintenance bays with bridge cranes, administrative space, and expanded parking.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
U.S. Army Corps of Engineers	Tactical Equipment Maintenance Facility	\$36,077,933	3/4/2022	18.38%

Owner's Reference Information

Name	Title	Organization	Telephone	E-Mail
Andrew Bury	Resident Engineer	U.S. Army Corps of Engineers	254.285.3188	andrew.r.bury@usace.army.mil

Architect's Reference Information

Name	Title	Company	Telephone	E-Mail
Andrew Bury	Resident Engineer	U.S. Army Corps of Engineers	254.285.3188	andrew.r.bury@usace.army.mil

On the following pages, we have provided supplementary project sheets to further demonstrate the relevant project experience listed above.



CITY OF MIDLAND FIRE STATIONS #5 & #11

In 2020, MW Builders was selected to assist the growing City of Midland to build two new fire stations. The new Station #5 replaces a 61-year-old facility with a larger two-story, three-bay facility constructed on the original site. A cantilevered structure allows for more efficient use of the site, with personnel parking constructed below the kitchen, and allows for a rappelling platform for training purposes.

Station #11 is built on a larger property and required close coordination with other municipal and private utility projects. It features four emergency vehicle bays, a fueling station, and a truck wash facility. Each fire station features dormitory living quarters, ample kitchen and dining space, outdoor patios, and areas for gear, decontamination, exercise, office and storage.

LOCATION

Midland, TX

OWNER

City of Midland

ARCHITECT

Martinez Architects

COMPLETION DATE

May 2021

DELIVERY METHOD

General Contractor

PROJECT SIZE

11,752 SF (Station #5)

12,350 SF (Station #11)



BELL COUNTY EXPO LIVESTOCK/EQUESTRIAN FACILITY & RENOVATIONS

This project consisted of the development and construction of approximately 96,333 SF newly constructed indoor livestock/equestrian facility and approximately 74,200 SF new outdoor covered warm-up arena including adjacent covered livestock and equestrian pens. Also included are interior renovations of an existing exposition building.

The new livestock and equestrian facility at the Bell County Expo Center building is located west of the current grounds, and offers 800 spectator seats for the 96,333 SF performance arena. The warm-up arena features covered livestock stalls, a concourse for vendors, and a bar and grill.

The new facility hosts a variety of competitive events, including hunter jumper shows and cutting horse shows, barrel racing, team roping, and other events that need ample floor space. Part of the expansion included upgrades to the building envelope and new heating and air conditioning for the Expo Exhibit Area Building (Building #3). MW Builders provided extensive preconstruction service including design review and estimating costs.

LOCATION

Belton, TX

OWNER

Bell County

ARCHITECT

Hahnfeld Hoffer Stanford

COMPLETION DATE

November 2017

DELIVERY METHOD

Construction Manager-at-Risk

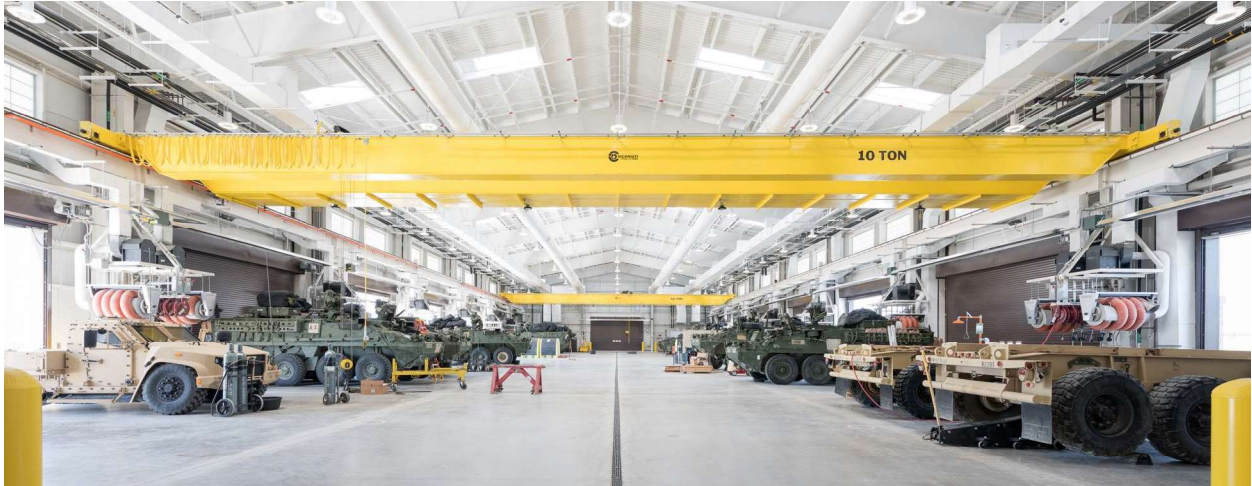
PROJECT SIZE

96,333 SF Livestock Facility
74,200 SF Arena
100,000 SF Renovation Bldg #3

PROPOSED PROJECT TEAM MEMBER ROLES:



Zach Rickard
Project Superintendent



FY18 TACTICAL EQUIPMENT MAINTENANCE FACILITY (TEMF)

MW Builders served as the prime contractor for this project, providing general contractor services for the new construction of a Tactical Equipment Maintenance Facility and associated storage buildings at Fort Hood, Texas. This project included all site work, hardstand, landscaping, utilities by privatized utility providers, storm drainage, concrete, masonry, PEMB, MEP trades, finishes, special equipment, bridge cranes, POL systems, compressed air systems, and Hazmat storage buildings. The facility features vehicle maintenance bays with bridge cranes, administrative space, and expanded parking.

PROPOSED PROJECT TEAM MEMBER ROLES:



Zach Rickard
Project Superintendent

LOCATION

Fort Hood, TX

OWNER

U.S. Army Corps of Engineers

ARCHITECT

U.S. Army Corps of Engineers

COMPLETION DATE

March 2022

DELIVERY METHOD

General Contractor

PROJECT SIZE

57,371 SF

TABLE 5 – SUBCONTRACTORS AND SUPPLIERS		
PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)		
Name	Work to be Provided	% of Contract
Provide a list of major equipment or material suppliers for use on project.		
Supplier Name	Material or Equipment Supplied	

MW Builders will provide the full required subcontractor and supplier list upon awarding of the contract.



SECTION 3

ADDITIONAL QUALIFICATIONS REQUESTED



January 17, 2024

Lorianne Luciano
Director of Procurement and Contract Management
802 N. 2nd Street
Killeen, Texas 76541

RE: **Request for Competitive Sealed Proposals**
Bid No. 24-11 | Fire Station No. 4 EOC Training Facility Project

Dear Ms. Luciano,

MW Builders is pleased to present our qualifications for the Fire Station No. 4 EOC Training Facility Project in Killeen, Texas. As an expert general contractor, MW Builders has a strong history of successfully completing similar facilities throughout the state of Texas and an experienced staff ready to provide construction phase services. We believe we are the best contractor for this job for the following reasons.

LEVERAGING A NATIONAL NETWORK

MW Builders understands what it takes to be successful working throughout Texas. Our ability to effectively analyze and plan our work, our large network of qualified subcontractors, and our ability to work are significant assets in delivering the work safely, on time, within budget, and with quality workmanship. These factors are crucial to the success of the Killeen Fire Station No. 4 EOC Training Facility project.

PROVIDING THE BEST PROJECT TEAM

Each member of our proposed project team is experienced in the construction of similar facilities for satisfied clients. We will bring lessons learned to your project in an open and honest team atmosphere. As our qualifications demonstrate, MW Builders has an excellent track record with projects of this type. We've also provided references in this response who can speak to the quality craftsmanship of our proposed team members and their dedication to successful project completion through teamwork and collaboration.

BUILDING A RELATIONSHIP AND UNDERSTANDING YOUR NEEDS

MW Builders takes pride in our ability to be responsive to our clients' needs while bringing their projects in on time and within budget. We have planted roots in Central Texas as we continue to build upon our partnerships and repeat clients, which is a testament to our vision of always delivering an unparalleled construction experience. Additionally, we have a unique understanding of the needs of the City of Killeen, and we boast a successful track record at Fort Cavazos (formerly Fort Hood). One of our employees, Chad Berg, served as the Emergency Management/Homeland Security Coordinator for the City of Killeen for 10 years. This experience allows Chad to provide us with key insights regarding the City of Killeen's needs and other factors involved in making this particular project highly successful.

We are very excited about this opportunity to submit our proposal and qualifications for this project, and we look forward to interviewing with you. Please do not hesitate to contact me with any questions you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Todd Winnerman', with a long horizontal flourish extending to the right.

Todd Winnerman
President
MW Builders, Inc.
TWinnerman@MWBuilders.com
P: 432.687.1219
F: 512.687.6401

MWBuilders.com

**MW BUILDERS, INC. // 3712 HELIOS WAY // PFLUGERVILLE, TX 78660 // PHONE: 512.687.6400
GENERAL CONTRACTOR // DESIGN-BUILDER // CONSTRUCTION MANAGER**

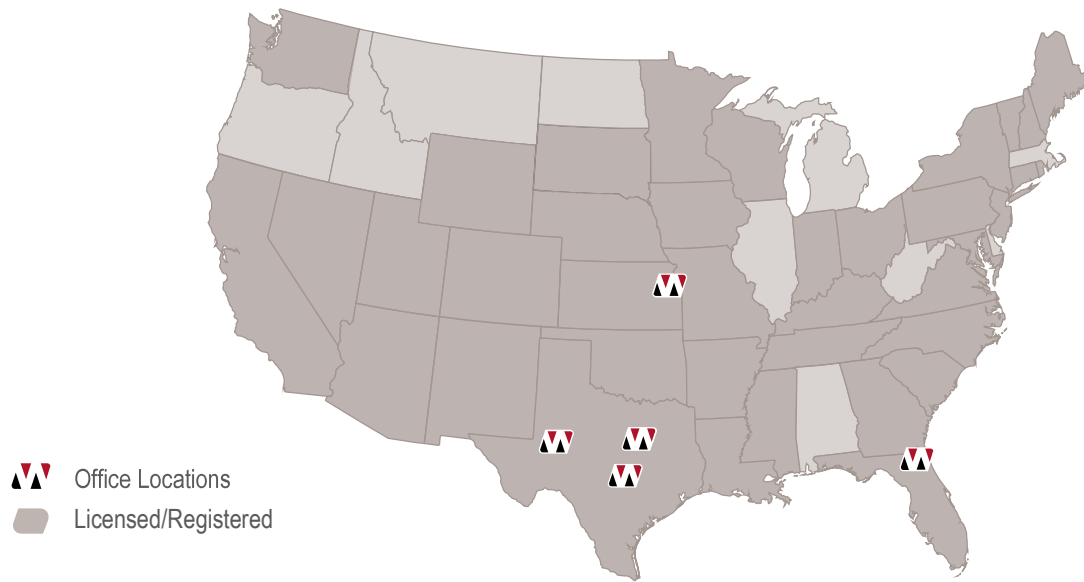
COMPANY OVERVIEW

WHO WE ARE

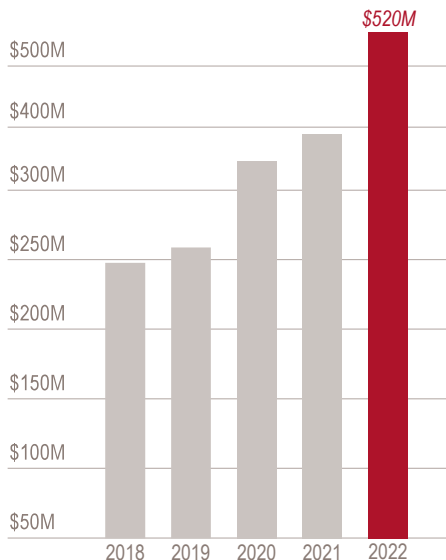
MW Builders is an employee-owned general contractor with offices in Austin, Dallas, Jacksonville, Midland, and Kansas City. Founded in 1971, MW Builders has grown into an ENR Top 400 Contractor performing over \$520 million in revenue for private and public sector clients in a variety of market segments. Licensed/registered in 38 states, we offer our clients the focus of a local builder with the wide presence, perspective and expertise of a national contractor.

WHERE WE BUILD

With a focus on serving our clients across the country, as well as our regional markets MW Builders has performed work in more than 40 states.



MW BUILDERS REVENUE



PRIDE OF OWNERSHIP

MW Builders is a 100% employee-owned company. Employee ownership—and the pride, dedication, and commitment to excellence that comes with it—is the bond that unites our people. It's the thread that connects us all to our common goal.



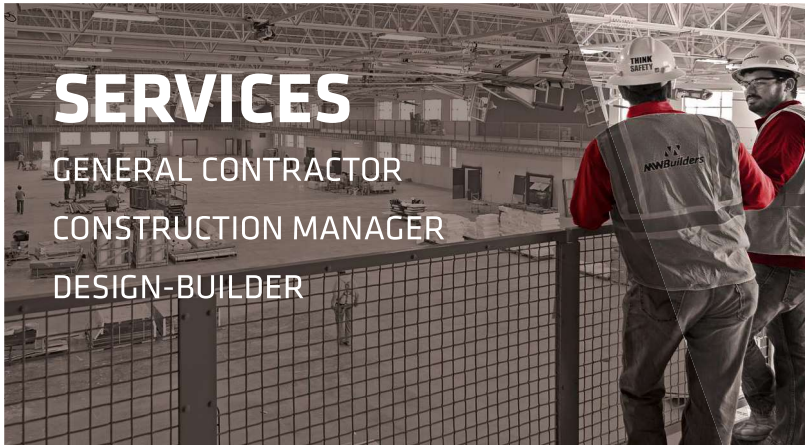
The goal to ensure project success no matter what it takes is at the forefront of all we do, because our clients' success is instrumental to ours.

Having a stake in the game is more than just ownership, it's a mindset—pride in a job well done and a desire to improve every day.

COMPANY OVERVIEW

WHAT WE DO

Just as every tool has its place and function on the job site, MW Builders believes that project delivery methods should be tailored to best fit the Owner's requirements. Our success at fulfilling our clients' needs is evidenced by our number of repeat clients.



INDUSTRIES

- corporate
- education
- hospitality
- industrial
- mixed use / retail
- multifamily
- public
- senior living
- student housing

TRUE BUILDERS

MW Builders employs more than 200 qualified professionals and skilled craftsmen who are experienced in a diverse array of projects. Our team stands out for its client focus while delivering superior project management and a product of the highest quality.

In addition to general construction services, we leverage our areas of expertise to create processes and utilize technology to provide value-added services to our clients.

OUR VISION

To be a trusted partner that leads our industry with talent, heart, and services, creating environments that improve people's lives.



PRECONSTRUCTION



QUALITY CONTROL



BUILDING INFORMATION MODELING



SUSTAINABILITY



PROJECT SCHEDULING



SELF-PERFORMANCE

COMPANY OVERVIEW

VALUES

Our five core values drive our daily decisions and epitomize who we are as a company and as people. Just working day in and day out to do business — and life — the right way. With a focus on teamwork, quality craftsmanship, caring heart, entrepreneurial spirit, and, above all else, integrity, our values remain at the core of who we are, and who we have been from day one. No doubt, they're the reason behind our past successes and will continue to shape our vision for sustained success in the future.



SAFETY

Our team knows that safety isn't a rule book, it is a culture that must be established and adopted by all for us to succeed.

MW Builders' safety program is structured to provide the shortest distance possible between the highest level of management and the work being performed on each of our jobsites.

Our safety leadership regularly visits each of our project sites and supports our project teams to effectively implement our safety program.



COMPANY OVERVIEW

STRONG FINANCIAL PARTNER

When choosing a builder, we know you are looking for a construction partner with financial stability and a proven track record. A compelling indicator of our extremely strong financial position is the ongoing confidence displayed by our surety, the Chubb Group of Insurance Companies. MW Builders has seen our bonding line steadily increase over the past 20 years.

Over time, we've built lasting financial relationships thanks to our proven success as a strong partner. While we are innovative in our approach to our projects, our conservative financial management has led to continued growth and stability.

"MW Builders has been a valued customer of UMB Bank for more than 50 years. Throughout this time, the management of this industry leader has demonstrated the highest level of integrity... We are proud to be MW Builders' bank."

Jim Sangster, *President*
UMB Bank

SINGLE PROJECT LIMIT: \$250 MILLION

AGGREGATE BONDING CAPACITY: \$1.2 BILLION

MMC CORP FAMILY

MW Builders is a part of MMC Corp, a holding company made up of three core construction services brands: general contractor, mechanical contractors, and specialty contractors. With more than **80 years of experience**, we have grown from a family business to a 100 percent employee-owned company.



MMC CORP

General Contractor



AUSTIN
DALLAS
JACKSONVILLE
KANSAS CITY
MIDLAND

mwbuilders.com

Mechanical Contractor



IOWA
KANSAS CITY
LAS VEGAS
OMAHA
LINCOLN
NASHVILLE

mmcontractors.com

Specialty Contractor



RENO

bcsv.com

MW BUILDERS KEY PERSONNEL

LEADERSHIP



TODD WINNERMAN // *President*

As President, Todd is responsible for the overall performance of the company and directs the overall operation of MW Builders.

- 28 years experience with MW Builders
- Began career with MW Builders straight out of college as a Project Engineer and worked his way up through operations and estimating
- BS in Industrial Engineering from University of Central Florida
- Operates from our Kansas City Office

OFFICE LEADERSHIP



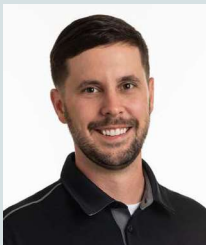
JASON OLDHAM
Executive Vice President

- 22 years experience
- 22 years with MW Builders
- BS of Environmental Design at Texas A&M University



AARON HOELSCHER, LEED AP DBIA
Vice President, Regional Manager
Midland + Austin

- 18 years experience
- 18 years with MW Builders
- MS Civil Engineering at Texas A&M University



CHARLES ROMBOLD
Division Manager

- Dallas
- 14 years experience
 - 14 years with MW Builders
 - BS Architectural Studies at University of Kansas



ISAAC BYERS
Division Manager

- Jacksonville
- 20 years experience
 - 15 years with MW Builders
 - BS Construction Management at Brigham Young University



ERIC BEBERMEYER
Division Manager
Kansas City

- 19 years experience
- 14 years with MW Builders
- BS Construction Science & Management at Kansas State University



BRENT BOND
Operations Manager
Midland

- 28 years experience
- 5 years with MW Builders

MW BUILDERS KEY PERSONNEL

CONSTRUCTION OPERATIONS



JOSH THOMAS

Operations Manager

- 19 years experience
- 8 years with MW Builders
- BS Construction Science at Texas A&M University



BENNY BYERS

General Superintendent

- 37 years experience
- 31 years with MW Builders



AUSTIN SHEPHERD

Operations Manager

- 17 years experience
- 14 years with MW Builders
- BS Construction Science & Management at Kansas State University



ALI DONOHO

Operations Manager

- Austin**
- 19 years experience
 - BS Construction Science at Texas A&M University



RYAN MYERS

Area Superintendent

- 19 years experience
- 19 years with MW Builders
- BS Construction Management at Sam Houston State University



BARRON BALDWIN

Safety Supervisor

- Austin, Dallas & Midland**
- 19 years experience
 - 13 years with MW Builders
 - Certified Construction Safety Specialist & OSHA 500



COREY BALLENGER

Safety Supervisor

- Kansas City**
- 19 years experience
 - BS Safety Management at University of Central Missouri



ERIC STONE

Project Controls Manager

- 24 years experience
- 19 years with MW Builders
- MBA at William Woods University

MW BUILDERS KEY PERSONNEL

PRECONSTRUCTION AND BUSINESS DEVELOPMENT



JEREMY LAMBDEN
Estimating Manager
 Austin, Dallas & Midland

- 27 years experience
- 25 years with MW Builders
- BS Construction Science at Texas A&M University



BRYAN HEFLEY
Senior Preconstruction Manager
 Industrial

- 25 years experience
- 11 years with MW Builders
- BS Construction Management at Pittsburg State University



TODD CUNNINGHAM
Preconstruction Manager
 Midland

- 30 years experience
- 28 years with MW Builders
- BS Construction Science at Texas A&M University



BRET NECESSARY, P.E.
Vice President of Business Development

- 26 years experience
- 8 years with MW Builders
- BS Civil Engineering at Texas A&M University



MARTY HOFFEY
Business Development Manager
 Kansas City

- 33 years experience
- 10 years with MW Builders
- BS Construction Engineering at Iowa State University



SU JONES
Business Development Manager
 Austin

- 26 years experience
- MBA at St. Edward's University
- Bachelor of Science at Louisiana State University



CHARLIE BRIGGS
Business Development Manager
 Jacksonville

- 26 years experience
- Bachelor of Science at Embry Riddle Aeronautical University



CORY LACY
Business Development Manager
 Dallas

- 26 years experience
- Bachelor of Art at University of Arkansas



CHRIS LALLA

Project Manager - Austin Office - Administration

As Project Manager, Chris is responsible for the day-to-day management and administration of the project and reports to the Senior Project Manager. He is responsible for maintaining the project budget and works with the Project Superintendent to ensure that subcontractors and suppliers comply with the project schedule and the performance of all elements of their contracts. He maintains effective and open lines of communication with the Owner to ensure that all contract requirements are met and expectations exceeded.

EDUCATION

Austin Community College
Construction Management

CERTIFICATIONS

- Procore Project Management Training

CAREER HIGHLIGHTS

MW Builders // 2020

- Project Manager // 2020

YEARS IN THE INDUSTRY

22+

RELEVANT PROJECT EXPERIENCE

Innovation Park Building VII // Hutto, TX
213,300 SF, design-build, tilt-up

Innovation Park Building VI // Hutto, TX
196,560 SF, design-build, tilt-up

TNP35 Lakeway Drive // Georgetown, TX
6,200 SF, 16 inch water line, design-build

Texas Speed Tenant Improvements // Georgetown, TX
72,133 SF, design-build

Northpark35 Bldg II // Georgetown, TX
158,323 SF, design-build, tilt-up

True Harvest Phase 2 // Belton, TX
118,000 SF, design-build, PEMB

True Harvest Phase 3 // Belton, TX
71,000 SF, design-build, PEMB

United Alloy Assembly & Manufacturing Facility Phase I // Seguin, TX
120,000 SF, design-build

United Alloy Assembly & Manufacturing Facility Phase II // Seguin, TX
110,000 SF, design-build

Texas Parks & Wildfire Game Warden Training Phase 4 // Hamilton, TX

Hutto Ampitheater // Hutto, TX



ANDRES ZAPATA Project Manager

As Project Manager, Andres is responsible for the day-to-day management and administration of the project and reports to the Senior Project Manager. He is responsible for maintaining the project budget and works with the Project Superintendent to ensure that subcontractors and suppliers comply with the project schedule and the performance of all elements of their contracts. He maintains effective and open lines of communication with the Owner to ensure that all contract requirements are met and expectations exceeded.

EDUCATION

Texas State Technical College Waco
Associate of Applied Science in
Building Construction Technology

CERTIFICATIONS

- OSHA 10 HR
- OSHA 30 HR
- COA Int'l Codes Council
- NCCER Carpentry & Craft Technology

CAREER HIGHLIGHTS

MW Builders // 2019

- Assistant Project Manager // 2020
- Project Engineer // 2019

YEARS IN THE INDUSTRY

6+

RELEVANT PROJECT EXPERIENCE

Titan NorthPark Building 8 // Georgetown, TX
194,800 SF, design-build, tilt-up, industrial building and tenant improvements

Titan NorthPark Building 6 // Georgetown, TX
435,714 SF, design-build, tilt-up

TNP Building V // Georgetown, TX
297,576 SF, tilt-up, flex-space industrial building

Dallas Midpoint Crossing // Lancaster, TX
550,000 SF, design-build, tilt-up

Enterprise Industrial Park Bldg 4 // Schertz, TX
250,428 SF, tilt-up, cross-dock warehouse

Enterprise Industrial Park Bldg 6 // Schertz, TX
187,288 SF, tilt-up

Multi-Family – New Hope Housing, Dale Carnegie // Houston, TX
170 fully furnished studio apartment housing

Multi-Family – Camden, North End Phase 1 & 2 // Phoenix, AZ
Variety of open-concept apartment housing



ZACH RICKARD Superintendent

As Project Superintendent, Zach is responsible for project field operations, safety and quality assurance. His activities include: project planning and documentation; coordination and scheduling of trades; construction supervision; safety program implementation; and quality control management. He maintains effective communication with project management, field staff, subcontractors, self-performance crews and the Owner's Representative.

Zach brings 7+ years of construction experience to the team and has worked on a wide variety of projects type, including those similar in scope to the Killeen Fire Station No. 4 Training Facility project. He also has significant experience working on projects at Fort Hood, just outside the City of Killeen.

CERTIFICATIONS

- OSHA 30 HR
- Rough Terrain Forklift
- Qualified HILTI Operator
- Boom/Scissor Lift Operator
- Procore Project Management Training

CAREER HIGHLIGHTS

MW Builders // 2016

- Superintendent // 2021
- Asst. Superintendent // 2016

YEARS IN THE INDUSTRY

7+

RELEVANT PROJECT EXPERIENCE

Oncor Distribution Service Center // Hutto, TX

19,250 SF, tilt-up, distribution service center, 5 PEMB canopies, office & training spaces

Bell County Expo Livestock & Exhibit Area // Belton, TX

170,533-SF, split-level performance arena & renovations

Mission Training Complex Simulations Center // Ft. Hood, TX

140,000 SF, mission training complex

FY18 Tactical Equipment Maintenance Facility // Ft. Hood, TX

57,371 SF, tactical equipment maintenance facility

Selma Building 2 // Selma, TX

305,760 SF, design-build, tilt-up

KVAL // Hutto, TX

52,500 SF, design-build, tilt-up, build-to-suite

Commerce Center South // Austin, TX

330,000 SF, design-build, 4 buildings, tilt-up

Texas Disposal System Building // Creedmoor, TX

50,150 SF, design-build, tilt-up

1st Cavalry Headquarters Renovation // Ft. Hood, TX

148,000 SF, 3-story, interior & exterior renovation

Aloft Hotel // San Antonio, TX

69,330 SF, 4-story hotel, 136 keys

Element by Westin // Richardson, TX

75,396 SF, 4-story hotel, 123 keys

Tru / Home 2 Suites by Hilton // Pflugerville, TX

89,815 SF, 5-story hotel, 179 keys

Projects in bold italics are included in this proposal

REFERENCES

Our experience across Texas on projects similar to the City of Killeen Fire Station No. 4 EOC Training Facility has given us the privilege of working with many Owners, developers, and architects throughout the state. Please feel free to contact some of our partners listed below.

John Francis*Contract Manager*

Bell County (retired)

254.217.6299

john.franis@bellcounty.texas.gov

Bill Schumann*County Commissioner*

Bell County

254.933.6726

bill.schumann@bellcounty.texas.gov

Regina Stephenson*General Services Director*

City of Midland

432.685.7233

rstephenson@midlandtexas.gov

Ashley Coco*Senior Architectural Project Manager*

Parkhill

432.681.6168

acoco@parkhill.com

Charles Blumenauer*Fire Chief*

City of Midland

432.685.7332

cblumenauer@midlandtexas.gov

Mark Pelletier, AIA*Principal*

Vandergriff Group Architects

432.687.0781

mpelletier@vandergriff-group.com

Justin Myers, AIA*Principal*

Martinez Architects

281.346.7371

justinm@martinez-architects.com

ADDITIONAL SIMILAR PROJECTS

TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS				
REFERENCE PROJECT 1				
Project Description				
Project sits on a 3.5-acre site and consists of a new two-story Utilities Service Center campus for the City of Midland. Includes administration offices/meeting areas for utilities staff and maintenance personnel. Also includes vehicle maintenance bays, oil change stations, dry storage facilities, and car wash bays. The project comprises multiple city-owned facilities on a complex site and includes heavy-duty pavement for garbage trucks.				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Midland	Utilities Service Center	\$11,943,253	11/04/2023	4.10%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Regina Stephenson	General Services Director	City of Midland	432.685.7233	rstephenson@midlandtexas.gov
Architect's Reference Information				
Name	Title	Company	Telephone	E-Mail
Ashley Coco	Sr. Architectural Project Manager	Parkhill	432.681.6168	acoco@parkhill.com
REFERENCE PROJECT 2				
Project Description				
Project consists of a 19,250 SF main building, five PEMBs (canopies), and associated site improvements. The main building includes structural masonry and steel and light-gauge framing for interior partitions and ceilings. Site improvements consist of a retention pond, site fencing, paving, landscaping, and other miscellaneous amenities across a site of roughly 20 acres. This project also featured heavy-duty pavements throughout the site.				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Oncor Electric Delivery	Distribution Service Center	\$8,245,190	11/29/2022	-2.76%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Rachel Bryen	Project Manager	Oncor Electric Delivery	682.276.4418	Rachel.Bryen@oncor.com
Architect's Reference Information				
Name	Title	Company	Telephone	E-Mail
Derek Dizon	Architect	Merriman Anderson Architects	214.347.7068	derekd@merriman-maa.com
REFERENCE PROJECT 3				
Project Description				
The new 143,481 SF Mission Training Complex (MTC) Simulations Center located at Fort Hood (now Fort Cavazos), Texas, doubled the original square footage and consolidated the mission training complex, which initially encompassed ten buildings scattered throughout the installation. The new facilities have the capacity to train the entire Corps headquarters. Large classrooms can be made smaller or larger for class size, and the building also houses office space, storage facilities, and an after-action review room. There is also a 99,000 SF outdoors Tactical Operations Center (TOC) yard.				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
U.S. Army Corps of Engineers	Mission Training Complex (MTC) Simulations Center	\$58,254,564	2/25/2020	4.51%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Andrew Bury	Resident Engineer	U.S. Army Corps of Engineers	254.285.3188	andrew.r.bury@usace.army.mil
Architect's Reference Information				
Name	Title	Company	Telephone	E-Mail
Jason Jones	Principal	Clark Nexsen	704.840.1370	jjones@clarknexsen.com

On the following pages, we have provided supplementary project sheets to further demonstrate the additional relevant project experience listed above.

Statement of Qualifications



CITY OF MIDLAND UTILITIES SERVICE CENTER

Our seventh project for the City of Midland consists of the construction of vehicle maintenance facilities comprising three new pre-engineered metal buildings and related sitework. The largest building is a new, two story office facility totaling 28,130 SF with four adjoining pull-through bays for storage of service trucks. This building houses the Department of Water and Wastewater Utilities and features conference rooms, collaborative areas, break rooms, training rooms, exercise rooms, locker and shower facilities, and public reception areas.

The second building is an 8,665 SF vehicle service shop with a service bay, lift bay and inspection bay. Adjoining offices feature training, break room and storage facilities.

The third building is a 3,029 SF three-bay general purpose storage building. Sitework includes new construction of a 1,358 SF drive-through vehicle wash bay with load-bearing CMU walls, approximately 80,000 SF of new concrete paving, new perimeter fencing, utilities and landscaping. An existing fuel facility was incorporated into the site design, and the city’s fueling facility remained in uninterrupted operation during construction.

LOCATION

Midland, TX

OWNER

City of Midland

ARCHITECT

Parkhill

COMPLETION DATE

November 2023

DELIVERY METHOD

General Contractor

PROJECT SIZE

41,400 SF



ONCOR HUTTO DISTRIBUTION SERVICE CENTER

MW Builders was selected by Oncor to provide general contractor services for its new service center in Hutto, Texas (Williamson County). This project consists of a 19,250 SF main building, five PEMBs (canopies), and associated site improvements. The main building includes structural masonry and steel and light-gauge framing for interior partitions and ceilings. Site improvements consist of a retention pond, site fencing, paving, landscaping, and other miscellaneous amenities across a site of roughly 20 acres.

LOCATION

Hutto, TX

OWNER

Oncor Electric Delivery

ARCHITECT

Merriman Anderson Architects

COMPLETION DATE

November 2022

DELIVERY METHOD

General Contractor

PROJECT SIZE

19,250 SF



MISSION TRAINING COMPLEX (MTC) SIMULATIONS CENTER

This new Mission Training Center (MTC) located on Fort Hood provides individual learning through collective, simulation-driven mission command training for III Corps and Fort Hood units. The new 143,481 SF facility doubled the original square footage and consolidated the mission training complex, which initially encompassed ten buildings scattered throughout the installation.

The new facilities have the capacity to train the entire Corps headquarters with its subordinate divisions at one time or train multiple battalions and brigades simultaneously. The MTC provides holistic and realistic command training in addition to serving as the hub for mission training for Fort Riley, KS; Fort Carson, CO; and Fort Sill, OK. The MTC will primarily train active-duty soldiers, but the facilities are also open to allied forces such as the National Guard, Reserves, Air Force, Navy, and Marines.

The building has an extensive cable management system due to all the technology required for battle simulation and training. Additionally, there are large classrooms that can be made smaller or larger for class size. The building also houses office space, storage facilities, and an after-action review room, as well as auditorium seating with projector screens so the soldiers can learn. Finally, there's a 99,000 SF outdoors Tactical Operations Center (TOC) yard, where the soldiers can use outdoor tactical equipment and experience field simulation.

LOCATION

Fort Hood, TX

OWNER

U.S. Army Corps of Engineers

ARCHITECT

Clark Nexsen

COMPLETION DATE

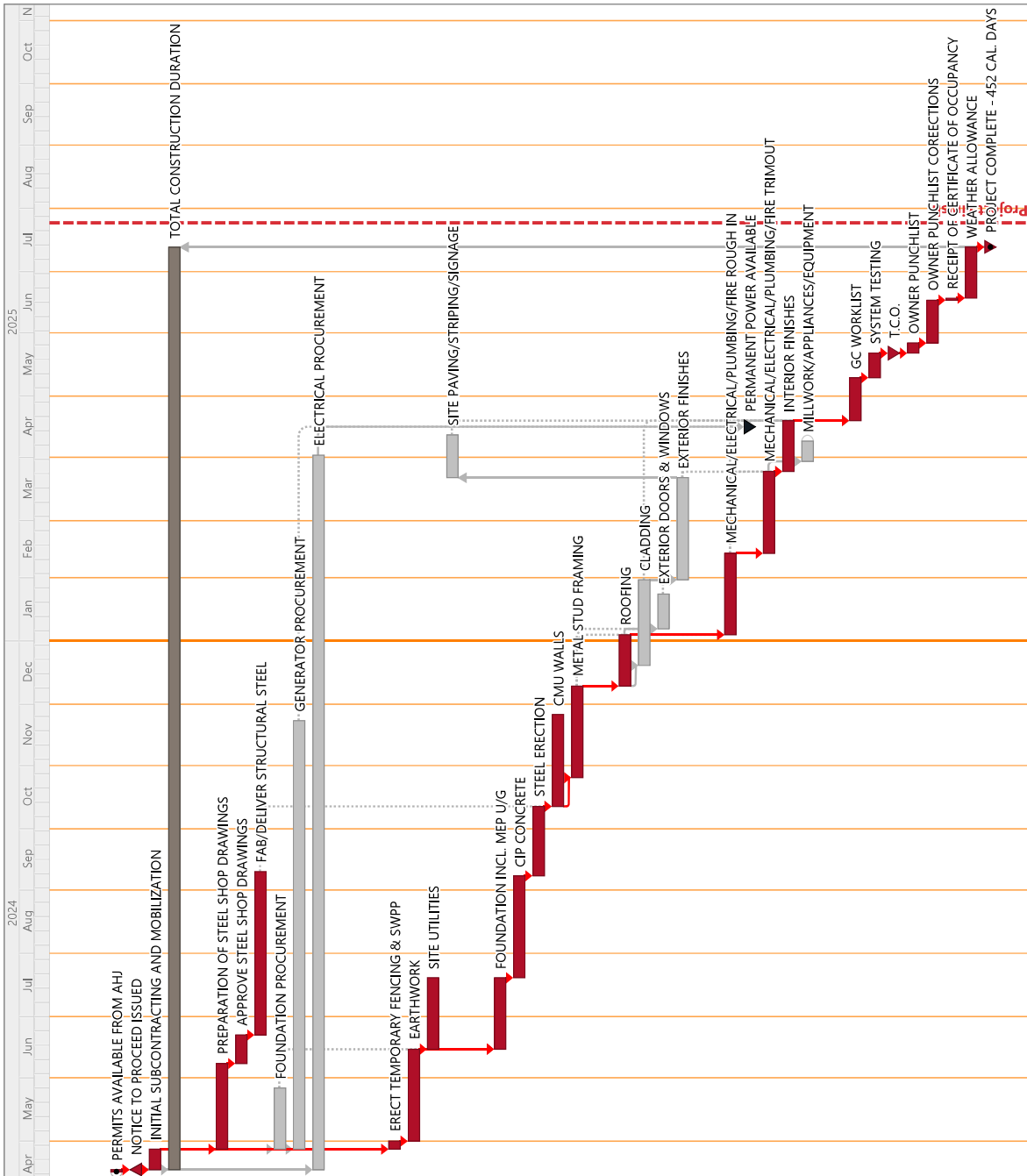
February 2020

DELIVERY METHOD

General Contractor

PROJECT SIZE

143,481 SF



FS #4 & EOC - BASE BID
KILEEN, TEXAS
2022-144



SAMPLE CONCEPTUAL COST ESTIMATE

Category	Description		FJ Young 30% estimate
C.1	Site Selective Demolition		\$ 75,000
C.2	Earthwork and Paving		\$ 508,034
C.3	Erosion Controls		\$ 4,000
C.4	Site Concrete - Turnkey		\$ 86,150
C.5	Temporary Fencing		\$ 11,250
C.6	Site Furnishings		\$ 5,880
U.1	Water & Sanitary Sewer		\$ 120,000
U.2	Storm Sewer & Area Drains		w/above
L.1	Landscaping & Irrigation	allowance	\$ 10,000
S.1	Building Concrete - Turnkey		\$ 282,300
S.2	Metal Fabrications - Materials		\$ 285,000
S.3	Metal Fabrications - Installation		\$ 115,000
A.1	Building Selective Demolition		\$ 175,000
A.2	Termiticide		\$ 4,930
A.3	Masonry		\$ 612,600
A.4	Rough Carpentry		\$ 75,000
A.5	Water Repellent Coatings		\$ 15,900
A.6	Dampproofing & Joint Sealants/Air Barrier		\$ 35,500
A.7	Roofing Systems		\$ 350,000
A.8	Firestopping		\$ 15,000
A.9	Doors & Hardware Materials		\$ 100,000
A.10	Doors & Hardware Installation		\$ 12,350
A.11	Coiling Doors & Grilles		\$ 22,500
A.12	Windows, Glass & Glazing		\$ 201,200
A.13	Translucent Windows		\$ 25,000
A.14	Light Gauge Framing, Gypsum, etc.		\$ 660,000
A.15	Elastomeric Stucco		\$ 237,450
A.16	Ceramic Tile		\$ 121,030
A.17	Epoxy Terrazzo		\$ 25,000
A.18	Fluid Applied Sports Flooring		\$ 93,075
A.19	Carpet, Resilient & Other Flooring		\$ 100,880
A.20	K-13 Cellulose Insulation		n/a
A.21	Fiberglass Spray Insulation		n/a
A.22	Tape, Float, Texture & Paint		\$ 108,500
A.23	Specialties		\$ 50,000
A.24	Markerboards & Tackboards		n/a
A.25	Fabric Wrapped Tackboards		\$ 3,500
A.26	Interior & Exterior Signage (Allowance)		\$ 10,000
A.27	Lockers		n/a
A.28	Architectural Millwork, Finish Carpentry		\$ 235,000
A.29	Plastic Laminate Wall Panel Systems		\$ 70,000
A.30	Residential Equipment		\$ 3,000
A.31	Gymnasium Divider Curtain, Goals, Pads		\$ 39,025
A.32	Bleachers		\$ 100,000
A.33	Window Treatments		\$ 22,350
A.34	Recessed Floor Mats		\$ 2,080
A.35	Cleaning		\$ 30,000
M.1	Fire Protection		\$ 294,600
M.2	Plumbing		\$ 707,250
M.3	HVAC		\$ 446,500
M.4	Mechanical Combo		w/above
E.1	Electrical/Special Systems		\$ 1,112,440
SUBTOTAL			\$7,619,274
General Conditions			\$658,102
SUBTOTAL			\$8,277,376
Bond			9179300 \$73,635
Builders Risk Insurance			9179300 \$33,454
MWB Insurance			9179300 \$70,908
CM Contingency			\$457,156
SUBTOTAL			\$8,912,529
Fee @ 2.00%			\$178,251
TOTAL			\$9,090,780
Abatement Budget			\$75,000
TOTAL			\$9,165,780
Alternate 1 - upper wall cabinets			\$ 35,000
Alternate 2 - 10" storm in lieu of sumps			\$ 60,000

SAMPLE DETAILED COST ESTIMATE

ATTACHMENT A.1 - Guaranteed Maximum Price Summary

ECTOR COUNTY ISD - THREE NEW ELEMENTARIES

Category	Description	Recommended Subcontractor	Budget at 95% estimate	Recommended Package	VE	GMP
C.1	Site Selective Demolition	MW Builders	\$ 15,820	\$ 16,000		\$ 16,000
C.2A	Earthwork at Kellus Turner		\$ 1,020,308	\$ 835,000		\$ 835,000
C.2B	Earthwork at Knox, Dawn		\$ 1,242,170	\$ 1,928,600		\$ 1,928,600
C.3	Paving		\$ 1,133,365	\$ -		\$ -
	Road Widening at Dawn	Allowance	\$ 518,543	\$ 528,543		\$ 528,543
C.4	Erosion Controls	MW Builders	\$ 41,625	\$ 49,000		\$ 49,000
C.5	Temporary Fencing	MW Builders	\$ 36,000	\$ 40,000		\$ 40,000
C.6	Fencing & Gates		\$ 120,124	\$ 95,575		\$ 95,575
C.7	Modular Retaining Walls		\$ 250,000	\$ 198,675		\$ 198,675
C.8	Verona Pavers		\$ 575,936	\$ 173,962		\$ 173,962
C.9	Playground Equipment		\$ 655,802	\$ 316,146		\$ 316,146
C.10	Fabric Shade Structures		\$ 146,835	\$ 69,161		\$ 69,161
C.11	Marquee & Neon Signage		\$ 77,064	\$ 83,064		\$ 83,064
C.12	Pre-Engineered Building		\$ -	\$ 11,514		\$ 11,514
U.1	Water & Sanitary Sewer Utilities		\$ 371,100	\$ 1,090,558	-\$200,000	\$ 890,558
	Offsite Utilities at Dawn		\$ -	with above		\$ -
U.2	Storm Sewer & Area Drains	MW Builders	\$ 231,000	\$ 134,125		\$ 134,125
L.1	Landscaping & Irrigation		\$ 1,007,500	\$ 614,385		\$ 614,385
L.2	Well Capping		\$ 6,100	\$ 5,700		\$ 5,700
S.1	Building & Site Concrete - Turnkey		\$ 6,290,741	\$ 6,520,756		\$ 6,520,756
	Concrete Paving		\$ -	with above		\$ -
S.2	Metal Fabrications - Materials		\$ 3,433,862	\$ 3,333,895	-\$300,000	\$ 3,033,895
S.3	Metal Fabrications & Tiltwall - Installation	MW Builders	\$ 1,311,873	\$ 1,911,000		\$ 1,911,000
A.1	Termiticide		\$ 33,675	\$ 29,862		\$ 29,862
A.2	Masonry		\$ 161,250	\$ 593,000	-\$432,000	\$ 161,000
A.3	Thin Brick at Metal Stud Locations	Allowance	\$ -	\$ 180,000	-\$180,000	\$ -
A.4	Rough Carpentry	MW Builders	\$ 352,500	\$ 687,000	-\$30,000	\$ 657,000
A.5	Water Repellent Coatings		\$ 72,000	\$ 44,460		\$ 44,460
A.6	Air Barrier & Joint Sealants		\$ 141,261	\$ 441,293	-\$300,000	\$ 141,293
A.7	Roofing Systems		\$ 1,967,025	\$ 1,869,000		\$ 1,869,000
A.7a	Metal Wall Panels/Soffits		\$ -	\$ -		\$ -
A.8	Doors & Hardware Materials		\$ 495,000	\$ 388,975		\$ 388,975
	Access Control Hardware Option		\$ 300,000	\$ -		\$ -
A.9	Doors & Hardware Installation	MW Builders	\$ 83,700	\$ 60,000		\$ 60,000
A.10	Windows, Glass & Glazing		\$ 1,518,255	\$ 1,097,388		\$ 1,097,388
A.11	Insulated Translucent Panels		\$ 259,806	\$ 211,050		\$ 211,050
A.12	Overhead Coiling Grilles		\$ 36,000	\$ 67,632		\$ 67,632
A.13	Drywall & Ceilings		\$ 3,450,000	\$ 3,900,000	-\$45,000	\$ 3,855,000
A.14	Portland Cement Plastering		\$ -	\$ -		\$ -
A.15	Tile Systems		\$ 786,450	\$ 663,830	-\$25,000	\$ 638,830
A.16	Carpet, Resilient & Other Flooring		\$ 283,674	\$ 239,193	-\$25,000	\$ 214,193
A.17	Resilient Sports Floor Covering		\$ 195,474	\$ 202,575	-\$50,000	\$ 152,575
A.18	Polished Concrete Systems		\$ 403,236	\$ 581,100		\$ 581,100
A.19	Taping, Texturing & Painting		\$ 1,085,310	\$ 740,084		\$ 740,084
A.20	Laminate Casework & Finish Carpentry		\$ 259,452	\$ 338,320		\$ 338,320
A.21	Specialties	MW Builders	\$ 154,380	\$ 267,000		\$ 267,000
A.22	Visual Display Surfaces		\$ 60,000	\$ 43,652		\$ 43,652
A.23	Lockers		\$ 2,880	\$ 4,782		\$ 4,782
A.24	Signage		\$ 42,000	\$ 46,220		\$ 46,220
A.25	Folding Panel Partitions		\$ 357,000	\$ 444,005		\$ 444,005
A.26	Folding Glass Panel Partitions		\$ 1,250,100	\$ 901,929		\$ 901,929
A.27	Foodservice Equipment		\$ 1,275,000	\$ 1,419,540		\$ 1,419,540
A.28	Athletic Equipment		\$ 81,000	\$ 38,500		\$ 38,500
A.29	Gymnasium Bleachers		\$ -	\$ 44,328		\$ 44,328
A.30	Window Treatments		\$ 36,000	\$ 18,810		\$ 18,810
A.31	Applied Films		\$ 150,000	\$ 122,938	-\$122,938	\$ -
A.32	Resin Panels	MW Builders	\$ 195,000	\$ 273,000	-\$273,000	\$ -
A.33	Elevator		\$ 135,000	\$ 192,354	-\$21,000	\$ 171,354
A.34	Final Cleaning	MW Builders	\$ 48,963	\$ 96,000		\$ 96,000
A.35	Unistrut Framing		\$ -	\$ -		\$ -
A.36	Trophy Cases	Allowance	\$ 15,000	\$ 15,000		\$ 15,000
A.37	Miscellaneous		\$ -	\$ -		\$ -
X01	Add new wet well, irrigation pump house		\$ 60,000	\$ -		\$ -
M.1	Fire Protection		\$ 1,267,546	\$ 1,132,771		\$ 1,132,771
M.2	Plumbing		\$ 1,828,000	\$ -		\$ -
M.3	HVAC		\$ 7,782,000	\$ 11,819,000	-\$1,000,000	\$ 10,819,000
E.1	Electrical/Special Systems		\$ 6,948,655	\$ 7,867,620	-\$535,000	\$ 7,332,620
	Electrical Allowance - Kellus Turner	Allowance	\$ -	\$ 40,000		\$ 40,000
	Permit		waived	waived		waived
	SUBTOTAL		\$52,058,360	\$55,077,870	-\$3,538,938	\$51,538,932
	Bond		\$363,232	\$344,237		\$322,118
	Insurance/OCP		\$195,931	\$212,250		\$212,250
	General Conditions		\$1,039,911	\$1,039,911		\$1,039,911
	SUBTOTAL		\$53,657,434	\$56,674,268		\$53,113,211
	Builders Risk Insurance		included	included		included
	Owner Contingency		0	not included		not included
	CM Contingency for CM's own use		\$1,326,086	\$1,326,086		\$1,326,086
	SUBTOTAL		\$54,983,520	\$58,000,354		\$54,439,297
	Fee @ 1.10%		\$583,481	\$638,004		\$598,703
	TOTAL CONSTRUCTION		\$55,567,001	\$58,638,358		\$55,038,000

PROJECT CONCEPT AND APPROACH

MW Builders' concept and approach to construction phase services for this project builds upon pre-planning and the necessary instructions for carrying out in detail the entirety of the construction phase. The mission of the construction phase is to successfully execute those instructions to deliver benefits on behalf of the City of Killeen. These benefits may be measured in terms of four key metrics: cost, schedule, quality, and safety.

COST CONTROL

From our standpoint, the most important means of cost control is through timely contract compliance. Effective cost control is primarily oriented to securing qualified subcontractors, purchasing complete scopes of work, and achieving on-time completions. Through decades of working as a design builder and general contractor at Fort Hood (now Fort Cavazos), we have built important local relationships with key major subcontractors and suppliers. We combine a regional database of subcontractors, suppliers, and cost information to ensure that we identify and deliver the strongest idea at a competitive cost. While selecting subcontractors for this project, we will look for financially strong, technically competent firms who have the available resources to service this project. By managing costs during construction, we often deliver additional benefits to our clients by performing additional improvements (beyond the original scope of work) without exceeding our client's available budget.

During construction, MW Builders will control costs through:

- Leveraging our prior experience constructing fire stations with Martinez Architects and their design consultants
- Leveraging our relationships with key local subcontractors and providing effective subcontractor oversight and communication
- Staffing the project with the right team
- Quality control that results in quality workmanship
- Effective scheduling and risk management

SCHEDULE MANAGEMENT

MW Builders' project manager and superintendent are supported by our project controls personnel. We utilize Phoenix scheduling software to build and implement the project schedule. The project superintendent will conduct weekly onsite subcontractor meetings to discuss general issues, work coordination, status of submittals, procurement, and scheduling. During these meetings, two-week look-ahead schedule reports will be distributed and reviewed with the subcontractors. Status of long lead items and project milestones will also be reviewed and discussed. Subcontractor work schedules will be addressed and adjusted to comply with the project schedule.

QUALITY CONTROL

MW Builders has developed and maintains a standard program for quality control addressing all work involved with the project. Now led by Chad Berg, a former EMS Director for the City of Killeen, our quality control program aims to define and implement a project-specific assurance plan for achieving quality standards for each definable feature of work. It encompasses the submittal process along with pre-planning and inspection procedures, documentation, materials testing, correction of deficiencies and close-out procedures. The goal of the quality control program is to record and ensure correction of deficiencies and prevent deficiencies from occurring.

SAFETY

Providing a safe and healthy work environment is the most important aspect of any project. To us, safety is not something that can simply be mandated but rather a culture that is established. MW Builders' abilities to safely deliver quality work on time and within budget are reasons why we are the best choice of contractor for this exciting project. The safety of students, staff, and those who share the use of active facilities scheduled for ongoing construction operations is paramount. Emergency egress routes must be identified and maintained, and public access must not be allowed into areas of ongoing construction activities. We stand fully prepared to provide a safe and secure worksite for the City of Killeen.

We anticipate that the critical construction issues for this project will include the following:

1. PUBLIC SAFETY: In addition to jobsite safety, implementing site safety planning and procedures on the project to ensure public safety will be a critical issues on this project. In addition to traffic along busy Trimmer Road, the safety of adjacent Killeen ISD bus and pedestrian traffic adjacent to the project site is of primary concern. Analyzing the project to address public safety through the use of temporary measures such as construction fencing, signage, and traffic controls will be very important in building this project safely. Processes such as crane no-swing zones and construction traffic and delivery routes will be considered and implemented where necessary. MW Builders' site-specific safety plan will include these measures and require Activity Hazard Analysis (AHA) from subcontractors and self-perform crews for all construction activities. These AHAs will be formally submitted, reviewed, and discussed with the appropriate subcontractor prior to the beginning of a work activity.

2. GAINING MOMENTUM: In order to deliver the project that the City of Killeen expects, it will be important that the preconstruction phase of this project is completed in a timely and thorough manner to not only set the table for the construction team, but to also allow them to start work on schedule. To this end, MW Builders' project team is committed to working closely with the design team and city's representatives through processes that may include permitting and utility coordination and/or the identification and negotiation of any cost engineering or value engineering strategies that the City of Killeen may wish to explore. In our experience, projects such as this one must establish a group of go-to team members that represent each of the project stakeholders. It is the responsibility of these team members to keep lines of communication open and push for the resolution of issues.

3. COORDINATION: In order to promote open communication and coordination between the construction team members, MW Builders will hold coordination meetings during the project to ensure design, construction, and potential schedule issues are addressed in a timely manner. Attendees should include the design team, Contractor's team, and the representatives of all of the City of Killeen's stakeholders as needed. Further, MW Builders will hold weekly subcontractor coordination meetings with required attendance by all subcontractor foremen. The weekly subcontractor coordination meetings will cover topics such as safety, quality and production, upcoming events, goals for the coming week, and environmental impacts.

4. PROCUREMENT: Timely buy-out of major subcontractors is critical to maintain the project schedule and for the submittal process and material procurement. This would include an emphasis upon procurement of earthwork, utilities, concrete, mechanical, electrical, plumbing, structural steel/PEMB, cladding, roofing, and flooring subcontractors and their associated equipment, materials, and systems.

5. SUBMITTALS: Timely execution of the submittal process by MW Builders and our subcontractors and suppliers. Timely review of submittals by the approval authority: essential information from the owner would include participation in the review of submittals that pertain to HVAC equipment, security, communication, and various selected finishes. Owner participation will help enhance the potential for timely procurement during the construction phase.

6. SCHEDULE MANAGEMENT: Maintaining critical milestone dates to include underground rough-ins, foundation, structural steel and PEMB erection, framing, dry-in, in-wall rough-ins, flooring, finishes, and close-out.

7. PROJECT CLOSEOUT: Implementing timely project closeout. It will be essential for the owner's representatives and the designers to participate in the closeout process, including attendance at red-zone planning meetings and commissioning. MW Builders provides our clients with unparalleled service during and after construction. We believe timely responses to warranty and service calls will not only uphold our reputation as a quality builder, but will also provide us with a continuous relationship with an important client. Being local to the Killeen area will help MW Builders in this pursuit.

Additional benefits of selecting MW Builders as your contractor involve the implementation of *our values* in service of your construction projects:

- We lead in a spirit of *teamwork*.
- Our *caring heart* is reflected in our involvement in and contribution to the communities in which we live.
- We treat our owners, architects, subcontractors, and suppliers with *integrity*.
- Our *entrepreneurial spirit* is reflected in our contracting, scheduling, resourcing, and jobsite coordination.
- Our quality control program produces *quality craftsmanship* from our own work force and subcontractors.

We look forward to implementing these concepts and approach on behalf of the City of Killeen as well as building a valued relationship with an important client.



SECTION 4

REQUIRED FORMS

SECTION 00 73 06**APPENDIX A
CITY OF KILLEEN
GENERAL TERMS AND CONDITIONS****1. General Conditions**

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise, they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability

- Artificial statute of limitation
 - Waiver of trial by jury
 - Indemnify a vendor
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to OpenGov E-Bidding Site: (<https://procurement.opengov.com/login>)

OR

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 N 2nd Street
Building E, 2nd Floor
Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
1. The Bidder mistakes or conceals any material fact in the Bid, or if
 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at LLuciano@KilleenTexas.gov. All bids shall be valid for a period of ninety (90) days after the bid opening

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the

request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to perform all obligations of the Contract fully and reliably, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

- * Falsification of information provided in bid response;
- * Non-observance of safety requirements;
- * Failure to meet requirements of federal, state, or local law, as applicable, including employment;
- * Substantial failure to adhere to contractually agreed-upon schedules; and
- * Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to:

- | | |
|---|---|
| * Unit price | * Bidder's past performance |
| * Total Bid price | * Demurrage charges, freight costs and mileage |
| * Terms and discounts | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date | * Estimated surplus value, life expectancy |
| * Product warranty | * Results of testing samples |
| * Special needs and requirements of City | * Conformity to specifications |
| * Past experience with product/service | * Training requirements, location, etc. |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |
| * Quality of the bidder's goods or services | * The total long-term cost to the municipality to acquire the bidder's goods or services |
| * The extent to which the goods or services meet the municipality's needs | * Reputation of bidder and of bidder goods and services |

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder(s) will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.



- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Chapter 271 of the Texas Local Government Code.
- (f) As stated in Section 271.905 (b) of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bids from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051 (b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bids from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

11. Ex Parte Communication

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposals. Participation in any ex parte communication, whether or not initiated by the Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

Additionally, neither the City of Killeen City Council nor City staff, except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

12. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

13. Termination for Governmental Non-Appropriations

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of the City or out of other funds legally appropriated, therefore. Lessor agrees that no lease will be a general obligation of the City and no lease shall constitute a pledge of either the full faith and credit of the City or the taxing power of the City.
- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) the City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by the City's governing body; (2) on the return date, the City shall return to Lessor all of the equipment covered by the affected lease, at the City's sole expense; (3) the affected lease shall terminate on the return date without penalty to the City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

14. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. The City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

15. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

16. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council, a Councilmember's close relative, or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information

concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIO.pdf>

17. Gratuities

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity, or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

18. Kickbacks

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

19. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

20. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

21. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000

(2) Each Accident - \$1,000,000

Property Damage

(1) Each Occurrence - \$1,000,000

22. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: <https://www.ethics.state.tx.us/filinginfo/1295/> and provide the City with a certified copy prior to Council approval of the Bid award.

23. Acknowledgement – “Boycott Israel”

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

24. Acknowledgement – “Boycott Energy Companies”

By signing and submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

25. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

SIGNATURE:  DATE: November 7, 2023

PRINT NAME: Todd Winnerman, President



AFFIDAVIT

State Texas

County of Travis

Todd Winnerman, being duly sworn deposes and attests that he/she is
(name)
President and is a duly authorized representative of the Offeror
(title)

submitting the foregoing Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.



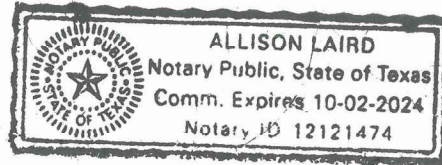
Signature _____

Signed and sworn to me before this 7th day of November, 2023.



Notary Public _____

My Commission expires: 10-2-2024



Litigation Summary

Summary of current or past project-necessitated litigation pursued by, or brought against, your firm in the previous five (5) years:

There are no judgments pending or outstanding against MW Builders, Inc. or its officers, nor have there been any originating in the past five years. Construction contracting is challenging, and as with any major construction company, from time to time we are involved in claims or litigation arising in the ordinary course of business. Given the size and nature of our business, the number and type of litigation and/or claims are well below average. Unfortunately, from time to time, MW Builders is forced to utilize dispute resolution to protect its rights. We view arbitration and litigation as a last resort, and we encourage mediation to solve conflict when it occurs.

**CERTIFICATION OF CONTRACTOR
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).


BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by an Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

MW Builders, Inc.
Organization Name

24-19: Killeen Fire Station No. 4/EOC/Training Facility
Project Number and Name

Todd Winnerman, President
Name(s) and Title(s) of Authorized Representatives


Signature(s) November 7, 2023
Date

PROJECT: KILLEEN FIRE STATION NO. 4/EOC/TRAINING FACILITY

Instructions for Certification Regarding Debarment, Suspension, and Other Responsibility Matters

- 1) By signing and submitting this form, the prospective primary participant is providing the certification set out on the corresponding certification in accordance with these instructions.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "Primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in a addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SECTION 00 73 08

CERTIFICATE OF CORPORATE RESOLUTION

I, Jeremy Lambden, Secretary, hereby certify as follows:

- 1. I am the duly elected, qualified and acting Secretary of MW Builders, Inc., a S- corporation, (the "Corporation").
- 2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State of Texas, and is duly qualified to transact business and to own, operate and develop its properties in the State of Texas.
- 3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally adopted on June 4, 2020 by the Board of Directors of the Corporation in accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly entered in the minutes of such meeting in the minute book of the corporation and have not been rescinded or modified in any respect and are presently in full force and effect.
- 4. The following persons are duly elected, qualified and acting officers of the corporation and hold respective offices set opposite their names:

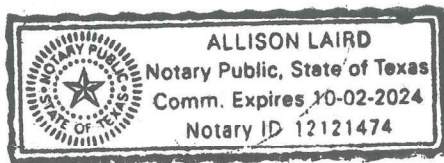
Todd Winnerman : President
Jason Oldham : Vice President
Jeremy Lambden : Secretary

TO CERTIFY WHICH I have executed this certificate this 7th day of November, 2023.

[Signature]
Secretary

STATE OF Texas
COUNTY OF Travis

This instrument was acknowledged before me on the 7th day of November, 2023 by Jeremy Lambden, Secretary, of MW Builders, Inc., a corporation, on behalf of said Corporation.



Allison Laird
Notary Public, State of Texas
Name: Allison Laird
My commission expires 10-2-2024

**STATEMENT OF UNANIMOUS CONSENT TO ACTION
TAKEN IN LIEU OF A SPECIAL MEETING OF THE
BOARD OF DIRECTORS**

June 4, 2020

In lieu of a Special Meeting of the Directors of MW Builders, Inc. (the "Corporation"), the undersigned, constituting all of the Directors of the Corporation (the "Directors"), do hereby unanimously adopt, and consent to, the following resolutions and declare them to be in full force and effect as if they were adopted at a meeting duly held:

WHEREAS, The Corporation in its regular course of business must sign bid and proposal/documents and other related forms in order to properly submit bids and proposals for construction projects. Todd Winnerman is a duly elected President of the Corporation and in such an Officer position possesses the necessary and required authority to sign on behalf of, and bind the Corporation to, such bid and proposal documents, including all documents related thereto.

WHEREAS, in a Statement of Unanimous Consent dated January 24, 2017, the Corporation previously authorized Todd Winnerman to take these actions in his then-current role as Vice President of the Corporation, and now wishes to reaffirm that authorization for Todd Winnerman in his current capacity as President of the Corporation.

WHEREAS, it is necessary and in the best interest of the Corporation to approve this Board Resolution confirming that Todd Winnerman possesses such authority to fully bind the Corporation for any and all bids and proposal documents, and all documents related thereto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby reaffirms its January 24, 2017 Statement of Unanimous Consent regarding Todd Winnerman's authority, and confers upon Todd Winnerman as President of the Corporation all rights, empowerment, approvals and authority to sign on the Corporation's behalf all bids and proposal documents/forms and all documents related thereto, during the year 2020, and continuing during Todd Winnerman's tenure as President of the Corporation.

BE IT FURTHER RESOLVED, that this consent be in lieu of a special meeting of the Directors and shall be filed in the minute book of the Corporation in place of any minutes of any such meeting.



David Cimpl



R. Jason Evelyn

SECTION 00 73 08.1

NON-COLLUSION AFFIDAVIT

STATE OF Texas §

COUNTY OF Travis §

Each of the undersigned, being first duly sworn, deposes and says that:

A. Todd Winnerman is the President of MW Builders, Inc. and _____ is the _____ of _____, which entity(ies) is/are the _____ of _____, the entity making the foregoing Proposal.

B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against the Owner or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venturer or agent thereof to effectuate a collusive or sham Proposal.

C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the Solicitation.



(Signature)

Todd Winnerman

(Name Printed)

President

(Title)

(Signature)

(Name Printed)

(Title)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity

11/07/2023

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is **NO** Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.



Signature

Todd Winnerman

Printed Name

11/7/2023

Date

MW Builders, Inc.

Company Name

President

Title



GENERAL CONTRACTOR // DESIGN-BUILDER // CONSTRUCTION MANAGER
AUSTIN // DALLAS // JACKSONVILLE // KANSAS CITY // MIDLAND