

A NEW COURT FACILITY FOR BRAZOS COUNTY
JP COMPLEX – PRECINCT 1
PROJECT NUMBER: 2021-2120
RFP - CIP 22-636



MAREK BROTHERS CONSTRUCTION, INC.
15797 F.M. 2154 | COLLEGE STATION, TX 77845
PHONE | (979) 696-5562

May 31, 2022

Ms. Kaitlyn Battles
Brazos County Purchasing Office
200 South Texas Ave., Ste. 352
Bryan, TX 77803

Re: JP Complex – Precinct 1
Project No. 2021-2120; RFP - CIP 22-636

Dear Ms. Battles


Thank you for considering Marek Brothers Construction, Inc. as your contractor. We have worked long and hard to establish a name synonymous with integrity, honesty, and customer satisfaction. We welcome the challenge to add you to our list of satisfied customers.

Marek Brothers works to provide efficient project management techniques to ensure a quality product for our customers. Over the last 30 years, our company has worked on a variety of commercial projects including ground-up construction, renovations, office buildings, outdoor facilities, and higher education buildings.

After reviewing the scope of work for this project, we believe that it fits well within our area of expertise and are confident that we can complete all deliverables within the allocated time frame.

We look forward to the opportunity to contribute to the completion of your project. If you have any further questions, please do not hesitate to contact me at 979-696-5562 office / 832-247-8577 cell or brian.mcmullin@marekbrosbcs.com.

Sincerely,

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Brian A. McMullin, Owner



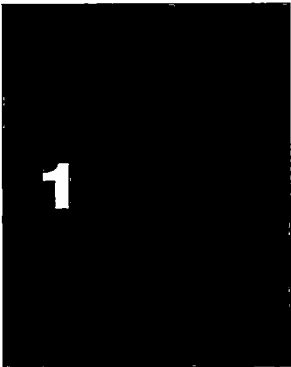
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BRAZOS COUNTY

JP COMPLEX –
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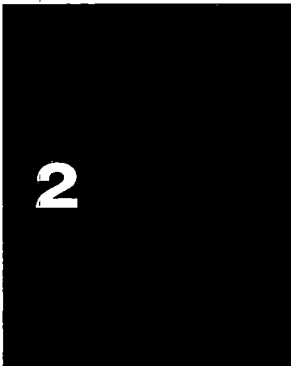
2021-2120

RFP - CIP 22-636



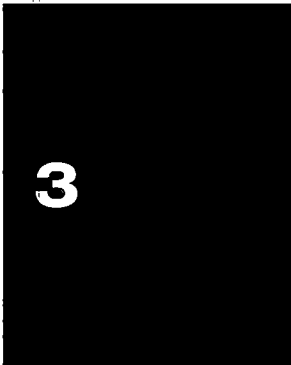
RFP

- Completed and Signed



Contractor's Qualification Statement

- AIA Document A-305
 - Similar projects of size and scope
 - Project Manager and Superintendent experience
 - List of available resources



Bid bond & Certificate of Insurance



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**REQUEST FOR PROPOSALS
RFP NO. CIP 22-636
JP/Constable Precinct 1 Building**

SEALED PROPOSALS TO BE SUBMITTED BEFORE:

Tuesday, May 31, 2022, 2:00pm CST

**TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT
200 S. Texas Ave. Suite 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293**

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the RFP. Any such contact will be grounds for rejection of the vendor's proposal.

In compliance with this solicitation, the undersigned proposer having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following RFP for furnishing the material and/or services listed on the attached bid form and agrees to deliver said items at the locations and for the prices set forth on the bid form.

Company Name: Marek Brothers Construction Inc

By (Print): Brian McMullin Title: Owner

Physical Address: 15797 FM 2154, College Station, TX 77845

Mailing Address: PO Box 9715, College Station, TX 77842

Telephone: 832-247-8577

Fax: N/A

E-Mail: brian.mcmullin@marekbrosbcs.com

**JP/Constable Precinct 1 Building
Request for Proposals # CIP 22-636**

BRAZOS COUNTY PURCHASING OFFICE

Brazos County Administration Building
200 South Texas Ave., Ste. 352
Bryan, Texas 77803
Telephone (979) 361-4292

RFP No. CIP 22-636
Page 2 of 24 pages

Proposals will be received, publicly opened, and acknowledged at **2:00 P.M., Tuesday, May 31, 2022** in the Brazos County Purchasing Department, Suite 352, Brazos County Administration Building, 200 South Texas Ave., Bryan, Texas.

There will be a Pre-Proposal Conference in the Commissioner’s Courtroom located at the Brazos County Administration Building, 200 South Texas Ave, Bryan, Texas 77803 on the first floor at 2:00 p.m. on Tuesday, May 17, 2022.

Release of RFP	Friday, April 29, 2022
Advertisement Dates	Friday, May 6, 2022
	Friday, June 07, 2019
Pre-Proposal Conference	Tuesday, May 17, 2022 at 2:00 PM CST
Deadline for Questions	Thursday, May 19, 2022 at 5:00 PM CST
Proposal Submission Deadline	Thursday, May 31, 2022 before 2:00 PM CST
Review/Contract Evaluations/Negotiations	Beginning of June
Anticipated Award	June 21, 2022
Anticipated Construction Start	July 1, 2022

A. PROCUREMENT DELIVERY

Brazos County will follow the Texas Local Government Code, Chapter 262.030 for this RFP process. The proposals will be opened on the date and time mentioned above and only the names of the proposers will be read aloud. The proposals will be distributed to the evaluation committee and this committee will evaluate each proposal according to the criteria set forth in this RFP. The committee will determine how many of the top evaluated firms will be negotiated with depending on the scores and other factors at the discretion of Brazos County. If the County chooses, these top scoring firms will be given an opportunity to present potential value engineering or cost saving suggestions to the County. The County will consider each of these suggestions and select those that the County believes present the best “value” to the project. The County will then send the selected value engineering/ cost saving prospects to each of the top evaluated firms for consideration and pricing. This process may be repeated depending on the project and its complexity. All firms will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and no pricing will be shared with any of the firms at any time until after an award is made and contract is approved by Commissioners’ Court. A best and final offer will be requested including any revisions and allowing for a revision of the completion timeframe for inclusion into the final contract.

B. SUMMARY OF WORK

The site work will reach final completion by the end of June unless delayed by weather or unforeseen conditions. It is expected that the awarded contractor will begin construction activities on July 1, 2022.

A new court facility for Brazos County JP / Constable Precinct 1 consisting of an approximately 5,400 square foot building. The project is located at 412 William D. Fitch Parkway, College Station, Texas.

1. This project will be the Second Phase of the project. The site work was issued as Phase I, which covered the majority of the site requirements
2. Site improvements in this phase includes connecting sidewalks, site electrical, flagpole, landscaping, and irrigation system.
3. New construction includes concrete slab system, roof framing, roofing, masonry façade, and column wraps.
4. The work also includes certain items of equipment including plumbing, heating-ventilation-air conditioning; electrical systems; lighting; and alarm-signal systems.

C. ALTERNATES

1. Description of Alternatives
 - a. Alternative No. 1 – Metal Roof System
 - i. State amount to be added to base bid for furnishing material and labor to install a standing seam metal roof in lieu of a composition shingle roof as indicated on the drawings.
 - b. Alternative No. 2 – Stone Veneer
 - ii. State amount to be added to the base bid for furnishing and installing a stone veneer in lieu of brick veneer.
 - c. Alternative No. 3 – Monument Sign
 - iii. State amount to be added to the base bid for furnishing material and labor to construct the monument sign as indicated on the drawings.

D. CONDITIONS OF RFP

The following instructions apply to all proposals and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Department, unless otherwise specified elsewhere in this Proposal. All Contractors are required to be informed of these Terms and Conditions and will be held responsible for having done so:

1. Definitions: In order to simplify the language throughout this proposal, the following definitions shall apply:
 - a. **BRAZOS COUNTY** - Same as County.
 - b. **COMMISSIONERS' COURT** - The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.

- c. **CONTRACT** - An agreement between the County and a Vendor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
- d. **CONTRACTOR** - The successful Contractor(s) of this proposal request.
- e. **COUNTY** - The government of Brazos County, Texas and its authorized representatives.
- f. **SUB-CONTRACTOR** - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this proposal request.
- g. **SUPPLIER** - Same as Contractor

2. Upon acceptance and approval by the Commissioners' Court, this proposal will be made part of the contract between Brazos County and the successful Contractor for the period designated.

3. **Proposals must be received by the Purchasing Department prior to the time and date specified.**

4. The County reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities for the best interest of the County.

5. Brazos County shall not be responsible for any verbal communication between any employee of the County and any potential Contractor. Only written specifications and written price quotations will be considered.

6. Brazos County reserves the right to reject any proposals that do not fully respond to each specified item.

7. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner to continue the contract with its present provisions and prices. This contract is nontransferable and non-assignable by either party.

8. The County may cancel this contract at any time for any reason, provided a thirty- day written notice is given.

9. The proposal award shall be based on, but not necessarily limited to, the following factors:

- a. **Total cost including the selected alternates and addenda** **40%**
Contractor's fee and all construction costs by line item will be considered with all other criteria to determine best value to the project. The lowest proposal price of all the proposals becomes the standard by which all price proposals are evaluated.
- b. **Completion time** **15%**
How many days it will take to reach substantial completion of the project. The lowest construction time proposal of all the proposals become the standard by which all the time proposals are evaluated.
- c. **Past performance on similar projects of size and scope** **10%**
Proposer's specific experience on like projects. Consideration will be given to the number and type of like projects completed.
- d. **Overall Experience of Project Manager & Superintendent** **20%**

Proposer's direct management personnel experience. Points are awarded based on the qualifications of proposer's Project Manager and Superintendent.

e. **Resource Availability** **15%**

Listing of personnel and company owned or leased equipment. Provide other resources available.

10. Although the cost is an essential part of the proposal, Brazos County is not obligated to award a contract on the sole basis of cost.
11. Acceptance of work provided shall be made by the County at the sole discretion of the Commissioner's Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
12. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.
13. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
14. No proposal may be withdrawn after opening time without acceptable reason and with the approval of Commissioner's Court.
15. Proposals will not be considered if submitted by telephone, fax, or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
16. All proposals shall be submitted in accordance with the instructions contained herein. Brazos County will not be liable for any information received through other websites or sources of information. It is the sole responsibility of the vendor to verify the accuracy of information received from sources other than Brazos County. It is recommended that the respondent check the Brazos Valley e-Marketplace (<https://brazosbid.ionwave.net>) for addenda prior to submitting their proposal.
17. There is no expressed or implied obligation for Brazos County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this request.
18. **Proposals must show full company name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the Contractor. Company name and authorized signature shall appear in each space provided. The Contractor must include Employer Identification Number or Social Security Number and signature for the proposal to be valid**
19. **The Contractor shall be responsible for following all provisions of Chapter 2258 of the Government Code relating to the payment of prevailing wages. The wage rates to be used are included in Exhibit A attached. A contractor or subcontractor who violates this section shall pay to Brazos County \$60 for each worker employed for each calendar**

day or part of the day that the worker is paid less than the wage rates stipulated on Exhibit A.

20. Proposals must specify the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to specify completion time or failure to comply with completion time will be considered reason enough to cancel the contract.
21. Proposals must be submitted on units of quantity specified. In the event of errors in extended prices the unit price shall govern. In the event of a discrepancy between the numbers given for the price and the word form of the price, the word form shall govern. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
22. The proposal specifies the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to comply with completion time will be considered reason enough to enforce liquidated damages and/or cancel the contract. If the job cannot be completed within the terms of the contract as determined by Brazos County, Brazos County will suffer further loss. Contractor and Contractor's Surety shall be liable for and shall pay Owner stipulated and fixed sums, hereinafter agree to as liquidated damages, for each additional calendar day of delay past the thirty (30) days stated in the contract: Two Hundred Fifty Dollars (\$250.00). It is understood that said sum shall be considered liquidated damages and shall not be considered as a penalty against the Contractor.
23. Brazos County has specified a Project Contingency amount for this project. The specified contingency amount is not available for use by the Contractor and shall not be anticipated for use on the Project. Project Contingency is for Brazos County's purposes. Amount and authorization for use is at the sole discretion of Brazos County. Contingency Allowance is established as \$125,000.00 and shall be processed pursuant to the Specifications.
24. It is our policy not to furnish proposal results over the phone. Proposal results and tabulation sheets will be posted on Brazos County website after it is awarded by Commissioners Court.
25. This Proposal will be made part of any resulting contract the County may enter into. The terms and conditions of the County contained in this RFP or the plans for this RFP shall supersede those of the vendor in the event of a conflict.
26. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
27. No oral statements of any person shall modify or otherwise change or affect the terms, conditions or specifications. All change orders to this agreement shall be made in writing and shall not be effective unless signed by an authorized representative of Brazos County.

E. SPECIAL PROVISIONS

1. Proposers with questions regarding the proposal should submit them in writing via the Brazos Valley e-Marketplace at <https://brazosbid.ionwave.net>.
2. Fill out the proposal completely, identify the proposal name and number on the outside and return it to the Brazos County Purchasing Department, Administration Building, 200 South Texas Ave., Suite 352, Bryan, Texas 77803 prior to the submission deadline. The proposal is invalid if it is not deposited at the designated location prior to the time and date advertised, or prior extension issued by the County.
3. All proposals shall be prepared on the bid forms located on the Brazos Valley e-Marketplace County web site <https://brazosbid.ionwave.net>. The proposer must put the proposal number and name on the front of the envelope before mailing it to the Purchasing Department.
4. In addition to the County's proposal form, all proposals shall be accompanied by a Contractor's Qualification Statement (AIA Document A-305 or equal) listing five (5) like projects, along with the project's owner and engineer contact information on each project. Please note key individuals means Project Manager and Superintendent for this project. Please be specific on the project commitments in progress and future planned commitments to comply with the requests of this RFP.
5. During the evaluation process, Brazos County reserves the right, in the best interest of the County, to request additional information or clarification from Contractors.
6. The contract shall be awarded to the responsible Contractor whose proposal is determined to be the best evaluated offer.
7. Your response to this proposal should be clear and concise addressing all requirements listed above and any other factors not specifically mentioned which would be advantageous to Brazos County.
8. Performance Standards:
 - a. All services contracted herein shall be done in a courteous and orderly manner. All Contractor personnel shall be appropriately dressed at all times while on the property.
 - b. The personnel performing the services contracted herein shall be under the sole responsibility and the employ of the Contractor.
 - c. All materials and equipment brought to the site are the full responsibility and liability of the Contractor until removed from the site as required.
 - d. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work herein contracted to be done.
 - e. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and order of any public authority in connection with the performance of the work herein to be done.
 - f. The Contractor shall be responsible for initiating, maintaining, and supervising appropriate safety precautions and programs in connection with the work herein contracted to be done. The Contractor shall take all reasonable precautions for safety of,

and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the project and other persons who may be affected thereby, (2) the project and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.

- g. Contractor will be responsible for immediate notification of all damage to the property by the Contractor or its representative(s).

F. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

1. Brazos County, Texas is subject to the Texas Publication Information Act, Chapter 552, Texas Government Code. Proposals submitted to Brazos County, Texas in response to this RFP are subject to release by the County as public information. If the Proposer believes that the Proposal response, or part of it are confidential, as proprietary information, (s)he must specify that either all or part is excepted and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All Proposals or parts of the Proposals which are not marked as confidential will be considered public information after a contract has been awarded. The successful Proposal may be considered public information even though parts are marked confidential.
2. Brazos County, Texas assumes no responsibility for asserting legal arguments on behalf of Proposers. Proposers are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.
3. Marking your entire Proposal **CONFIDENTIAL/PROPRIETARY** is not in conformance with the Texas Public Information Act.
4. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

G. CONFLICT OF INTEREST

1. The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of Brazos County.
2. By signing and executing this Proposal, the Proposer certifies and represents to the County the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Proposal.
3. With the exception of interviews and other contacts initiated by Brazos County relevant to the selection process, Proposers, their employees or representatives, are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, in regard to this RFP from the issuing date of the RFP until the date the Brazos County

Commissioner's Court meets to consider award of the Proposal. Any such contact will be grounds for rejection of the vendor's proposal.

H. ADDENDA AND MODIFICATIONS

1. Any changes, additions or clarifications to the RFP will be made by numbered addenda and must be acknowledged in the Proposal.
2. Any firm in doubt as to the meaning of any part of these requirements may request an interpretation thereof from the Purchasing Agent. At the request of the Proposer, or in the event the Purchasing Agent deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum will be posted on the Brazos Valley e-Marketplace and will become a part of the Proposal package, having the same binding effect as provisions of the original Proposal. No verbal explanation or interpretations will be binding. In order to have a request of interpretation considered, the request must be submitted in writing and must be received by the Purchasing Department no later than the question deadline.
3. All addenda, amendments, and interpretations of this solicitation shall be in writing. Brazos County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing Proposal responses.
4. The County does not assume responsibility for receipt of any addendum sent to Proposers.
5. All addenda must be acknowledged on this form.
6. The Commissioner's Court delegated the right and responsibility for issuing any and all addenda to the Purchasing Agent.

I. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

1. Each Proposer shall carefully examine all RFP documents and be thoroughly familiar with all requirements prior to submitting a Proposal.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of the RFP. Failure to make such investigations and examinations shall not relieve the Proposer of the obligation to comply, in every detail, with all provisions and requirements of the RFP.

J. TAXES

Brazos County is tax exempt. Tax exemption certificates will be executed by the County upon request.

K. INSURANCE

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Representative and approved by the County before work commences.**

The Contractor shall maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus architect fees, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided or until no person or entity other than the Owner has an insurable interest in the property required by this section to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the Project. The form of policy for this coverage shall be (Completed Value) (Reporting), in the names of the Owner, Contractor, Subcontractors, and Sub-subcontractors as their interests may appear in amount equal to contract sub for the Work. If Owner is damaged by failure of Contractor to maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

Standard Insurance Policies Required:

- a. Commercial General Liability Policy
- b. Automobile Liability Policy
- c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.

- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Brazos County.
- e. All insurance policies shall be furnished to Brazos County upon request.

1. COMMERCIAL GENERAL LIABILITY

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- d. Excess Liability Umbrella Policy in the amount of not less than \$2,000,000.00 will be provided at the Contractors expense.
- e. Brazos County shall be named as additional insured on Contractors insurance. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

2. AUTOMOBILE LIABILITY

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

3. WORKER'S COMPENSATION INSURANCE

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to

accommodate the specific document in which they are contained or to impose stricter standards of documentation:

- a. Definitions:
 - i. Certificate of coverage (“certificate”) - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers’ Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker’s compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.
 - ii. Duration of the project - includes the time from the beginning of the work on the project until the Contractor’s/person’s work on the project has been completed and accepted by the governmental entity.
 - iii. Persons providing services on the project (“subcontractors” in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- d. If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - i. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - ii. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should

have known, or any change that materially affects the provision of coverage of any person providing services on the project.

- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
 - ii. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - iii. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - iv. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - v. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - vi. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person know or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - vii. contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

4. CERTIFICATES OF INSURANCE

Certificates shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Brazos County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

L. COMPLIANCE WITH LAW

The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

M. SAFETY PRECAUTIONS

Safety precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the Bryan Fire Department marked "Attn.: Assistant Chief".

The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

N. INDEMNITY

To the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided that any such claim, loss, damage, cause of action, suit or liability is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person, organization directly or indirectly employed by any of them to perform or furnish work on the Project. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the County, any other party indemnified hereunder, the Contractor, or a third party.

The indemnification shall include but not be limited to the following specific instances:

1. In the event the County is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the County for such damage.
2. The Contractor shall indemnify and hold harmless and defend the County from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
3. The Contractor shall indemnify and hold harmless and defend the County from any and all injuries to or claims to adjacent property owners caused by the Contractor, its agents, employees and representatives.
4. The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment.
5. The Contractor shall also be responsible for the removal of all related debris.
6. The Contractor shall also be responsible for subcontractors hired.
7. The Contractor shall indemnify, hold harmless, and defend the County from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

The indemnification obligations of the Contractor under this section shall not extend to include the liability of any architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

O. RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the County, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties

hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the County.

P. BONDING REQUIREMENTS

1. All bidders must submit, with proposal, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Brazos County or a Bid Bond in the same amount issued by a surety, acceptable to Brazos County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned after a written request to do so has been received by the Purchasing Agent.
2. The successful bidder must provide to the Purchasing Department, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating "A" or better. BRAZOS COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE BIDDER. IN THE EVENT BRAZOS REJECTS THE PROPOSED SURETY COMPANY THE BIDDER WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO BRAZOS COUNTY.

Q. PROPOSAL SUBMITTAL

1. The Proposer shall submit the proposal on the forms enclosed on the Brazos County web site. All blank spaces in forms shall be correctly filled in by typewriter or manually in ink and the bidder shall state the prices.
2. If a proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association, or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent.
3. **The Proposer must submit an original and five (5) copies of the proposal to Brazos County.**
4. The complete proposal should include the following:
 - a. Completed and signed RFP. (see below)
 - b. Contractor's Qualification Statement (AIA Document A-305 or equal) (see attached)
 - i. To include similar projects of size and scope
 - ii. To include Project Manager and Superintendent experience

- iii. To include list of available resources (Personnel and equipment not concurrently committed to another project.)
 - c. Bid bond, certified check or cashier's check for 5% of the total bid amount **(see attached)**
5. By signing the certification below, the vendor verifies that all plans and specifications have been reviewed and are considered in the pricing attached.
 6. By submitting a proposal, the proposer is stating that they have reviewed and considered the RFP, Exhibit A (Prevailing Wage Rates), Exhibit B (Architect's Plans), Exhibit C (Architect's Specifications), and Exhibit D (Sample: Construction Contract).
 7. By submitting a response to this RFP, the proposer is agreeing to sign the County's Standard Agreement for Construction Services.

R. LIST OF MAJOR SUB-CONTRACTORS:

1. Electrical Elite Electric
2. Plumbing Artisan Plumbing
3. Mechanical Mosqueda Heating and Cooling
4. Masonry Contractor Federal Masonry
5. Concrete Big Solutions
- 6.* Data/Audio/Visual/Cabling Evergreen Innovation Group
7. Roofing Lonestar
8. Mill Work Coastal Cabinetry
9. Other Framing / Finishes - Moran's Drywall
10. Other Doors - Summit
11. Other Glass & Glazing - Anderson Glass & Mirror

*The Sub Contractor for #6 below must have a minimum of five (5) years' experience and be certified by the manufacturer for the products that they are installing.

S. PRICING

The base proposal price below should include \$125,000.00 for contingency allowance to be used only as directed by the Brazos County.

1. Pricing for all materials and work included in the base proposal: \$ 1,700,000

a. Pricing in word format:

one million seven hundred thousand

2. Time to substantially complete (99%) proposed work: 180 days

a. Total Number of days in word format: one hundred and eighty days

3. From award by Commissioners' Court and receipt of a purchase order, respondent can begin work in 14 days.

a. Number of days in word format: fourteen days.

~~4. Pricing for all materials and work included in Alternate: \$ See below~~

~~a. Pricing in word format: _____~~

~~b. Additional time required for Alternate: _____~~

5. Unit Prices:

ALTERNATES

a. Unit Price No 1: \$ 81,000

b. Unit Price No 2: \$ 3,500

c. Unit Price No 3: \$ 25,000

T. REFERENCES

Respondents shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names, phone number and email** of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of bid. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: Texas A&M University - Aerothermochemistry LIDAR Lab Expansion

Contact: John Clark

Phone: 979-450-4938

Email: jclark@tamu.edu

Company/Entity: Climate Doctors of BCS

Contact: Ed Wren

Phone: 979-775-6572

Email: ewrenmasters@yahoo.com

Company/Entity: Standard Supply

Contact: Spencer Shaw

Phone: 214-379-7121

Email: sshaw@bartosindustries.com

Company/Entity: BTU - Transformer Containment Bldg

Contact: Dennis Norris

Phone: 979-821-5753

Email: dnorris@btutilities.com

Company/Entity: The Ranch - Harley Davidson

Contact: Susan Gipson

Phone: 979-690-1669

Email: susan@theranchhd.com

U. V.T.C.A. LOCAL GOVERNMENT CODE §262.0276

This Section must be completed. Failure to complete this section will disqualify the bid.

Brazos County shall refuse to enter into a contract or other transaction with a person who owes a debt to the County per V.T.C.A Local Government Code §262.0276.

- a. This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposer that is indebted to the County;
- b. "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner's Court;
- c. "Debt shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the County.
- d. Prior to award of a contract by the Commissioners' Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office.
- e. Any "debt" as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered "non-responsive" and "not responsible", eliminating it from any further consideration of award.
- f. These provisions shall apply to any "person" owned, partially owned, managed, operated or represented by a "person" indebted to the County.

Please list all the names of the individuals that have ownership, officers, managers, and board of directors that you have associated with your entity below.

Name	Title (Owner, Officer, Director, Manager, Etc.)
Patrick Marek	Owner - President
Brian McMullin	Owner - Vice President

V. PROPOSAL EVALUATION WAIVER

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Qualification or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

“The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm’s Name: Marek Brothers Construction Inc.

Address: PO Box 9715, College Station, TX 77842


Proposer’s Name: Brian McMullin

Position/Title: Owner

Proposer’s Signature: 

Date: 5/31/2022

Subscribed and sworn to me on this 31st day of May in the year 2022


Notary Public

My Commission expires 3/25/2025



W. ADDENDA


The undersigned acknowledges receipt of the following addenda issued during the time of Bidding and includes the several changes therein in this Proposal.

(see attached signed sheet)

No. 1 No. _____ No. _____
Date 3/19/2022 Date _____ Date _____

X. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Contractor, and that the contents of this bid have not been communicated to any other Contractor prior to the official opening.

Signed By:  Title: owner

Typed Name: Brian McMullin

Company Name: Marek Brothers Construction Inc

Mailing Address: PO Box 9715 College Station TX 77842
P.O. Box or Street City State Zip

Employer Identification Number: 74-2462928

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. CIP 22-636

By signing below, Brazos County agrees that this RFP CIP 22-636 will be awarded to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court _____

Date: _____

Attest: Brazos County Clerk _____

Y. HOUSE BILL 89 & DEBARMENT VERIFICATION

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.


Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means 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 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 or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Company Name: Marek Brothers Construction Inc.

Authorized Company Representative: Brian McMullin

Address: PO Box 9715, College Station, TX 77842

Signature:  Date: 5/31/22

Contract # EIP 22-636 JP/Constable Precinct 1 Building

The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.

- References (Section T)**
- V.T.C.A. Local Government Code §262.0276 for Tax Verification (Section U)**
- Statement of Affirmation (Section V)**
- Certification of Proposal (Section X)**
- House Bill 89 & Debarment Verification (Section Y)**
- All Addendums (if applicable)**
- Bid Bond**
- AIA A-305 or Equivalent – (Section Q,4.)**

JP Constable Precinct 1 Building Clarifications

- **Alternate 2 includes a stone allowance of \$320/ton**
- **Includes \$1500 allowance for wireless access points**

AIA[®] Document A305[™] – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

Marek Brothers Construction
15797 FM 2154
College Station, TX 77845

SUBMITTED TO:

(Organization name and address.)

Brazos County Purchasing
200 S. Texas Ave. Suite 352
Bryan, TX 77803

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

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

Commercial General Contracting

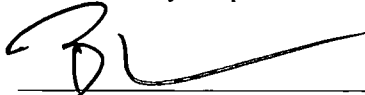
THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.



5/31/22

Organization's Authorized Representative Signature Date

Brian McMullin

Printed Name and Title

NOTARY

State of: Texas
County of: Brazos

Signed and sworn to before me this

31st day of May 2022



Notary Signature

My commission expires: 3/25/2025

Init.



AIA Document A305™ – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by
Marek Brothers Construction
and dated the 31st day of May
in the year 2022
(In words, indicate day, month and year.)

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

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

Marek Brothers Construction, Inc.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.
None

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.
None

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.
15797 FM 2154
College Station, TX 77845

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Corporation

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
Texas
05/07/1987
Brian McMullin - Owner
Patrick Marek - Owner
- .2 If your organization is a partnership, identify its partners and its date of organization.
N/A

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.3 If your organization is individually owned, identify its owner and date of organization.
N/A

.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:
N/A

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.
No

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

35

§ A.1.3.2 How many full-time employees work for your organization?

9

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

236220 - Commercial and Institutional Building Construction

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

N/A

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

\$14,272,659

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

\$6,116,855

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

\$10,500,000

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

Demolition, Rough Carpentry, Rough Cleaning

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

Marek Brothers Construction provides quality work, for a fair price, meeting or exceeding the project schedule. We exercise consistent communication, thoughtful scheduling, and constant thoughtfulness and supervision into each project we undertake.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

Yes. Marek Brothers Construction has extensive experience in design collaboration and preconstruction services such as CMAR and design build projects. Additionally, we pride ourselves on providing pre construction value engineering consultation, to keep project costs in budget.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

Yes, if the project dictates it, we have used BIM in the past to coordinate complex projects with tight tolerances. BIM 360 is our chosen BIM software.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

Yes. Procore Construction Software

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

See attached

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

Mike Record - Arkitex Studio - 979.229.1366

Fred Patterson - Patterson Architects - 979.229.7799

Nicole Barrios - Gensler - 713.689.4754

§ A.4.3 Identify one bank reference:

(Insert name, organization, and contact information)

Mr. Sam Urso, President

Prosperity Bank

979-324-4594

§ A.4.4 Identify three subcontractor or other trade references:

(Insert name, organization, and contact information)

See attached.

Init.

 **AIA**[®] Document A305[™] – 2020 Exhibit B
Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by
Marek Brothers Construction
and dated the 31st day of May
in the year 2022
(In words, indicate day, month and year.)

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

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

74-2462928

§ B.1.2 Attach financial statements for the last three years prepared in accordance with
Generally Accepted Accounting Principles, including your organization's latest balance
sheet and income statement. Also, indicate the name and contact information of the firm
that prepared each financial statement.
Provided upon request or award of contract.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or
management, been the subject of any bankruptcy proceeding within the last ten years?

No

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

*(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or
other method of searching your organization's credit rating with such agency.)*
Provided upon request or award of contract.

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your
organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of
the individuals listed in Exhibit A, Section I.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

No

§ B.2.2 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common
ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

No

Init.

.2 been terminated for any reason except for an owners' convenience?
No

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?
No

.4 filed any lawsuits or requested arbitration regarding a construction project?
No

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?
No

.2 had any business or professional license subjected to disciplinary action?
No

.3 been penalized or fined by a state or federal environmental agency?
No



AIA Document A305™ – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor’s Qualification Statement, submitted by
Marek Brothers Construction
and dated the 31st day of May
in the year 2022
(In words, indicate day, month and year.)

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

PROJECT:

(Name and location or address.)

Brazos County JP/Constable Precinct 1 Building

CONTRACTOR’S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

15797 FM 2154
College Station, TX 77845

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

General Contracting

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.
N/A

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor’s Project Office established?

1987

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor’s Project Office?

9

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor’s Project Office that pertain to the Project.

N/A

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

See attached resumes.

Patrick Marek - Project Executive

Emerson Macz - Project Manager

Jim Millar - Superintendent

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

Rough cleaning, rough carpentry

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

See attached RFP

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

\$14,272,659

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

\$6,116,855

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

\$10,500,000

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

57

Completed -- TAMU Psychology -- \$5,400,000

Under Construction -- The Ranch Harley Davidson -- \$8,700,000

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

Yes

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

None

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

N/A due to size of company

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years. *See attached letter*

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

Yes

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

No

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

Yes

§ C.5.2 Surety company name:

Philadelphia Indemnity Insurance Company

§ C.5.3 Surety agent name and contact information:

Bradley Hurt

Service Insurance Group, Inc.

979.774.3900

§ C.5.4 Total bonding capacity:

\$17,500,000

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

12,000,000



AIA[®]

Document A305™ – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME	See attached	See attached	See attached	See attached
PROJECT LOCATION	---	---	---	---
PROJECT TYPE	---	---	---	---
OWNER	---	---	---	---
ARCHITECT	---	---	---	---
CONTRACTOR'S PROJECT EXECUTIVE	---	---	---	---
KEY PERSONNEL (include titles)	---	---	---	---
PROJECT DETAILS	Contract Amount --- Completion Date --- % Self-Performed Work ---	Contract Amount --- Completion Date --- % Self-Performed Work ---	Contract Amount --- Completion Date --- % Self-Performed Work ---	Contract Amount --- Completion Date --- % Self-Performed Work ---
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other: ---	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other: ---	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other: ---	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other: ---
SUSTAINABILITY CERTIFICATIONS	---	---	---	---

Init.



AIA[®]

Document A305™ – 2020 Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME	See attached	See attached	See attached	See attached
PROJECT LOCATION	---	---	---	---
PROJECT TYPE	---	---	---	---
OWNER	---	---	---	---
ARCHITECT	---	---	---	---
CONTRACTOR'S PROJECT EXECUTIVE	---	---	---	---
KEY PERSONNEL (include titles)	---	---	---	---
PROJECT DETAILS	Contract Amount --- Completion Date --- % Self-Performed Work ---	Contract Amount --- Completion Date --- % Self-Performed Work ---	Contract Amount --- Completion Date --- % Self-Performed Work ---	Contract Amount --- Completion Date --- % Self-Performed Work ---
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS	---	---	---	---

Init.

EMR Rating Letter



Service Insurance Group

3840 Corporate Center Drive

PO Box 5753

Bryan-College Station, TX 77805-5753

979.774.3900 Fax 979.774.3955 www.serviceinsgroup.com

April 1, 2021

RE: Marek Brothers Construction Inc. – EMOD/EMR

To Whom It May Concern,

This letter is to confirm Marek Brothers Construction Inc. did not qualify for an Experience Modifier (EMOD/EMR) during the prior five policy coverage periods. The reason for this is, in order for NCCI to calculate an EMR a policyholder's workers comp premium must be \$6000 or more for at least three consecutive years. Marek Brother's workers comp premium falls below that threshold. Based on their loss history, should they qualify for an EMR, we would expect it to be beneath the default of 1.00.

Please let us know if anything else is needed or there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bradley Hurt'.

Bradley Hurt

Vice President

bradley@serviceinsgroup.com

EXPERIENCE & QUALIFICATIONS
CURRENT & PAST PROJECTS



A NEW COURT FACILITY FOR BRAZOS COUNTY
JP COMPLEX – PRECINCT 1
PROJECT NUMBER: 2021-2120
RFP - CIP 22-636

Marek Brothers Construction
15797 F.M. 2154
College Station, TX 77845
979-696-5562

2020 Exhibit D - Current Projects & Past Projects

Name and Location of Project: TAMU – PSYCHOLOGY – RENOVATE VIVARIUM & WET LABS (CMAR)

Contract Amount: \$3,517,669

Contract Start Date: April 14, 2019

Completion Date: April 14, 2020

Owner Reference Contact: Heather Lench

Telephone: : 979-845-0377

Address: Psychology Building 0463 505 Coke St, College Station, Texas 77843

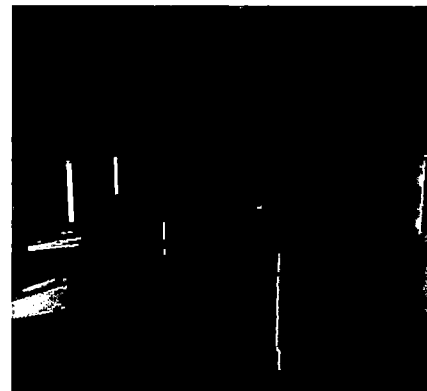
Email: hlench@tamu.edu

A/E Reference Contact: Gensler, Nicole Barrios

Telephone: 713-844-0063

Address: 2 Houston Center 909 Fannin Street, Suite 200, Houston, Texas 77010

Email: nichol_barrios@gensler.com



Name and Location of Project: TEXAS A&M UNIVERSITY – PSYCHOLOGY – RENOVATE TESTING SUITES (CMAR)

Contract Amount: \$1,879,130

Contract Start Date: October 14, 2019

Completion Date: April 14, 2020

Owner Reference Contact: Heather Lench

Telephone: 979-845-0377

Address: Psychology Building 0463 505 Coke St, College Station, Texas 77843

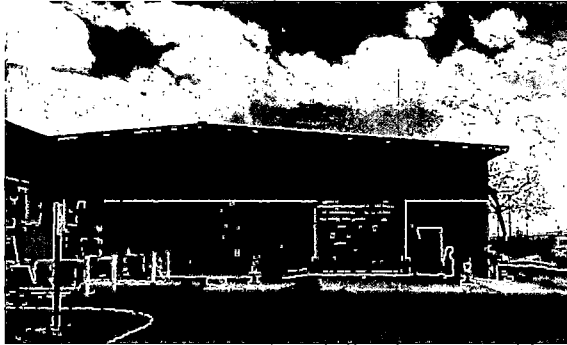
Email: 979-777-3163

A/E Reference Contact: Gensler, Nicole Barrios

Telephone: 713-844-0063

Address: 2 Houston Center 909 Fannin Street, Suite 200, Houston, Texas 77010

Email: nichol_barrios@gensler.com



Name and Location of Project: TEXAS A&M UNIVERSITY – ADDITION TO LASR BUILDING

Contract Amount: \$945,057

Contract Start Date: May 12, 2020

Completion Date: January 31, 2021

Owner Reference Contact: David Glockzin

Telephone: 979-574-1798

Address: 3126 TAMU, College Station, Texas 77843

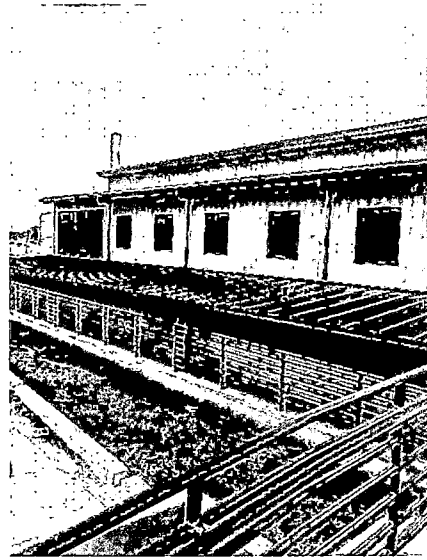
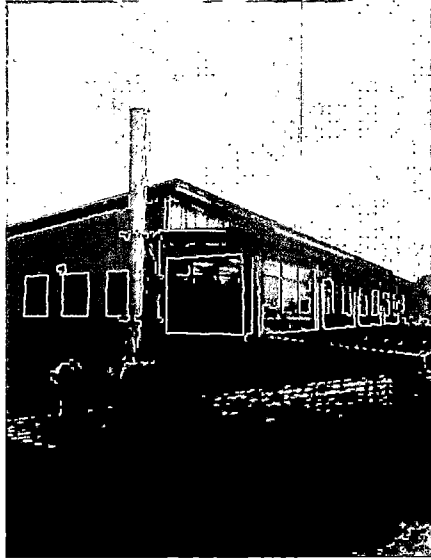
Email: drglockzin@tamu.edu

A/E Reference Contact: The Arkitex Studio, Michael Record

Telephone: 713-922-0689

Address: 308 N. Bryan Ave, Bryan, Texas 77803

Email: msr@arkitex.com



Name and Location of Project: TEXAS A&M UNIVERSITY – AEROTHERMOCHEMISTRY - LIDAR LAB EXPANSION

Contract Amount: \$411,199

Contract Start Date: June 2018

Completion Date: January 31, 2021

Owner Reference Contact: John Clark

Telephone: 979-450-4938

Address: 3128 TAMU 205-Q Wisenbaker Bldg., College Station, Texas 77843

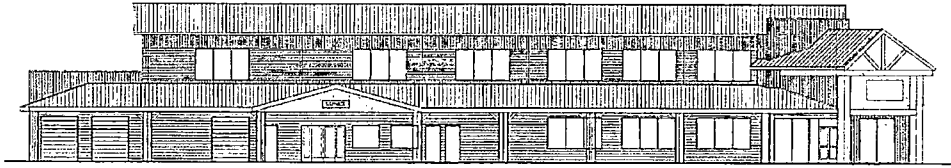
Email: jclark@tamu.edu

A/E Reference Contact: Prozign Architects, Jun Estrella

Telephone: 713-922-0689

Address: 701 Shepherd Drive, Ste. 200, Houston, Texas 77007

Email: jestrella@prozign.com



Name and Location of Project: *THE RANCH – HARLEY DAVISION*

Contract Amount: \$8,742,755

Percent Complete: 45%

Contract Start Date: November 2022

Completion Date: Current Project

Owner Reference Contact: Susan Gipson, Owner

Telephone: 210-563-1755

Address: 4101 Texas 6 Frontage Road, College Station, Texas 77845

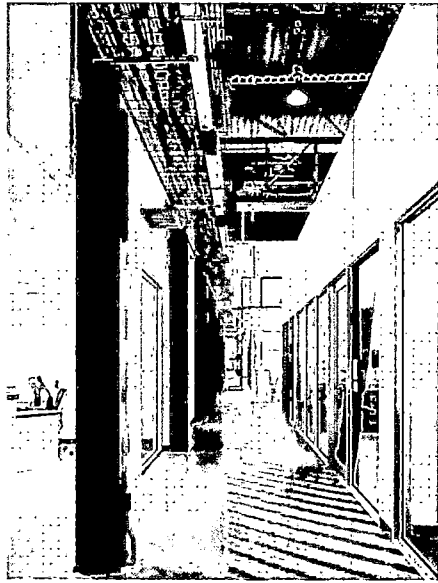
Email: usan@theranchhd.com

A/E Reference Contact: Robert Payne, RL Payne & Associates

Telephone: 979-739-5921

Address: 1733 Briarcrest Drive Suite 108, Bryan, Texas 77802

Email: rpayne@rlpayne.com



Name and Location of Project: TEXAS A&M UNIVERSITY – HEALTH TECHNOLOGIES BUILDING

Contract Amount: \$5,991,244

Percent Complete: 100%

Contract Start Date: May 1, 2018

Completion Date: January 31, 2019

Owner Reference Contact: John Clark

Telephone: 979-450-4938

Address: 3128 TAMU 205-Q Wisenbaker Bldg., College Station, Texas 77843

Email: jclark@tamu.edu

A/E Reference Contact: Nicole Barrios, Gensler

Telephone: 713-356-7434

Address: 2 Houston Center 909 Fannin Street, Suite 200, Houston, Texas 77010

Email: nichol_barrios@gensler.com



Name and Location of Project: *BRYAN MEDICAL CENTER -- MEDICAL OFFICE REMODEL*

2900 E. 29th Street, Bryan, Texas 77802

Contract Amount: \$895,214

Percent Complete: 95%

Contract Start Date: May 3, 2021

Completion Date: November 4, 2021

Owner Reference Contact: Dan Cornelius, owner representative **Telephone:** 512-800-3373

Address: 1320 Country Lake Drive, Austin, Texas 78732

Email: dc@channelventure.net

A/E Reference Contact: Kelsie Srnensky, SZH Architecture **Telephone:** 979-779-5757

Address: 1711 Cavitt Avenue, Bryan Texas 77801

Email: kelsie@szharchitecture.com

4.1 REFERENCES



A NEW COURT FACILITY FOR BRAZOS COUNTY
JP COMPLEX – PRECINCT 1
PROJECT NUMBER: 2021-2120
RFP - CIP 22-636

Marek Brothers Construction
15797 F.M. 2154
College Station, TX 77845
979-696-5562

A.4.1 Client References

DAVID GLOCKZIN

ENGINEERING FACILITIES & CONSTRUCTION MANAGER
TEXAS A&M UNIVERSITY ENGINEERING EXPERIMENT STATION
979-574-1798 (MOBILE)
TEXAS A&M UNIVERSITY – LASR BUILDING

JOHN CLARK

TAMU ENGINEERING
TEXAS A&M UNIVERSITY
979-450-4938 (MOBILE)
TEXAS A&M UNIVERSITY – AEROTHERMOCHEMISTRY LAB EXPANSION/LIDAR
TEXAS A&M UNIVERSITY – HEALTH TECHNOLOGIES BUILDING

HEATHER LENCH

DEPARTMENT HEAD PSYCHOLOGY
TEXAS A&M UNIVERSITY
979-845-0377 (OFFICE)
TEXAS A&M UNIVERSITY – PSYCHOLOGY – RENOVATE VIVARIUM & WET LABS

SAM URSO

PRESIDENT-BRYAN MAIN
PROSPERITY BANK
979-324-4594 (MOBILE)

A.4.4 Trade References

IMPACT FIRE SERVICES

4700 Elmo Weedon Rd. Ste. 105
College Station, TX 77845
(979) 703-1869
Contact: Chris Holcomb

ELITE ELECTRICAL, LP

4700 Elmo Weedon Rd. #107
College Station, TX 77845
979-703-6200
Andreas Pavlatos

MORAN'S DRYWALL BUSINESS, LLC

810 Montgomery Road
Navasota, TX 77868
(936) 870-5741
Contact: Ivan Moran

ELECTRA LINK INC.

21755 Interstate 45, Bldg. 10
Spring, TX 77388
(281) 350-6096
Contact: Jared Carnley

EXOTECH CONSTRUCTION, LLC

P.O. Box 98
Kurten, TX 77862
(979) 393-0204
Contact: Michael Morlock

SIEMENS INDUSTRY

2900 Finfeather Rd.
Bryan, TX 77801
(979) 823-4793
Contact: Johnny McDonald

SOUTH CONSTRUCTION, INC.

5175 Collette Lane
Bryan, TX 77808
(979) 589-3782
Contact: Mike South

R.E.C. INDUSTRIES, INC.

P.O. Box 4868
Bryan, TX 77805
(979) 776-6111
Contact: Craig Lewis

SPECTRA FLOORING

7425 Pinemont Dr. Ste. 150
Houston, TX 77040
(713) 934-7429
Contact: Mike Bogue

DAILEY ELECTRIC, INC.

8330 Jones Rd.
College Station, TX 77845
(979) 696-4044
Contact: J.E. Clayton

A.4.3 Bank Reference Letter



PROSPERITY BANK®

March 3, 2020

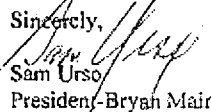
To Whom It May Concern:

Prosperity Bank has done business with Marek Brothers Construction, Inc. for over ten years. During this time Prosperity Bank has enjoyed an excellent business partnership with them. Both Pat and Joe Marek are outstanding individuals and run Marek Brothers Construction with the utmost integrity and insist upon excellent customer service from all of their employees. We have partnered with them in building several of our banks when we were State Bank prior to being purchased by Prosperity Bank. Prosperity Bank continued to use Marek Brothers Construction, Inc. on other projects after the acquisition of State Bank due to the quality of their workmanship and the way in which they conducted their business. This included a major remodel of the current bank at the location that I serve as the President. The cost on several of the projects was in excess of a million dollars.

Currently the Marek's have balances in deposit accounts in our bank in the low seven figure range and loans in the medium six figure range in personal and entity accounts.

I have personally worked with Marek Brothers Construction, Inc. on several other construction projects where we were the lender of record. I have always enjoyed working with them when they were the contractor on construction projects due to the way that they take care of business in a professional and courteous fashion.

Please call me at the number below if you have any questions.

Sincerely,

Sam Urso
President-Bryon Main

Bryon Banking Center 2807 South Texas Avenue Bryon, Texas 77802-6326 979-779-1111 Fax: 979-823-2885

Website: www.prosperitybanktx.com

email: bryon@prosperitybanktx.com

C.5 Surety Reference Letter



Service Insurance Group
3840 Corporate Center Drive
PO Box 5753
Bryan-College Station, TX 77805-5753
979.774.3900 • Fax 979.774.3955 • serviceinsgroup.com

March 15, 2021

RE: Marek Brothers Construction Inc.

To Whom it May Concern:

As surety agent, we and Philadelphia Indemnity Company have been the surety provider for Marek Brothers Construction Inc. for almost 5 years with agent client relationship going back at least 20 years.

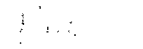
While Philadelphia Indemnity doesn't currently have a set limit we are currently seeing approvals for single projects in the range of over \$10,000,000 and aggregate of \$17,500,000.

We and Philadelphia Indemnity Company would favorably consider any reasonable request from Marek Brothers Construction Inc. to provide bid, performance and payment bonds on projects they are currently contemplating. Such prequalification and approval would be conditioned upon applicable underwriting considerations such as acceptable contract terms & conditions, bond forms and confirmation of satisfactory financing as well as a favorable review of current underwriting information at the time bonds are requested.

Marek Brothers Construction Inc. is a valued, multi-year customer of Service Insurance Group, Inc. and We and the multiple carriers that provide their coverage, including Philadelphia Indemnity Company as surety, recommend them highly. Any arrangement to provide bid bonds and/or final bonds is a matter between Marek Brothers Construction Inc. and Philadelphia Indemnity Company, and we nor they assume any liability to third parties by this letter if we or the surety do not execute said bond(s).

Please contact me with any questions or concerns,

Thanks!


Bradley Hurt
Exec. Vice President
bradley@serviceinsgroup.com

Letter of Recommendation

To Whom It May Concern,

My name is Dennis Norris and I am a project manager for Bryan Texas Utilities. I have worked with Marek Brothers on several projects throughout the last several years. Our relationship has always been one of professionalism. I have come to consider Marek as one of my top contractors. I always make sure that when a bid goes out that they are notified.

I first met Marek Brothers at a mandatory pre-bid meeting. The amount of questions they asked far exceeded any other company in the room. I was struck by the fact that they had actually read the drawings and specifications and most likely already had looked into some of the systems enough to ask intelligent questions. Moreover, all of the questions they asked in the beginning highlighted issues we would have later in the job. This helped us to make a plan early on. The job went smoothly and was completed on time and on budget. Marek Brothers has done several jobs for BTU at this point and each of those jobs has been easier than the last for BTU.

Marek does not just take on a job so much as they attack it. They surround it on all sides and through planning on their part and a list of capable subs, they attack. I have personally put some very tight timelines on them, and they make it work. This description sounds a little dramatic, but it is the most accurate way that I can describe the Marek style.

I do not usually write letters of reference. I believe that a job should go relatively smoothly, and that professional services and contractors should notice problems early on and work to minimize change orders. I believe that we should be able to hire capable professionals and have regular meetings about how well and how on time a job is progressing. That is a bit of a utopian view, but Marek is, after all a bit of a utopian company.

Sincerely,

Dennis Norris

Project Manager

Bryan Texas Utilities

Letter of Recommendation



December 7, 2018

To Whom IT May Concern:

Building out an office space, constructing a new building, or just doing a brief up fit can be very challenging if you do not have the right service partner (general contractor). In addition, if you do not have a service partner who is trustworthy, committed, open-minded, transparent, and is your biggest proponent throughout every phase of your project, your investment and build-out will not be a success. I kept this in mind as I was faced with selecting a service partner in College Station, Texas to build out a new office space for our local operations team. My biggest challenge was not only picking a great partner but I was located in Charlotte, NC, not exactly a local presence for me. Through our RFP process I was introduced to Marek Brothers Construction, Inc., and they could not have been a better fit for our project. I worked closely with Brian McMullin, Patrick Marek, and Troy Tarver, who were extremely responsive and always had our company's best interest in mind throughout the entire project.

As you go through your selection process for choosing a service partner for your upcoming project, I would recommend you give serious consideration to Marek Brothers and their team of great people. It is all about the right fit and if you allow Marek Brothers the opportunity to have interaction with you and your team, you will find they are great people and will help you get the most out of your investment. They have a great resource pool of professionals to make it happen and are very proactive in value-engineering, permitting, and staying on schedule.

Good luck in your evaluations and I believe you will have a great deal of confidence and support should you decide on Marek Brothers as your partner of choice.

Sincerely,

Jimmy Lippard
Vice President of Real Estate & Facilities
Premier Inc.

Letter of Recommendation

January 24, 2019

Engineering Design and Construction Services (EDCS)
SSC Services for Education
600 Agronomy Rd, College Station, TX 77840
<https://facilities.tamu.edu/engineering-design-construction-services/>
A member of Compass Group USA, Inc.

To Whom It May Concern:

I am writing to recommend Marek Brothers Construction as a trusted General Contractor I was fortunate to have partnered with on 3 projects during the last 3 years.


My first opportunity was the remodel of a new suite for TAMU School of Public Health, Office of Research. Marek Bros, was awarded the 5-month contract to convert the 3rd floor open area in building 1518 into a suite with 15 offices, a lobby, and conference room. With a deadline to meet Marek completed the project on time and within budget, addressed change order requests from the client and stakeholders, and remained available during the warranty period to promptly address a few small items.

Marek Bros. then won the bid to convert an old mail and custodial service area into a modern rehab center (Athletic Training Center) for TAMU Corps of Cadets. Working in close cooperation with the Corps leadership and CHI St. Joseph Health Sports Medicine Personnel, the A/E design was achieved, and the old facility upgraded as scheduled. This was the first remodeling phase of the area that link Adams Band Hall and Duncan Dining Hall.

The second phase was also awarded to Marek Bros and it turned out to be a much more challenging and major upgrade of the 50+ year old Military Property Warehouse (MPW). The 3.5 month long construction project was delayed for 1 month due to funding issues without extending the completion date. Further value engineering (VE) had to be completed after the contract was awarded in order to reduce the initial budget. The construction team was further hit with numerous unexpected issues discovered during construction, some which forced design changes by the A/E team. The project was completed and the facility opened in time for the start of the Spring 2018 academic semester.

In all these projects, Marek's leadership, PM's site superintendents, and support staff showed great professionalism and a willingness to work with SSC Services, TAMU clients, and stakeholders. Even when pressure mounted and contentious issues had to be addressed, did the staff show respect. All requests were addressed in a timely manner and when needed, beyond what was asked. No surprise change orders were handed in and during the substantial completion and warranty periods they were quick to address punch list items. If another opportunity would arise to partner on a project, I would work with Marek Brothers without hesitation.

Thank you

 Hannes Furter

Hannes Furter (Project Manager II)
979-436-6888
Hannes.Furter@sscsev.com

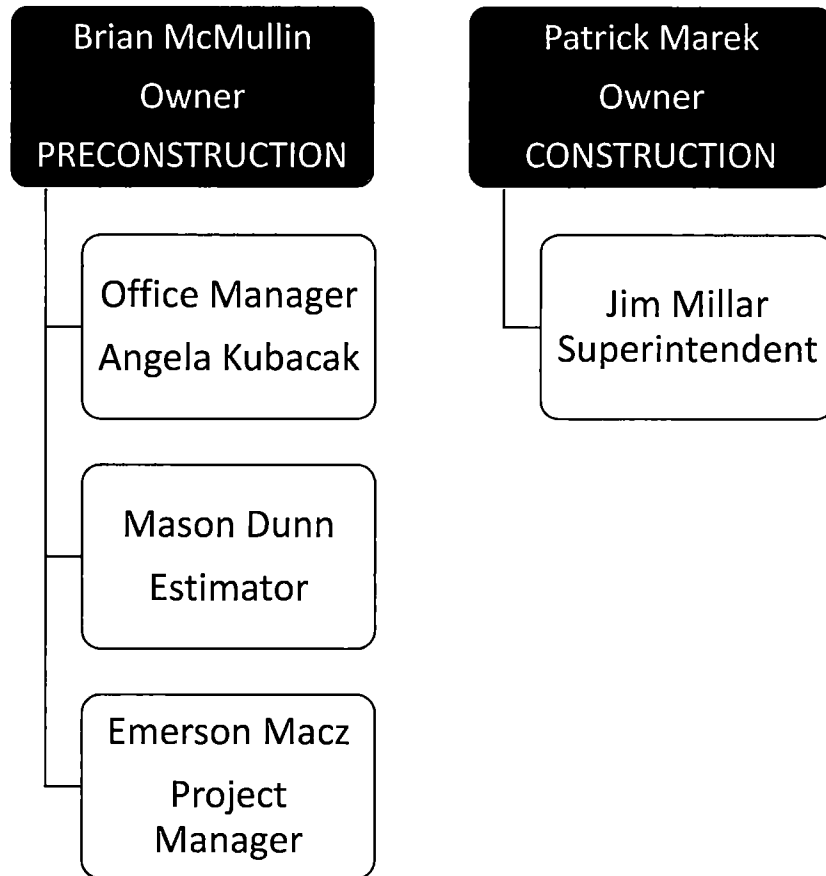
ABILITY & QUALIFICATIONS OF
PROFESSIONAL PERSONNEL



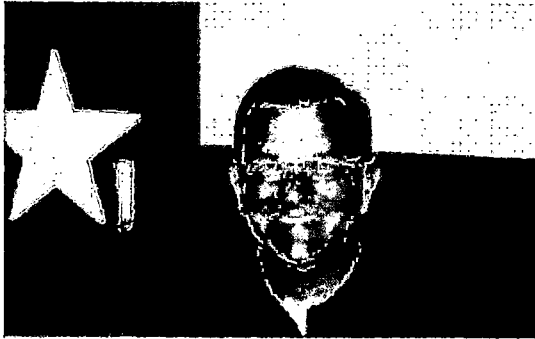
A NEW COURT FACILITY FOR BRAZOS COUNTY
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PROJECT NUMBER: 2021-2120
RFP - CIP 22-636

Marek Brothers Construction
15797 F.M. 2154
College Station, TX 77845
979-696-5562

C.1 Project Organization Chart – Confidential



Marek Brothers Team



Brian McMullin

Owner & Safety Manager

Brian brings over 25 years of experience in leadership roles to the Marek Brothers team. He is involved in general oversight during all phases of construction, leveraging his management experience to provide the best construction product.

Brian is responsible for overall construction management and construction phase services. Management of areas under his direction include new business development, client relations, cost control, estimating, value engineering, systems analysis, quality control, project coordination, safety, expediting, negotiations, purchasing, and scheduling. He works to ensure Marek Brothers is providing its clients with project performance, quality, and lasting value.

25 Years of Experience

Background

Master of Business Administration, Sam Houston State University
Bachelor of Science, Baylor University

Certifications

OSHA 10
Procore Project Manager Certification

Selected Project Experience

Texas A&M University, College Station, TX
Health Technologies Building
Uniform Distribution Center
Registrar's Office
CE/TTI Tower
School of Public Health
Psychology, Vivarium, Wet Labs, and Behavioral Testing Suites
CapRock Emergency Center, Town Point, College Station, TX
CapRock Urgent Care, Century Square, College Station, TX
CapRock Emergency Center, Jones Crossing, College Station
Texas A&M Ventures, Learfield Sports, College Station, TX
ST Genetics/Sexing Technologies, Various Projects, Navasota, TX
BTU Fiscal Office, Bryan, TX
Post Oak Mall, Various Projects, College Station, TX
Premier, Inc., College Station, TX
Hemline, College Station, TX
City of College Station, College, Station, TX
Community Center Adaptive Reuse
Traffic Operations Center
Premier, Inc., College Station, TX
Pure Barre, College Station, TX
Stanton Optical, Killeen, TX
BTU QSE, Metal Building Office Renovation, Bryan, TX
Wellborn Special Utility District, Water Line Improvements, Wellborn, TX
Stanton Optical, College Station, TX
Suit Gallery at Post Oak Mall, College Station, TX
Stanton Optical, Shell Improvements, College Station, TX
H&M at Post Oak Mall, College Station, TX
City of Madisonville, Water Line, Madisonville, TX



Patrick Marek

Owner

With an extensive background in leadership and management, Patrick is responsible for managing all Marek Field Operations. As a seasoned and organized manager, he has the exceptional ability to manage the construction process and the people involved. He is dedicated to providing the highest quality construction for his clients.

Patrick enjoys working in a fast-paced environment and utilize his strong leadership skills to build up his team. He oversees the field staff and is responsible for the progression of work in the field. He communicates directly with trade contractors and the design team concerning project cost, staffing, and scheduling. He inspects construction sites daily and works with trade contractors and vendors to schedule deliveries. Patrick's direction and leadership ensure all projects are completed within the given budget and timeframe.

17 Years of Experience

Background

Bachelor of Science, Texas A&M University

Certifications

OSHA 10

Procore Certified

Selected Project Experience

Texas A&M University, College Station, TX

Health Technologies Building

Evans Library

School of Public Health

Uniform Distribution Center

CE/TTI Tower

Adams Band Hall/Corps Rehab

Aerothermochemistry

Psychology, Vivarium, Wet Labs, and Behavioral Testing Suites

CapRock Emergency Center, Town Point, College Station, TX

CapRock Urgent Care, Century Square, College Station, TX

CapRock Emergency Center, Jones Crossing, College Station, TX

Texas A&M Ventures, Learfield Sports, College Station, TX

MediCare Equipment Specialties, College Station, TX

Fujifilm Diosynth Office Remodel, College Station, TX

Premiere, Inc., College Station, TX

Twin City Mission, Bryan, TX

Alice's Attic, Bryan, TX

BTU Fiscal Office, Bryan, TX

Twin City Mission, Bryan, TX

Post Oak Mall, Various Projects, College Station, TX

St. Mary's Church, Caldwell, TX

Premier, Inc., College Station, TX

Stanton Optical, Killeen, TX

ST Genetics/Sexing Technologies, Navasota, TX

Wellborn Special Utility District, Water Line Improvements, Wellborn, TX

Stanton Optical, College Station, TX

Suit Gallery at Post Oak Mall, College Station, TX

Stanton Optical, Shell Improvements, College Station, TX

H&M at Post Oak Mall, College Station, TX

City of College Station, Community Center Adaptive Reuse,

College Station, TX



Emerson Macz

Project Manager

Emerson's thoroughness and detail-oriented approach to a project ensures a well-managed and efficient project through all phases of pre-construction, construction, and closeout.

With over 20 years of experience in military, healthcare, academia, and multi family projects, Emerson brings a wealth of invaluable expertise to the Marek Brothers team. He focuses on submittal approval, requests for information, and general documentation of work. He works to facilitate construction progress as scheduled and in adherence to contract specifications. He implements the quality control and commissioning plan and inspects all systems and trades for quality and craftsmanship, investigating and resolving any issues that may arise.

20 Years of Experience

Background

Bachelor of Science, Texas A&M University

Certifications

ACI Concrete Field-Testing Technician Grade I

ACI Concrete Transportation Construction Inspector

OSHA 30 Outreach Training

U.S. Army Corps of Engineers Construction Quality Management for Contractors

Selected Project Experience

Texas A&M University, College Station, TX

Health Technologies Building

Psychology, Vivarium, Wet Labs, and Behavioral Testing Suites

CapRock Emergency Center, Town Point, College Station, TX

CapRock Urgent Care, Century Square, College Station, TX

CapRock Emergency Center, Jones Crossing, College Station

McAllen Medical Center OR Renovations – McAllen, TX

ABIA West Parking Garage, Austin, TX

RGAAF Paving Repair, Fort Hood, TX

TVMS Canopies, Fort Hood, TX

THAAD COF's, Fort Hood, TX

UTPB Student Housing Phase VI, Odessa, TX

UTPB Student Housing Phase VI, Odessa, TX

Fort Hood Remodel Motor Pool 35023, Fort Hood, TX

Armed Forces Reserve Center, Lufkin, TX

McAllen Medical Center OR Renovations, McAllen, TX

Pecos County Memorial Hospital Wellness Center Additions, Ft. Stockton, TX

San Antonio College Nursing and Allied Health Building, San Antonio, TX

Texas State University Speck Street Parking Garage, San Marcos, TX

Gulf States LTACH of New Braunfels, New Braunfels, TX

Carver Academy Interior Finish Out and Sports Field, San Antonio, TX

Dr. Frank Bryant Health Center, San Antonio, TX

University of Houston, Houston, TX

Science and Engineering and Auditorium Buildings

"Utility Knuckle" Construction

University of Houston NOX Re-duction Facility, Houston, TX

Bay Meadows, San Mateo, CA

Jefferson at Town Center I & II, Santa Clarita, CA



Mason Dunn

Estimator

Mason is responsible for all facets of construction business including cost estimating, conceptual estimating, project management, and proper quality control. He is invaluable to understanding and determining construction cost.

Mason brings construction professional experience in both operations and pre-construction to the Marek team. His thoroughness and foresight ensure proper cost accounting and allocation of resources throughout the pre-construction and construction phase. Mason ensures transparency and innovation during design and bidding processes, allowing client's visions to become a reality, while maintaining control on costs and scheduling.

7 Years of Experience

Background

Bachelor of Science, Texas A&M University

Certifications

OSHA 10

Procore Certified

Selected Project Experience

Texas A&M University, College Station, TX

Health Technologies Building

Psychology, Vivarium, Wet Labs, and Behavioral Testing Suites

Lighting Improvements

LASR Building Expansion

CapRock Emergency Center, Town Point, College Station, TX

CapRock Urgent Care, Century Square, College Station, TX

CapRock Emergency Center, Jones Crossing, College Station

City of College Station, Community Center Adaptive Reuse,
College Station, TX

ST Genetics / Sexing Technologies, Various Projects, Navasota, TX

Pure Barre, College Station, TX

BTU Fiscal Office, Bryan, TX

Post Oak Mall, Various Projects, College Station, TX

OrangeTheory Fitness, Various Locations

Shell Appomattox Living Quarters

Tulane University, Dining Commons, New Orleans, LA

FujiFilm Diosynth Biotechnologies, Corporate Gym



Jim Millar

Superintendent

Jim oversees the day-to-day site construction operations of our employee crews and sub-contractors. He is responsible for the project schedule, ordering materials, and interactions with inspectors, owners, and sub-contractors. He has experience in mass excavation, building excavation, site grading and site remediation.

Jim leads and manages field operations on their assigned projects, including supervising field personnel, manage subcontractors and vendors, quality control, safety management, and equipment utilization and coordination. He provides overall on-site administrative and technical management through planning, coordination, and supervision of craft employees to ensure the project is constructed in a safe manner and in accordance with design, budget, schedule and quality.

30 Years of Experience

Background

30 Years of Experience in Construction

Certifications

OSHA 10

Procore Certified

Selected Project Experience

Texas A&M University, College Station, TX

Psychology, Vivarium, Wet Labs, and Behavioral Testing Suites

Aerothermochemistry – Lab Expansion

Lighting Improvements

LASR Building Expansion

Hotel

AG 5

Softball Field- Davis Diamond

Standard Supply, Bryan, TX

Climate Doctors, Bryan, TX

Blinn/RELLIS, Bryan, TX

TXDOT

FM 2154 2 Lane to 4 Lane

Texas Ave -- University to 2818

SH21, West of Caldwell 2 lane to 4 lane divided highway

SH 155, South of Frankston 2 lane to 4 lane divided highway

Rehab SH6, Hearne

Rehab

Power Plant, Oak Grove, TX

FM 2154 2 Lane to 4 Lane

Texas Ave

METHODOLOGY & COST CONTROL



A NEW COURT FACILITY FOR BRAZOS COUNTY
JP COMPLEX – PRECINCT 1
PROJECT NUMBER: 2021-2120
RFP - CIP 22-636

Marek Brothers Construction
15797 F.M. 2154
College Station, TX 77845
979-696-5562

Methodology & Cost Control Measures

Marek Brothers Construction, Inc. has a reputation built on high quality, competitive pricing, and fast turnarounds. Marek Brothers Construction is capable of handling multiple and diverse projects simultaneously. We have the manpower and time to complete the project. We plan to approach this project by utilizing our relationship with our subcontractors and self-performing certain activities. We have an extensive list of subcontractors that we can use for any project. To ensure timely completion of projects, Marek Brothers Construction depends on its relationship with its subcontractors and has a strong group of reliable key subcontractors in which relationships have been built over many years.

Utilizing ProCore, a state-of-the-art, cloud-based project management software, we can achieve an enhanced collaboration between architect, engineer, owner, general contractor, and subcontractors by providing streamlined project communication and documentation. We will provide daily on-site supervision by an experienced Field Superintendent whose sole responsibility is the successful and timely completion of the project at hand. Daily photos, documents, submittals, RFIs, schedules, and drawings can be viewed and managed from any web-connected device. Real time data and accessibility keeps the team on the same page with instantaneous updates.

We begin by carefully reviewing plans and specifications, creating a budget, and a schedule. We assess information concerning construction means and methods. We gather bids from trusted subcontractors and examine them for accuracy and completeness. We can then make detailed and educated decisions regarding planning, building, and management of the entire project. With all projects, we manage money like it is our own. We use a combination of PlanSwift Estimating software, BuildingConnected for managing bids, and constantly review budget/projection actual costs.



**PHILADELPHIA
INSURANCE COMPANIES**

A Member of the Fidelity Mutual Group

**Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004**

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, Marek Brothers Construction, Inc. Principal,
and **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, a corporation authorized to
transact a general surety business in the State of Texas, as Surety, are held an firmly bound
unto Brazos County JP/ Constable Precinct 1

(hereinafter called the Obligee) in the full and just sum of Five percent of the greatest
amount bid "GAB" (\$ 5% of GAB) for the payment whereof in
lawful money of the United States , we bind ourselves, our heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIAL has submitted the accompanying bid for:
2021-2120; JP Complex, Precinct 1, Brazos Co., TX

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal
shall enter into a Contract with the Obligee in accordance with the terms of such bid, or in
the event of the failure of the Principal to enter such Contract, if the Principal shall pay to
the Obligee the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the Work covered by said bid, then this obligation shall be null and
void, otherwise to remain in full force and effect.

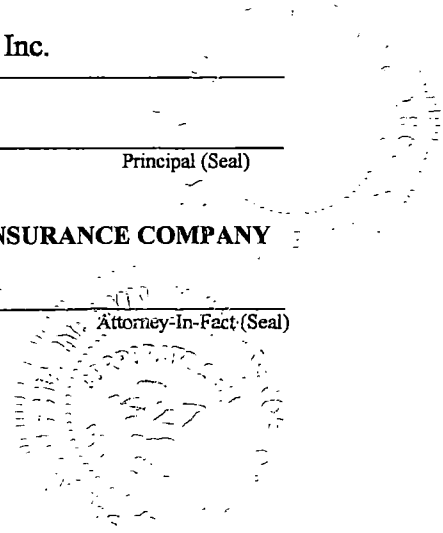
Signed and Sealed this 30th day of May, 2022.

Marek Brothers Construction, Inc.

[Signature]
Principal (Seal)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

[Signature]
Bradley Hurt
Attorney-In-Fact (Seal)



PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Bradley Hurt, Donna Beeler, Joel Fufts, Rodney Hurt, Nickolas Robert Lutz III and/or Robert Rainey of Service Insurance Group, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

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

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

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

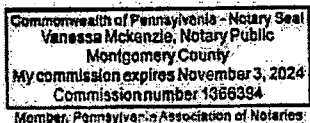
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

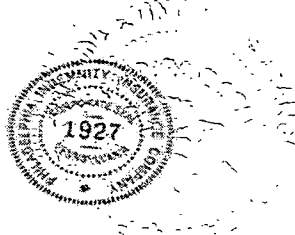
Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of May, 2022



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tubin Marine Group

IMPORTANT NOTICE

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

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

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

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

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

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

ADVISO IMPORTANTE

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

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

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

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

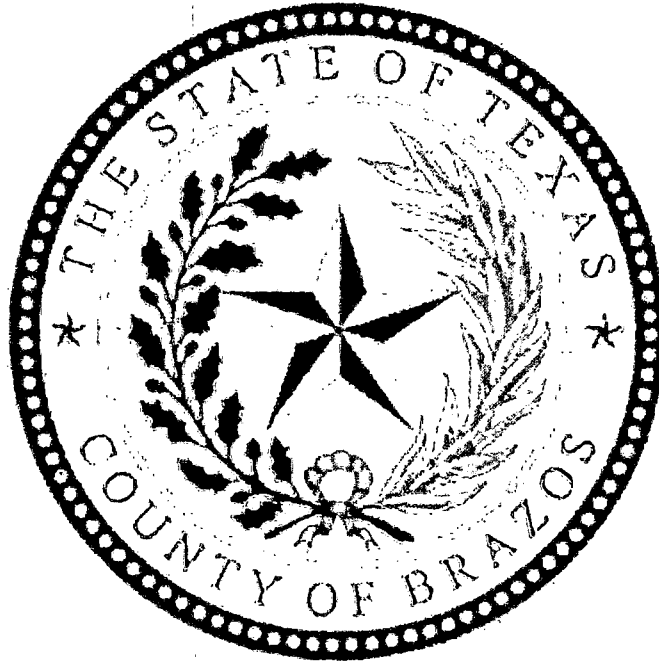
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

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

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



A NEW COURT FACILITY FOR BRAZOS COUNTY
JP COMPLEX – PRECINCT 1
PROJECT NUMBER: 2021-2120
RFP - CIP 22-636



MAREK BROTHERS CONSTRUCTION, INC.
15797 F.M. 2154 | COLLEGE STATION, TX 77845
PHONE | (979) 696-5562

June 10, 2022

Ms. Kaitlyn Battles
Brazos County Purchasing Office
200 South Texas Ave., Ste. 352
Bryan, TX 77803

Re: JP Complex – Precinct 1
Project No. 2021-2120; RFP - CIP 22-636
Best and Final Offer

Dear Ms. Battles

Thank you for opportunity to submit our Best and Final Offer. We reviewed the scope, price, and timing with our subcontractors and developed our Best and Final Offer. We are confident that we can complete all deliverables within the allocated time frame for the attached price.

We look forward to the opportunity to contribute to the completion of your project. If you have any further questions, please do not hesitate to contact me at 979-696-5562 office / 832-247-8577 cell or brian.mcmullin@marekbrosbcs.com.

Sincerely,

A handwritten signature in black ink, appearing to be 'BL' with a long horizontal stroke extending to the right.

Brian A. McMullin, Owner

CIP 22-636 JP/Constable Precinct 1 Building – Best and Final Offer
Due Friday, June 10, 2022 – 2:00 PM CST

Firm's Name: Marek Brothers Construction

1. Pricing for all materials and work included in the base proposal: \$ \$ 1,698,500.00
 - a. Pricing in word format: one million six hundred ninety eight thousand five hundred dollars

2. Time to substantially complete (99%) proposed work: 180 calendar days
 - a. Total Number of days in word format: one hundred eighty

3. From substantial completion, final completion will be attained in: 30 calendar days
 - a. Total Number of days in word format: thirty

4. From award by Commissioners' Court and receipt of a purchase order, respondent can begin work in 14 calendar days.
 - a. Number of days in word format: fourteen days.

5. Alternate Prices:
 - a. Alternate Price No 1: \$ 81,000.00
 - b. Alternate Price No 2: \$ 3,500.00
 - c. Alternate Price No 3: \$ 25,000.00

5. Pricing for all materials and work including all three Alternates: \$ 1,808,000.00
 - a. Pricing in word format: one million eight hundred and eight thousand dollars
 - b. Additional time required for all three Alternates: 0 days

6. What do you consider your longest lead times for this project?

See attached clarification.


a. Do you anticipate these lead times will affect your final schedule?

See attached clarification.

* All Terms & Conditions of the RFP & Addenda apply to this Best and Final Offer *

Proposer's Name: Brian McMullin

Position/Title: Owner

Proposer's Signature: 

Date: 6/10/22

Clarifications

Allowance for WAPs removed from bid per direction that Brazos County IT will provide.

Not included in our final pricing, there is a potential Value Engineering deduct of (\$15,000) for PVC plumbing underground in lieu of cast iron.

Material Lead Times

Storefront Material - 6-8 weeks

Storefront Door & Hardware - 12-16 weeks

Trusses - 8 weeks

Carpet Tile – 12 weeks

LVT – 6 weeks

Optical Fiber Cable – 4 weeks

Flagpole – 6 weeks

HVAC Equipment – Carrier was in stock at time of bid. We have now been notified it is a 28-week lead time. Amana equipment is in stock and can be procured for equal cost. Inability to deviate from Carrier spec will extend project schedule dramatically, as equipment would be approximately 31 weeks out from contract award. This would push the project schedule 2 months and create down time.

All Lead times are post shop drawing / submittal approval. Allow approximately 2 weeks for submittal + A/E review.