



Duncanville City Council Meeting Agenda
City Council Briefing Room and City Council Chamber
Videoconference via ZOOM
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, January 18, 2022
5:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session

or immediately following the 5:00 pm Work Session/Briefing

City of Duncanville City Council meetings are available to all persons regardless of disability. The City of Duncanville offers Hearing Assistance Receivers for use during City Council Regular Sessions. If you require special assistance, please contact the City Secretary at (972)780-5017 or write 203 E. Wheatland Road, 75116, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment.

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person and by video conference at 6:00 pm on Tuesday, January 18, 2021, in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted by in person and video conference.

Due to limited seating in council chambers, persons or participants may attend by video conference in order to maintain safe social distance as provided in this notice.

To speak by video conference during Citizen Comments, you must register with the City Secretary before 4 pm on Tuesday, January 18, 2021, email citysecretary@duncanville.com and title the email. “Public Comment – January 18th. You will need to register with the link below to attend the meeting by video conference. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone. Feel free to email your citizen comment to the City Secretary when registering for the Mayor to read into the record if any unexpected technical issues arise.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_LZGmT_AYQxuPcHXv4GtYrw

After registering, you will receive a confirmation email containing information about joining the webinar.

A recording of the video meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

WORK SESSION / BRIEFING

Citizen comments will not be heard during the Work Session/Briefing but will be heard during the Regular Session.

1. EXECUTIVE SESSION

- A. City Council shall convene into closed executive session to consult with the City Attorney pursuant to the to Section 551.071 of the Texas Government Code concerning a claim and/or threaten litigation involving real property located at 608 HWY 67, Duncanville, TX 75137
- B. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Govt Code to seek legal advice from the City Attorney regarding pending litigation to wit: City of Duncanville v. EON Reality, Cause No. DC-21-00095 filed in the District Court 134th Judicial District Dallas, Texas.
- C. Pamela McAllister v. City of Duncanville, Cause No. DC-21-06105 in the 116th District Court, Dallas County, Texas.
- D. Prater Electric, LLC v. City of Duncanville, Cause No. DC-20-03938 in the L-193rd Judicial District, Dallas County Texas.
- E. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Govt Code to seek legal advice from the City Attorney regarding short term rentals, specific use permit and registration ordinance.

2. DISCUSS AGENDA ITEMS**3. BRIEFINGS / PRESENTATIONS**

- A. Briefing on the Political Sign Ordinance.
[Political Sign](#)

5

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 5:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

- A. Mayor's Report.
- B. Councilmembers' Reports
- C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

- A. Proclamation recognizing Martin Luther King, Jr. Day, January 17, 2022.
[Recognizing Martin Luther King, Jr. Day](#)

6 - 7

- B. A Proclamation recognizing the month of January as Firefighter Cancer Awareness Month.

8 - 9

[Proclamation - Firefighter Cancer Awareness](#)

3. CITIZENS' INPUT

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

To speak by video conference during Citizen Comments, you must register with the City Secretary before 4 pm on Tuesday, January 18, 2022, email citysecretary@duncanville.com and title the email. "Public Comment – January 18th. You will need to register with the link below to attend the meeting by video conference. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone. Feel free to email your citizen comment to the City Secretary when registering for the Mayor to read into the record if any unexpected technical issues arise.

The City Secretary will still set a two-minute time limit on the comments as they are read.

4. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

- | | | |
|----|--|----------|
| A. | Consider a Resolution authorizing execution of City of Grand Prairie Contract #21186, an Interlocal Cooperative Agreement, with Curtco, Inc. for Pavement Crack and Joint Sealing Services for the prices set forth in City of Grand Prairie Contract #21186, with an estimated expenditure amount of \$225,000.00.
FY 22 Crack Sealing | 10 - 58 |
| B. | Consider a Resolution authorizing the purchase of a backhoe from South Star JCB through Sourcewell Contract #040319-JCB in the expenditure amount of \$111,850.00.
FY22 South Star JCB Backhoe | 59 - 78 |
| C. | Consider a Resolution authorizing the purchase of pavement lifting services from Nortex Concrete Lift and Stabilization, Inc., located in Fort Worth through the City of Grand Prairie Contract 21259 for the unit prices bid, with an estimated expenditure amount of \$100,000.00.
FY22 Pavement Lifting Services | 79 - 165 |

- D. Consider a Resolution authorizing a purchase agreement with Tyler Technologies Inc., for Annual Software Support and Maintenance for the City ERP System, using Sourcewell Cooperative Contract #090320-TTI in an amount up to \$96,077.23. 166 - 170

[Annual Software Support and Maintenance - ERP System](#)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consider an Ordinance authorizing and establishing regulations for the enforcement of Municipal Code of Ordinances and other Codes and Ordinances of the City; authorizing designated Non-Peace Enforcement Officer (Code Enforcement Officer, Inspector, Animal Control Officer) or Licensed Peace Officer of the City to issue citations for violations of the Municipal Code of Ordinances and other Codes and Ordinances of the City. 171 - 177

[Establishing Regulations](#)

- B. Consider a Resolution approving the allocation recommendations of the American Rescue Plan Act Funding for Coronavirus State and Local Fiscal Recovery Funds in accordance with U.S. Department of Treasury guidelines. 178 - 187

[American Rescue Plan Act Funding](#)

- C. Consider a Resolution casting the City Council of the City of Duncanville's vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (DCAD). 188 - 196

[Dallas Central Appraisal District \(DCAD\) Vote](#)

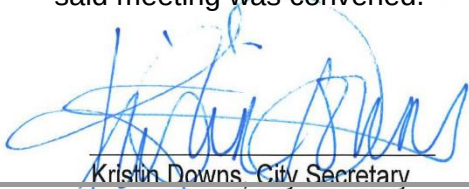
- D. Take any necessary action as a result of the Executive Session.

6. STAFF AND BOARD REPORTS

- A. Receive the Police Department Quarterly Report.
- B. Receive the Fire Department Quarterly Report.

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Friday, January 14, 2022 at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.



Kristin Downs, City Secretary

"Guns prohibited on these premises by state law unless licensed under Chapter 411, Tex. Gov. Code. Section 46.035 Texas Penal Code."

"Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas."



STAFF REPORT

MEETING: City Council - 18 Jan 2022

TITLE:

Briefing on the Political Sign Ordinance.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- Goal: N/A

STAFF RESPONSIBLE:

Skye Thibodeaux, AICP - City Planner
Jeremy Tennant, Neighborhood Services Manager

BACKGROUND/HISTORY:

City Ordinance Section 16A-35 ("Political Signs") was last updated on December 1, 2015. At the time, a subsequent election highlighted the need for greater clarity regarding where signs may be placed and the times during which they may be displayed on public right-of-way. A change in the location of one of the polling places required a last-minute decision regarding where signs would be allowed at polling places.

Considering it has been over six (6) years since the last update to the Political Sign Ordinance, staff would like to brief Council on the Ordinance's existing language and exhibits along with getting feedback on potential additions and modifications that may be appropriate based on relative research from surrounding cities.

POLICY EXPLANATION:

City Council feedback is requested regarding the current state of the Political Sign Ordinance. Recommended additions and modifications to the Ordinance will be presented to Council for consideration at the February 1, 2022 City Council Meeting.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00



STAFF REPORT

MEETING: City Council - 18 Jan 2022

TITLE:

Proclamation recognizing Martin Luther King, Jr. Day, January 17, 2022.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

BACKGROUND/HISTORY:

The Federal and State legislatures have recognized the legacy of Rev. Dr. Martin Luther King, Jr. as one of America's outstanding civil rights leaders by creating a federal holiday marking his birthday which is celebrated on the third Monday in January of each year. January 17, 2022 marks the 36th anniversary of the nationwide observance of this holiday.

POLICY EXPLANATION:

There is no policy decision associated with this item.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ATTACHMENTS:

[Proclamation - Martin Luther King Jr Day](#)

OFFICE OF THE MAYOR



Proclamation

WHEREAS, the Rev. Dr. Martin Luther King, Jr., who was born on January 15, 1929, believed in a nation of freedom and justice and dedicated his life to the advancement of civil rights for all through non-violent means, and challenged all citizens to help build a more perfect union and live up to the purpose and potential of America through public service; and,

WHEREAS, in 1994, Congress initiated the King Day of Service, a nationwide effort to transform the federal holiday honoring Dr. Martin Luther King, Jr. into a day of community service, grounded in Dr. King 's teachings, that helps bring people together and thereby breaking down the barriers that have divided us as a nation through contributing their own time and talents in a day of service; and,

WHEREAS, hundreds of thousands of volunteers in cities and towns across the nation participate in King Day service projects in all 50 states, and use Martin Luther King, Jr. Day as a day on, not a day off, by spending it performing community service each year; and,

WHEREAS, non-profit organizations such as Keep Duncanville Beautiful, volunteer managers, AmeriCorps and Senior Corps members across the nation have organized hundreds of projects for volunteers to engage in service honoring the goals of the King Day of Service; and,

WHEREAS, the King Day of Service, which falls on January 17th this year, is an excellent opportunity to take a step in making service a regular activity in the lives of Duncanville residents as a fitting memorial to the life of Martin Luther King, Jr.; and,

WHEREAS, federal and state legislatures have recognized Dr. King's legacy as one of America's outstanding civil rights leaders by creating a federal holiday marking his birthday; and

WHEREAS, this federal holiday was signed into law in 1983, and first observed in 1986, and is observed each year since on the third Monday in January.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby proclaim January 17, 2022 as

DR. MARTIN LUTHER KING, JR. DAY

in the City of Duncanville and urge all citizens to join me in honoring and remembering Dr. King for his humanitarian values and dedication to make America one nation with equity and justice for all.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 18th day of January, 2022.

Mayor, The City of Duncanville



STAFF REPORT

MEETING: City Council - 18 Jan 2022

TITLE:

A Proclamation recognizing the month of January as Firefighter Cancer Awareness Month.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- Goal: N/A

STAFF RESPONSIBLE:

Sam Rohde, Fire Chief

BACKGROUND/HISTORY:

Cancer is the most dangerous under-recognized threat to the health and safety to our nation's fire fighters. Firefighter-occupational cancer is the leading cause of line-of-duty deaths in the fire service. In 2019, more than 75% of the names of firefighters added to the International Association of Firefighters (IAFF) Fallen Firefighter Memorial Wall of Honor in Colorado Springs, Colorado, were of members who died from occupational cancer.

POLICY EXPLANATION:

The International Association of Firefighters and Firefighter Cancer Support Network have designated the month of January as Firefighter Cancer Awareness Month to bring awareness to firefighter-occupational cancer, the affect it has on the fire service, and the opportunity to bring targeted education about best practices and resources to reduce the impact of cancer within the fire service.

With this Proclamation, we also wish to honor the lives and careers of two of our very own Firefighters who passed away from occupational cancer, Duncanville Fire Department Captain Tim Riffe and Fire Engineer Dan Kendall.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ATTACHMENTS:

[Proclamation - Firefighter Cancer Awareness](#)

OFFICE OF THE MAYOR



- WHEREAS,** Duncanville Firefighters serve our community by putting the safety of the citizens above their own, and
- WHEREAS,** Fire fighters often work in a toxic environment of smoke, soot and other carcinogens, and
- WHEREAS,** cancer is the most dangerous under-recognized threat to the health and safety to our nation's fire fighters, and
- WHEREAS,** Fire fighter occupational cancer is the leading cause of line-of-duty deaths in professional fire fighters and has reached epidemic levels, and
- WHEREAS,** Studies have found a direct correlation between the chemical exposures fire fighters experience on the job and their increased risk for cancer, and
- WHEREAS,** Forty-nine states and 12 provinces recognize cancer as a presumptive workers' compensation claim for fire fighters, and
- WHEREAS,** Early detection of cancer through routine screening leads to earlier treatment, and better disease outcomes, including improved survival and reduced morbidity, and
- WHEREAS,** in 2019, more than 75% of the names of firefighters added to the International Association of Fire Fighters (IAFF) Fallen Firefighter Memorial Wall of Honor in Colorado Springs, Colorado, were of members who died from occupational cancer, and
- WHEREAS,** the Firefighter Cancer Support Network (FCSN) and the IAFF have designated the month of January as Fire Fighter Cancer Awareness Month, and

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas joins with IAFF and FCSN in designating the month of January as Fire Fighter Cancer Awareness Month to bring increased public awareness to Firefighter-occupational cancer, the affects it has on the fire service, and to bring targeted education about best practices and resources to reduce the impact of cancer within the fire service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 18th day of January, 2022.

Mayor, The City of Duncanville



STAFF REPORT

MEETING: City Council - 18 Jan 2022

TITLE:

Consider a Resolution authorizing execution of City of Grand Prairie Contract #21186, an Interlocal Cooperative Agreement, with Curtco, Inc. for Pavement Crack and Joint Sealing Services for the prices set forth in City of Grand Prairie Contract #21186, with an estimated expenditure amount of \$225,000.00.

FY 2022 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Managing Director for Public Works
Kelly McChesney, Streets Superintendent
Omotayo Sokale, Purchasing Manager

BACKGROUND/HISTORY:

The City of Duncanville has performed crack and joint sealing on its public streets for over 25 years. Crack sealing consists of spraying a melted asphalt solution directly into surface cracks which seals the surface and prevents water from entering the crack(s) and causing further deterioration to the pavement and subgrade beneath the pavement. Water is the most destructive element to a pavement structure; filling or sealing pavement cracks to prevent water from entering the base and subbase extends pavement life by several years. Pavements expand and contract with seasonal temperature changes. Sealing cracks with flexible rubberized asphalt that bonds to the crack walls and moves with the pavement will minimize water intrusion through the pavement, slowing the deterioration process. Crack sealing requires that all cracks be clean and dry before sealing, which is done with high-pressure air units. Cracks 1/8-inch wide are routed to 1/4-inch wide to help fill the crack with the asphalt solution. A backer rod is installed in cracks over 2-inches deep to prevent excessive use of sealing material. The backer rod is a compressible, non-shrinking, non-absorbent material with a melting point higher than the temperature of the materials.

Pavement crack and joint sealing services are available from Curtco, Inc. of Center Point, Texas, using the City of Grand Prairie Cooperative Contract #21186 Cooperative Agreement. The contract covers material and installation. Pricing is \$1.40 per linear foot for Routing and Crack Sealing-Concrete, \$1.40 per linear foot for Routing and Crack Sealing-Asphalt, \$1.40 per linear foot for Joint Sealing Services, \$0.42 per linear foot for Crack Sealing Services, and \$1.00 per linear foot for Dust Control. Curtco, Inc. satisfactorily completed crack and seal services contracts for the City since 2018.

This authorization would cover the purchase of this service on an as-needed basis through August 30, 2022.

POLICY EXPLANATION:

Council approval is required for purchases over \$50,000.00.

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to voluntarily participate in these Interlocal cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

0010662-700450

Available Budget

\$1,795,676.00

Purchase Amount

\$225,000.00

After Encumber

\$1,570,676.00

ACTION ALTERNATIVES:

N/A

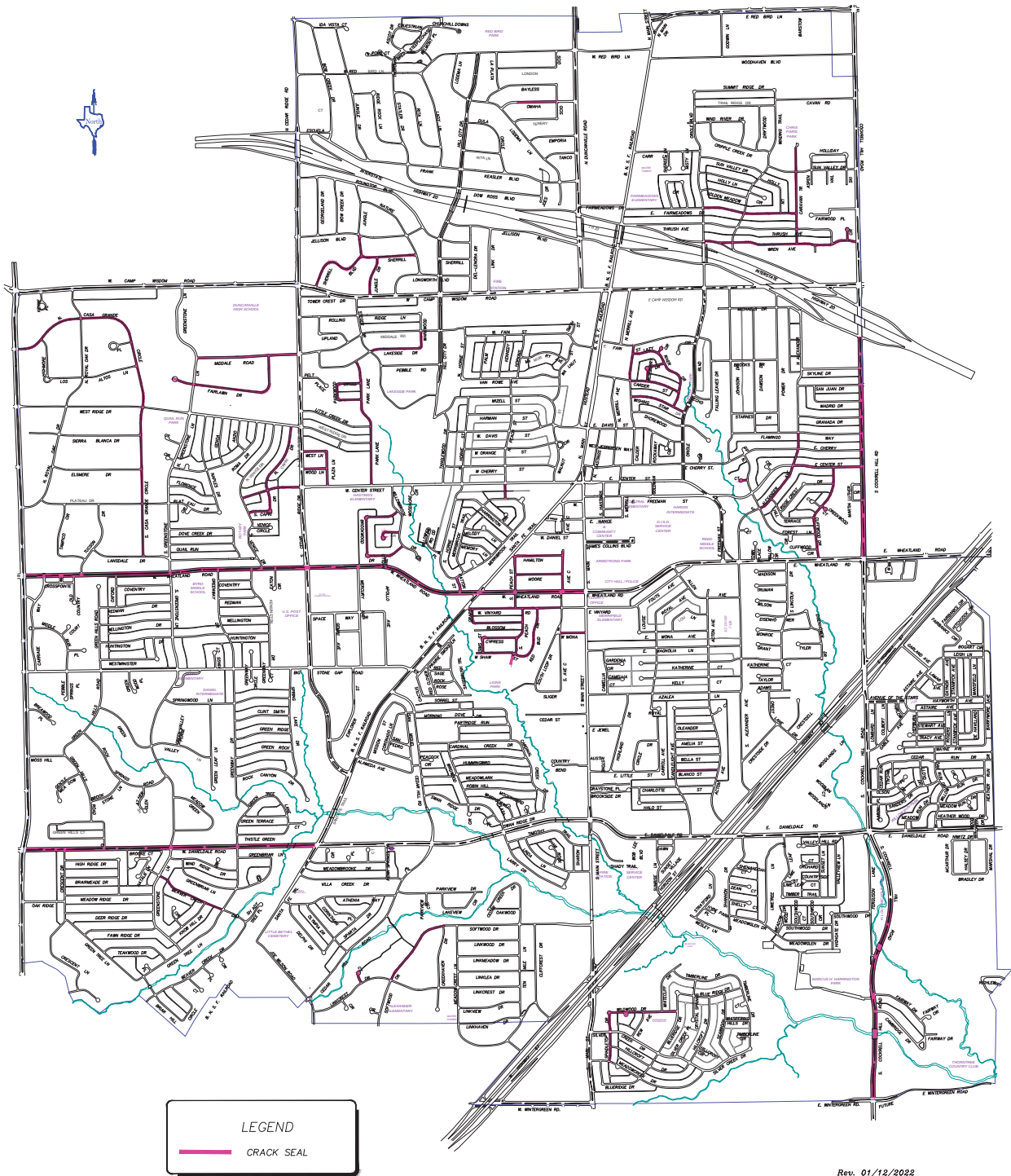
ATTACHMENTS:

[Attachment 1 - 2022-01-05 Crack Seal Map](#)

[Attachment 2 - Resolution No. 2022-001 FY 22 Crack Sealing with Curtco](#)

ATTACHMENT 1

Street Maintenance



RESOLUTION NO. 2022-001

A RESOLUTION AUTHORIZING PURCHASE FOR PAVEMENT CRACK AND JOINT SEALING SERVICES FROM CURTCO, INC. THROUGH THE CITY OF GRAND PRAIRIE CONTRACT #21186 FOR THE UNIT PRICES BID, WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$225,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to purchase pavement crack and joint sealing services to preserve City streets to maintain public infrastructure in the City of Duncanville; and

WHEREAS, the City of Duncanville has entered into a cooperative purchasing agreement with the City of Grand Prairie for products and services; and

WHEREAS, the City of Grand Prairie has taken competitive sealed bids and awarded contract #21186 for pavement crack and joint sealing services to Curtco, Inc.; and

WHEREAS, the City of Grand Prairie Contract #21186 is valid through August 31, 2022; and

WHEREAS, the City of Duncanville estimates that its purchases through the contract term will exceed \$50,000.00 and thus purchases through this contract require approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council approves the purchase of crack and joint sealing services from Curtco, Inc. through the City of Grand Prairie Cooperative Contract #21186 in accordance with its bid prices as set forth in the attached Exhibit A.

SECTION 2. The City Manager or designee is hereby authorized to issue the appropriate purchase order in the unit price bid in Exhibit A, with an estimated annual contract term expenditure of \$225,000.00

SECTION 3. This resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 18th day of January, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



Contract Coversheet

EXHIBIT A

Dept:* Purchasing

Contract ID: 21186

For: Public Works

Bid Number: 21119

Contact Name: Angi Mize

Contact Phone:* 8262

Contact Email:* amize@gptx.org

Vendor Name: Curtco, Inc.

Vendor Email: cwheatcraft@aol.com

Project Name: Pavement Crack & Joint Sealing (21119)

Summary: initial contract

Permanent Retention*

☐ Yes

☒ No

Contract Amount
\$ 2,810,000.00

Total Contract Amount over all terms
\$ 14,050,000.00

Account #

Work Order #

Dates

Implementation Date
9/1/2021

Termination Date
8/31/2022

Council Approval Date
8/17/2021

Contract Approvals

Department Manager:

Cathy Patrick

Date 8/27/2021

City Attorney Signature

CHUNG Q. PHUNG

Date 9/7/2021

City Manager Signature

EXHIBIT A

WILLIAM A. HILLS

Date 9/7/2021

City Secretary Signature

HL Galicia

Date 9/8/2021

EXHIBIT A

**CITY OF GRAND PRAIRIE
SERVICES PRICE AGREEMENT**

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY"), and **CURTCO, INC.** (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide pavement crack & joint sealing services per bid award resulting from VENDOR's response to RFB #21119, submitted by Curtis Wheatcraft, on July 8, 2021.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDORS bid to CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more, less, or none of the services depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be competent and fully qualified to do the work described in this Contract, the services performed shall be performed in a good and workmanlike manner, and the finished product shall be fit for the particular use(s) contemplated by this agreement.

EXHIBIT A

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$2,810,000.00 without additional approval. VENDOR'S invoices must be delivered to the attention of the department placing the order. The city will pay invoices as work is completed and within 30 days after receipt of an invoice or certification by the City that the work is performed in a good and workmanlike manner, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of September 1, 2021. No new orders shall be accepted, against this Contract term, after midnight on August 31, 2022. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

EXHIBIT A

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of the CITY, varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to the CITY must be mutually agreed upon by the CITY and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to the CITY of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by the CITY under this Contract shall be kept confidential and may not be made available to any individual or organization by the CITY without the prior written approval of the CITY except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

The CITY acknowledges that the CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. The CITY acknowledges that the CITY shall have copyright privileges to those notes, reports, documents, processes, and information.

The CITY shall provide the CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at the CITY expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, the CITY covenants and agrees that the CITY shall take all necessary actions to ensure, in connection with any work under this Contract, the CITY, the CITY'S associates, sub-vendors, and employees will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical or mental handicap, either directly or indirectly or through contractual or other arrangements. In this regard, the CITY shall keep, retain, and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract. The CITY verifies that it does not "boycott Israel" as that term is defined in Tex. Govt. Code §808.001 and will not boycott Israel during the term of this contract.

EXHIBIT A

XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the services it performs for CITY will be performed in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and VENDOR shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract.

EXHIBIT A

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures, and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. FIREARM AND AMMUNITION INDUSTRY CONTRACT VERIFICATION

VENDOR verifies that, in accordance with the terms defined in Section 2274.001 of the Texas Government Code, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association.

XX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas, without regard to any conflict of law rules.

EXHIBIT A

XXI. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:

City of Grand Prairie
ATTN: Angi Mize, Sr. Buyer/ Purchasing Division
300 Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8262 | Email purchasingfax@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: Dane Stovall, Public Works/Streets
1821 S SH161, Grand Prairie, TX 75052
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8256 | Email dstovall@gptx.org

VENDOR:

Curtco, Inc.
ATTN: Curtis Wheatcraft
6133 Hwy 27, Center Point, TX, 78010
Phone 830-634-3434 | Email cwheatcraft@aol.com

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

XXII. SEVERABILITY

In the event that any provision contained in this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

EXHIBIT A

XXIII. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

XXIV. WAIVER OF ATTORNEYS FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

XXV. NON-COLLUSION

VENDOR represents and warrants that VENDOR has not given, made, promised, or paid, nor offered to give, make, promise, or pay any gift, bonus, commission, money, or other consideration to any person as an inducement to or in order to obtain the work to be provided to the CITY under this Contract. VENDOR further agrees that VENDOR shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the CITY under this Contract) for any of the services performed by VENDOR under or related to this Contract. If any such gift, bonus, commission, money, or other consideration is received by or offered to VENDOR, VENDOR shall immediately report that fact to the CITY and, at the sole option of the CITY, the CITY may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to VENDOR under this Contract.

EXECUTED this the 26th day of August, 21.

CITY OF GRAND PRAIRIE, TEXAS

By: William C. Hill
Deputy City Manager

CURTCO, INC.

By: [Signature]
Printed
Name: CURTIS WHEATCRAFT
Title: PRESIDENT

ATTEST:

Mona Lisa Galicia
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

Megan Mahan City Attorney
Chuong Q. Phung, Assistant City Attorney

CONTRACT FOR PRICE AGREEMENT ~ RFB #21119
(City Standard Form—Revision June 2021)

Page 7 of 7

EXHIBIT A
Exhibit A



Dream Big ★ Play Hard

CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB # 21119 – Pavement Crack & Joint Sealing Services

DUE DATE: PRIOR TO 2PM July 16, 2021

DUE TO: Angi Mize, Sr. Buyer
Purchasing Division
www.publicpurchase.com
Grand Prairie, Texas 75050

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. EMAIL BIDS WILL NOT BE ACCEPTED.

EXHIBIT A

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EXHIBIT A

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received via www.PublicPurchase.com until **July 16, 2021**, at 2:00 PM, and publicly opened and read via teleconference for the purchase of the following:

BID # 21119 - Pavement Crack & Joint Sealing Services

Further information and specifications may be obtained at www.publicpurchase.com, www.gptx.org, or from the Purchasing division at (972) 237-8262.

The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Publish: June 23rd & June 30th, 2021

EXHIBIT A

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement crack and joint sealing services for the City of Grand Prairie Street Division. These services shall include but not limited to cleaning, prepping and sealing of joints and/or cracks on both asphalt and concrete streets. This contract will begin on or after September 1, 2021.

2. PAVEMENT CRACK SEALING REQUIREMENTS

- 2.1** All cracks shall be cleaned and dry before sealing.
- 2.2** Cracks that are 1/8 inch should be routed to 1/4 inch.
- 2.3** A backer rod equal to Cera-Rod (attachment A) shall be installed in cracks that are two (2) inches deep.
- 2.4** A backer rod shall be compressible, non-shrinking, non-absorbent material with a melting point higher than the temperature of the material.

3. PAVEMENT JOINT SEALING REQUIREMENTS

- 3.1** All joints shall be cleaned and dry before sealing.
- 3.2** All forging materials shall be removed before sealing.

4. PRODUCT INFORMATION

- 4.1** Material shall be Crafco, Inc. Polyflex Type 3 (attachment B). For the purpose of describing products required by the City of Grand Prairie, a brand name or City approved compatible specification shall be used. This is in no way meant to be restrictive. The city of Grand Prairie shall have the sole responsibility of determining approved compatibles. If you are submitting an equal or compatible product you must submit a sample and the specification by **July 12, 2021**, to be approved prior to bid opening. Please email specification sheet(s) to Manuel Alonzo, malonzo@gptx.org.

5. TRAFFIC CONTROL

- 5.1** The contractor shall provide construction and maintenance signs, construction lights, barricades, channelizing devices and flagmen as required to provide for the safety of the traveling public. These items shall be in accordance with the recommended practices of the latest version of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.) (<http://www.txdot.gov/government/enforcement/signage/tmutcd.html>).
- 5.2** Traffic control will be broken into the following two categories:
 - Residential: The contractor will be required to provide all traffic control on residential streets as part of the unit cost.
 - Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. Thoroughfare street work cannot begin prior to 8:45 am and must be clear by 4:30 pm unless prior written approval is given by city.
- 5.3** Construction signs shall not be removed from the project until approved by the city.
- 5.4** No street shall be closed except upon written authority from the city.
- 5.5** At the end of each day, the contractor shall prepare the work to the satisfaction of the city to ensure safe driving at night; and shall place temporary pavement markings and maintain it until the city has approved the final inspection.

EXHIBIT A

- 5.6 Contractor shall submit a traffic control plan for approval four (4) days prior to starting work at any location. All barricades, detour signs for total closure of the street, and all maintenance of signs and removals upon completion of project shall be in accordance with Texas M.U.T.C.D.
 - 5.7 All street work and closures will require a four (4) day notice to city so it may be publicized in the local paper as necessary.
 - 5.8 Contractor shall provide all temporary pavement marking as needed and placed before removal of barricades for the safety of public until permanent markings are installed by owner.
6. **WORKING HOURS**
- 6.1 No street, lane, or alley closures will be allowed on weekends or holidays (listed below) and working times are 7:00 am to 4:30 pm (except on major thoroughfares) Monday through Friday; except as herein written in specifications.
 - 6.2 Holidays
 - New Year's Day – January 1
 - Martin Luther King's Birthday – January 15
 - Memorial Day – Last Monday in May
 - Independence Day – July 4
 - Labor Day – First Monday in September
 - Thanksgiving – Fourth Thursday and Friday in November
 - Christmas – December 24th & 25th
7. **PAYMENT AND INVOICING**
- 7.1 **Payment** - The City will authorize payment upon satisfactory completion, inspection and acceptance by the City. Repair work found unacceptable by the City will be corrected at the Vendor's expense. All work will be performed in accordance with the outlined quote and purchase order furnished by the city. Vendors are subject to non-payment for any/all unauthorized repair/restoration work.
 - 7.2 **Invoicing** - The following requirement applies to all invoices. Invoices for parts and repair services must reference a purchase order number and have attached a copy of the matching estimate(s). The invoice should include the following:
 - Purchase Order number
 - Invoice number
 - Total Hours Charged
 - Contract rates
 - Original cost for parts & cost after mark-up
 - Total amount due

EXHIBIT A

8. VENDOR RESPONSIBILITIES

- 8.1 Supervision** – The Vendor shall, during all periods of contract performance, provide competent supervision of his employees to assure complete and satisfactory fulfillment of the work and the terms of this contract. The Vendor or a capable, fully authorized representative must be immediately available during all work activities to receive all special instructions from the City agent.
- 8.2 Defective Work and Damages** – The Vendor shall be wholly responsible for and shall promptly correct or restore all defective work or damages to any/all City facilities caused by its activities. Restoration and correction shall be to the complete satisfaction of the City. This shall apply to any part of a building, its appurtenances, the adjacent grounds, or any other tangible damage incurred in the performance of the Contract. Any damage will be immediately reported to the Fleet Services Manager or his agent. Failure by the Vendor to proceed promptly with corrective actions may be cause for cancellation of this contract with amount(s) necessary to correct defective work and/or damage being withheld from payments due or to become due to the Vendor.
- 8.3 Warranty** - The Vendor agrees to warrant all services performed (workmanship, parts, refinishing, etc.) for a minimum period of one (1) year from date of acceptance. Longer warranty periods will be viewed favorably.

9. VENDOR QUALIFICATIONS

- 9.1** Vendor must be engaged in the business of providing pavement crack and joint sealing services for a minimum of five years within the last seven years.
- 9.2** Vendor must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.
- 9.3** Vendor must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The Vendor shall choose references that illustrate the Vendor's ability, capacity, and skill to perform the contract as specified.

EXHIBIT A

10. SAFETY REQUIREMENTS

- 10.1** The Vendor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Vendor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.
- 10.2** Vendor will provide all required safety signage, barricades, and flashers/strobes.
- 10.3** All employees shall follow all applicable safety procedures, have appropriate fuel safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.
- 10.4** All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.
- 10.5** Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.
- 10.6** Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.
- 10.7** Vendor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, operating or removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered and operating equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

11. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Wednesday, June 23, 2021
Deadline for Questions	Monday, July 12, 2021
Responses to Questions	Tuesday, July 13, 2021
Deadline for Receipt of Bids	Friday, July 16, 2021
Council Date	Tuesday, August 3, 2021

12. CONTACT

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize at amize@gptx.org by 4:00 p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie's response to questions and requests for clarification will be posted to Public Purchase (www.publicpurchase.com)

EXHIBIT A

13. BID EVALUATION

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter any contract deemed to be in the best interest of the city.

14. EVALUATION CRITERIA

The following evaluation criteria will be utilized in the selection of a vendor:

	EVALUATION CRITERIA	POINTS
1	Cost	50
2	Qualifications	25
3	References	10
4	Past Experience with the City or other municipality	10
5	Local Business Presence	5
	TOTAL POSSIBLE	100

15. SUBMITTAL RESPONSE GUIDELINES

Vendor response to this Request for Bid shall include:

- 15.1** Completed and signed proposal check list.
- 15.2** Bid Pricing Form filled in with unit prices, extended prices, and total.
- 15.3** Questionnaire and References. References provided should be for similar work/projects with up to date contact information (phone and email).
- 15.4** Bid Affirmation form reviewed and signed.
- 15.5** Completed Historically Underutilized Business Questionnaire and Completed House Bill 89 Verification Form.

16. AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful Vendor will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

EXHIBIT A

GUIDE SPECIFICATION FOR NON-GASSING, HEAT RESISTANT BACKER ROD: CERA-ROD™ JOINT FILLER

SECTION 07 91 23 – BACKER RODS

BACKER ROD FOR COLD-APPLIED SEALANTS

Specifier Notes: This guide specification is written according to the Construction Specifications Institute (CSI) format. The section must be carefully reviewed and edited by the architect or engineer to meet the requirements of the project. Coordinate this section with other specification sections and the drawings.

Specifier Notes: CERA-ROD is a round, flexible, continuous-length, non-absorbent, non-gassing, non-staining and non-shrinking material extruded from a cross-linked polyethylene. Compression/deflection is approximately 8 psi (55.2 KPa) at 25% deflection.

CERA-ROD is used in joints or large cracks in Portland cement or asphalt concrete. It provides the correct sealant reservoir configuration, controls joint depth, and prevents sealant run-out through the bottom of the joint. CERA-ROD also acts as a bond-breaker to prevent bottom-side sealant adhesion. CERA-ROD can be used with cold- or hot-applied sealants. It will not melt, shrink, evaporate, or stain.

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Application of closed-cell foam backer rod.

1.02 RELATED SECTIONS

Specifier Notes: Edit the list of related sections as required for the project. List other sections dealing with work directly related to this section.

- A. Section 03 00 00 - Concrete.
- B. Section 32.12.16 – Asphalt Paving.
- C. Section 32.13.13 – Concrete Paving.
- C. Section 32 13 73 – Concrete Paving Joint Sealants.

1.03 REFERENCES

- A. ASTM D 5248 Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints

1.04 SUBMITTALS

- A. Comply with Section 01 33 00 - Submittal Procedures.
- B. Submit manufacturer's product data and application instructions.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Store materials in a clean, dry area in accordance with manufacturer's instructions.

Project Name 1/28/2016

07 91 23-1

Backer Rods

EXHIBIT A

- C. Protect materials during handling and application to prevent damage.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. W. R. MEADOWS, INC., P.O. Box 338, Hampshire, Illinois 60140-0338. (800) 342-5976. (847) 683-4500. Fax (847) 683-4544. Web Site www.wrmeadows.com.

2.02 MATERIALS

- A. Performance Based Specification: backer rod joint filler shall be flexible, lightweight, non-staining, polyethylene, and closed cell. It shall be a heat-resistant, chemical-resistant, ultraviolet-stable, non-absorbent, low density, compressible foam.
- B. Proprietary Based Specification: CERA-ROD backer rod by W. R. MEADOWS.

Specifier Notes: Specify the diameter of the backer rod based on pavement joint width. Select backer rod with diameter 1/8" larger than the width of the joint for joint widths up to 3/4". For joints 3/4" and larger, add 1/4" to diameter rod selection.

1. Diameter: [3/8 inch] [1/2 inch] [5/8 inch] [7/8 inch] [1 inch] [1 1/4 inch] 1 1/2 inch] [2 inch] ([9.5 mm] [12.7 mm] [15.9 mm] [22.2 mm] [25.4 mm] [31.8 mm] [38.1 mm] [50.8 mm]).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive backer rod. Notify architect if areas are not acceptable. Do not begin application until unacceptable conditions have been corrected.

3.02 APPLICATION

- A. Install backer rod in accordance with manufacturer's instructions.
- B. Ensure joint or opening is clean, dry, and free of obstructions.
- C. Select backer rod with diameter 1/8" larger than the width of the joint for joint widths up to 3/4".
- D. For joints 3/4" and larger, add 1/4" to diameter rod selection.
- E. Uniformly install backer rod with a single-wheeled or three-wheeled roller.
- F. Seal the concrete with compatible joint sealant.

3.03 PROTECTION

- A. Protect pavement joint sealant from traffic until fully cured.

END OF SECTION

Project Name 1/28/2016

07 91 23-1

Backer Rods

EXHIBIT A



SAFETY DATA SHEET

Page 1 of 2

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION					
Product:	CERA-ROD™ HEAT RESISTANT BACKER ROD			Part Number:	4680500
Manufacturer:	W. R. Meadows®, Inc.			Address:	300 Industrial Drive Hampshire, Illinois 60140
Telephone:	(847) 214-2100			In case of emergency, dial	(800) 424-9300 (CHEMTREC)
Revision Date:	9/9/2014				
Product Use:	Backer Rod				
SECTION 2: HAZARDS IDENTIFICATION/EXPOSURE LIMITS					
HMIS					
Health	0				
Flammability	0				
Reactivity	0				
Personal Protection	1				
Product is classified as non-hazardous per OSHA 1910.1200. Ceramar is defined by OSHA as an "article," a manufactured item that is formed to a specific shape or design during manufacture that does not release or result in exposure to a hazardous chemical under normal use conditions.					
SECTION 3: HAZARDS COMPONENTS					
Chemical Name:	CAS Number	% by Weight	SARA 313	Vapor Pressure (mm Hg@20°C)	LEL (@24°C)
1. None					
Under the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1966 (SARA) and 40 CFR Part 372, chemicals listed on the 313 List (40 CFR Part 373.65) are identified under the heading "SARA 313."					
SECTION 4: EMERGENCY AND FIRST AID PROCEDURES					
EYE CONTACT: Flush eyes with water to remove particles.					
SKIN CONTACT: Flush with water to remove particles. Wash affected areas with soap and water if available.					
INHALATION: Not expected to be an exposure route.					
INGESTION: Not expected to be an exposure source.					
SECTION 5: FIRE AND EXPLOSIVES HAZARDS					
FLASHPOINT: Not Applicable					
EXTINGUISHING MEDIA: Water fog, foam, dry chemical.					
CHEMICAL/COMBUSTION HAZARDS: Carbon monoxide, carbon dioxide, and incomplete combustion products.					
PRECAUTIONS/PERSONAL PROTECTIVE EQUIPMENT: Avoid smoke inhalation. Use appropriate respiratory protection.					
SECTION 6: ACCIDENTAL RELEASE MEASURES					
SPILL OR LEAK PROCEDURES: Not applicable. Product is a solid.					
SECTION 7: HANDLING AND STORAGE					
SAFE HANDLING PROCEDURES: No special requirements.					
SAFE STORAGE: None.					
SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION					
Chemical Name:	PEL	OSHA PEL/CEILING	PEL/STEL	SKIN	TLV
1. None					
ENGINEERING CONTROLS: None required under normal use conditions.					
PERSONAL PROTECTIVE EQUIPMENT: None required under normal conditions of use.					
SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES					
BOILING POINT: N/A	VAPOR DENSITY: N/A	% VOLATILE BY VOLUME: N/A			
EVAPORATION RATE: N/A	pH LEVEL: N/A	% VOLATILE BY WEIGHT: N/A			
WEIGHT PER GALLON: N/A	PRODUCT APPEARANCE: Red solid	VOC CONTENT: N/A			
SECTION 10: STABILITY/REACTIVITY					
STABILITY: Stable. HAZARDOUS POLYMERIZATION: Will not occur.					
CONDITIONS AND MATERIALS TO AVOID: None recognized.					
HAZARDOUS DECOMPOSITION PRODUCTS: None recognized.					
SECTION 11: TOXICOLOGICAL INFORMATION					
EYE CONTACT: Direct contact may cause mechanical irritation.					
SKIN CONTACT: Direct contact may cause slight mechanical skin irritation.					
INHALATION: Not anticipated to be an exposure route.					
INGESTION: Not anticipated to be an exposure route.					
SIGNS AND SYMPTOMS: Symptoms of eye irritation include tearing, reddening, and swelling. Symptoms of skin irritation include redness and swelling. Gastrointestinal irritation symptoms include nausea, vomiting, and abdominal discomfort.					
AGGRAVATED MEDICAL CONDITIONS: None recognized.					
OTHER HEALTH EFFECTS: None recognized.					

EXHIBIT A

SAFETY DATA SHEET		
Date of Preparation: 9/9/14	Page 2 of 2	4680500
SECTION 12: ECOLOGICAL INFORMATION		
ECOTOXICITY: N/E	DEGRADABILITY: N/E	BIOACCUMULATIVE POTENTIAL: N/E
SOIL MOBILITY: N/E	OTHER ADVERSE EFFECTS: None Recognized	
SECTION 13: WASTE DISPOSAL INFORMATION		
WASTE DISPOSAL INFORMATION: Product is classified as a non-hazardous waste.		
SECTION 14: TRANSPORTATION INFORMATION		
HAZARDOUS/NON-HAZARDOUS MATERIAL: Not regulated by DOT.		
UN NUMBER: None	HAZARD CLASS: N/A	PACKING GROUP: N/A
UN PROPER SHIPPING NAME: N/A		
ENVIRONMENTAL HAZARDS: None recognized.		
BULK TRANSPORTATION INFORMATION: None.		
SPECIAL PRECAUTIONS: None.		
SECTION 15: REGULATORY INFORMATION		
OTHER REGULATORY CONSIDERATIONS: None recognized.		
SECTION 16: OTHER INFORMATION		
PREPARATION DATE:	9/9/2014	
PREPARED BY:	Dave Carey	

The information contained herein is based on the data available to us and is believed to be correct. However, we make no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. We assume no responsibility for injury from the use of this product described herein.

EXHIBIT A



420 N. Roosevelt Ave. • Chandler AZ 85226
1-800-528-8242 • (602) 276-0406 • FAX (480) 561-0513
www.crafco.com

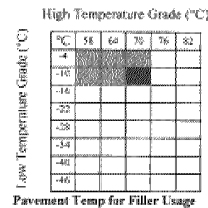
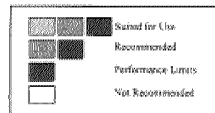
PRODUCT DATA SHEET
POLYFLEX TYPE 3
PART NO. 34521

MARCH 2009

READ BEFORE USING THIS PRODUCT

GENERAL Crafco PolyFlex Type 3 is a hot-applied, asphalt based product used to fill cracks and joints in asphalt and portland cement concrete pavements in warm to hot climates. PolyFlex Type 3 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow and pick-up at summer temperatures. Polyflex Type 3 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature, PolyFlex Type 3 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 3 is formulated as an economical yet effective pavement maintenance crack filler product. Compared to products based on reclaimed rubber, PolyFlex Type 3 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set-up times and improved low temperature flexibility. Polyflex Type 3 has been a quality Crafco product for 20 years. Several states have adopted specifications based on the performance of Polyflex Type 3. VOC = 0 g/l.

USAGE GUIDELINES PolyFlex Type 3 pavement temperature performance limits are 70-10 for crack filling. Usage recommendations are shown in Crafco pavement temperature grade charts shown at the right. Refer to Crafco Product Selection Procedures to determine sealant or filler use and pavement temperature grades.



SPECIFICATION CONFORMANCE The Crafco recommended specification limits for PolyFlex Type 3 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

Test	Recommended Specification
Cone Penetration (ASTM D5329)	20-40
Resilience (ASTM D5329)	30% min.
Softening Point (ASTM D36)	210°F (99°C) min.
Ductility, 77F (25C) (ASTM D113)	30 cm min.
Flexibility (ASTM D3111 Modified)	Pass at 30°F (-1°C)
Flow 140°F (60°C) (ASTM D5329)	3 mm max.
Brookfield Viscosity, 400°F (204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min.
Tensile Adhesion (ASTM D5329)	400% min.
Maximum Heating Temperature	400°F (204°C)
Minimum Application Temperature	380°F (193°C)

INSTALLATION The unit weight of Crafco PolyFlex Type 3 is 10.0 lbs. per gallon (1.20 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm²) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

WARRANTY CRAFTCO, Inc. warrants that CRAFTCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. For optimum performance, follow Crafco recommendations for product installation.

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EXHIBIT A

SOLICITATION STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** These standard terms apply to all solicitations.
2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The City also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the City.
3. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made based on this statement.
5. **F.O.B.:** All shipping shall be F.O.B. Destination.
6. **COOPERATIVE/INTERLOCAL PURCHASING:** If the vendor checked yes on the submittal affirmation form to allow for Interlocal Purchasing the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under this contract (s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Grand Prairie will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Grand Prairie will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their goods and services as needed.
7. **SPLIT AWARD:** The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
8. **WITHDRAWAL OF RESPONSE TO SOLICITATION:** A response may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date designated for the receipt without approval by the City.
9. **ERROR-QUANTITY:** Submittals must be made on units of quantity specified, extend, and show total(s). In the event of discrepancies in extension, the unit price shall govern.
10. **LATE SUBMITTALS:** Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.
11. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. **TAX MUST NOT BE INCLUDED IN PRICING.** Tax exemption certificates will be executed by the City and furnished upon request.
12. **ADDENDA:** Any interpretations, corrections or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.
13. **PROTEST:** Protests shall be submitted in writing and filed with the Purchasing Division no less than three business days prior to the City Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and City Attorney in accordance with the City Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the City Council. Protesting vendors must contact the City Secretary in order to be acknowledged and heard by City Council at the first available Council meeting.
14. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
15. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
16. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for Oct. 1 to Sept. 30. The City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
17. **ASSIGNMENT:** Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the City.
18. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.
19. **RIGHT OF REVIEW:** Vendor covenants and agrees that the City, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.
20. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
21. **STANDARD WARRANTY:** Standard manufacturer's warranty shall be provided and submitted to the City of Grand Prairie upon request.
22. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
23. **ORDERS AND INVOICING:** A Purchase Order Number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email.

EXHIBIT A

- 24. CONFLICT OF INTEREST:** The successful vendor hereby covenants and agrees that during the Contract period that vendor and any of vendor's associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by vendor pursuant to this Contract will be conducted by employees or associates of vendor. Vendor further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the City from having any financial interest, either direct or indirect, in any business transaction with the City. Any violation of this paragraph which occurred with the actual or constructive knowledge of vendor will render this contract voidable by the City.
- a. **FORM CIQ** – is required when a conflict exists in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. This form may be obtained from the Texas Ethics Commission's website.
- 25. CONFIDENTIAL WORK:** Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by vendor under this contract shall be kept confidential and may not be made available to any individual or organization by vendor without the prior written approval of the City except as may be required by law.
- 26. WARRANTY, HOLD HARMLESS, AND INDEMNITY:** Vendor warrants that the commodities it delivers to the City shall be delivered in a good and workmanlike manner, and that any items delivered to the City under this contract will be fit for the particular purpose for which it was furnished. Vendor shall defend, indemnify, and hold the City whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of vendor's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of vendor or any representative, agent, employee, or servant of the City. If an item is covered by a manufacturer's warranty, it is the responsibility of the vendor to obtain the information for City and to get the manufacturer to honor the warranty.
- 27. PROPRIETARY INFORMATION:** Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted under the Open Records Act.
- 28. WAIVER OF ATTORNEYS FEES:** Vendor and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.
- 29. CHANGE ORDERS:** No Oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.
- 30. TERMINATION:** The City may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate the right for vendor to accept further orders under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to vendor with the understanding that no further orders may be accepted after the date specified in such notice. The City shall equitably compensate vendor, in accordance with the terms of this Contract for the commodities properly ordered prior to the date specified in such notice following inspection and acceptance of same by the City. Vendor shall not, however, be entitled to lost or anticipated profits should the City choose to exercise its option to terminate.
- 31. TERMINATION FOR DEFAULT:** The CITY reserves the right to enforce the performance of this purchase order in any manner prescribed by law or deemed to be in the best interest of the CITY in the event of breach or default. The CITY reserves the right to terminate the purchase order immediately in the event the VENDOR fails to: (1) meet delivery schedules, or (2) otherwise perform in accordance with this contract and incorporated documents. Breach of contract or default authorizes the CITY to award to another VENDOR, purchase elsewhere and charge the full increase in cost and handling to the defaulting VENDOR.
- 32. PERFORMANCE OF WORK:** Vendor or vendor's associates and employees shall perform all the work called for in this Contract. Vendor hereby covenants and agrees that all of vendor's associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.
- 33. OWNERSHIP OF DOCUMENTS:** VENDOR acknowledges that City owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. Vendor acknowledges that City shall have copyright privileges to those notes, reports, documents, processes and information. Vendor shall provide City a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at City expense upon written request.

EXHIBIT A

34. **PRICE REDETERMINATION:** Price redetermination shall only be considered by the City forty-five (45) days prior to the anniversary date of the initial contract award and subsequent renewals. Price redetermination requests must be substantiated in writing. The City of Grand Prairie reserves the right to reject the request when it is deemed to be in the best interest of the City.
35. **DRUG FREE WORKPLACE:** VENDOR hereby covenants and agrees that during the contract period that VENDOR and any of VENDOR's associates and employees shall follow the CITY'S drug free workplace policy.
36. **INSPECTION:** All goods and services will be subject to inspection and testing by CITY prior to acceptance. Goods rejected and goods supplied in excess of quantities ordered may be returned to the VENDOR at its expense. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this purchase order, including any applicable drawings and specifications, then CITY, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at VENDOR's expense, require VENDOR to inspect the goods and remove nonconforming goods and/or require VENDOR to replace nonconforming goods or services with conforming goods or services.
37. **PACKAGING:** All goods must be packaged in the manner as specified by CITY and shipped in the manner and by the route and carrier designated by CITY. If CITY does not specify the way the goods must be packaged, VENDOR shall package the goods to avoid any damage in transit. If CITY does not specify the manner of shipment, route or carrier, VENDOR shall ship the goods at the lowest possible transportation rates, consistent with VENDOR's obligation to meet the delivery schedule set forth in this Order.
38. **AUDIT:** the CITY reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.
39. **INSURANCE:** Prior to the commencement of work under this Contract, vendor shall obtain and shall continue to maintain in full force and effect during the term of this Contract any insurance required by Law and any additional insurance that may be required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A" or better in the current Best Key Rating Guide. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Contractor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the city of Grand Prairie "shall be included" on all types of coverages.
- TYPE AMOUNT
- a. Workers' Compensation Statutory
 - b. Employer's Liability \$1,000,000
 - c. Comprehensive General Liability \$1,000,000 (Combined Single Limit)
 - d. Premises Operations
 - e. Products Operations Hazard
 - f. Contractual Insurance Comprehensive Automobile Liability \$1,000,000 (Combined Single Limit)
40. **HB 1295 FORM:** At time of contract execution vendor must provide a signed HB 1295 Form received directly from the State of Texas.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
41. **CONTRACT EXECUTION AND START DATE:** The awarded vendor will have ten calendar days after receiving the notice of award to return the executed contract, certificate of insurance, HB 1295 form, and vendor setup packet (when applicable). The CITY reserves the right to terminate the contract immediately, place the VENDOR on the City's debarred vendor list, and award to another VENDOR in the event the VENDOR fails to return the required documents by the indicated time. After documentation is received by the City a notice to proceed or purchase order will be issued. The vendor will have up to five calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.
42. **STORMWATER REQUIREMENTS:** The Contractor shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution in accordance with the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).
43. **LOCAL PREFERENCE:** Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible bidder, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. *Application for Local Bidder Preference must be submitted with bid to be considered by the City of Grand Prairie.* If your principal place of business is within the Grand Prairie city limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, included with your Application for Local Bidder Preference.

EXHIBIT A

SUBMITTAL FORMS

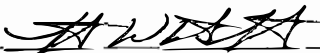
EXHIBIT A

SUBMITTAL CHECK LIST – Company Name Curteo, Inc.

Interested parties MUST submit responses online through www.publicpurchase.com. Response must include all the following items listed below for consideration. Please contact vendorsupport@publicpurchase.com for any issues in responding. The submission should be in the order stated below.

DOCUMENT	ATTACHED
1 Submittal Check List	☒
2 Bid Pricing	☒
3 Questionnaire & References	☒
4 Submittal Affirmation	☒
5 HUB Questionnaire and House Bill 89 Verification	☒

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.


Authorized Signature

PRESIDENT
Title

Curtis Whontcraft
Print/Type Name

7-8-21
Date

#21119 Pavement Crack & Joint Sealing Srv

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EXHIBIT A

QUESTIONNAIRE

All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the City in understanding your submittal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your submittal.

GENERAL CONTACT INFORMATION			
Primary Contact:	Curtis Wheatcraft		Title: President
Vendor Name:	Curtco, Inc		
Vendor Address:	6133 Hwy 27		
City:	Antea Point	State:	Tx Zip: 78010
Phone:	(830) 634-3434	Fax:	(830) 634-3435
Email:	cwheatcraft@aol.com	Tax ID:	74-2728472

Provide at Least 3 References, including contact name, agency name, title, phone number and email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal.

REFERENCE #1	
Reference Name:	Manuel Alonzo Title: Operations Supervisor
Reference Organization:	City of Grand Prairie
Project Title:	Crack Sealing
Email:	malonzo@gptx.org Phone: (972) 237-2530

REFERENCE #2	
Reference Name:	Phillip Thomas Title: Street Superintendent
Reference Organization:	City of Farmers Branch
Project Title:	Crack Sealing
Email:	phillip.thomas@farmersbranch.tx.gov Phone: (972) 919-2615

REFERENCE #3	
Reference Name:	James Brown Title: Street Dept. Field Sup.
Reference Organization:	City of Duncanville
Project Title:	
Email:	jbrown@duncanville.com Phone: (972) 780-4947

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EXHIBIT A

EXPERIENCE			
How many years has your company been involved in providing these types of commodities or services?			
Years:	27	Months:	-
Do you have a corporate office, branch office or warehouse located in the Grand Prairie city limits? (5 points)		Yes ☐	No ☒
Address if different from above:			
Please list all government entities your firm has worked with in the past three (3) years:			
City of Grand Prairie		City of Farmers Branch	
City of Denton		City of Fort Worth	
City of Frisco		City of Hickory Creek	
City of Weatherford		City of Plano	
City of Bedford		City of Mansfield	
Collin County		City of Duncanville	

BILLING			
What is the timeframe an invoice should be expected after services/commodities are delivered?			
Days	10	Weeks	Months
Briefly explain how your business maintains and executes a service schedule for various locations:			

#21119 Pavement Crack & Joint Sealing Srv

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EXHIBIT A

LEGAL INFORMATION			
Has your firm failed to complete a contract?	Yes	No	☒
<i>If yes, please identify the project and date:</i>			
N/A			
Do you have any litigation issues pending in the last three (3) years?	Yes	No	☒
<i>If yes, please explain:</i>			
N/A			
Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?	Yes	No	☒
<i>If yes, please explain:</i>			
N/A			

#21119 Pavement Crack & Joint Sealing Srv

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EXHIBIT A

SUBMITTAL AFFIRMATION FORM FORM AND ADDENDA ACKNOWLEDGEMENT This will acknowledge your submittal contains all items and receipt of the following addenda which are part of the solicitation documents: All items identified in Submittal Checklist have been submitted Addendum No. _____	
INTERLOCAL PURCHASING Should other Government entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply: Yes ☒ No ☐	
OTHER CONDITIONS The undersigned agrees to the following: A. Agrees that the submittal is complete and <u>all</u> required information/forms were submitted. B. Agrees that the bid package was fully reviewed and fully understands the requirements. C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions. D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time. E. Will supply all required insurance, and execute contract within the time stated on the notice of award. F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of	
SUBMITTAL CERTIFICATION <i>By my signature I affirm that I am duly authorized to execute this proposal as an offer to contract and in compliance with this solicitation, the undersigned firm having examined the specifications, and being familiar with the conditions to be met, hereby submits a proposal for consideration of being selected as COGP 's provider for said services; and agrees to enter into negotiations if selected as a finalist for said services.</i>	

Curtis Wheatcraft
Authorized Signature

PRES.
Title

Curtis Wheatcraft
Print/Type Name

7.8.21
Date

#21119 Pavement Crack & Joint Sealing Srv

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EXHIBIT A

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

1. Is your business a certified historically underutilized business (HUB) or Disadvantaged Business Enterprise (DBE)?

☒ No

☐ Yes; and certifying agency: _____

If you answered in the affirmative, please include a copy of my certification as an attachment to your proposal.

HOUSE BILL 89 VERIFICATION

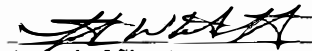
I hereby verify that the company named in this submittal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.01, 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 Israel-controlled territory, but does not include an action made for 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.

By my signature I affirm the information provided in this submittal is accurate to the best of my knowledge.


Authorized Signature

PRES.
Title

Curtis Wheatcraft
Print/Type Name

7-8-21
Date

EXHIBIT A

Pavement Crack & Joint Sealing Service		Vendor:	CARTCO INC	
BID SHEET ~ RFB #21119		Contact:	CHRIS WHEATERAFT	
<u>All prices shall include any and all delivery fees, including but not limited to freight, fuel surcharge, and environmental fees</u>		Email:	cwheateraft@aol.com	
		Phone:	830-634-3434	
		City/State:	CENTER POINT, TX 75010	
DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED
1 Routing and Seal Crack Concrete	500,000	LF	\$1.40	\$700,000. ⁰⁰
2 Routing and Seal Crack Asphalt	500,000	LF	\$1.40	\$700,000. ⁰⁰
3 Joint Sealing Services	500,000	LF	\$1.40	\$700,000. ⁰⁰
4 Crack Sealing Services	500,000	LF	\$0.42	\$210,000. ⁰⁰
5 Dust Control	500,000	LF	\$1.00	\$500,000. ⁰⁰
TOTAL				\$2,810,000.⁰⁰

EXHIBIT A

BID PRICING

DESCRIPTION		QTY	LOM	UNIT PRICE	EXTENDED
1	Crack Sealing Services	900,000	LF	N/A	N/A
2	Joint Sealing Services	138,000	LF	N/A	N/A
TOTAL					N/A

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Curteo, Inc
Vendor Name

[Signature]
Authorized Signature

PRES.
Title

Curtis Wheatcraft
Print/Type Name

7-8-21
Date

#21119 Pavement Crack & Joint Sealing Srv

19

EXHIBIT A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-109976

Date Filed:
09/09/2016

Date Acknowledged:

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

Curtco, Inc
Center Point, TX United States

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

City of Grand Prairie

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

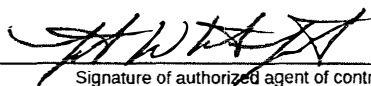
RFB#16133
Crack and Joint Sealing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wheatcraft, Curtis	Center Point, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Curtis Wheatcraft, this the 9th day of September, 20 16, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Carla Edmiston
Printed name of officer administering oath

Office Manager
Title of officer administering oath

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CURTIN1

OP ID: KH

CERTIFICATE OF LIABILITY INSURANCE

 EXHIBIT A
 DATE (MM/DD/YYYY)
 03/12/2021

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

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

PRODUCER Insurance Concepts of San Antonio, Inc. 11120 Wurzbach, Suite 201 San Antonio, TX 78230-2426 Lana Sund		210-691-0067 CONTACT NAME: Kim Huoni PHONE (A/C, No, Ext): 210-691-0067 FAX (A/C, No): 210-691-2629 E-MAIL ADDRESS: kim@insuranceconcepts-sa.com	
INSURED Curtco, Inc. 6133 Hwy 27 Center Point, TX 78010-5596		INSURER(S) AFFORDING COVERAGE INSURER A: Addison Insurance Company INSURER B: United Fire Lloyds INSURER C: Texas Mutual Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 10324 43559 22945	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	60424006	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	12308290	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$			60424006	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A ☒	0001152369	01/01/2021	01/01/2022	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: RFB #16133 - Crack & Joint Sealing Service
 See attached endorsements that provide automatic Additional Insured and Waiver of Subrogation provisions when required by written and executed contract: CG 7208 7/17, CA 7109 1/17 and WC 42 03 04 B.

CERTIFICATE HOLDER

GRANPR1

City of Grand Prairie
 PO Box 534045
 Grand Prairie, TX 75053-4045

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CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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EXHIBIT A
CG 72 08 07 17

TEXAS - EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES
This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage – Borrowed Equipment
- * Property Damage Liability – Elevators
- * Coverage D – Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E – Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate – \$500 Deductible
- * Coverage F – Electronic Data Liability Coverage – \$50,000
- * Coverage G – Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate – \$1,000 Deductible
- * Coverage H – Water Damage Legal Liability – \$25,000
- * Coverage I – Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program – Limited Coverage
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations – extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- * Contractors Blanket Additional Insured – Products – Completed Operations Coverage – Including Upstream Parties
- * Automatic Additional Insured – Vendors
- * Automatic Additional Insured – Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured – Managers or Lessor of Premises
- * Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations
- * Additional Insured – Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only – Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured – Employee Injury to Another Employee
- * Automatically included – Aggregate Limits of Insurance (per location)
- * Automatically included – Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence – Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * “Insured Contract” redefined for Limited Railroad Contractual Liability
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 14 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

EXHIBIT A
CG 72 08 07 17

C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended:

1. To read SUPPLEMENTARY PAYMENTS

2. Bail Bonds

Item 1.b. is amended as follows:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item 1.d. is amended as follows:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II – WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item 3.a. is deleted and replaced by the following :

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

- (2) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured – Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;

- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

- 1. Your acts or omissions; or

- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- 1. Only applies to the extent permitted by law; and

EXHIBIT A
CG 72 08 07 17

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to:
 1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:
This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

EXHIBIT A
CG 72 08 07 17

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1).**(a) is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

1. Condition **(5) of 2.c.**

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

10. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

11. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

12. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

13. The following conditions are added in regard to **Coverage G – Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

EXHIBIT A

COMMERCIAL AUTO

CA 71 09 01 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Borrowed Auto Physical Damage	6
Mental Anguish	7
Extended Cancellation Condition	7

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

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EXHIBIT A

(Temporary Substitute Auto Physical Damage)**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

SECTION I – COVERED AUTOS, paragraph **C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos** is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance**.

For any covered "auto" you own this Coverage Form provides primary coverage.

EXHIBIT A

(Amended Duties in the Event of Accident, Claim, Suit or Loss)**I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph 2. **Duties In The Event of Accident, Suit or Loss:**

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)**J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)**K. UNINTENTIONAL FAILURE TO DISCLOSE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)**L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph 5.b. is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
 - (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"
- (2) **Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

 - (a) \$75,000 per accident, or
 - (b) actual cash value at the time of loss, or
 - (c) cost of repair.



EXHIBIT A

**WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY**

WC 42 03 04 B
Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 1/1/21 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001152369 of Texas Mutual Insurance Company effective on 1/1/21

Issued to: CURTCO INC

This is not a bill

Authorized representative

NCCI Carrier Code: 29939
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12/30/20

1 of 1

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

WC 42 03 04 B



STAFF REPORT

MEETING: City Council - 18 Jan 2022

TITLE:

Consider a Resolution authorizing the purchase of a backhoe from South Star JCB through Sourcewell Contract #040319-JCB in the expenditure amount of \$111,850.00.

FY 2022 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Managing Director for Public Works
Asa Low, III, Equipment Services Superintendent
Omotayo Sokale, Purchasing Manager

BACKGROUND/HISTORY:

The Equipment Services Division of the Public Works Department reviews the Fleet Rotation Schedule annually to determine which vehicles have reached their useful life and which vehicles need to be replaced. Factors used in reaching this determination are age, miles/hours, and maintenance requirements. Following this determination, a meeting is held with the various departments and City Manager to discuss the vehicles on the rotation schedule, and a joint decision of vehicle replacement is decided in this meeting with funds allocated in the next year's budget.

The unit to be replaced is a 2005 Case Model 590SM loader/backhoe with approximately 1,764 hours. This unit is experiencing engine problems and is at the end of its serviceable life with the City. This unit will be auctioned with the proceeds being returned to the Fleet Rotation Fund.

During the FY21-22 budget process, the City Council allocated \$130,000.00 from the Fleet Replacement Revolving Fund toward the replacement of a utility loader/backhoe that has reached its useful life. The unit purchased will be a JCB Model 3CX 15HFCE loader/backhoe that will be specifically used by Utilities Division crews for waterline repair projects.

POLICY EXPLANATION:

Council approval is required for purchases over \$50,000.00.

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for the purchase of the item. Sourcewell contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

016-700885

Available Budget

\$130,000.00

Purchase Amount

\$111,850.00

After Encumber

\$18,150.00

ATTACHMENTS:

[Attachment 1 - JCB City of Duncanville 3CX15 Super Quote](#)

[Attachment 2 - Resolution No. 2022-007 - South Star JCB Backhoe](#)

ATTACHMENT 1



Product Quotation

**Prepared For:
Asa Low**

**City of Duncanville
Duncanville TX 75137**



**Prepared By:
Matt Lee
South Star Ft. Worth
Ft. Worth Texas 76106
mobile:**

Image is for indicative purpose only and may not represent exact equipment being quoted

ATTACHMENT 1



Standard Equipment

Standard Equipment and Features & Benefits related to this product are subject to change without notice

HYDRAULIC SYSTEM	Open center system, variable displacement piston pump, engine driven, 44 gpm at 3650 psi. Separate oil reservoir not shared with other systems, externally mounted to mainframe for ground level servicing. Abrasion protection of valve to boom hoses. Hoses have burst pressure of 4 times working pressure. Structural steel pipes to withstand minor impacts. Auto Idle reduces engine speed when no hydraulic functions are requested.
SAFETY and SECURITY	Two post Roll Over Protective Structure (ROPS), Falling Objects Protective Structure (FOPS) and retractable seat belt. Equipped with independent park brake and loader service strut. Rear boom lock activated from operator's compartment; boom swing lock. Vandalism protection with key lock-able cab, hydraulic fill, fuel cap. All locks with the exception of the Diesel Exhaust Fluid (DEF) tank operate with ignition key. Front and rear horn buttons. Automatic backup alarm.
ENGINE	109 HP Gross, turbocharged, water-cooled, 4 cylinder, direct injection diesel. Tier 4 Final compliant engine with Selective Catalytic Reduction (SCR) and 5 gallon DEF tank. Hand and foot throttle. SelectiveFull flow pressure engineoil lubrication with spin on filter cartridge. Air to fluid coolers. Separately serviceable radiator, hydraulic and transmission oil coolers. Two stage fuel filtering system utilizing a water/sediment separator and spin-on type filter element. Dual element air filter, dry type with cleanable outer element, replaceable inner element and under hood pre-cleaner.
TRANSMISSION	Separate unit mounted to engine containing torque converter and all transmission components. Pressure lubrication with spin on filter. Electrically operated Fwd / Rev lever on steering column. Electrically operated transmission. disconnect on gear shift and loader levers. Powershift gear selection with 4 Fwd / 4 Rev speeds.
FRONT AXLE	4WD - Industrial duty JCB Max-Trac torque proportioning, outboard Planetary reduction axle, 4WD shift-on-the-go; steering cylinderrinder located behind front axle.
REAR AXLE	Separate, rigidly mounted to mainframe and connected to transmission via drive shaft. Heavy duty double reduction, outboard Planetary gear final reduction. Limited slip differential to provide auto-matic equalization of wheel spin under conditions of unequal footing.
BRAKES	Sealed wet multiple disc. Brake pedals can be independently operated or locked together. Power assisted, hydraulic brakes. Independent over center actuation, park brake. Transmission shifts to neutral when park brake is activated. 4 wheel braking in 2 wheel drive activated by switch.
STEERING	Hydrostatic power, with priority valve. Three steering wheel turns (lock to lock). Unbraked turning circle - 26 ft 5 in.
BACKHOE AND MAINFRAME	Unitized, one piece heavy duty mainframe with integral backhoe. Sealed swing post pins and swing cylinderrinder pins, 2 in top and bottom rear frame plates (centermount). Fabricated boom and dipper. SAE maximum dig depth: Extradig dipper - 16 ft 3 in - 20 ft 1 in. EasyControl backhoe controls. Fabricated stabilizer legs with anti-drift valves. 11,000 lbs lifting hook as standard.



ATTACHMENT 1



Standard Equipment

LOADER

Equipped with integrally mounted front end loader using two lift cylinderinders and two bucket dump cylinderinders. Parallel lift standard during loader raise and lower functions. Dump height: 9 ft 0 in. Bucket return-to-dig and third spool loader valve standard. Dump reach at full height - 32 in. Auto Smooth Ride System (AutoSRS). Front bumper protection fitted as standard.

ELECTRICAL SYSTEM

12 volt system with 150 amp alternator Standard Wiring harness and outside cab connectors meet IP69 standard for protection against ingress of dust, and pressure spray of 4.23 gpm at 1450 psi. Inside cab connectors meet IP67 standard for protection against ingress of dust, and water when submerged. Single, maintenance free battery rated at 900 cold cranking amps. Four halogen work lights in front and four separate halogen work lights in the rear. Stop lights, turn signals, and four way hazards standard. Backlit gauges and readouts consisting of a tachometer, fuel gauge, engine coolant temperature gauge, digital hour meter and digital clock. Light and alarm for battery charge condition, coolant temp., engine oil pressure, transmission oil pressure, transmission oil temp., air cleaner restriction, water in fuel indicator, and park brake engaged. Light indicators for hazard flashers on, turn signals, steering mode, and lights on. 12 volt outlet for powered accessories. Common fuses and relays located in an easy access panel. Main circuit breakers at battery positive terminal for added circuit protection. Battery ISOLator fitted as standard.

OPERATORS ENVIRONMENT

Suspension seat with adjustments for weight, seat angle, and back angle. Armrests and retractable seat belt standard. Two door entry with deluxe trim. Composite sure grip molded floor, tilt steering column, front windshield with 2 speed plus intermittent wiper and washer, interior rear view mirror, pre-wired for beacon, cup holders, storage compartment. Cab includes door ajar stays, 14 adj. vents, operable side windows, one piece rear window with wiper and washer that acts as a shield during inclement weather, heater with defogger vents, and radio pre-wire with speakers in-cabs. AutoTHROTTLE returns engine speed to pre-set hand throttle position when work is resumed. AutoDRIVE provides cruise control-type characteristics during roading. Advanced Easy Controls and Easy Controls only: AutoSTABILIZERS and AutoBOOMLOCK.

SERVICEABILITY AND MAINTENANCE

Ground level check for engine and transmission oil, brake fluid, engine coolant, and windshield washer levels. Ground level top off of engine oil, transmission oil, hydraulic fluid, brake fluid, fuel, and engine coolant. Tilt engine hood and lockable front grill. 15 second engine manifold preheat (activated through ignition switch). 40 gallon fuel tank. 20 gallon hydraulic tank with 5 micron filter. 500 hour engine oil and filter service interval. 1000 hour DEF filter interval. 1000 hour transmission oil and 500 hour transmission filter service interval. 2000 hour hydraulic oil and 500 hour hydraulic filter service interval. External Toolbox. AutoCHECK automatically performs daily under hood maintenance checks on 'key on'

TELEMATICS

JCB Livelink telematics. Monitored and managed remotely via a PC or Smartphone. Two year subscription. Real time reporting of machine hours, routine maintenance alerts, location, critical health alerts, fuel level/consumption and work cycle information. Ability to set machine geo-fences and curfews for improved security.



ATTACHMENT 1



Features and Benefits

Standard Equipment and Features & Benefits related to this product are subject to change without notice

SAFETY AND SECURITY

Two post Roll Over Protective Structure (ROPS), Falling Objects Protective Structure (FOPS) and retractable seat belt. Equipped with independent park brake and loader service strut. Rear boom lock activated from operator's compartment; boom swing lock. Vandalism protection with key lock- able cab, hydraulic fill, fuel cap. All locks with the exception of the Diesel Exhaust Fluid (DEF) tank operate with ignition key. Front and rear horn buttons. Automatic backup alarm.

FRONT AXLE

4WD - Industrial duty JCB Max-Trac torque proportioning, outboard planetary reduction axle, 4WD shift-on-the-go; steering cylinder located behind front axle.

ENGINE

109HP gross, turbocharged, water-cooled, 4 cyl, direct injection diesel. T4F compliant engine with Selective Catalytic Reduction (SCR) and 5 gallon DEF tank. Hand and foot throttle. Selective Full flow pressure engine oil lubrication with spin-on filter cartridge. Air to fluid coolers. Separately serviceable radiator, hydraulic and transmission oil coolers. Two stage fuel filtering system utilizing a water/sediment separator and spin-on type filter element. Dual element air filter, dry type with cleanable outer element, replaceable inner element and under hood pre-cleaner.

TRANSMISSION

Separate unit mounted to engine containing torque converter and all transmission components. Pressure lubrication with spin on filter. Electrically operated Fwd / Rev lever on steering column. Electrically operated transmission disconnect on gear shift and loader levers. Powershift gear selection with 4 Fwd / 4 Rev speeds.

REAR AXLE

Separate, rigidly mounted to mainframe and connected to transmission via drive shaft. Heavy duty double reduction, outboard planetary gear final reduction. Limited slip differential to provide auto- matic equalization of wheel spin under conditions of unequal footing.

BRAKES

Sealed wet multiple disc. Brake pedals can be independently operated or locked together. Power assisted, hydraulic brakes. Independent over center actuation, park brake. Transmission shifts to neutral when park brake is activated. 4 wheel braking in 2 wheel drive activated by switch.

STEERING

Hydrostatic power, with priority valve. Three steering wheel turns (lock to lock). Unbraked turning circle - 26' 5".



ATTACHMENT 1



Features and Benefits

ELECTRICAL SYSTEM

12 volt system with 150 amp alternator std. Wiring harness and outside cab connectors meet IP69 standard for protection against ingress of dust, and pressure spray of 4.23 gpm at 1450 psi. Inside cab connectors meet IP67 standard for protection against ingress of dust, and water when submerged. Single, maintenance free battery rated at 900 cold cranking amps. Four halogen work lights in front and four separate halogen work lights in the rear. Stop lights, turn signals, and four way hazards standard. Backlit gauges and readouts consisting of a tachometer, fuel gauge, engine coolant temperature gauge, digital hour meter and digital clock. Light and alarm for battery charge condition, coolant temp., engine oil pressure, transmission oil pressure, transmission oil temp., air cleaner restriction, water in fuel indicator, and park brake engaged. Light indicators for hazard flashers on, turn signals, steering mode, and lights on. 12 volt outlet for powered accessories. Common fuses and relays located in an easy access panel. Main circuit breakers at battery positive terminal for added circuit protection. Battery Isolator fitted as standard.

SERVICEABILITY AND MAINTENANCE

Ground level check for engine and transmission oil, brake fluid, engine coolant, and windshield washer levels. Ground level top off of engine oil, transmission oil, hydraulic fluid, brake fluid, fuel, and engine coolant. Tilt engine hood and lockable front grill. 15 second engine manifold preheat (activated through ignition switch). 40 gallon fuel tank. 20 gallon hydraulic tank with 5 micron filter. 500 hour engine oil and filter service interval. 1000 hour DEF filter interval. 1000 hour transmission oil and 500 hour transmission filter service interval. 2000 hour hydraulic oil and 500 hour hydraulic filter service interval. External Toolbox. AutoCHECK automatically performs daily under hood maintenance checks on 'key on'

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JCB Livelink telematics. Monitored and managed remotely via a PC or Smartphone. Two year subscription. Real time reporting of machine hours, routine maintenance alerts, location, critical health alerts, fuel level/consumption and work cycle information. Ability to set machine geofences and curfews for improved security.

BACKHOE AND MAINFRAME

Unitized, one piece heavy duty mainframe with integral backhoe. Sealed swing post pins and swing cylinder pins, 2" top and bottom rear frame plates (centermount). Fabricated boom and dipper. SAE maximum dig depth: Extradig dipper - 16' 3" - 20' 1". EasyControl backhoe controls. Fabricated stabilizer legs with anti-drift valves. 11,000 lb. lifting hook as standard.



ATTACHMENT 1



Features and Benefits

LOADER

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Suspension seat with adjustments for weight, seat angle, and back angle. Armrests and retractable seat belt standard. Two door entry with deluxe trim. Composite sure grip molded floor, tilt steering column, front windshield with 2 speed plus intermittent wiper and washer, interior rear view mirror, pre-wired for beacon, cup holders, storage compartment. Cab includes door ajar stays, 14 adj. vents, operable side windows, one piece rear window with wiper and washer that acts as a shield during inclement weather, heater with defogger vents, and radio pre-wire with speakers in-cabs. AutoTHROTTLE returns engine speed to pre-set hand throttle position when work is resumed. AutoDRIVE provides cruise control-type characteristics during roading. Advanced Easy Controls and Easy Controls only: AutoSTABILIZERS and AutoBOOMLOCK.

HYDRAULIC SYSTEM

Open center system, variable displacement piston pump, engine driven, 44 gpm @ 3650 psi. Separate oil reservoir not shared with other systems, externally mounted to mainframe for ground level servicing. Abrasion protection of valve to boom hoses. Hoses have burst pressure of 4 times working pressure. Structural steel pipes to withstand minor impacts. Auto Idle reduces engine speed when no hydraulic functions are requested.

JCB EcoMAX 4.4L Turbocharged

No DPF or after treatment keeping servicing cost low and downtime minimal but still providing high levels of torque

Low cost increased efficiency

Fuel efficient JCB engine provides high torque at low revs enabling high a breakout force at the same rate

High performance hydraulics

44 gpm hydraulic pump accommodating variety of attachments and increase cycle times

JCB Efficient Design program

JCB high back-ff brakes and viscous fan increase efficiency and savings

JCB Max-Trac torque proportioning differential axle

Increases tractive effort in all ground conditions

Advanced Easy Controls

JCB's controls provide finger tip control and supreme comfort with various configurations to accommodate all users



ATTACHMENT 1



Features and Benefits

Comfort and ease of use	Fully adjustable seat, dash mounted display for machine performance and ISO, SAE and JCB X control patterns change over accomodates all users
Automated features	Auto Idle, Auto Check, Auto Throttle, Auto Boomlock, Auto SmoothRide System, Auto Pre-Heat, Auto Stabilizer-up only make operation easier
Kingpost design	Hoses are strategically routed to prevent pinching and maximize backhoe movement
Front and rear quickhitch	Easy and effortless switching between attachments
Optional Extradig package	15 ft dipper decreases time spent repositioning allowing for an additional 3 ft 10 in in dig depth increasing efficiency
Twin hose burst technology	Hose burst check valve keep legs from moving during operation
Safe and secure	Anti-slip steps, laminated front screen, rear boom lock, self leveling loader and stabilizer from dropping in the event of hose failure
Optional hand tool circuit	Provides ability to prepare sites
Added value through JCB Assetcare	Provides comprehensive peace at mind warranty and service agreements worldwide
Technical support service	Provides instant access to factory expertise, day or night
Parts distribution	Global network of part centers, delivering 95 percent of all parts any where in the world within 24 hrs



ATTACHMENT 1



Prepared For:

Asa Low
City of Duncanville
330 Shady Trail Dr
Duncanville TX 75137

phone:972.780.5062
alow@duncanville.com

Dealer Information

South Star Ft. Worth
4851 Blue Mound Rd.
Ft. Worth Texas 76106
phone:

Prepared By:

Matt Lee
Matt.Lee@southstartxjcb.com
mobile:
Quote Date: 01/07/22
Valid Until: 01/31/22
Quotation Reference: 308920

Model: 3CX 15HFCE

Qty: 1

Stock Order/Serial No:3001871

3CX-15 SUPER, 4WD, 2WS, 109HP TIER 4 FINAL, 15FT CENTERMOUNT BACKHOE WITH EXTRADIG EXTENDING DIPPER. EASY CONTROLS. 150A ALTERNATOR, 750 LBS COUNTERWEIGHT. INCLUDES 2 SPOOL LOADER VALVE, FLIP OVER FEET, INTERIOR MIRROR, FRONT AND REAR WORKLIGHTS, BATTERY ISOLATOR, TOOLBOX AND AUTOMATE (AUTOCHECK, AUTOIDLE, AUTODRIVE AND AUTOTHROTTLE).
3CX-15 SUPER 109 HP CM MODEL PACK
GALAXY INDUSTRIAL 14-17.5-10 AND 19.5L-24-12 POWERSHIFT + TL AND LSD, 4WD/2WS
ADD 128/C0225 24" EXCAVATOR BUCKET
CAB WITH A/C AIR SUSPENSION SEAT, ENGINE BLOCK HEATER
CAB, LIVELINK,
HAMMER/BI-DIRECTIONAL PIPEWORK
5/8 LOADER PIPEWORK RTD AND AUTO SRS FOR BI-DIRECTIONAL USE
ENGLISH TERRITORY PACK
DIRECT MOUNT GP, 2235mm (7' 4 IN)
15FT/109HP PRICE EQUALIZATION
HEADLIGHTS
EXTERIOR MIRRORS
SEATBELT 3 IN
Quick Coupler
HM033T Hammer
18 inch Bucket

Equipment Total	111,850.00
Total Customer Sale Price	111,850.00

Notes: Sourcewell Contract: #040319-JCB

Total List Price: \$144,899

Customer Acceptance: _____ Date _____

Dealer _____ Date _____



RESOLUTION NO. 2022-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH SOUTH STAR JCB THROUGH THE SOURCEWELL PURCHASING COOPERATIVE CONTRACT #040319-JCB IN THE EXPENDITURE AMOUNT OF \$111,850.00

WHEREAS, it is necessary to procure fleet equipment for citywide operations; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the Sourcewell purchasing cooperative for products and services; and

WHEREAS, The Sourcewell purchasing cooperative has taken sealed bids for Construction Equipment; and

WHEREAS, a contract was awarded to JCB.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. That the City Council of the City of Duncanville, hereby awards a bid and approves the procurement of a backhoe from South Star JCB through the Sourcewell purchasing cooperative Contract #040319-JCB in the expenditure amount of \$111,850.00

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary contracts, documents and/or purchase orders

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of January, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

Form C

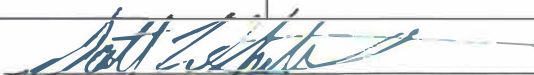
**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: JCB, Inc

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
N/A	N/A	N/A	

Proposer's Signature:  Date: 3-28-19

Sourcewell's clarification on exceptions listed above:

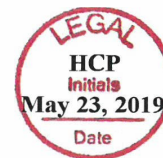


EXHIBIT A
Contract Award
RFP #040319

FORM D



Formal Offering of Proposal
 (To be completed only by the Proposer)

**MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS,
 ACCESSORIES, AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: JCB, Inc

Date: March 25, 2019

Company Address: 2000 Bamford Blvd.

City: Pooler, GA

State: GA

Zip: 31322

CAGE Code/DUNS: Cage - 0JKF0 DUNS - 052 350 741

Contact Person: Scott Whitehurst

Title: Governmental Sales Manager

Authorized Signature: _____

Scott Whitehurst
 (Name printed or typed)

EXHIBIT A

DocuSign Envelope ID: 330262A0-4BDA-40FF-9E5F-9D8A17E8A170

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-JCB

Proposer's full legal name: JCB Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

C0F072K139D004980

SOURCEWELL DIRECTOR OF OPERATIONS AND

PROCUREMENT/CPO SIGNATURE

DocuSigned by:

Chad Coquette

/E4288F817A64CC

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz

(NAME PRINTED OR TYPED)

Chad Coquette

(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-JCB

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name

JCB, Inc

Authorized Signatory's Title

Government Sales Manager

VENDOR AUTHORIZED SIGNATURE

Executed on *May 28*, 2019

(NAME PRINTED OR TYPED)

Sourcewell Contract # 040319-JCB

EXHIBIT A

**Form F****PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

EXHIBIT A

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: JCB Inc.

City/State/Zip: Pooler, GA

Telephone Number: 912-447-2000

E-mail Address: Scott.Whitehurst@jcb.com

Authorized Signature: _____

Scott Whitehurst

Authorized Name (printed): _____

Scott Whitehurst

Title: Government Sales Manager

Date: _____

3-28-19

Notarized

Subscribed and sworn to before me this 28 day of March, 20 19

Notary Public in and for the County of Effingham State of GA

My commission expires: 10-26-2021

Signature: _____

Michelle Asher



EXHIBIT A

**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions***Proposer Name:* JCB Inc.Questionnaire completed by: Scott Whitehurst**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?
Net 30 Days
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
Tax-exempt Municipal lease programs are available

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

We will utilize our extensive dealer network to promote the Sourcewell contract. Our dealers will accept orders from Sourcewell members if necessary. We want our JCB dealer salesmen building relationships with the Sourcewell members. This will allow us to better understand and meet their needs. As such, the dealer will work with the customer to determine the appropriate build configuration and accept the purchase order. The dealer will deliver the machine to the customer and we will work with the dealer throughout the process to ensure smooth transactions. A full list of JCB dealers will be a part of the bid submission. There is also a 'dealer locator' feature on our website at www.jcbna.com

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

No

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

YES

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Standard Full Warranty allows unlimited hours in its first year, and up to 2000(total)hrs in 2nd year.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Page 7 of 10

EXHIBIT A

Yes – up to 50 miles

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

None

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

They will be passed on to the original equipment manufacturer

- What are your proposed exchange and return programs and policies?

JCB does not have an exchange and return program

- 6) Describe any service contract options for the items included in your proposal.

We provide our customers with a peace of mind with our standard 2-year warranty. Additionally, our dealer network can offer service and maintenance contracts to our customers on an as-needed basis.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

JCB offers a full range of Medium duty of Construction equipment with attachments that includes our Worldwide market share leaders the JCB Backhoe and our Rough Terrain Fork lifts and Tele-handler.

The JCB Skid steer and Compact Track Loader is the safest product of its kind on the market because of the JCB Powerboom and side-door entry. JCB not only has the safest skid steer and compact track loader on the market, we have the most versatile. The JCB Teleskid is the industry's first telescoping boom skid steer or compact track loader.

The JCB Wheel Loader range is designed to meet the buyer's priorities. Namely safety, efficiency, ease-of-use and maintenance, productivity, performance, reliability and comfort.

The JCB Excavator range is designed to meet the customer needs with a range from 1-ton operating weight to nearly 40 tons. The JCB Hydradig is a one of a kind Wheeled Excavator that centers on visibility, stability, maneuverability, mobility, and serviceability.

JCB newest additions to our product line up are the JCB scissor lift line as well as compact site dump trucks. Our scissor lift line ranges from 15' to 45' in platform height. Our Site dumpers have 4 and 5 cubic yard bucket capacity.

All products noted can be sold thru all authorized JCB dealer locations and via JCB direct. All servicing will be done by the Sourcewell customers authorized JCB dealer.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

EXHIBIT A

JCB will list all models that it wants to be included in the contract with a discount off of List price noted for each. This price will serve as the contract price for Sourcewell members plus applicable freight.

The pricing will be aggressive and better prices in comparison to non-Sourcewell members.

JCB does not have SKU numbers for our equipment.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Discounts range from 10% - 30% depending upon the product model. Please see attached spreadsheet for discounts by model.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

JCB can offer volume discounts. For orders of 4 – 9 units, we can discount a further 2% points from the standard discount structure. Volume orders of 10 units or more can be evaluated on a case by case basis for additional discounts.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Though it is a rare situation, but when the request for a non-JCB item comes up, we are able to offer 10% off Manufacturer list price.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

The only additional charges included in the pricing submitted is Freight.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Freight/delivery charges are an additional cost to the Sourcewell member. Delivery will be arranged by JCB and the local JCB dealer facilitating the transaction. Freight/delivery charges will be based on FOB Pooler, GA unless possible to arrange shipping from a closer port/location. These charges will be itemized as a line item on the invoice

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to these territories would fall under same program has answered in the previous question.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

EXHIBIT A

Since JCB manufactures our SSL/CTL and Compact Telehandler products in North America, we have the advantage of getting the product out the door faster and into the customer's hands. We have 6 ports in North America that we take equipment shipments into for customer convenience.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

For contract sales reports – After each month concludes each Regional sales rep is tasked to report these sales to ensure contract sales are noted. As a second method to ensure contract sales are being reported, JCB issues a Sourcewell contract specific pin to dealers making Contract sales. When these sales are reported into the JCB system portal, the dealer will note the contract Pin# which is an identifier of a contract sale.

To ensure proper pricing, pricing compliance is randomly audited once a month.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

2%

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

JCB is ISO 9001 certified. JCB also has several employees that are Lean Six Sigma Green belt certified.

- 20) Describe any environmental management system certifications obtained by your organization.

JCB meets all city, state, federal environmental guidelines. JCB is currently in progress to be ISO 14401 certified and is on schedule to achieve this by YE 2019.

- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Yes, preventative maintenance contracts can be purchased through any of our dealers throughout North America.

Signature: _____



Date: _____

3-28-19



STAFF REPORT

MEETING: City Council - 18 Jan 2022

TITLE:

Consider a Resolution authorizing the purchase of pavement lifting services from Nortex Concrete Lift and Stabilization, Inc., located in Fort Worth through the City of Grand Prairie Contract 21259 for the unit prices bid, with an estimated expenditure amount of \$100,000.00.

FY 2022 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Managing Director for Public Works

BACKGROUND/HISTORY:

When poor or uneven support foundation soils exist under concrete pavement, the result can be premature cracking and settlement of the pavement. Insufficient soil strength may be caused by several factors, including loose or un-compacted foundation soils and water infiltration into the foundation soils through cracks in the pavement. A process for stabilizing weak and poorly compacted soils in place exists by injecting an expansive high-density polyurethane foam to lift, realign, and under-seal concrete slabs and to fill voids between the pavement and the base or subgrade. The foam is injected using small holes drilled through the concrete during the process. As the polyurethane expands, voids are filled, and pressure is exerted on the area of the affected slab. Multiple-pattern drilled injection locations are used to re-support and accurately realign the elevation of the slab. The polyurethane rapidly cures into a strong and stable replacement base material.

This authorization would cover Pavement Lifting and Stabilization services on an as-needed basis from Nortex Concrete Lift and Stabilization at the unit cost of \$3.55 per lb. through September 2022, through the City of Grand Prairie Contract 21259. The estimated amount for FY22 is \$100,000.00.

POLICY EXPLANATION:

Council approval is required for purchases over \$50,000.00.

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to voluntarily participate in these Interlocal cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

0010662-700450

Available Budget

\$1,570,676.00

Purchase Amount

\$100,000.00

After Encumber

\$1,470,676.00

ACTION ALTERNATIVES:

N/A

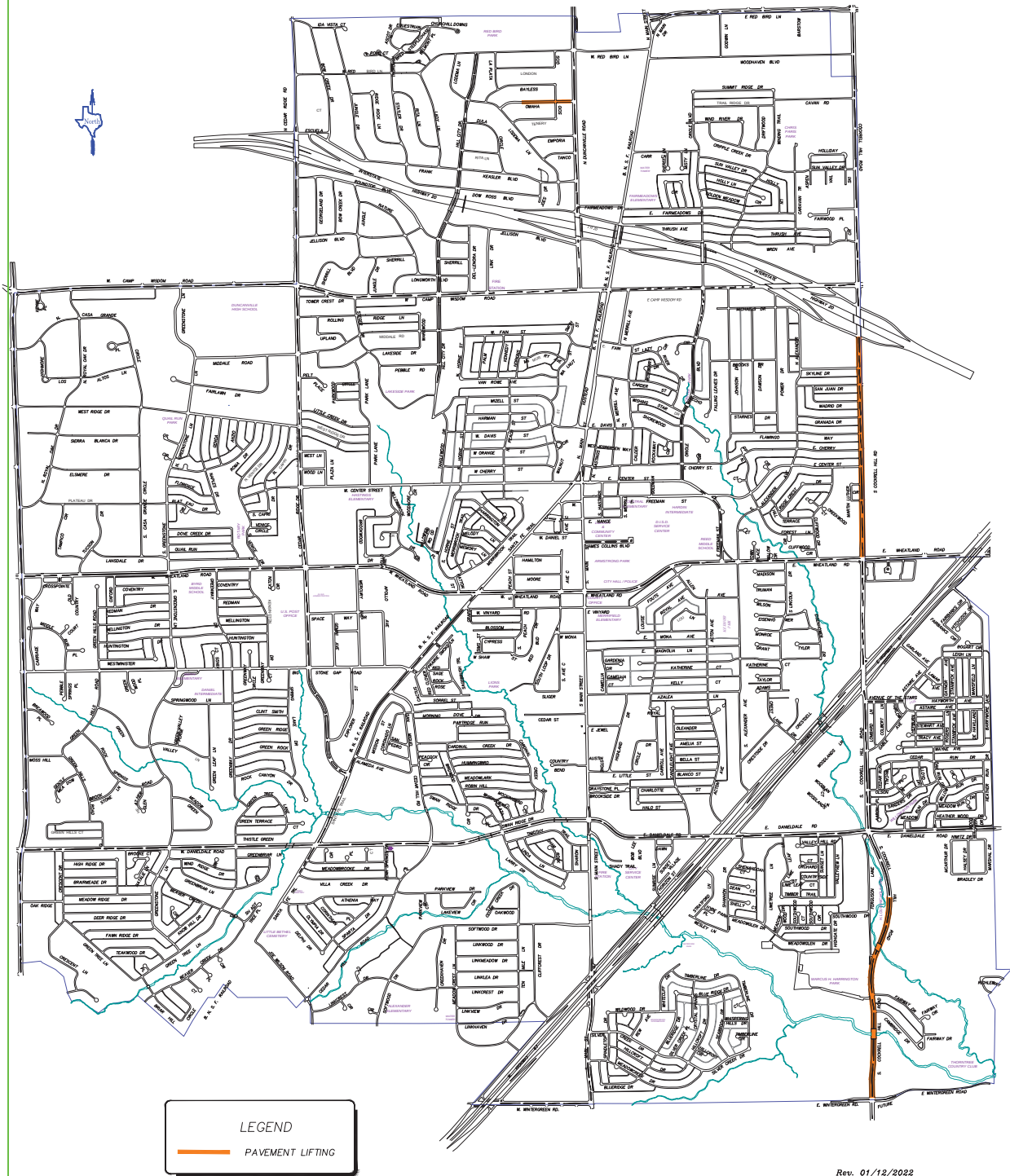
ATTACHMENTS:

[ATTACHMENT 1 - resize - FY22 Pavement lifting locations](#)

[Attachment 2 - Resolution No. - 2022-002 - Pavement Lifting Services - Pdf](#)

ATTACHMENT 1

Street Maintenance



Rev. 01/12/2022

CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS
GEOGRAPHIC INFORMATION SYSTEM

RESOLUTION NO. 2022-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING PAVEMENT LIFTING SERVICES FROM NORTEX CONCRETE LIFT AND STABILIZATION THROUGH THE CITY OF GRAND PRAIRIE CONTRACT #21259 WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$100,000.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide effective, efficient, and adequate pavement repairs on City infrastructure; and

WHEREAS, the City of Duncanville has entered into a cooperative purchasing agreement with the City of Grand Prairie, Texas; and

WHEREAS, the City of Grand Prairie has taken competitive sealed bids and awarded contract #21259 for pavement lifting services to Nortex Concrete Lift and Stabilization; and

WHEREAS, the City of Duncanville estimates that its purchases will exceed \$50,000.00 and thus purchases from this contract require approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves an award and authorizes the procurement of pavement lifting services through the City of Grand Prairie contract #21259 in accordance with the contract pricing heretofore attached as Exhibit "A".

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary documents.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 18th day of January, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



Contract Coversheet

EXHIBIT A

Dept:* Purchasing

Contract ID: 21259

For: Public Works

Bid Number: 21158

Contact Name: Angi Mize

Contact Phone:* 8262

Contact Email:* amize@gptx.org

Vendor Name: Nortex Concrete Lift & Stabilization, Inc.

Vendor Email: casey@nortexconcretelift.com

Project Name: Pavement Leveling Services (21158)

Summary: initial contract

Permanent Retention*

☐ Yes

☒ No

Contract Amount

\$ 827,187.50

Total Contract Amount over all terms

\$ 4,135,937.50

Account #

Work Order #

Dates

Implementation Date

11/1/2021

Termination Date

10/31/2022

Council Approval Date

10/12/2021

Contract Approvals

Department Manager:

Caryn Riggs

Date 10/22/2021

City Attorney Signature

PATRICK M. WILSON

Date 10/26/2021

City Manager Signature

EXHIBIT A

WILLIAM A. HILLS

Date 10/26/2021

City Secretary Signature

Gloria Colvin

Date 10/28/2021

EXHIBIT A

**CITY OF GRAND PRAIRIE
SERVICES PRICE AGREEMENT**

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the “CITY”), and **NORTEX CONCRETE LIFT & STABILIZATION, INC.** (hereinafter referred to as “VENDOR”) and evidences the following:

I. PURPOSE

VENDOR shall provide pavement leveling services per bid award resulting from VENDOR’s response to RFB #21158, submitted by Casey Derosa, on September 16, 2021.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY’s Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDORS bid to CITY (attached hereto as “Exhibit A”); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more, less, or none of the services depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR’S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR’S associates and employees who work on this project shall be competent and fully qualified to do the work described in this Contract, the services performed shall be performed in a good and workmanlike manner, and the finished product shall be fit for the particular use(s) contemplated by this agreement.

EXHIBIT A

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$827,187.50 without additional approval. VENDOR'S invoices must be delivered to the attention of the department placing the order. The city will pay invoices as work is completed and within 30 days after receipt of an invoice or certification by the City that the work is performed in a good and workmanlike manner, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of November 1, 2021. No new orders shall be accepted, against this Contract term, after midnight on October 31, 2022. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

EXHIBIT A

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes, and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to ensure, in connection with any work under this Contract, VENDOR, VENDOR'S associates, sub-vendors, and employees will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical or mental handicap, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain, and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

EXHIBIT A

XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the services it performs for CITY will be performed in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and VENDOR shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract.

EXHIBIT A

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures, and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. ADDITIONAL VERIFICATIONS

VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 22774.001, and it will not boycott energy companies during the term of the contract.

XX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas, without regard to any conflict of law rules.

EXHIBIT A

XXI. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:

City of Grand Prairie
ATTN: Angi Mize, Purchasing Manager | Purchasing Division
300 Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8266 | Email purchasingfax@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: Leland Miller, Manager, Streets Division
1821 S SH161, Grand Prairie, TX 75052
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8529 | Email lmiller@gptx.org

VENDOR:

Nortex Concrete Lift & Stabilization, Inc.
ATTN: Casey DeRosa
201 NW 26th St., Fort Worth, TX, 76164
Phone 817-831-1240 | Email casey@nortexconcretelift.com

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

XXII. SEVERABILITY

In the event that any provision contained in this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

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EXHIBIT A

Exhibit A



CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB # 21158 – PAVEMENT LEVELING SERVICE

DUE DATE: PRIOR TO 2PM September 20, 2021

DUE TO: Angi Mize, Purchasing Manager
Purchasing Division
Grand Prairie, Texas 75050
[wwwPublicPurchase.com](http://www.PublicPurchase.com)

CLEARLY MARK BID AS “RFB # 21158”

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. EMAIL BIDS WILL NOT BE ACCEPTED.

EXHIBIT A

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EXHIBIT A

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received via www.PublicPurchase.com until **September 20, 2021**, at 2:00 PM, and publicly opened and read via teleconference for the purchase of the following:

RFB # 21158 – PAVEMENT LEVELING SERVICE

Further information and specifications may be obtained at www.PublicPurchase.com, www.gptx.org, or from the Purchasing division at (972) 237-8262.

The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Publish: September 5th & September 12th, 2021

EXHIBIT A

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement leveling services by the City of Grand Prairie Streets Division.

2. SERVICE REQUIREMENTS

- 2.1.** Vendor shall furnish all equipment and supplies needed for raising and undersealing of concrete slabs, sidewalks, and pavement. All equipment and supplies used must be capable of performing all operations in accordance with the specification.
- 2.2.** Vendor shall cut any exposed rebar or concrete joints that are preventing a level surface.
- 2.3.** All debris in way of performing work shall be cleaned and picked up prior to and after work is completed.
- 2.4.** Vendor shall provide written summary report containing location, area (sf), and quantity (lb.) to be signed off by a City representative at end of each workday.
- 2.5.** Each location shall be marked and noted for warranty purposes.
- 2.6.** Vendor shall ensure each location is level and no pooling of water will occur.
- 2.7.** Retainage will not be held for this project.
- 2.8.** Material

2.8.1 The material shall be a hydrophobic, closed cell, high density polyurethane system with the following physical characteristics and properties:

Property	Requirement
Density, minimum, per ASTM D 1622	4.0 ± ½ lb./ft³ (64 ± 8 kg/m³)
Compressive Strength, minimum, per ASTM D 1621	80 psi (550 kPa)
Tensile Strength, minimum	90 psi (620 kPa)
Volume Change, maximum	+5.0 percent
Curing Rate	90 percent of compressive strength within 15 minutes after injection

- 2.8.2** The polyurethane foam system will have a free rise density of 4.0 +/- lb./cubic foot, with a minimum compressive strength of 80 psi. The expansion of the polyurethane foam under pressure increases the foam density above the original free rise density value. The compressive strength is a function of density of the tested material; therefore, the foam produced during the lifting process will have a higher compressive strength than foam produced without restriction (free rise).
- 2.8.3** Final elevations shall be within ¼" (0.02 ft.) of the elevations proposed by profile. A tight string line or straight edge may be used to monitor elevations. Final elevations shall be verified. The Contractor shall be responsible for any blowouts or excessive lifting which may result from process and shall repair the damaged area to the satisfaction of the owner without additional cost.
- 2.8.4** The high-density polyurethane formulation shall reach 90% of full compressive strength within 15 minutes from injection. The method for verification of quantity used must be approved by the Owner prior to work being pre-formed.
- 2.8.5** Pumping units shall be equipped with a manufacturer's certified flow meter to measure the amount of high-density polyurethane injected at each location. The certified flow meter shall have a digital output in both pounds and gallons.

EXHIBIT A

2.8.6 A picture shall be taken of the flow meter prior to starting a project and another picture of the meter shall be taken after completion on each project to verify quantities. Flow meter shall be cleared to zero before starting work at each project. Project inspector shall verify the quantities for each project. Pictures of each location will be submitted daily.

2.8.7 The polyurethane material shall be measured in pounds.

3. CONCRETE JOINT GRINDING WITH WALK-BEHIND SCARIFIER/GRINDER

- 3.1** Use of walk-behind scarifier concrete grinder to eliminate mismatched or offset joints on arterial or residential concrete roadways at specified locations. Process to be used in conjunction with residential and arterial undersealing. Joints mismatched $\frac{3}{4}$ " or below may be ground for ride quality improvement. Anything greater than $\frac{3}{4}$ " should seek alternate method of repair. Offset maximum allowance after grinding has been performed will be $\frac{1}{8}$ ".
- 3.2** Use of vacuum is required for all concrete grinding performed on roadways. Vacuum must meet all OSHA Standards and requirement for silica dust control as described exposure.
- 3.3** Approval of work to be performed at each specified location must be given by owner before work can begin. Work not approved will not be paid. Crew that is on location for Residential and Arterial Concrete Pavement Undersealing will perform specified concrete grinding services while onsite.
- 3.4** Pavement ride quality will be verified by placing a 4' straight edge at selected concrete pavement joints to determine if an elevation variance greater than $\frac{1}{8}$ " still exists. Testing locations will be selected by the city. Any variance greater than $\frac{1}{8}$ " will be grinded again until it meets the $\frac{1}{8}$ " variance requirement.
- 3.5** The work performed, and equipment furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid for items "Concrete Joint Grinding with walk-behind Scarifier Grinder".

4. SOIL DENSIFICATION WITH HIGH DENSITY POLYURETHANE FOAM (HDPF)

- 4.1** Soil densification to stabilize, strengthen and lift (when needed) base and sub-base soils under concrete bridge approach slabs, concrete pavements and/or asphalt pavements by furnishing and injecting High Density Polyurethane foam (HDPF) into the foundation soils beneath the pavement through holes or injection tubes at locations shown on the plans or as directed, while monitoring for movement at the surface.
- 4.2** Provide a portable Dynamic Cone Penetrometer (DCP) for on-site soils investigation to assist in location and depth of weak foundation soils and determination of correct injection pattern and injection elevations through tubes to densify weak soils. The DCP must be capable of taking readings to a depth of 20 ft. Extension rods are required to perform this investigation. Provide a minimum of five (5) Dynamic Cone Penetrometer (DCP) Test Reports previously completed in association from projects. Provide documentation from a third-party testing lab that the HDPF has passed the Hydro-insensitivity of High-Density Polyurethane Grout Panel Test. Provide certified calibration documents for the flow meters to be used on the project. Certification date should be within 1 year from the start date of the project.

EXHIBIT A

- 4.3 All prequalification documents are to be submitted with the bid/proposal. Any item not provided will cause bidder to be ineligible/non-responsive.
 - 4.4 Furnish a two-part 1:1 by volume closed cell hydrophobic High Density Polyurethane Foam (HDPF). The material must reach 90% compressive strength within 30 minutes of injection.
 - 4.5 Provide machinery, tools, and equipment necessary for proper execution of the work.
 - 4.6 If settlement greater than ¼" occurs during the standard two (2) year period from injection date the contractor will be required to reinject material to densify the soil and restore the pavement to grade at no cost to the Department.
 - 4.7 This item will be measured by the pound of HDPF injected and accepted. Measure the two chemical components shown on the certified flow meter displays to calculate the total weight of the material for each location. Flow meters shall be reset to 0 (zero) before injecting at a new location.
 - 4.8 The work performed, and materials furnished in accordance with this item and measured as provided under "measurement" will be paid for at the unit price bid for "Soil Densification with High Density Polyurethane Foam (HDPF)".
- 5. TRAFFIC CONTROL**
- 5.1 The contractor shall provide construction and maintenance signs, construction lights, barricades, channelizing devices, and flagmen as required to provide for the safety of the traveling public. These items shall be in accordance with the recommended practices of the latest version of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.) (<http://www.tx.dot.gov/government/enforcement/signage/tmutcd.html>).
 - 5.2 Traffic control will be broken into the following two categories:
 - 5.2.1 Residential: The contractor will be required to provide all traffic control on residential streets as part of the unit cost.
 - 5.2.2 Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. Thoroughfare street work cannot begin prior to 8:45 am and must be clear by 4:30 pm unless prior written approval is given by city.
 - 5.3 Construction signs shall not be removed from the project until approved by the city.
 - 5.4 No street shall be closed except upon written authority from the city.
 - 5.5 At the end of each day, the contractor shall prepare the work to the satisfaction of the city to ensure safe driving at night; and shall place temporary pavement markings and maintain it until the city has approved the final inspection.
 - 5.6 Contractor shall submit a traffic control plan for approval four (4) days prior to starting work at any location. All barricades, detour signs for total closure of the street, and all maintenance of signs and removals upon completion of project shall be in accordance with the Texas M.U.T.C.D.
 - 5.7 All street work and closures will require a four (4) day notice to city so it may be publicized in the local paper, as necessary.
 - 5.8 Contractor shall provide all temporary pavement marking as needed and placed before removal of barricades for the safety of public until permanent markings are installed by owner.

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6. CONTRACTOR RESPONSIBILITIES

- 6.1** Bidder must be engaged in the business of providing pavement leveling services for a minimum of five years within the last seven years.
- 6.2** Bidder must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The city will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.
- 6.3** Bidder must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The bidder shall choose references that illustrate the Bidder's ability, capacity, and skill to perform the contract as specified.

7. SAFETY REQUIREMENTS

- 7.1** The Contractor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Contractor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.
- 7.2** Vendor will provide all required safety signage, barricades, and flashers/strobes.
- 7.3** All employees shall follow all applicable safety procedures, have appropriate fuel safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.
- 7.4** All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.
- 7.5** Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.
- 7.6** Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.
- 7.7** Vendor will not permit unsafe practices. Examples of unsafe practices include but are not limited to using inappropriate equipment for the job, removing chains or other safety devices from equipment, traveling and operating equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

EXHIBIT A

8. WARRANTY

If settlement greater than ¼" occurs during the standard two-year period from injection date the contractor will be required to reinject material to densify the soil and restore the pavement to grade at no cost to the City. After two years DCP testing will be performed to evaluate base soil conditions at no cost to the City. If no underlying conditions are found, then location will be reworked one (1) additional time at no cost to the City. If underlying conditions are found, then soil densification will be performed at contract price and additional two-year warranty will take effect at the date of injection.

9. PAYMENT AND INVOICING

9.1 Payment - The City will authorize payment upon satisfactory completion, inspection and acceptance by the City. All work will be performed in accordance with the outlined quote and purchase order furnished by the city. Vendors are subject to non-payment for any/all unauthorized repair/restoration work.

9.2 Invoicing - The following requirement applies to all invoices. Invoices for parts and repair services must reference a purchase order number and have attached a copy of the matching estimate(s). The invoice should include the following:

- Purchase Order number
- Invoice number
- Total Hours Charged
- Contract rates
- Total amount due

10. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Monday, September 6, 2021
Deadline for Questions	Wednesday, September 15, 2021
Responses to Questions	Thursday, September 16, 2021
Deadline for Receipt of Bids	Monday, September 20, 2021
Council Date	Tuesday, October 5, 2021

11. CONTACT

Information, questions, or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262 by 4:30 p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie's response to questions and requests for clarification will be posted to Public Purchase (www.publicpurchase.com).

12. BID EVALUATION

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter any contract deemed to be in the best interest of the city.

EXHIBIT A

13. EVALUATION CRITERIA

The following evaluation criteria will be utilized in the selection of a vendor:

CRITERIA	POINTS
1. Price	50
2. Reputation	20
3. Experience	20
4. Past Relationship with the City and/or other Municipalities	10
TOTAL POSSIBLE POINTS	100

14. SUBMITTAL RESPONSE GUIDELINES

Offeror response to this Request for Bid shall include:

- 14.1** Completed and signed submittal check list.
- 14.2** Bid Pricing Form filled in with unit prices, extended prices, and total.
- 14.3** Questionnaire and References pages 16 - 18 answered. References provided should be for similar work/projects with up-to-date contact information (phone and email).
- 14.4** Submittal Affirmation form reviewed and signed.
- 14.5** Completed Historically Underutilized Business Questionnaire and House Bill 89 Verification Form.

15. AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful bidder will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

16. BONDS**16.1 PERFORMANCE AND PAYMENT BONDS**

The successful bidder shall furnish a Performance Bond and Payment Bond, on the forms which are attached hereto, in the amount of 100% of the contract price from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States) or other surety or sureties acceptable to the OWNER.

16.2 MAINTENANCE BOND

The successful bidder shall furnish a Maintenance Bond in the amount of fifty (50%) percent of the total bid price. This bond secures maintenance of the improvements by the City. It shall be executed by the CONTRACTOR as Principal and by a corporate surety such as an insurance company or bonding company. No individual surety will be accepted. A Power of Attorney for the Attorney-in Fact, who signs for

EXHIBIT A

the surety must be attached. All bonds shall be by a company acceptable to the City. The companies shall be adequately capitalized and is an insurance company admitted in Texas. If not an insurance company, it shall have sufficient assets bonded in Texas, as shown by affidavit, to satisfy any judgments which may be taken.

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SOLICITATION STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** These standard terms apply to all solicitations.
2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The City also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the City.
3. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **F.O.B.:** All shipping shall be F.O.B. Destination.
6. **COOPERATIVE/INTERLOCAL PURCHASING:** If the vendor checked yes on the submittal affirmation form to allow for Interlocal Purchasing the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under this contract (s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Grand Prairie will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Grand Prairie will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their goods and services as needed.
7. **SPLIT AWARD:** The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
8. **WITHDRAWAL OF RESPONSE TO SOLICITATION:** A response may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date designated for the receipt without approval by the City.
9. **ERROR-QUANTITY:** Submittals must be made on units of quantity specified, extend, and show total(s). In the event of discrepancies in extension, the unit price shall govern.
10. **LATE SUBMITTALS:** Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.
11. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. **TAX MUST NOT BE INCLUDED IN PRICING.** Tax exemption certificates will be executed by the City and furnished upon request.
12. **ADDENDA:** Any interpretations, corrections or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.
13. **PROTEST:** Protests shall be submitted in writing and filed with the Purchasing Division no less than three business days prior to the City Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and City Attorney in accordance with the City Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the City Council. Protesting vendors must contact the City Secretary in order to be acknowledged and heard by City Council at the first available Council meeting.
14. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
15. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
16. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for Oct. 1 to Sept. 30. The City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
17. **ASSIGNMENT:** Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the City.
18. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.
19. **RIGHT OF REVIEW:** Vendor covenants and agrees that the City, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.
20. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
21. **STANDARD WARRANTY:** Standard manufacturer's warranty shall be provided and submitted to the City of Grand Prairie upon request.
22. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
23. **ORDERS AND INVOICING:** A Purchase Order Number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email.

EXHIBIT A

- 24. CONFLICT OF INTEREST:** The successful vendor hereby covenants and agrees that during the Contract period that vendor and any of vendor's associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by vendor pursuant to this Contract will be conducted by employees or associates of vendor. Vendor further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the City from having any financial interest, either direct or indirect, in any business transaction with the City. Any violation of this paragraph which occurred with the actual or constructive knowledge of vendor will render this contract voidable by the City.
- a. **FORM CIQ** – is required when a conflict exists in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. This form may be obtained from the Texas Ethics Commission's website.
- 25. CONFIDENTIAL WORK:** Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by vendor under this contract shall be kept confidential and may not be made available to any individual or organization by vendor without the prior written approval of the City except as may be required by law.
- 26. WARRANTY, HOLD HARMLESS, AND INDEMNITY:** Vendor warrants that the commodities it delivers to the City shall be delivered in a good and workmanlike manner, and that any items delivered to the City under this contract will be fit for the particular purpose for which it was furnished. Vendor shall defend, indemnify, and hold the City whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of vendor's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of vendor or any representative, agent, employee, or servant of the City. If an item is covered by a manufacturer's warranty, it is the responsibility of the vendor to obtain the information for City and to get the manufacturer to honor the warranty.
- 27. PROPRIETARY INFORMATION:** Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted under the Open Records Act.
- 28. WAIVER OF ATTORNEYS FEES:** Vendor and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.
- 29. CHANGE ORDERS:** No Oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.
- 30. TERMINATION:** The City may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate the right for vendor to accept further orders under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to vendor with the understanding that no further orders may be accepted after the date specified in such notice. The City shall equitably compensate vendor, in accordance with the terms of this Contract for the commodities properly ordered prior to the date specified in such notice following inspection and acceptance of same by the City. Vendor shall not, however, be entitled to lost or anticipated profits should the City choose to exercise its option to terminate.
- 31. TERMINATION FOR DEFAULT:** The CITY reserves the right to enforce the performance of this purchase order in any manner prescribed by law or deemed to be in the best interest of the CITY in the event of breach or default. The CITY reserves the right to terminate the purchase order immediately in the event the VENDOR fails to: (1) meet delivery schedules, or (2) otherwise perform in accordance with this contract and incorporated documents. Breach of contract or default authorizes the CITY to award to another VENDOR, purchase elsewhere and charge the full increase in cost and handling to the defaulting VENDOR.
- 32. PERFORMANCE OF WORK:** Vendor or vendor's associates and employees shall perform all the work called for in this Contract. Vendor hereby covenants and agrees that all of vendor's associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.
- 33. OWNERSHIP OF DOCUMENTS:** VENDOR acknowledges that City owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. Vendor acknowledges that City shall have copyright privileges to those notes, reports, documents, processes, and information. Vendor shall provide City a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at City expense upon written request.

EXHIBIT A

34. **PRICE REDETERMINATION:** Price redetermination shall only be considered by the City forty-five (45) days prior to the anniversary date of the initial contract award and subsequent renewals. Price redetermination requests must be substantiated in writing. The City of Grand Prairie reserves the right to reject the request when it is deemed to be in the best interest of the City.
35. **DRUG FREE WORKPLACE:** VENDOR hereby covenants and agrees that during the contract period that VENDOR and any of VENDOR's associates and employees shall follow the CITY'S drug free workplace policy.
36. **INSPECTION:** All goods and services will be subject to inspection and testing by CITY prior to acceptance. Goods rejected and goods supplied in excess of quantities ordered may be returned to the VENDOR at its expense. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this purchase order, including any applicable drawings and specifications, then CITY, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at VENDOR's expense, require VENDOR to inspect the goods and remove nonconforming goods and/or require VENDOR to replace nonconforming goods or services with conforming goods or services.
37. **PACKAGING:** All goods must be packaged in the manner as specified by CITY and shipped in the manner and by the route and carrier designated by CITY. If CITY does not specify the manner in which the goods must be packaged, VENDOR shall package the goods so as to avoid any damage in transit. If CITY does not specify the manner of shipment, route or carrier, VENDOR shall ship the goods at the lowest possible transportation rates, consistent with VENDOR's obligation to meet the delivery schedule set forth in this Order.
38. **AUDIT:** the CITY reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.
39. **INSURANCE:** Prior to the commencement of work under this Contract, vendor shall obtain and shall continue to maintain in full force and effect during the term of this Contract any insurance required by Law and any additional insurance that may be required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A" or better in the current Best Key Rating Guide. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Contractor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming

the city of Grand Prairie "shall be included" on all types of coverages.

TYPE AMOUNT

Insurance Type	Limit
Commercial General Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Worker's Compensation / Employer's Liability	Statutory \$1,000,000

HB 1295 FORM: At time of contract execution vendor must provide a signed HB 1295 Form received directly from the State of Texas.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

40. **CONTRACT EXECUTION AND START DATE:** The awarded vendor will have ten calendar days after receiving the notice of award to return the executed contract, certificate of insurance, HB 1295 form, and vendor setup packet (when applicable). The CITY reserves the right to terminate the contract immediately, place the VENDOR on the City's debarred vendor list, and award to another VENDOR in the event the VENDOR fails to return the required documents by the indicated time. After documentation is received by the City a notice to proceed or purchase order will be issued. The vendor will have up to five calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.
41. **STORMWATER REQUIREMENTS:** The Contractor shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution in accordance with the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).
42. **LOCAL PREFERENCE:** Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible bidder, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. *Application for Local Bidder Preference must be submitted with bid to be considered by the City of Grand Prairie.* If your principal place of business is within the Grand Prairie city limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, included with your Application for Local Bidder Preference.

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SUBMITTAL FORMS

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EXHIBIT A

SUBMITTAL CHECK LIST – Company Name Nortex Concrete Lift & Stabilization, Inc.

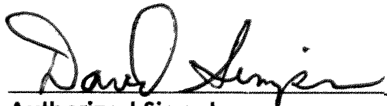
Interested parties MUST submit the following items for consideration by either of the following delivery methods:

- Online through www.PublicPurchase.com
contact vendorsupport@publicpurchase.com for assistance in responding via the website.
- One (1) hard copy, and one (1) electronic copy (flash drive or CD)
delivered to the Purchasing Division:
City Hall
300 W. Main Street
Grand Prairie, TX 75050

The submission should be in the order stated below.

Item		Check List
1	Proposal Submittal Check List	☒
2	Bid Pricing	☒
3	Questionnaire and References	☒
4	Submittal Affirmation Form	☒
5	Historically Underutilized Business Questionnaire and House Bill 89 Verification Form	☒

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.


Authorized Signature

David Simpson
Print/Type Name

CFO
Title

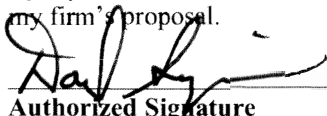
9/16/21
Date

EXHIBIT A

BID PRICING

	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Pavement Leveling Services	170000	LB	\$3.55	\$603,500.00
2	Joint Grinding 0-12 LF	50	LF	\$3.75	\$187.50
3	Joint Grinding 13-120 LF	1000	LF	\$3.50	\$3,500.00
4	Joint Grinding 121-600 LF	3000	LF	\$3.25	\$9,750.00
5	Joint Grinding 601-3000 LF	4000	LF	\$3.00	\$12,000.00
6	Joint Grinding 3001+ LF	5000	LF	\$3.00	\$15,000.00
7	Soil Densification 4ft - 8ft	15000	LB	\$4.55	\$68,250.00
8	Soil Densification 8ft - 15ft	15000	LB	\$4.60	\$69,000.00
9	Soil Densification 15ft +	10000	LB	\$4.60	\$46,000.00
	TOTAL				\$827,187.50

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.



Authorized Signature

CFO

Title

David Simpson

Print/Type Name

9/16/21

Date

EXHIBIT A

QUESTIONNAIRE

All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the City in understanding your submittal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your submittal.

GENERAL CONTACT INFORMATION			
Primary Contact:	Casey DeRosa	Title:	GM
Vendor Name:	Nortex Concrete Lift & Stabilization, Inc.		
Vendor Address:	201 NW 26th St.		
City:	Fort Worth	State:	TX
Zip:	76164		
Phone:	817-831-1240	Fax:	817-831-1245
Email:	casey@nortexconcretelift.com	Tax ID:	20-0291992

*Provide at Least 3 References, including contact name, agency name, title, phone number **and** email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal.*

REFERENCE #1			
Reference Name:	Chris Best	Title:	PW Construction Superintendent
Reference Organization:	City of Plano, TX		
Project Title:	Project #6986 - Residential and Arterial Concrete Pavement Undersealing		
Email:	Chrisbe@plano.gov	Phone:	(972) 769-4128

REFERENCE #2			
Reference Name:	Leland Miller	Title:	Streets Superintendent
Reference Organization:	City of Grand Prairie, TX		
Project Title:	Project # 16-137 Pavement Leveling Services		
Email:	Lrmiller@gptx.org	Phone:	(972) 237-8529

REFERENCE #3			
Reference Name:	Andrew Ferrier	Title:	Project Manager
Reference Organization:	North Texas Tollway Authority		
Project Title:	2020 Systemwide Pavement Profiling with Soil Densification		
Email:	Aferrier@ntta.org	Phone:	(214) 224-2491

EXHIBIT A

EXPERIENCE			
How many years has your company been involved in providing these types of commodities or services?			
Years:	17	Months:	0
Do you have a corporate office, branch office or warehouse located in the Grand Prairie city limits? (5 points)	Yes ☐	No ☒	
Address if different from above:			
Please list all government entities your firm has worked with in the past three (3) years:			
See completed projects list			

BILLING					
What is the timeframe an invoice should be expected after services/commodities are delivered?					
Days	10	Weeks	0	Months	0
Briefly explain how your business maintains and executes a service schedule for various locations:					
Locations for repair are provided by agency. Locations are reviewed and a tentative schedule is sent to agency. Depending on individual agency preferences priority list may be provided and crew/s is sent out to start performing repairs as early as next day.					

EXHIBIT A

LEGAL INFORMATION			
Has your firm failed to complete a contract?	Yes		No X
<i>If yes, please identify the project and date:</i>			
Do you have any litigation issues pending in the last three (3) years?	Yes		No X
<i>If yes, please explain:</i>			
Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?	Yes		No X
<i>If yes, please explain:</i>			

EXHIBIT A

SUBMITTAL AFFIRMATION FORM	
FORM AND ADDENDA ACKNOWLEDGEMENT	
This will acknowledge your submittal contains all items and receipt of the following addenda which are part of the solicitation documents:	
X	All items identified in Submittal Checklist have been submitted
Addendum No.	#1 ✓
INTERLOCAL PURCHASING	
Should other Government entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply:	
Yes	☒
No	☐
OTHER CONDITIONS	
The undersigned agrees to the following:	
✓	A. Agrees that the submittal is complete and all required information/forms were submitted.
✓	B. Agrees that the bid package was fully reviewed and fully understands the requirements.
✓	C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.
✓	D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
✓	E. Will supply all required insurance, and execute contract within the time stated on the notice of award.
✓	F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.
SUBMITTAL CERTIFICATION	
By my signature I affirm that I am duly authorized to execute this proposal as an offer to contract and in compliance with this solicitation, the undersigned firm having examined the specifications, and being familiar with the conditions to be met, hereby submits a proposal for consideration of being selected as COGP 's provider for said services; and agrees to enter into negotiations if selected as a finalist for said services.	



 Authorized Signature

David Simpson

 Print/Type Name

CFO

 Title

9/16/21

 Date

EXHIBIT A

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs.

1. Is your business a certified historically underutilized business (HUB) or Disadvantaged Business Enterprise (DBE)?

X No

Yes; and certifying agency: _____

If you answered in the affirmative, please include a copy of my certification as an attachment to your proposal.

HOUSE BILL 89 VERIFICATION

I hereby verify that the company named in this submittal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

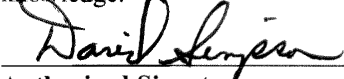
1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.01, 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 Israel-controlled territory, but does not include an action made for 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.

By my signature I affirm the information provided in this submittal is accurate to the best of my knowledge.


Authorized Signature

David Simpson

Print/Type Name

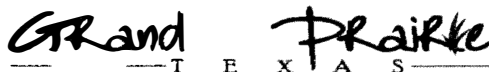
CFO

Title

9/16/21

Date

EXHIBIT A



ADDENDUM #1
RFB # 21158
Pavement Leveling Services

September 17, 2021

1. Seeing as how that it is critical to have a water-resistant polymer, which can be utilized in dry or very wet soil conditions, is the city requiring that the winning contractor use a polymer that is at least 90% hydro-insensitive? If so, will you require that the material is tested and certified by an independent third-party testing laboratory?

: The product needs to be hydrophobic, and testing may be conducted if deemed necessary.

Per the specification:

4.4 Furnish a two-part 1:1 by volume closed cell hydrophobic High Density Polyurethane Foam (HDPF). The material must reach 90% compressive strength within 30 minutes of injection.

36. INSPECTION: All goods and services will be subject to inspection and testing by CITY prior to acceptance. Goods rejected and goods supplied in excess of quantities ordered may be returned to the VENDOR at its expense. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this purchase order, including any applicable drawings and specifications, then CITY, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at VENDOR's expense, require VENDOR to inspect the goods and remove nonconforming goods and/or require VENDOR to replace nonconforming goods or services with conforming goods or services.

2. Does the City of Grand Prairie plan to conduct water absorption testing on the winning contractor's polyurethane? Polyurethane that takes in water will deteriorate and rot, ultimately causing the polyurethane to fail. It can also produce a strong, unpleasant odor that will emanate from the treated area. Compressive testing should be conducted on material samples, per ASTM D1621, and those results recorded. Then conduct water absorption testing on a separate set of samples, per ASTM D2842, and record those results. After the results of ASTM D2842 are completed and recorded, conduct compressive testing per ASTM D1621 on the same samples that underwent ASTM D2842 water absorption testing and record the compressive strength results. A minimum of 90% compressive strength should be required after ASTM 2842 is conducted when compared to the samples that did not undergo ASTM 2842.

We only do product testing as we deem necessary.

3. Since there is not a specific standard, or testing required, in order to determine water absorption, you will allow contractors to supply any kind of polyurethane, as long as it is two-part 1:1 by volume closed cell hydrophobic high density polyurethane foam?

The product must be equal to or better than the specification in paragraph 2.8 of the bid packet.

4. In section 5 regarding traffic control, it states in 5.2.2-Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. There is no line item for traffic control, so will contractors be able to bill the city separately for traffic control on thoroughfares?

No, traffic control will be included into their pay item pricing.

5. Do we need to have a bid bond included with the bid packet?

Page 33 of 84 NOT required. This is for services as needed.

EXHIBIT A

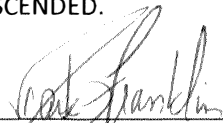
CORPORATE RESOLUTION

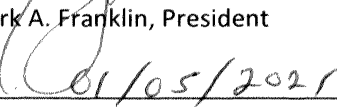
EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
NORTEX CONCRETE LIFT & STABILIZATION, INCORPORATED.

AT THE MEETING OF DIRECTORS OF NORTEX CONCRETE LIFT & STABILIZATION, INC., INCORPORATED, DULY NOTICED AND HELD ON JANUARY 04, 2021. A QUORUM BEING THERE PRESENT, ONE MOTION DULY MADE AND SECONDED. IT WAS

RESOLVED: THAT DAVID SIMPSON, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH ALL CITIES AND STATES OF ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFORE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING
TO BE A TRUE AND CORRECT COPY OF AND
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCENDED.



Mark A. Franklin, President


DATE

(817) 899-7467 (Mobile)
(817) 831-1240 (Office)
(817) 831-1245 (Fax)

NORTEX CONCRETE LIFT AND STABILIZATION
201 NW 26th St. Fort Worth, TX 76164

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EXHIBIT A

Dynamic Cone Penetrometer Log Sheet
LOCATION INFORMATION

County Denton County Pavement Material Concrete
State Texas Pavement Thickness 10"
Roadway SB SRT at Lake Vista Dr Data Recorder Jacob McDonald
Start Time 10:45PM Date 3/10/2020
Finish Time 11:10PM
Penetrometer test # Test Site #1 - SB SRT #78

in	ft	cm	Pre	Blow	Post	in	ft	cm	Pre	Blow	Post
depth	depth	depth	Blows	Baseline	Blows	depth	depth	depth	Blows	Baseline	Blows
3.94	0.33	10	Core	10		200.79	16.73	510		10	
7.87	0.66	20	Core	10		204.72	17.06	520		10	
11.81	0.98	30	Core	10		208.66	17.38	530		10	
15.75	1.31	40	Core	10		212.60	17.71	540		10	
19.69	1.64	50	Core	10		216.54	18.04	550		10	
23.62	1.97	60	6	10		220.47	18.37	560		10	
27.56	2.30	70	7	10		224.41	18.70	570		10	
31.50	2.62	80	5	10		228.35	19.02	580		10	
35.43	2.95	90	6	10		232.28	19.35	590		10	
39.37	3.28	100	8	10		236.22	19.68	600		10	
43.31	3.61	110	11	10		240.16	20.01	610		10	
47.24	3.94	120	6	10		244.09	20.34	620		10	
51.18	4.26	130	5	10		248.03	20.66	630		10	
55.12	4.59	140	11	10		251.97	20.99	640		10	
59.06	4.92	150	10	10		255.91	21.32	650		10	
62.99	5.25	160	7	10		259.84	21.65	660		10	
66.93	5.58	170	9	10		263.78	21.98	670		10	
70.87	5.90	180	12	10		267.72	22.30	680		10	
74.80	6.23	190	11	10		271.65	22.63	690		10	
78.74	6.56	200	8	10		275.59	22.96	700		10	
82.68	6.89	210	12	10		279.53	23.29	710		10	
86.61	7.22	220	5	10		283.46	23.62	720		10	
90.55	7.54	230	7	10		287.40	23.94	730		10	
94.49	7.87	240	5	10		291.34	24.27	740		10	
98.43	8.20	250	27	10		295.28	24.60	750		10	
102.36	8.53	260	30	10		299.21	24.93	760		10	
106.30	8.86	270		10		303.15	25.26	770		10	
110.24	9.18	280		10		307.09	25.58	780		10	
114.17	9.51	290		10		311.02	25.91	790		10	
118.11	9.84	300		10		314.96	26.24	800		10	
122.05	10.17	310		10		318.90	26.57	810		10	
125.98	10.50	320		10		322.83	26.90	820		10	
129.92	10.82	330		10		326.77	27.22	830		10	
133.86	11.15	340		10		330.71	27.55	840		10	
137.80	11.48	350		10		334.65	27.88	850		10	
141.73	11.81	360		10		338.58	28.21	860		10	
145.67	12.14	370		10		342.52	28.54	870		10	
149.61	12.46	380		10		346.46	28.86	880		10	
153.54	12.79	390		10		350.39	29.19	890		10	
157.48	13.12	400		10		354.33	29.52	900		10	
161.42	13.45	410		10		358.27	29.85	910		10	
165.35	13.78	420		10		362.20	30.18	920		10	
169.29	14.10	430		10		366.14	30.50	930		10	
173.23	14.43	440		10		370.08	30.83	940		10	
177.17	14.76	450		10		374.02	31.16	950		10	
181.10	15.09	460		10		377.95	31.49	960		10	
185.04	15.42	470		10		381.89	31.82	970		10	
188.98	15.74	480		10		385.83	32.14	980		10	
192.91	16.07	490		10		389.76	32.47	990		10	
196.85	16.40	500		10		393.70	32.80	1000		10	

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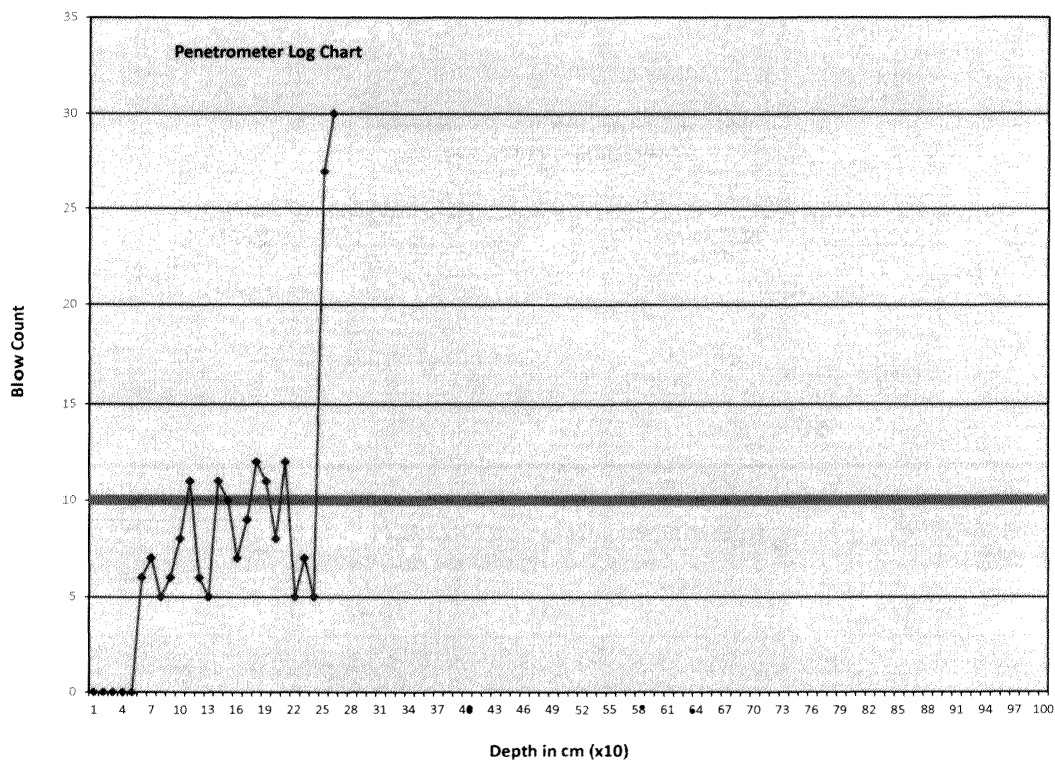
NORTEX Engineering Department
 201 NW 26th St. Fort Worth, TX 76164

WWW.NORTEXCONCRETELIFT.COM
 EXHIBIT A

Dynamic Cone Penetrometer Log Sheet
LOCATION INFORMATION

County <u>Denton County</u>	Pavement Material <u>Concrete</u>
State <u>Texas</u>	Pavement Thickness <u>10"</u>
Roadway <u>SB SRT at Lake Vista Dr</u>	Data Recorder <u>Jacob McDonald</u>
Start Time <u>10:45PM</u>	Date <u>3/10/2020</u>
Finish Time <u>11:10PM</u>	
Penetrometer test # <u>Test Site #1 - SB SRT #78</u>	

—●— 10 Blow Baseline
 —●— Pre Injection Penetrometer Test
 —●— Post Injection Penetrometer Test



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201 NW 26th St. Fort Worth, TX 76164

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EXHIBIT A

Dynamic Cone Penetrometer Log Sheet
LOCATION INFORMATION

County Denton County Pavement Material Concrete
State Texas Pavement Thickness 10"
Roadway NB PG&T S of Gateway Dr, series of 2 Data Recorder Jacob McDonald
Start Time 9:45am Date 7/9/2020
Finish Time 10:00pm
Penetrometer test # Test Site #1 - NB PG&T #18

in	ft	cm	Pre	Blow	Post	in	ft	cm	Pre	Blow	Post
depth	depth	depth	Blows	Baseline	Blows	depth	depth	depth	Blows	Baseline	Blows
3.94	0.33	10	Core	10		200.79	16.73	510		10	
7.87	0.66	20	Core	10		204.72	17.06	520		10	
11.81	0.98	30	Core	10		208.66	17.38	530		10	
15.75	1.31	40	Core	10		212.60	17.71	540		10	
19.69	1.64	50	Core	10		216.54	18.04	550		10	
23.62	1.97	60	3	10		220.47	18.37	560		10	
27.56	2.30	70	0	10		224.41	18.70	570		10	
31.50	2.62	80	0	10		228.35	19.02	580		10	
35.43	2.95	90	1	10		232.28	19.35	590		10	
39.37	3.28	100	3	10		236.22	19.68	600		10	
43.31	3.61	110	5	10		240.16	20.01	610		10	
47.24	3.94	120	5	10		244.09	20.34	620		10	
51.18	4.26	130	5	10		248.03	20.66	630		10	
55.12	4.59	140	5	10		251.97	20.99	640		10	
59.06	4.92	150	4	10		255.91	21.32	650		10	
62.99	5.25	160	5	10		259.84	21.65	660		10	
66.93	5.58	170	5	10		263.78	21.98	670		10	
70.87	5.90	180	4	10		267.72	22.30	680		10	
74.80	6.23	190	4	10		271.65	22.63	690		10	
78.74	6.56	200	4	10		275.59	22.96	700		10	
82.68	6.89	210	4	10		279.53	23.29	710		10	
86.61	7.22	220	3	10		283.46	23.62	720		10	
90.55	7.54	230	4	10		287.40	23.94	730		10	
94.49	7.87	240	4	10		291.34	24.27	740		10	
98.43	8.20	250	9	10		295.28	24.60	750		10	
102.36	8.53	260	10	10		299.21	24.93	760		10	
106.30	8.86	270	11	10		303.15	25.26	770		10	
110.24	9.18	280	15	10		307.09	25.58	780		10	
114.17	9.51	290	19	10		311.02	25.91	790		10	
118.11	9.84	300		10		314.96	26.24	800		10	
122.05	10.17	310		10		318.90	26.57	810		10	
125.98	10.50	320		10		322.83	26.90	820		10	
129.92	10.82	330		10		326.77	27.22	830		10	
133.86	11.15	340		10		330.71	27.55	840		10	
137.80	11.48	350		10		334.65	27.88	850		10	
141.73	11.81	360		10		338.58	28.21	860		10	
145.67	12.14	370		10		342.52	28.54	870		10	
149.61	12.46	380		10		346.46	28.86	880		10	
153.54	12.79	390		10		350.39	29.19	890		10	
157.48	13.12	400		10		354.33	29.52	900		10	
161.42	13.45	410		10		358.27	29.85	910		10	
165.35	13.78	420		10		362.20	30.18	920		10	
169.29	14.10	430		10		366.14	30.50	930		10	
173.23	14.43	440		10		370.08	30.83	940		10	
177.17	14.76	450		10		374.02	31.16	950		10	
181.10	15.09	460		10		377.95	31.49	960		10	
185.04	15.42	470		10		381.89	31.82	970		10	
188.98	15.74	480		10		385.83	32.14	980		10	
192.91	16.07	490		10		389.76	32.47	990		10	
196.85	16.40	500		10		393.70	32.80	1000		10	

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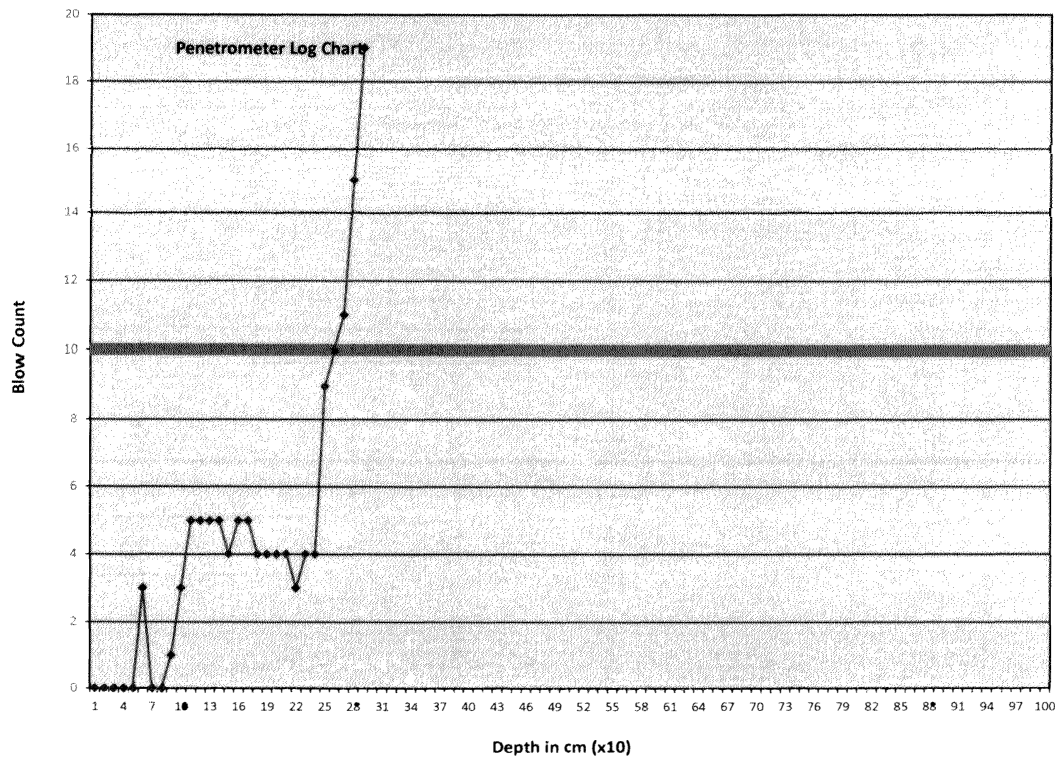
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 EXHIBIT A

Dynamic Cone Penetrometer Log Sheet
LOCATION INFORMATION

County Denton County
 State Texas
 Roadway NB PGBT S of Gateway Dr; series of 2
 Start Time 9:45pm
 Finish Time 10:00pm
 Penetrometer test # Test Site #1 - NB PGBT #18

Pavement Material Concrete
 Pavement Thickness 10"
 Data Recorder Jacob McDonald
 Date 7/9/2020

— 10 Blow Baseline
 — Pre Injection Penetrometer Test
 — Post Injection Penetrometer Test



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201 NW 26th St. Fort Worth, TX 76164

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EXHIBIT A

Dynamic Cone Penetrometer Log Sheet
LOCATION INFORMATION

County Dallas County Pavement Material Concrete
State Texas Pavement Thickness 10"
Roadway NB PGBT at N of Miller Rd - Heave Data Recorder Jacob McDonald
Start Time 11:15pm Date 8/26/2020
Finish Time 11:30pm
Penetrometer test # Test Site #1 - NB PGBT #24 station 1507

in	ft	cm	Pre	Blow	Post	in	ft	cm	Pre	Blow	Post
depth	depth	depth	Blows	Baseline	Blows	depth	depth	depth	Blows	Baseline	Blows
3.94	0.33	10	Core	10		200.79	16.73	510		10	
7.87	0.66	20	Core	10		204.72	17.06	520		10	
11.81	0.98	30	Core	10		208.66	17.38	530		10	
15.75	1.31	40	Core	10		212.60	17.71	540		10	
19.69	1.64	50	Core	10		216.54	18.04	550		10	
23.62	1.97	60	22	10		220.47	18.37	560		10	
27.56	2.30	70	7	10		224.41	18.70	570		10	
31.50	2.62	80	6	10		228.35	19.02	580		10	
35.43	2.95	90	4	10		232.28	19.35	590		10	
39.37	3.28	100	5	10		236.22	19.68	600		10	
43.31	3.61	110	4	10		240.16	20.01	610		10	
47.24	3.94	120	5	10		244.09	20.34	620		10	
51.18	4.26	130	4	10		248.03	20.66	630		10	
55.12	4.59	140	4	10		251.97	20.99	640		10	
59.06	4.92	150	3	10		255.91	21.32	650		10	
62.99	5.25	160	3	10		259.84	21.65	660		10	
66.93	5.58	170	3	10		263.78	21.98	670		10	
70.87	5.90	180	4	10		267.72	22.30	680		10	
74.80	6.23	190	5	10		271.65	22.63	690		10	
78.74	6.56	200	3	10		275.59	22.96	700		10	
82.68	6.89	210	4	10		279.53	23.29	710		10	
86.61	7.22	220	2	10		283.46	23.62	720		10	
90.55	7.54	230	2	10		287.40	23.94	730		10	
94.49	7.87	240	3	10		291.34	24.27	740		10	
98.43	8.20	250	8	10		295.28	24.60	750		10	
102.36	8.53	260	10	10		299.21	24.93	760		10	
106.30	8.86	270	10	10		303.15	25.26	770		10	
110.24	9.18	280	16	10		307.09	25.58	780		10	
114.17	9.51	290	15	10		311.02	25.91	790		10	
118.11	9.84	300	18	10		314.96	26.24	800		10	
122.05	10.17	310		10		318.90	26.57	810		10	
125.98	10.50	320		10		322.83	26.90	820		10	
129.92	10.82	330		10		326.77	27.22	830		10	
133.86	11.15	340		10		330.71	27.55	840		10	
137.80	11.48	350		10		334.65	27.88	850		10	
141.73	11.81	360		10		338.58	28.21	860		10	
145.67	12.14	370		10		342.52	28.54	870		10	
149.61	12.46	380		10		346.46	28.86	880		10	
153.54	12.79	390		10		350.39	29.19	890		10	
157.48	13.12	400		10		354.33	29.52	900		10	
161.42	13.45	410		10		358.27	29.85	910		10	
165.35	13.78	420		10		362.20	30.18	920		10	
169.29	14.10	430		10		366.14	30.50	930		10	
173.23	14.43	440		10		370.08	30.83	940		10	
177.17	14.76	450		10		374.02	31.16	950		10	
181.10	15.09	460		10		377.95	31.49	960		10	
185.04	15.42	470		10		381.89	31.82	970		10	
188.98	15.74	480		10		385.83	32.14	980		10	
192.91	16.07	490		10		389.76	32.47	990		10	
196.85	16.40	500		10		393.70	32.80	1000		10	

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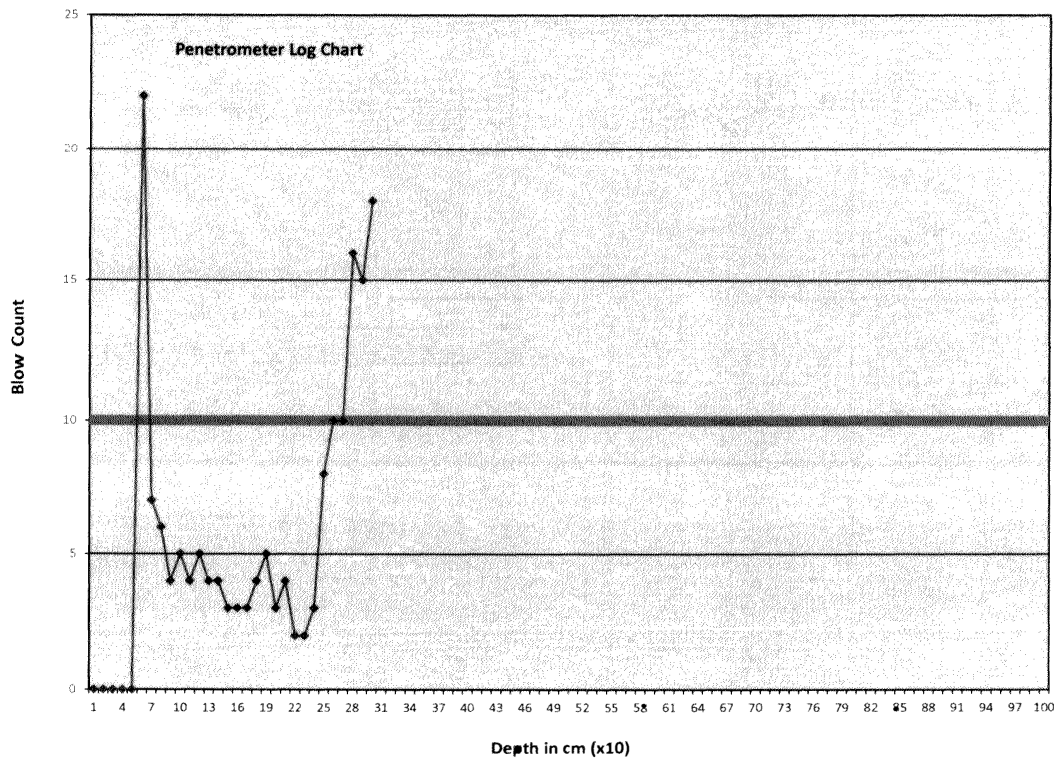
WWW.NORTEXCONCRETELIFT.COM
 EXHIBIT A

Dynamic Cone Penetrometer Log Sheet
 LOCATION INFORMATION

County Dallas County
 State Texas
 Roadway NB PGBT at N of Miller Rd - Heave
 Start Time 11:15pm
 Finish Time 11:30pm
 Penetrometer test # Test Site #1 - NB PGBT #24 station 150

Pavement Material Concrete
 Pavement Thickness 10"
 Data Recorder Jacob McDonald
 Date 8/26/2020

— 10 Blow Baseline
 — Pre Injection Penetrometer Test
 — Post Injection Penetrometer Test



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EXHIBIT A

Dynamic Cone Penetrometer Log Sheet
LOCATION INFORMATION

County Dallas County Pavement Material Concrete
State Texas Pavement Thickness 10"
Roadway NB DNT at Panther Creek Bridge - Dep Data Recorder Jacob McDonald
Start Time 11:05am Date 10/22/2020
Finish Time 11:30am
Penetrometer test # Test Site #2 Sta. 1550 - SB DNT #11

in	ft	cm	Pre	Blow	Post	in	ft	cm	Pre	Blow	Post
depth	depth	depth	Blows	Baseline	Blows	depth	depth	depth	Blows	Baseline	Blows
3.94	0.33	10	Core	10		200.79	16.73	510		10	
7.87	0.66	20	Core	10		204.72	17.06	520		10	
11.81	0.98	30	Core	10		208.66	17.38	530		10	
15.75	1.31	40	Core	10		212.60	17.71	540		10	
19.69	1.64	50	Core	10		216.54	18.04	550		10	
23.62	1.97	60	5	10		220.47	18.37	560		10	
27.56	2.30	70	13	10		224.41	18.70	570		10	
31.50	2.62	80	10	10		228.35	19.02	580		10	
35.43	2.95	90	9	10		232.28	19.35	590		10	
39.37	3.28	100	7	10		236.22	19.68	600		10	
43.31	3.61	110	6	10		240.16	20.01	610		10	
47.24	3.94	120	4	10		244.09	20.34	620		10	
51.18	4.26	130	4	10		248.03	20.66	630		10	
55.12	4.59	140	4	10		251.97	20.99	640		10	
59.06	4.92	150	3	10		255.91	21.32	650		10	
62.99	5.25	160	3	10		259.84	21.65	660		10	
66.93	5.58	170	2	10		263.78	21.98	670		10	
70.87	5.90	180	6	10		267.72	22.30	680		10	
74.80	6.23	190	6	10		271.65	22.63	690		10	
78.74	6.56	200	7	10		275.59	22.96	700		10	
82.68	6.89	210	8	10		279.53	23.29	710		10	
86.61	7.22	220	8	10		283.46	23.62	720		10	
90.55	7.54	230	9	10		287.40	23.94	730		10	
94.49	7.87	240	8	10		291.34	24.27	740		10	
98.43	8.20	250	10	10		295.28	24.60	750		10	
102.36	8.53	260	15	10		299.21	24.93	760		10	
106.30	8.86	270	21	10		303.15	25.26	770		10	
110.24	9.18	280		10		307.09	25.58	780		10	
114.17	9.51	290		10		311.02	25.91	790		10	
118.11	9.84	300		10		314.96	26.24	800		10	
122.05	10.17	310		10		318.90	26.57	810		10	
125.98	10.50	320		10		322.83	26.90	820		10	
129.92	10.82	330		10		326.77	27.22	830		10	
133.86	11.15	340		10		330.71	27.55	840		10	
137.80	11.48	350		10		334.65	27.88	850		10	
141.73	11.81	360		10		338.58	28.21	860		10	
145.67	12.14	370		10		342.52	28.54	870		10	
149.61	12.46	380		10		346.46	28.86	880		10	
153.54	12.79	390		10		350.39	29.19	890		10	
157.48	13.12	400		10		354.33	29.52	900		10	
161.42	13.45	410		10		358.27	29.85	910		10	
165.35	13.78	420		10		362.20	30.18	920		10	
169.29	14.10	430		10		366.14	30.50	930		10	
173.23	14.43	440		10		370.08	30.83	940		10	
177.17	14.76	450		10		374.02	31.16	950		10	
181.10	15.09	460		10		377.95	31.49	960		10	
185.04	15.42	470		10		381.89	31.82	970		10	
188.98	15.74	480		10		385.83	32.14	980		10	
192.91	16.07	490		10		389.76	32.47	990		10	
196.85	16.40	500		10		393.70	32.80	1000		10	

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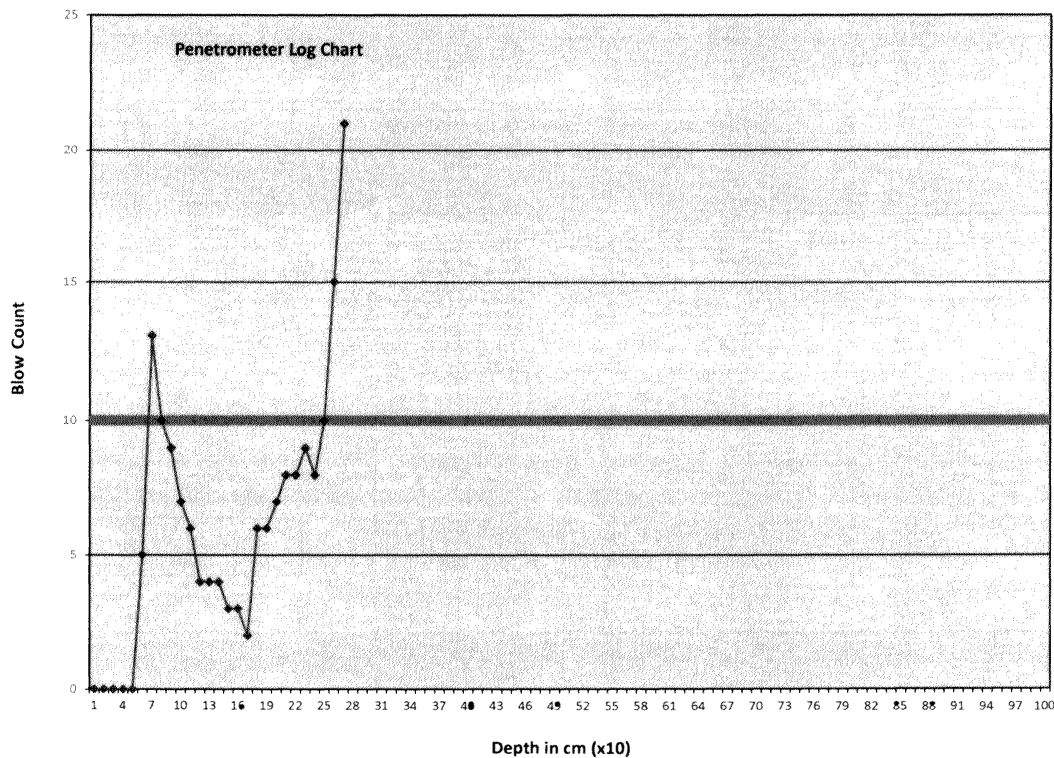
WWW.NORTEXCONCRETELIFT.COM
EXHIBIT A

Dynamic Cone Penetrometer Log Sheet
LOCATION INFORMATION

County Dallas County
State Texas
Roadway NB DNT at Panther Creek Bridge - Dep
Start Time 11:05am
Finish Time 11:30am
Penetrometer test # Test Site #2 Sta. 1550 - S9 DNT #11

Pavement Material Concrete
Pavement Thickness 10"
Data Recorder Jacob McDonald
Date 10/22/2020

10 Blow Baseline
Pre Injection Penetrometer Test
Post Injection Penetrometer Test



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EXHIBIT A

Dynamic Cone Penetrometer Log Sheet											
LOCATION INFORMATION											
County <u>Denton County</u>			Pavement Material <u>Concrete</u>								
State <u>Texas</u>			Pavement Thickness <u>10"</u>								
Roadway <u>SB SRT at S of Carrollton Pkwy</u>			Data Recorder <u>Jacob McDonald</u>								
Start Time <u>10:00pm</u>			Date <u>11/16/2020</u>								
Finish Time <u>10:20pm</u>											
Penetrometer test # <u>Test Site #1 - SB SRT #85</u>											

in	ft	cm	Pre	Blow	Post	in	ft	cm	Pre	Blow	Post
depth	depth	depth	Blows	Baseline	Blows	depth	depth	depth	Blows	Baseline	Blows
3.94	0.33	10	Core	10		200.79	16.73	510		10	
7.87	0.66	20	Core	10		204.72	17.06	520		10	
11.81	0.98	30	Core	10		208.66	17.38	530		10	
15.75	1.31	40	Core	10		212.60	17.71	540		10	
19.69	1.64	50	Core	10		216.54	18.04	550		10	
23.62	1.97	60	3	10		220.47	18.37	560		10	
27.56	2.30	70	2	10		224.41	18.70	570		10	
31.50	2.62	80	6	10		228.35	19.02	580		10	
35.43	2.95	90	7	10		232.28	19.35	590		10	
39.37	3.28	100	7	10		236.22	19.68	600		10	
43.31	3.61	110	6	10		240.16	20.01	610		10	
47.24	3.94	120	6	10		244.09	20.34	620		10	
51.18	4.26	130	6	10		248.03	20.66	630		10	
55.12	4.59	140	6	10		251.97	20.99	640		10	
59.06	4.92	150	7	10		255.91	21.32	650		10	
62.99	5.25	160	9	10		259.84	21.65	660		10	
66.93	5.58	170	8	10		263.78	21.98	670		10	
70.87	5.90	180	10	10		267.72	22.30	680		10	
74.80	6.23	190	12	10		271.65	22.63	690		10	
78.74	6.56	200	14	10		275.59	22.96	700		10	
82.68	6.89	210	14	10		279.53	23.29	710		10	
86.61	7.22	220		10		283.46	23.62	720		10	
90.55	7.54	230		10		287.40	23.94	730		10	
94.49	7.87	240		10		291.34	24.27	740		10	
98.43	8.20	250		10		295.28	24.60	750		10	
102.36	8.53	260		10		299.21	24.93	760		10	
106.30	8.86	270		10		303.15	25.26	770		10	
110.24	9.18	280		10		307.09	25.58	780		10	
114.17	9.51	290		10		311.02	25.91	790		10	
118.11	9.84	300		10		314.96	26.24	800		10	
122.05	10.17	310		10		318.90	26.57	810		10	
125.98	10.50	320		10		322.83	26.90	820		10	
129.92	10.82	330		10		326.77	27.22	830		10	
133.86	11.15	340		10		330.71	27.55	840		10	
137.80	11.48	350		10		334.65	27.88	850		10	
141.73	11.81	360		10		338.58	28.21	860		10	
145.67	12.14	370		10		342.52	28.54	870		10	
149.61	12.46	380		10		346.46	28.86	880		10	
153.54	12.79	390		10		350.39	29.19	890		10	
157.48	13.12	400		10		354.33	29.52	900		10	
161.42	13.45	410		10		358.27	29.85	910		10	
165.35	13.78	420		10		362.20	30.18	920		10	
169.29	14.10	430		10		366.14	30.50	930		10	
173.23	14.43	440		10		370.08	30.83	940		10	
177.17	14.76	450		10		374.02	31.16	950		10	
181.10	15.09	460		10		377.95	31.49	960		10	
185.04	15.42	470		10		381.89	31.82	970		10	
188.98	15.74	480		10		385.83	32.14	980		10	
192.91	16.07	490		10		389.76	32.47	990		10	
196.85	16.40	500		10		393.70	32.80	1000		10	

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 EXHIBIT A

Dynamic Cone Penetrometer Log Sheet
 LOCATION INFORMATION

County <u>Denton County</u>	Pavement Material <u>Concrete</u>
State <u>Texas</u>	Pavement Thickness <u>10"</u>
Roadway <u>SB SRT at S of Carrollton Pkwy</u>	Data Recorder <u>Jacob McDonald</u>
Start Time <u>10:00pm</u>	Date <u>11/16/2020</u>
Finish Time <u>10:20pm</u>	
Penetrometer test # <u>Test Site #1 - SB SRT #85</u>	

☒ 10 Blow Baseline
☒ Pre Injection Penetrometer Test
☒ Post Injection Penetrometer Test

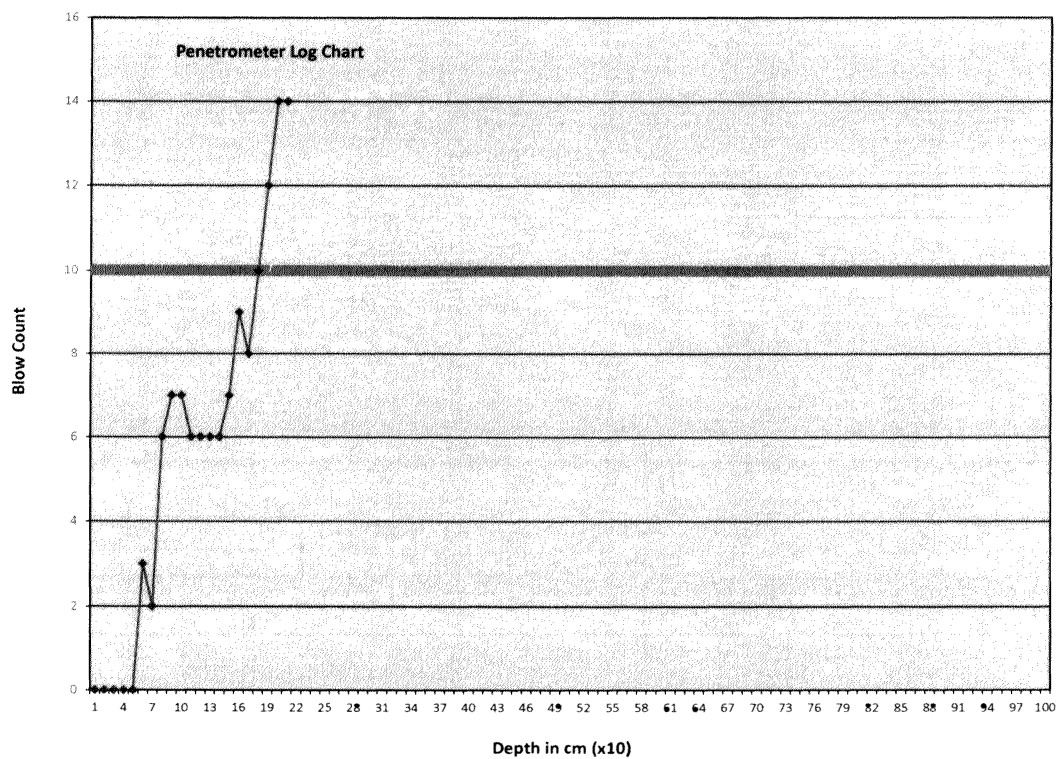
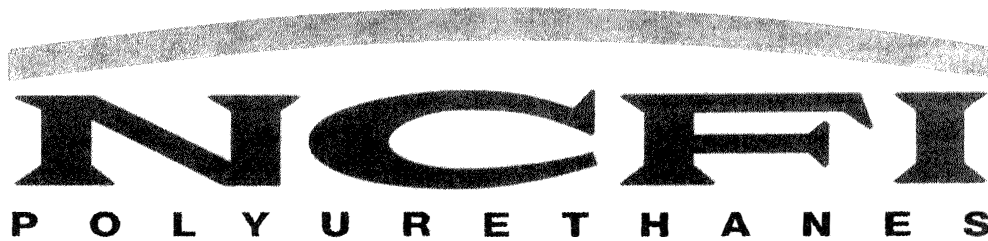


EXHIBIT A



PO Box 1528 * Mount Airy, NC 27030-1528 * 336-789-9161
www.NCFI.com

***Report of Results for NCFI Polyurethanes
TerraThane System 24-003
Hydrophobic/Hydro-Insensitive
Geotechnical Polymer.***

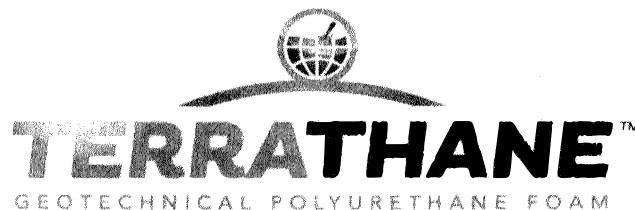


EXHIBIT A

Hydro-Insensitivity of High Density Polyurethane Grout - Panel Test Data Sheet

Polymer Type & Manufacturer NCFI Polyurethane Foam System 24-003

Lot # & Date on Component Containers Resin, mfg'd 8/6/2020

PROPORTIONING EQUIPMENT

Proportioner PMC PH-40

Hose Length (ft.) 50 ft.

Gun GX-7

Gun Set-up 42/42 pour module

A/B/H Temperature (°F) 110°/110°/110°

A/B Pressure (psi) 1000 static / 800 dynamic

CALIBRATION TEST

11:05:00 Time at Beginning of Injection (HH:MM:SS)

11:05:22 Time at End of Injection (HH:MM:SS)

5 Sample Weight (lbs.) vs. NA Certified Flow Meter Weight (lbs.)

INJECTION PROCEDURE – DRY INJECTION PROCEDURE - WET

✓ (✓) 5 lbs. of Material Injected
into Box

✓ (✓)) Add 15 lbs. of Water into
Box

✓ (✓) After 10 minutes, Remove Top Cover

✓ (✓) 5 lbs. of Material
Injected into Box

✓ (✓) After 30 minutes, Sample the HDP

✓ (✓) After 10 minutes,
Material Remove Top Cover

✓ (✓) After 30 minutes, Sample
the HDP Material

MATERIAL ANALYSIS

Dry Injection Shots

	Density (pcf)	Compressive Strength (psi)
Sample 1	<u>4.34</u>	<u>72.51</u>

Wet Injection Shots

	Density (pcf)	Compressive Strength (psi)
	<u>4.16</u>	<u>48.04</u>

% Retention of
Density

EXHIBIT A

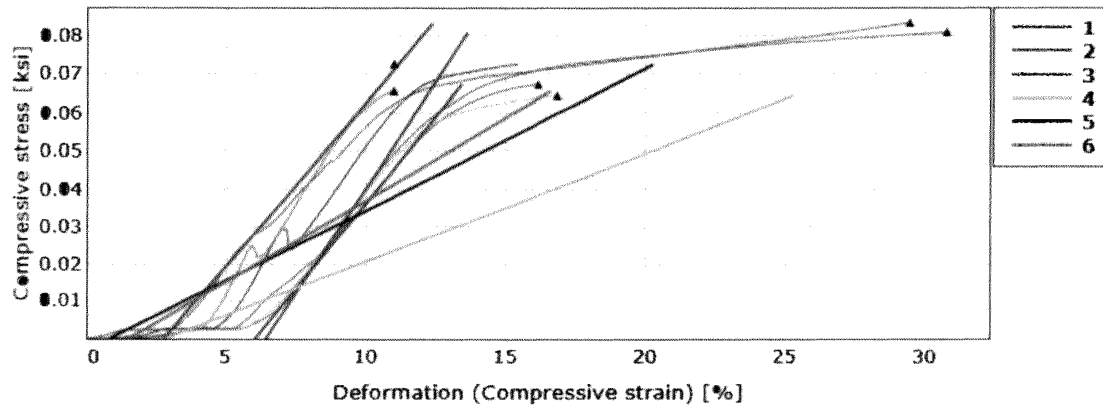
Sample 1 96%

Technician Ellis Wysinger/Steve Barnes

Date 9/30/2020

TEST RESULTS
GTP-9 DRY TEST RESULTS

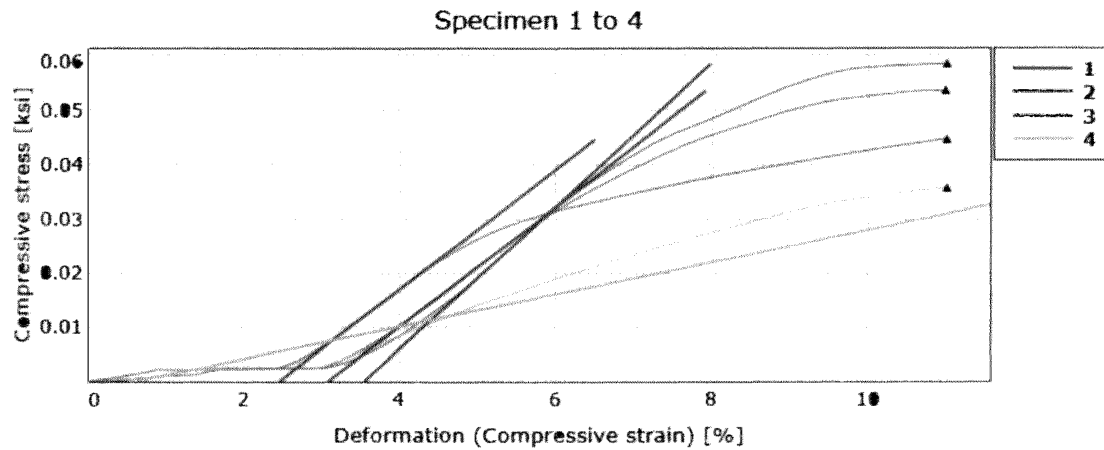
Specimen 1 to 6



	Compressive Strength @ Max Load [psi]	% Deformation at Max Load [%]	Compressive Strength @ 10% Deformation [psi]	Load at 10 % Deformation [lbf]	Modulus (Automatic Young's) [psi]
1	83.37	29.42	56.48	225.92	865.16
2	80.85	30.73	39.86	159.46	1121.66
3	67.65	16.18	36.14	144.56	914.15
4	64.77	16.86	39.34	157.37	287.73
5	72.63	15.41	51.20	204.79	280.33
6	65.79	11.00	61.29	245.14	436.28
Mean	72.51	19.94	47.39	189.54	650.88

GTP-9 WET TEST RESULTS

EXHIBIT A



	Compressive Strength @ Max Load [psi]	% Deformation at Max Load [%]	Compressive Strength @ 10% Deformation [psi]	Load at 10 % Deformation [lbf]	Modulus (Automatic Young's) [psi]
1	44.66	11.00	42.61	170.46	1104.90
2	53.40	10.99	52.46	209.84	1107.76
3	58.34	10.99	57.65	230.60	1317.14
4	35.76	11.00	34.11	136.42	299.24
Mean	48.04	11.00	46.71	186.83	957.26

SUBMERGED PERFORMANCE TESTING RESULTS

172-25 Test 1 Dry		172-25 Test 2 Wet		
Test Sample Name #	Compressive Strength [psi]		Compressive Strength [psi]	%Differential
Sample 1	88.38	Sample 1	86.18	2%
Sample 2	89.68	Sample 2	87.56	2%
Sample 3	93.36	Sample 3	90.68	3%
Sample 4	89.1	Sample 4	85.21	4%
Sample 5	96.49	Sample 5	93.01	4%
Average:	91.40	Average:	88.53	3%

EXHIBIT A

TERRATHANE™

GEOTECHNICAL POLYURETHANE

24-003

Technical Data Sheet

TERRATHANE™ Polyurethanes

TerraThane™ Polyurethanes by NCFI are uniquely formulated for a variety of geotechnical applications. Each batch goes through stringent testing and quality assurance standards to ensure reliability in the field.

24-003 APPLICATIONS

Bridge Approaches and Departures
Highway and Streets
Airport Runways and Taxiways
Concrete Slab Lifting
Joint Matching
Void Filling
Deep Soil Injection

About 24-003

TerraThane™ 24-003 is a hydrophobic/hydro-insensitive, MDI-based polymer formula that is specially designed for exceptional flow or spread under concrete structures when water is present. The 24-003 flowability ensures voidfill and support before lifting. 24-003 is available with an NSF/ANSI 61 Section 5 – 2017 certification.

Reaction Curve at 110°

Cream Time	7 seconds
Gel Time	13 Seconds
Tack Free Time	19 seconds



CERTIFIED TO
NSF/ANSI 61

Physical Properties

Physical Properties	Test Method	Free Rise	Restrained
Density	ASTM D1622	4.0 pcf	5-6 pcf
Compressive Strength	ASTM D1621	68 psi	80-100 psi
Compressive Modulus	ASTM D1621	1900 psi	2400-3200 psi
Tensile Strength	ASTM D1623	79 psi	100-120 psi
Tensile Modulus	ASTM D1623	1446 psi	3100 psi
Water Absorption	ASTM D2842	≤ 0.04 lbs/ft²	≤ 0.04 lbs/ft²
Closed Cell Content		>92%	>92%
Max Service Temp		200°F	200°F
Elongation	ASTM D1623	5.1%	
Shear Strength	ASTM C273	52.0 psi	90 psi
Shear Modulus	ASTM C273	602 psi	677 psi
Flexural Strength	ASTM D790	80 psi	387 psi
Flexural Modulus	ASTM D790	1625 psi	13502 psi

Page 49 of 84 TerraThane Geotechnical Division • NCFI Polyurethanes

Div. of Barnhardt Manufacturing Co. • P.O. Box 1528 • Mounty Airy, NC 27030 • 800-346-8229

WWW.TERRATHANE.COM

TERRATHANE™
24-003
Technical Data Sheet

EXHIBIT A



**Results for Delta Urethanes Norfill 4.0 Polyurethane
Grout Material Hydro-insensitivity Test – GTP-9**

Testing performed on October 13, 2020



Page 50 of 84

4008 Louetta Road #464 B
Spring, TX 77388-4405
(832) 827-2915

EXHIBIT A

Hydro-Insensitivity of High Density Polyurethane Grout - Panel Test Data Sheet

Polymer Type & Manufacturer NorFill Grout Resin (Mfg by Delta Urethane LLC)
 Lot # & Date on Component Containers Lot# A-side: 0319011278 Date: 03/19/2020
Lot# B-side: CL4.0B-090320 Date: 09/03/2020

PROPORTIONING EQUIPMENT

Proportioner GRACO H 25/35 Hose Length (ft.) 75 ft
 Gun GX-7 Gun Set-up 01 / 90 mix chamber
 A/B/H Temperature (°F) 90/95/95 A/B Pressure (psi) 1000 / 1000 static

CALIBRATION TEST

00:30 00:00 Time at Beginning of Injection (HH:MM:SS)
00:16 00:17 Time at End of Injection (HH:MM:SS)
5.0 lbs 5.0 lbs Sample Weight (lbs.) vs. - Certified Flow Meter Weight (lbs.)

INJECTION PROCEDURE – DRY

done (✓) 5 lbs. of Material Injected into Box
done (✓) After 10 minutes, Remove Top Cover
done (✓) After 30 minutes, Sample the HDP Material

INJECTION PROCEDURE - WET

done (✓) Add 15 lbs. of Water into Box
done (✓) 5 lbs. of Material Injected into Box
done (✓) After 10 minutes, Remove Top Cover
done (✓) After 30 minutes, Sample the HDP Material

MATERIAL ANALYSIS

Dry Injection Shots

	Density (pcf)	Compressive Strength (psi)
Sample 1	4.52	54.1
Sample 2	4.97	63.6

Wet Injection Shots

	Density (pcf)	Compressive Strength (psi)
	4.38	50.4
	4.79	62.0

	% Retention of Density
Sample 1	96.9 (PASS)
Sample 2	96.4 (PASS)

Technician *William J. Hester*
 Date 10/13/20

EXHIBIT A

Nor-Fill Grout

Product Description:

Nor-fill Grout is a two component, closed cell polyurethane hydrophobic grout system used for soil stabilization, lifting foundations, road beds, driveways or any surface that needs to be secured or lifted to grade. The product is formed by the reaction of a resin blend and polymeric methylene diphenyl diisocyanate. The resin blend is comprised of polyols, additives and blowing agents. The unique composition of Nor-Fill Grout allows the material to perform well in wet environments frequently found below grade.

Typical Chemical Attributes:

	<u>Isocyanate</u>	<u>Resin</u>
Viscosity	190 cps	820 cps
Density	10.3 lbs./gal	8.5 lbs./gal
Appearance	brown liquid	dark grey liquid

Typical Reaction Profile:

	Hand Mix @ 72 °F	Machine Mix @120°F
Cream Time (sec)	19	7
Gel Time (sec)	70	-
Tack Free Time (sec)	90	14-16
Rise Time (sec)	110	20-22
Density (Free Rise)	4.1 pcf	3 - 4 pcf

Typical Physical Properties:

Restrained Core Density (ASTM D1622)	5.3 pcf
Compressive Strength (ASTM D1621)	85 psi
Tensile Strength (ASTM D1623)	105 psi
Closed Cell Content (ASTM 2856)	>93%
Water Absorption (ASTM D2842)	<0.04 lbs./sq.ft.
Dimensional Stability (ASTM D2126)	Volume change
Heat age, 93°C, 7 days	- 1.6%
Humid age 70°C, 97% R.H. 7 days	- 1.0%
Cold age, -40°C, 7 days	0.1%
Resistance to Solvents	Excellent
Resistance to Mold and Mildew	Excellent
Maximum Service Temperature	200°F

*These are typical values obtained from laboratory experiments and are provided as general information only.

Processing Parameters:

Nor-Fill is designed to be applied by trained contractors using high pressure, plural component proportioners. The proportioner must be able to maintain the designed temperature and pressure for Nor-Fill Grout™ products:

Pressure	1000 to 1750 psi
Pre-heater temperature	95 to 125°F
Hose temperature	95 to 125°F

Optimal settings will vary with proportioner, hose dimensions, gun configuration and ambient conditions. It is critical for installers to understand the limitations associated with their equipment.

Storage & Shelf Life:

Nor-Fill Grout™ components have an optimal shelf life of 6 months when stored in unopened containers at temperature between 50° and 70°F. Excessively high temperatures may reduce optimal shelf life. Store the isocyanate and the resin components in a conditioned area, away from exposure to direct sun light and precipitation. Keep material containers tightly closed. Material in opened containers should be kept under a blanket of dry air or nitrogen.

Store material at 70° – 80°F for 48 hours prior to application.

Safety and Handling Information:

It is critical to read and become familiar with the Material Safety Datasheets prior to working with Nor-Fill Grout™ liquid components. When handling these materials and during application, always use appropriate personal protective equipment. Avoid prolonged breathing of vapors; avoid contact with skin, eyes and mucous membranes. In case of chemical contact with eyes, flush with water for at least 15 minutes and get medical attention. For more information, consult the Material Safety Datasheets.

The descriptions, data, designs and information contained herein are presented in good faith and believed to be accurate. This information is provided for guidance ONLY. Many factors will affect the processing or application of Delta Urethanes LLC products. It is necessary that you make tests to determine ultimate suitability for Delta Urethanes LLC products for your particular application. No warranties of any kind, either expressed or implied, including warranties of merchantability or fitness for a particular purpose, are made regarding products described, data or designs presented. In no case shall the descriptions, information, data or designs provided be considered a part of our terms and conditions of sale. All information and technical specifications are provided without warranty or guarantee and is subject to change without notice. You expressly agree to release Delta Urethanes LLC from all liability in tort or contract based on the technical information provided. All such information is accepted at your own risk.

EXHIBIT A



To: Departments of Transportations, City Governments, Engineering Firms, and Private Customers

Re: High Density Polyurethane Flow Meter Certification Requirement

To whom it may concern:

Nortex Concrete Lift & Stabilization, Inc. through distributor Hatfield and Co. purchased new flow meters and displays from March 2020 to June 2020. Part numbers and part totals are listed below. Certification is good from 1 year from date of install. Standard industry practices require meters and displays to be field tested every 6 months thereafter to ensure continued accuracy.

Pictures and/or videos are sent directly to requesting agency if agency can't be onsite when testing is performed. Individual contractor may be required to send new certifications 1-2 times per year as equipment ages as required by individual customer as to individual specifications.

If sales receipts are required then they can be provided by contractor.

Equipment/Parts Information Purchased:

OMO25A101-222 1" GPI oval gear meter high viscosity TY PPS rotors flow range 2.6-40 GPM

Amount Purchased: 24

RT14 2DOFM GPI lithium battery powered digital display calibrated and certified

Amount Purchased: 24

Sincerely,

Compliance/Technical Department

EXHIBIT A

FLOW METER TEST REPORT

TRUCK # 2

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Bonnie Hobson Date: 8/6/21Verified by: A. Vazquez Date: 8/6/21

STATE OF TEXAS

COUNTY OF TARRANT

Before me this day came Bonnie Hobson, who is either known by me or produced _____, as identification and acknowledged that he has certified flow meters as performing correctly.

Subscribed and sworn on before me this 6 day of August, 2021My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:

Page 54

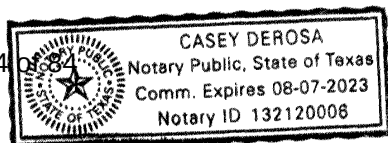


EXHIBIT A

FLOW METER TEST REPORT

TRUCK # 2

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

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Testing performed by: Ronnie Hobson Date: 8/6/21Verified by: [Signature] Date: 8/6/21

STATE OF TEXAS

COUNTY OF TARRANT

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Subscribed and sworn on before me this 6 day of August, 2021My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:

Page 55 of 88

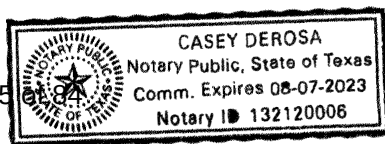


EXHIBIT A

FLOW METER TEST REPORT

TRUCK # 3

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Ronnie Hobson Date: 8/6/21Verified by: [Signature] Date: 8/6/21

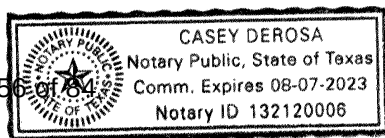
STATE OF TEXAS

COUNTY OF TARRANT

Before me this day came Ronnie Hobson, who is either known by me or produced _____, as identification and acknowledged that he has certified flow meters as performing correctly.

Subscribed and sworn on before me this 6 day of August, 2021My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:



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EXHIBIT A

FLOW METER TEST REPORT

TRUCK # 3

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Bonnie Hobson Date: 8/6/21Verified by: [Signature] Date: 8/6/21

STATE OF TEXAS

COUNTY OF TARRANT

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Subscribed and sworn on before me this 6 day of August, 2021My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:

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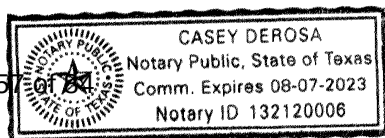


EXHIBIT A

FLOW METER TEST REPORT

TRUCK # 5

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Ronnie HobsonDate: 8/6/21Verified by: [Signature]Date: 8/6/21

STATE OF TEXAS

COUNTY OF TARRANT

Before me this day came Ronnie Hobson, who is either known by me or produced _____, as identification and acknowledged that he has certified flow meters as performing correctly.

Subscribed and sworn on before me this 16 day of August, 2021.My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:

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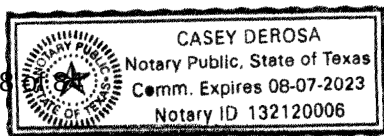


EXHIBIT A

FLOW METER TEST REPORT

TRUCK # 5

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Ronnie Hobson Date: 8/6/21Verified by: [Signature] Date: 8/6/21

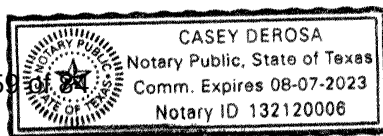
STATE OF TEXAS

COUNTY OF TARRANT

Before me this day came Ronnie Hobson, who is either known by me or produced _____, as identification and acknowledged that he has certified flow meters as performing correctly.

Subscribed and sworn on before me this 6 day of August, 2021My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:



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EXHIBIT A

FLOW METER TEST REPORT

TRUCK # 6

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Ronnie Hobson Date: 8/13/21Verified by: Seah Lick Date: 8/13/21

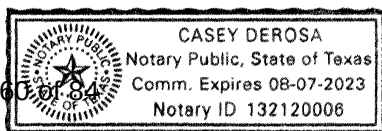
STATE OF TEXAS

COUNTY OF TARRANT

Before me this day came Ronnie Hobson, who is either known by me or produced _____, as identification and acknowledged that he has certified flow meters as performing correctly.

Subscribed and sworn on before me this 13 day of August, 2021
My commission Expires: 08/07/2023 Notary Public: Casey Derosa

Seal:



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EXHIBIT A

FLOW METER TEST REPORT

TRUCK # 6

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Bonnie Hobson Date: 8/13/21Verified by: Isiah Lee Date: 8/13/21

STATE OF TEXAS

COUNTY OF TARRANT

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Subscribed and sworn on before me this 13 day of August, 2021My commission Expires: 08/07/2023 Notary Public: Casey Derosa

Seal:

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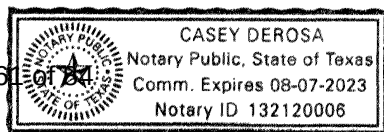


EXHIBIT A

FLOW METER TEST REPORT

TRUCK # 9

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Ronnie Hobson Date: 8/13/21Verified by: Isaiah Lee Date: 8/13/21

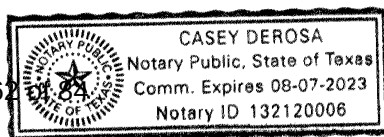
STATE OF TEXAS

COUNTY OF TARRANT

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Subscribed and sworn on before me this 13 day of August, 2021My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:



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EXHIBIT A

FLOW METER TEST REPORT

TRUCK # 9

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Bonnie Hobson Date: 8/13/21Verified by: Isiah Lee Date: 8/13/21

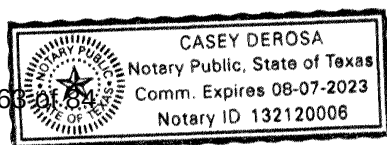
STATE OF TEXAS

COUNTY OF TARRANT

Before me this day came Bonnie Hobson, who is either known by me or produced _____, as identification and acknowledged that he has certified flow meters as performing correctly.

Subscribed and sworn on before me this 13 day of August, 2021My commission Expires: 08/07/2023 Notary Public: Casey Derosa

Seal:



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EXHIBIT A

FLOW METER TEST REPORT

TRUCK # 10

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Bonnie Hobson Date: 8/13/21Verified by: Avaah Lill Date: 8/13/21

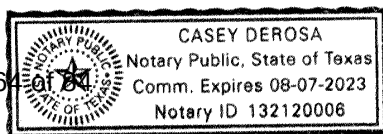
STATE OF TEXAS

COUNTY OF TARRANT

Before me this day came Bonnie Hobson, who is either known by me or produced _____, as identification and acknowledged that he has certified flow meters as performing correctly.

Subscribed and sworn on before me this 13 day of August, 2021My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:



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EXHIBIT A

FLOW METER TEST REPORT

TRUCK # 10

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Ronnie Hobson Date: 8/13/21Verified by: Isiah Lil Date: 8/13/21

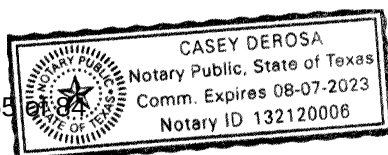
STATE OF TEXAS

COUNTY OF TARRANT

Before me this day came Ronnie Hobson, who is either known by me or produced _____, as identification and acknowledged that he has certified flow meters as performing correctly.

Subscribed and sworn on before me this 13 day of August, 2021My commission Expires: 08/07/2023 Notary Public: Casey Derosa

Seal:



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EXHIBIT A

FLOW METER TEST REPORT

TRUCK # 28

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Ronnie Hobson Date: 8/13/21Verified by: Joshua Lile Date: 8/13/21

STATE OF TEXAS

COUNTY OF TARRANT

Before me this day came Ronnie Hobson, who is either known by me or produced _____, as identification and acknowledged that he has certified flow meters as performing correctly.

Subscribed and sworn on before me this 13 day of August, 2021My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:

Page 66 of 84

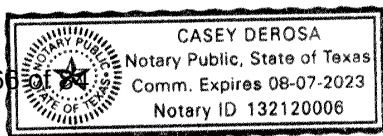


EXHIBIT A

FLOW METER TEST REPORT

TRUCK # 28

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Ronnie Hobson Date: 8/13/21Verified by: Isiah L. L. Date: 8/13/21

STATE OF TEXAS

COUNTY OF TARRANT

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Subscribed and sworn on before me this 13 day of August, 2021My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:

Page 67

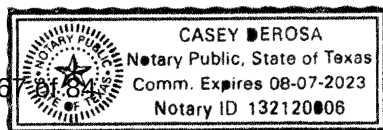


EXHIBIT A



201 NW 26th St.
 Fort Worth, TX 76164
 (817) 831-1240 office
 (817) 831-1245 fax

COMPLETED DEPT OF TRANS JOBS/ REFERENCE LIST 2016 - PRESENT

<u>PROJECT</u>	<u>DATE</u>	<u>AMOUNT</u>
TEXAS DEPT OF TRANSPORTATION MCCLENNON CO BRIDGE APPROACH SLABS CONTACT BRUCE JOHNSON 254-230-7296	JAN 2016	\$108,755.00
OKLAHOMA TURNPIKE AUTHORITY H.E. BAILEY TURNPIKE DIPS AND UNDERSEALING CONTACT KEVIN SIMPSON	APRIL 2016	\$169,688.00
ARKANSAS HIGHWAYS DEPARTMENT VARIOUS DISTRICTS BRIDGE APPROACH SLABS/DIPS/UNDERSEALING CONTACT VARIES	APRIL 2016	\$181,801.00
TJ CAMPBELL CONSTRUCTION ODOT- DISTRICT #4 BRIDGE APPROACHES/JOINT SEALING CONTACT: ADAM HODGES 405-620-1831	MAY 2016	\$102,087.00
WEBBER, LLC HWY 290 EXPRESSWAY BRIDGE APPROACHES/VOID FILLING AT RETAINING WALLS CONTACT: EMILIO CHAPA 346-305-1955	JUNE 2016	\$68,476.00
CORNERSTONE PAVING AND CONSTRUCTION TXDOT-BRENNHAM TX OFFICE HWY 290 BRIDGE APPROACH SLABS CONTACT: DAVID BAKER 979-412-1111	JULY 2016	\$214,404.00
CTRMA (AUSTIN, TX TOLLWAY AUTHORITY) HWY 290 BRIDGE APPROACH SLABS/DIPS CONTACT JOHN JONES (512) 568-2285	AUGUST 2016	\$147,857.00

EXHIBIT A

TEXAS DEPT OF TRANSPORTATION MONTGOMERY CO BRIDGE APPROACH SLABS/DIPS CONTACT: BRYCE SHULER (936) 538-0022	SEPT 2016	\$501,513.00
NORTH TEXAS TOLLWAY AUTHORITY DALLAS NORTH TOLLWAY, SAM RAYBURN TOLLWAY BRIDGE APPROACH SLABS/DIPS CONTACT: ELI LERMA	OCT 2016	\$184,644.00
DBI SERVICES – TXDOT WACO MCLENNAN CO BRIDGE APPROACHES CONTACT JON-DAVID JENKINS 254-848-4139	JAN 2017	\$108,640.00
LANE CONSTRUCTION COMPANY – TXDOT WACO MCLENNAN CO BRIDGE APPROACHES/ JOINT SEALING CONTACT ERNEST TRUSSELL	FEB 2017	\$119,750.00
KANSAS DEPT OF TRANSPORTATION DISTRICT ONE BRIDGE APPROACH SLABS/DIPS CONTACT: CLINTON PROSE	MARCH 2017	\$163,800.00
OK DEPT OF TRANSPORTATION DISTRICT 1 VOID FILLING/UNDERSEALING CONTACT: JON ARPS 918-687-5407	APRIL 2017	\$439,642.00
ARKANSAS HIGHWAYS DEPARTMENT VARIOUS DISTRICTS BRIDGE APPROACH SLABS/DIPS/UNDERSEALING CONTACT: BRUCE STREET DIST. 5	MAY 2017	\$316,780.00
MISSISSIPPI DEPT OF TRANSPORTATION BARRIERE CONSTRUCTION VOID FILLING/UNDERSEALING CONTACT: BARRIERE CONSTRUCTION	MAY 2017 – JULY 2017	\$1,614,384.00
OK DEPT OF TRANSPORTATION DISTRICT 1 VOID FILLING/UNDERSEALING CONTACT: JON ARPS 918-687-5407	AUGUST 2017	\$217,552.00
CTRMA (AUSTIN, TX TOLLWAY AUTHORITY) HWY 290 BRIDGE APPROACH SLABS/DIPS CONTACT JOHN JONES (512) 568-2285	AUGUST 2017	\$155,927.00

EXHIBIT A

CITY OF MCKINNEY, TX AIRPORT RD AND EL DORADO RD VOID FILLING/UNDERSEALING CONTACT EDDIE GARZA	SEPT 2017	\$560,000.00
WILLIAMS BROTHERS CONSTRUCTION TXDOT – SAN ANTONIO BRIDGE APPROACH SLABS CONTACT: ROGELIO PENA (281) 740-9139	OCT 2017	\$56,230.00
PSC – JAMES CONSTRUCTION GROUP TXDOT – WACO, TX BRIDGE APPROACH SLABS CONTACT: DENNIS WALTER (254) 541-7593	NOV 2017	\$35,275.00
ARKANSAS HIGHWAYS DEPARTMENT DISTRICT 5 BRIDGE APPROACH SLABS/UNDERSEALING CONTACT: BRUCE STREET DIST. 5	NOV 2017	\$141,851.00
OK DEPT OF TRANSPORTATION DISTRICT 7 BRIDGE APPROACH SLABS CONTACT: JOE HENNESSEY 580-467-1835	NOV 2017	\$41,695.00
OK DEPT OF TRANSPORTATION DISTRICT 8 VOID FILLING/UNDERSEALING CONTACT: TRAPPER PARKS 918-892-2314	DEC 2017	\$304,034.00
OK DEPT OF TRANSPORTION DISTRICT 6 BRIDGE APPROACH SLABS CONTACT: WAYNE ROESNER	DEC 2017	\$59,034.00
OK TURNPIKE AUTHORITY BAILEY TURNPIKE DIPS/UNDERSEALING CONTACT: KEVIN SIMPSON	JAN 2018	\$57,925.00
DBI SERVICES – TXDOT WACO MCCLENNAN CO DIPS/HEAVES CONTACT JON-DAVID JENKINS 254-848-4139	JAN 2018	\$80,325.00
DBI SERVICES – TXDOT HILLSBORO HILL COUNTY JOINT MATCHING/DIPS CONTACT JON-DAVID JENKINS 254-848-4139	FEB 2018	\$103,960.00

EXHIBIT A

ARKANSAS HIGHWAYS DEPARTMENT DISTRICT 5 VOID FILLING/UNDERSEALING CONTACT: JASON SEATON 870-612-7638	MARCH 2018	\$177,312.00
OK TURNPIKE AUTHORITY KILPATRICK TURNPIKE VOID FILLING/JOINT MATCHING CONTACT: STEVE ANSHUTZ 405-409-6294	APRIL 2018	\$44,040.00
TEXAS STERLING CONSTRUCTION CITY OF FRISCO, TX – MAIN ST PHASE 1 VOID FILLING/UNDERSEALING CONTACT: JASON NAJIM 214-907-1014	APRIL 2018	\$550,000.00
ARKANSAS HIGHWAYS DEPARTMENT DISTRICT 5 VOID FILLING/UNDERSEALING CONTACT: JASON SEATON 870-612-7638	MAY 2018	\$199,858.00
OK DEPT OF TRANSPORATION DISTRICT 3 BRIDGE APPROACH SLABS CONTACT: BILL WILKINSON 580-421-5552	JUN 2018	\$61,763.00
ROY JORGENSEN ASSOC – TXDOT AUSTIN SH 130 DIPS/HEAVES CONTACT: HARRY LUDWIG 281-212-7044	JULY 2018	\$703,760.00
OK TURNPIKE AUTHOURITY CHEROKEE TURNPIKE DIPS/VOID FILLING CONTACT: CODY BENTON 918-801-8345	AUG 2018	\$49,926.00
CITY OF FRISCO, TX SB DNT FRONTAGE RD VOID FILLING/UNDERSEALING CONTACT: BRAD WOOLEY 972-292-5833	AUG 2018	\$334,480.00
CITY OF MCKINNEY, TX COLLEGE ST VOID FILLING/UNDERSEALING CONTACT: EDDIE GARZA	SEPT 2018	\$103,200.00
NORTH TEXAS TOLLWAY AUTHORITY GEORGE BUSH TOLLWAY DIPS/VOID FILLING CONTACT: ELI LERMA 972-447-3312	SEPT 2018	\$190,312.00

EXHIBIT A

OK DEPT OF TRANSPORTATION DISTRICT 3 VOID FILLING/UNDERSEALING/ SOIL DENSIFICATION CONTACT: BILL WILKINSON 580-421-5552	OCT 2018	\$187,342.00
OK TURNPIKE AUTHORITY BAILEY TURNPIKE DIPS CONTACT: CODY BENTON 918-801-8345	NOV 2018	\$121,768.00
TEXAS STERLING CONSTRUCTION CITY OF FRISCO, TX MAIN ST – PHASE 2 VOID FILLING/UNDERSEALING CONTACT: JASON NAJIM 214-907-1014	DEC 2018	\$550,000.00
OK TURNPIKE AUTHORITY INDIAN NATION TURNPIKE FAULTED PAVEMENT REPAIR CONTACT: BENNIE WESTER 918-318-0078	DEC 2018	\$122,508.00
O'TREVINO CONSTRUCTION – TXDOT DALLAS SH-75 DIPS/HEAVES	DEC 2018	\$76,708.00
OK DEPT OF TRANSPORTATION DISTRICT 3 VOID FILLING/UNDERSEALING CONTACT: JON LARSEN 405-669-5994	JAN 2019	\$132,000.00
O'TREVINO CONSTRUCTION – TXDOT LUBBOCK BRIDGE APPROACH SLABS CONTACT: PAT PACE (817) 430-2410	MARCH 2019	\$62,408.00
HUEY STOCKSTILL CONSTRUCTION – MSDOT DISTRICT 6 – PAVEMENT REHABILITATION VOID FILLING/UNDERSEALING	MAY 2019	\$120,400.00
GIBSON ASSOCIATES – MSDOT DISTRICT 2 – BRIDGE REHABILITATION	SEPT 2019	\$506,480.00
O'TREVINO CONST. – TXDOT DALLAS CO BRIDGE APPROACHES/DIPS/VOID FILLING CONTACT: PAT PACE (817) 430-2410	OCT-DEC 2019	\$178,577.00
NORTH TEXAS TOLLWAY AUTHORITY BRIDGE APPROACHES/ SOIL DENSIFICATION ANDREW FERRIER (214) 224-2491	FEB 2020 – DEC 2020	\$2,595,450.00
TXDOT – CORSICANA OFFICE DIPS ON I-45 CONTACT: JOE LANOUE (214) 616-0969	MARCH 2020	\$48,333.00

EXHIBIT A

ARDOT – D4 – FORT SMITH, AR DIPS/BRIDGE APPROACHES CONTACT: CHAD DAVIS (479) 461-2712	MAY 2020	\$153,794.00
ODOT – D8 – TULSA, OK BRIDGE APPROACHES/ SOIL DENSIFICATION CONTACT: TRAPPER PARKS (918) 892-2314	JUNE 2020	\$226,501.00
CHESTER BROSS GROUP/ ESS, INC. – ARDOT D5 VOID FILLING/UNDERSEALING CONTACT: HAL BRENTON (573) 999-0176	JULY 2020	\$1,020,000.00
DICKERSON & BOWEN – MSDOT PAVEMENT RESTORATION VOID FILLING/UNDERSEALING CONTACT: BLAKE CLARK (601) 969-2002	JULY 2020	\$165,000.00
C&D HUGHES, INC – MICHIGAN DOT VOID FILLING/UNDERSEALING CONTACT: STEVE (617) 719-5111	AUG 2020 – SEPT 2020	\$1,320,044.00
TXDOT FORT WORTH DISTRICT – JOHNSON CO BRIDGE APPROACHES ON SH-67 CONTACT: BRIAN ANDERSON (817) 202-2900	SEPT 2020	\$100,900.00
OK DEPT OF TRANSPORTATION DISTRICT 1 BRIDGE APPROACH/ SOIL DENSIFICATION DEEP INJECTION CONTACT: MIKE KELLY (918) 687-5407	NOV 2020	\$135,687.00
OK TURNPIKE AUTHORITY CREEK TURNPIKE FAULTED PAVEMENT REPAIR, DIPS CONTACT: GORDON MANES (918) 859-2696	DEC 2020	\$89,320.00
CTRMA – AUSTIN, TX HWY 290 EXPRESSWAY BRIDGE APPROACHES, HEAVES, SOIL DENSIFICATION CONTACT: JOHN JONES (512) 568-2285	FEB 2021	\$322,180.00
CAPMETRO TRANSIT AUTHORITY 2910 BUS YARD – AUSTIN, TX UNDERSEALING/PAVEMENT LIFTING CONTACT: RICHARD RAMIREZ (512) 389-7411	FEB 2021	\$48,000.00
TEINERT CONSTRUCTION – LUBBOCK, TX PLAINVIEW ISD ESTACADO MS ADDITIONS UNDERSEALING/ SOIL DENSIFICATION CONTACT: KAIN ALEXANDER (806) 507-4809	MARCH 2021	\$76,038.00
TXDOT FORT WORTH DISTRICT – TARRANT CO BRIDGE APPROACHES ON I-20 CONTACT: RECO CHAZARETTE (817) 235-3392	APRIL 2021	\$64,266.00

EXHIBIT A

ZACHRY CONSTRUCTION HOT WELLS PUMP STATION – SOIL DENSIFICATION CONTACT: CURTIS SCHWARTZ (817) 822-6092	APRIL 2021	\$105,000.00
ODOT – D8 – LAWTON, OK DISTRICT 7 BRIDGE APPROACH SLABS/ SOIL DENSIFICATION CONTACT: BRYCE LAWSON (580) 255-7586	MAY 2021	\$95,425.00
ODOT – D8 – TULSA, OK BRIDGE APPROACHES/ SOIL DENSIFICATION CONTACT: TRAPPER PARKS (918) 892-2314	JULY 2021	\$165,784.00
TXDOT FORT WORTH DISTRICT – TARRANT CO BRIDGE APPROACHES ON I-30/ SOIL DENSIFICATION CONTACT: JUSTIN DERDEN (817) 586-5575	AUGUST 2021	\$67,418.00
ROY JORGENSEN ASSOCIATES – TXDOT DALLAS CO DIPS/HEAVES/BRIDGE APPROACHES CONTACT: N/A AT THIS TIME	SUB CONTRACT APPROVED TENTATIVELY SET FOR 2022	\$110,000.00
ROY JORGENSEN ASSOCIATES – TXDOT TRAVIS CO. DIPS/HEAVES/BRIDGE APPROACHES CONTACT: N/A AT THIS TIME	SUB CONTRACT APPROVED TENTATIVELY SET FOR 2022	\$480,000.00

EXHIBIT A

CERTIFICATE OF INTERESTED PARTIES		FORM 1295 1 of 1																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Nortex Concrete Lift & Stabilization, Inc. Fort Worth, TX United States		Certificate Number: 2021-812486 Date Filed: 10/13/2021 Date Acknowledged:																							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Grand Prairie, TX																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 21158 Pavement Leveling Services																									
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">Controlling</th> <th style="width: 50%; padding: 2px;">Intermediary</th> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>	Controlling	Intermediary																				
Controlling	Intermediary																								
5 Check only if there is NO Interested Party. ☒																									
6 UNSWORN DECLARATION My name is <u>Casey DeHosa</u> , and my date of birth is <u>12/26/83</u> . My address is <u>201 NW 26TH St.</u> <u>Fort Worth</u> <u>TX</u> <u>76164</u> <u>USA</u> . (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in <u>Tarrant</u> County, State of <u>Texas</u> , on the <u>13</u> day of <u>October</u> , 20 <u>21</u> . (month) (year)																									
Page 75 of 84		_____ Signature of authorized agent of contracting business entity (Declarant)																							

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V1.1.191b5cdc

Bond # 4452134

3.48 PAYMENT BOND

STATE OF TEXAS
COUNTY OF Tarrant

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the panel sum of Eight Hundred Twenty-Seven Thousand One Hundred Eighty-Seven and 50/100 Dollars (\$ 827,187.50) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 1st day of November, 2021, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the 15th day of October, 2021

Nortex Concrete Lift & Stabilization, Inc.
PRINCIPAL

By: [Signature]

Title: SEC/CPG

Address: 201 NW 26th St.

Fort Worth, TX 76164

SureTec Insurance Company
SURETY

By: [Signature]

Title: Attorney-In-Fact

Address: 675 Town Square Blvd., Suite 200, Bldg 1A

Garland, TX 75040

Name and address of the Resident Agent of Surety is: Steve Nelson 469-241-1488
7943 Caruth Court, Dallas, TX 75225

Bond#4452134 EXHIBIT A

3.47 PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF Tarrant

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of Eight Hundred Twenty-Seven Thousand One Hundred Eighty-Seven and 50/100 Dollars (\$ 827,187.50) as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 1st day of November, 2021 to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully contract agreed and covenanted by the Principal to be observed and performed and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the 15th day of October, 2021

Nortex Concrete Lift & Stabilization, Inc.
PRINCIPAL

By: [Signature]

Title: Sec/CFD

Address: 201 NW 26th St.

Fort Worth, TX 76164

SureTec Insurance Company
SURETY

By: [Signature]

Title: Attorney-In-Fact

Address: 675 Town Square Blvd., Suite 200, Bldg 1A

Garland, TX 75040

Name and address of the Resident Agent of Surety is: Steve Nelson 469-241-1488
7943 Caruth Court, Dallas, TX 75225

Bond#4452134 EXHIBIT A

3.49 MAINTENANCE BOND

STATE OF TEXAS
COUNTY OF Texas

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of Four Hundred Thirteen Thousand Five Hundred Ninety-Three and 75/100 Dollars (\$ 413,593.75), 50% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 1st day of November, 20 21, to City of Grand Prairie which contract and the plans and specifications therein mentioned, adopted by the City of Grand Prairie, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

WHEREAS, under the said plans, specifications and contracts, it is provided that the Contractor will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and perform all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by the said Contractor on account of any breaking of such improvements, caused by the said Contractor on constructing the same, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work or labor performed by said Contractor, and in case the said Contractor shall fail to repair, reconstruct or make said improvements it is agreed that the City may do said work in accordance with said contract and supply such materials and charge the same against the said Contractor and its surety on this obligation, and said Contractor and surety shall be subject to the damages in said contract for each day's failure on the part of said Contractor to comply with the terms and provisions of said Contract and this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said contract provided, then this obligation shall be null and void and have no further effect; otherwise, to remain in full force and effect;

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF, the said Nortex Concrete Lift & Stabilization, Inc. as Contractor and Principal and the said SureTec Insurance Company, Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the 15th day of October, 20 21

Nortex Concrete Lift & Stabilization, Inc.
PRINCIPAL
By: [Signature]
Title: SEC/CFD
Address: 201 NW 26th St.
Fort Worth, TX 76164

SureTec Insurance Company
SURETY
By: [Signature]
Title: Attorney-In-Fact
675 Town Square Blvd., Suite 200, Bldg 1A
Address: Garland, TX 75040
Faith Lane
Attorney-in-Fact

EXHIBIT A

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

FORCE MAJEURE RIDER

The obligations of the Surety and Principal under the Bond or Bonds to which this Rider is annexed are subject to the following limitations and conditions, to wit: that, it is a condition precedent to their liability hereunder that the contractual obligation (the contract or subcontract, as the case may be, being referred to in this Rider as the "Contract") between the Principal and the Obligee underlying this Bond includes (or shall be considered amended to include) a *Force Majeure* exclusion holding that the Principal and its Sureties shall not be held liable under this Bond or under the Contract for any impacts, delays, defaults, or damages related to Principal's work arising from, or related to epidemics, pandemics, medical emergencies, supply line interruptions, or natural disasters impacting the work required by the Contract, regardless of where such events occur, acts of God, terrorism, war, acts of government or administrative suspension, limitation, or shut-down, or the direct or indirect consequences or aftermath of any of the foregoing, and the Contract further provides that the Principal shall be entitled to an extension of the Contract Time and an equitable adjustment of the Contract Price, as a result of any of the exclusions heretofore cited. In the event the provisions for *force majeure*, time extensions, or equitable adjustment for time and money are more favorable to Principal in the Contract, than in this Rider, the more favorable shall apply.

EXHIBIT A

POA #: 4221801

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Linda Dailey, Crystal Langhorn, Faith Lane

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 13th day of May, A.D. 2021.

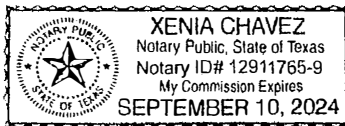
SURETEC INSURANCE COMPANY

By: Michael C. Keimig
Michael C. Keimig, President



State of Texas SS:
County of Harris

On this 13th day of May, A.D. 2021 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221801
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

EXHIBIT A

 CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/13/2021
PRODUCER HALEY CARTER STATE FARM 328 W MAIN ST., STE 1 AZLE, TX 76020		THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		
INSURED NORTEX CONCRETE LIFT & STABILIZATION, INC. 201 NW 26TH ST FORT WORTH, TX 76164		INSURERS AFFORDING COVERAGE
		INSURER A: State Farm Mutual Auto Insurance Company 25178 INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
LTR	INSRD					
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$
A	X	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	96 0737-A01-43	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Grand Prairie is listed as additional insured with waiver of subrogation
 RFB #21158 Pavement Leveling Services

CERTIFICATE HOLDER

City of Grand Prairie Purchasing Department
 PO Box 534045
 Grand Prairie, TX 75053-4045

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 JUDY BUTLER, SSA

Page 81 of 84
 ACORD 25 (200708)
 132849 03-13-2007

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EXHIBIT A

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEEXHIBIT A
DATE (MM/DD/YYYY)
10/25/2021

PRODUCER Bondtex Agency P.O. Box 1797 Azle, TX 76098		Phone: (817)747-2663	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Nortex Concrete Lift & Stabilization, Inc. David Simpson 201 NW 26th St. Fort Worth, TX 76164		INSURERS AFFORDING COVERAGE		NAIC #
		INSURER A: All Risks/Admiral Insurance Company		
		INSURER B: Texas Mutual Insurance Company		
		INSURER C: Admiral Insurance company		
		INSURER D:		
		INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	GENERAL LIABILITY	CA000017139-09	11/09/2020	11/09/2021	EACH OCCURRENCE \$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		☐ ANY AUTO				BODILY INJURY (Per person) \$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		☐ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A	Y	EXCESS/UMBRELLA LIABILITY	ELD300002134700	11/09/2020	11/09/2021	EACH OCCURRENCE \$ 3,000,000
		☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 3,000,000
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0002041319	12/09/2020	12/09/2021	☒ WC STATUTORY LIMITS ☐ OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		UMBRELLA	MKL4EUE100376	11/09/2020	11/09/2021	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The General Liability policy and the Umbrella policy have a blanket additional insured endorsement and a blanket waiver of subrogation endorsement. The Workers Compensation policy has a blanket waiver of subrogation on the policy.
RFB #21158 Pavement Leveling Services

CERTIFICATE HOLDER

City of Grand Prairie
300 Main Street
Grand Prairie, TX 75050

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Faith Lane

(FZL)

EXHIBIT A

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



STAFF REPORT

MEETING: City Council - 18 Jan 2022

TITLE:

Consider a Resolution authorizing a purchase agreement with Tyler Technologies Inc., for Annual Software Support and Maintenance for the City ERP System, using Sourcewell Cooperative Contract #090320-TTI in an amount up to \$96,077.23.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 6. Become a “best-practices” organization
 - Goal: N/A

STAFF RESPONSIBLE:

Jesus Rodela – Interim IT Director

Táyo Sokále - Purchasing Manager

BACKGROUND/HISTORY:

For the past four years, the City has been moving City departmental functions to Tyler Technologies Munis software system for its Enterprise Resource Planning (ERP) capabilities. The City has currently completely implemented Munis Financials, Human Capital Management, General Revenues, Asset and Work Order Management, Utility Billing Customer Information Suite, Customer Self Service modules and is implementing EnerGov. Support and maintenance for these modules are charged to the City on an annual basis and this year includes all purchased modules. Support and maintenance provide the necessary software upgrades to keep our ERP system up to date with new features, bug fixes, security patches, and updates. The City can log a call for support with issues that can only be solved with the software provider's help.

Support and maintenance for Tyler Technologies Software take the place of support and maintenance for the various disparate systems that it has replaced or will replace via the implementation process. This total expenditure for Tyler Technologies software support and maintenance for all modules that have been or are in the process of being implemented still comes in less than what the City's expenses were for one year of support and maintenance with our legacy Finance, Payroll, and Utility Billing system.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for the purchase of the item. Sourcewell contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

001-0101-010114-0000-700451 & 002-0241-024110-0000-700451

Available Budget

001-0101-010114-0000-700451
\$149,137.45

Purchase Amount

001-0101-010114-0000-700451
\$78,971.47

After Encumber

001-0101-010114-0000-700451
\$70,165.98

002-0241-024110-0000-700451
\$58,752.01

002-0241-024110-0000-700451
\$17,105.76

002-0241-024110-0000-700451
\$41,646.25

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2022-011 - Purchase of Annual Support and Maintenance for ERP System](#)

RESOLUTION NO. 2022-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ANNUAL SUPPORT AND MAINTENANCE FOR CITY ERP SYSTEM SOFTWARE FROM TYLER TECHNOLOGIES INC THROUGH SOURCEWELL CONTRACT #090320-TTI IN THE AMOUNT OF \$96,077.23; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS AND/OR PAYMENT; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to continue the use of Tyler Technologies Public Administration Software software; and

WHEREAS, the Sourcewell purchasing cooperative has awarded contract #090320-TTI ERP system to Tyler Technologies, Inc; and

WHEREAS, the City has obtained an invoice for continued support and maintenance from Tyler Technologies Inc. in the amount of \$96,077.23.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. the City Council of the City of Duncanville, Texas hereby approves the purchase of support and maintenance for our Munis, EnerGov, and Utility Billing software from Tyler Technologies, Inc. through the Sourcewell contract #090320-TTI with Tyler Technologies, Inc. in the amount not to exceed \$96,077.23 as provided in the attached Exhibit "A" which is attached hereto and incorporated herein.

SECTION 2. the City Council of the City of Duncanville, Texas hereby authorized the City Manager or designee to execute the necessary documents and/or payment.

SECTION 3. this Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 18th day of January, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

SAM Search Results
List of records matching your search for :
Search Term : Tyler Technologies, Inc.*
Record Status: Active

ENTITY	Tyler Technologies, Inc.	Status: Active
DUNS: 041089293	+4:	CAGE Code: 5DK54 DoDAAC:
Expiration Date: 10/07/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 5101 Tennyson Pkwy		
City: Plano	State/Province: TEXAS	
ZIP Code: 75024-3525	Country: UNITED STATES	



STAFF REPORT

MEETING: City Council - 18 Jan 2022

TITLE:

Consider an Ordinance authorizing and establishing regulations for the enforcement of Municipal Code of Ordinances and other Codes and Ordinances of the City; authorizing designated Non-Peace Enforcement Officer (Code Enforcement Officer, Inspector, Animal Control Officer) or Licensed Peace Officer of the City to issue citations for violations of the Municipal Code of Ordinances and other Codes and Ordinances of the City.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- Goal: N/A

STAFF RESPONSIBLE:

Jeremy Tennant, Neighborhood Service Manager

BACKGROUND/HISTORY:

Under the broad enforcement authority granted to cities under Section 54.001 of the Texas Local Government, a city may designate certain individuals to enforce city ordinances. Some cities call such individuals “code enforcement officials.” Within the City of Duncanville, these individuals are referred to as Neighborhood Service Officers. The Neighborhood Services Department is committed to keeping the City of Duncanville beautiful and is striving to ensure this through voluntary abatement; however, the use of enforcement via citations is a necessary end tool to utilize for neighborhood service officers.

The goal is not to generate revenue, but to gain compliance. The administrative and/or abatement process is part of the toolbox to improve the value as the health and safety of the City.

Per Texas Code of Criminal Procedure Article 14.06(b) and Texas Transportation Code §543.002-543.005, a citation is a document issued by an officer (peace/non-peace), in lieu of arrest, to an individual accused of an offense. Because only a peace officer can arrest a person accused of committing a criminal offense, the most conservative advice is that only a peace officer certified by the Texas Commission on Law Enforcement is authorized by state law to issue a citation compelling a person to appear in court on a certain day. That advice holds true for a violation of either state law or a city ordinance.

POLICY EXPLANATION:

Regarding code enforcement officer citations, Texas Local Government Code §51.001 states:

Section 51.001 ORDINANCE, RULE OR REGULATION NECESSARY TO CARRY OUT OTHER POWERS. The governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule or police regulation that:

1. is for the good of the government, peace, or order of the municipality or for the trade and commerce of the municipality; and
2. is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality. (Texas State Law)

It is clear that peace officers are granted the power to issue citations in lieu of arrest by Texas Code of Criminal Procedure, Article 14.06(b); however, state law is silent on the authority of code enforcement officers authority to write citations for violations of city ordinances.

Due to the lack of enabling legislation directly associated with code enforcement officers writing citations, many cities chose the most conservative route not to allow code enforcement officers to write Class C Misdemeanor citations. In Texas, many Cities now use the authority granted under the Local Government Code State Statute 51.001 and have created a local ordinance allowing non-peace officers, specifically code enforcement officers, to issue Class C misdemeanor citations.

According to TML's Assistant General Counsel, a citation is a document issued by a peace officer, in lieu of arrest, to an individual accused of committing an offense. Because only a peace officer can arrest a person accused of committing a criminal offense, the most conservative advice is that only a peace officer certified by the Texas Commission on Law Enforcement is authorized by state law to issue a citation compelling a person to appear in court on a certain day. This advice holds true for a violation of either state law or a city ordinance.

According to the Texas Attorney General opinion, law is well settled that a home rule city, such as the City of Duncanville, derives its powers from Article XI, Section 5 of the Texas Constitution. Lower Colorado River Authority vs. the City of San Marcos, 523 S. W. 2d (Tex. 1975). A home rule City is not required to look to the legislature for a grant of power to act, but only ascertain whether the legislature has acted to limit the city's constitutional power. Per Burch vs. the City of San Antonio, 518 S. W. 2d540 (Tex. 1975). Therefore, all powers enumerated in its charter which are not denied it by the constitution or general laws of the State of Texas, may be lawfully exercised by a home rule City.

Many cities give certain employees, including code enforcement officials, code enforcement officers, and animal control officers, the power to issue a "notice of violation" on behalf of the city in cases where there is an alleged ordinance violation, per Texas Local Government Code §54.005. The notice of violation includes the following information:

- (1) the text of the ordinance being violated;
- (2) the conduct that violates the ordinance; and
- (3) how to come into compliance.

The notice of violation serves as a warning to the alleged violator that he or she is in violation of the ordinance. It also provides for a period of time in which the alleged violator may rectify the situation. In addition, a notice of violation will often include a warning that, if the situation is not brought into compliance within a certain period of time, a complaint will be filed in municipal court.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Attachment 1 - Ordinance No. - 2423 - Non-Peace Enforcement Ordinance](#)

ORDINANCE NO. 2423

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 1 'GENERAL PROVISIONS', DIVISION 1. GENERAL CODE CONSTRUCTION, SECTION 1-5 'GENERAL PENALTY FOR VIOLATIONS OF CODE; CONTINUING VIOLATIONS' BY ADDING A NEW SECTION '1-5A ENFORCEMENT OF THE CODE OF ORDINANCE' TO AUTHORIZE AND ESTABLISH REGULATIONS FOR THE ENFORCEMENT OF THE MUNICIPAL CODE OF ORDINANCES AND OTHER CODES AND ORDINANCES OF THE CITY; AUTHORIZING ANY DESIGNATED CODE ENFORCEMENT OFFICER, INSPECTOR, ANIMAL CONTROL OFFICER OR LICENSED PEACE OFFICER OF THE CITY TO ISSUE CITATIONS FOR VIOLATIONS OF THE MUNICIPAL CODE ORDINANCES AND OTHER CODES AND ORDINANCES OF THE CITY; PROVIDING A PENALTY CLAUSE; AND PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES.

WHEREAS, the City Council of the City of Duncanville, Texas (the "City") seeks to promote the public health, safety, and general welfare of the municipality and safe, orderly, and healthful development of the City;

WHEREAS, the City Council of the City finds that state law does not provide rules and regulations relating to issuance of citations in criminal cases stemming from local ordinances by non-peace officers;

WHEREAS, the City Council of the City desires to enact an ordinance which authorizes Code Enforcement Officers, Inspectors, Animal Control Officers and Licensed Peace Officers to issue citations to provide for the enforcement of the Code of Ordinances and other Codes and Ordinances of the City as provided herein;

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City, and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City to adopt an ordinance regulating the issuance of citations in criminal cases stemming from local ordinances by non-peace officers.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this Ordinance are reasonable and necessary to protect the public health, safety and quality of life.

SECTION 2. That Chapter 1 'General Provisions', Division 1. General Code Construction, Section 1-5 'General Penalty for Violations of Code; continuing violations' is amended by adding a new section '1-5A Enforcement of the Code of Ordinances', and the same is hereby amended to read as follows:

"CHAPTER 1 - GENERAL PROVISIONS

DIVISION 1. - GENERAL CODE CONSTRUCTION

Sec. 1-1

.

Sec. 1-5.

Sec. 1-5 A - Enforcement of the Code of Ordinances

- a) Enforcement of this Code and any and all applicable codes and ordinances within the City of Duncanville and the State of Texas shall be the responsibility of any designated Code Enforcement Officer, Inspector, Animal Control Officer or Licensed Peace Officer of the City.
- b) Any officer authorized to enforce this Code, shall have the authority to issue citations for any violation of this Code and any and all other codes or ordinances of the City. In lieu of issuing a citation pursuant to this section, notice of an alleged Code violation may be made by service a summons pursuant to Article 23.04 of the Code of Criminal Procedure. An allegation of a Code violation by a corporation or association shall be made pursuant to Chapter 17A of the Code of Criminal Procedure.
- c) It shall be unlawful for any person to interfere with or obstruct any Code Enforcement Officer, Inspector, Animal Control Officer or Licensed Peace Officer in the performance of their duties under this section and the enforcement of this Code. A person issued a citation as authorized by this section, commits an offense if the person fails to appear or enter a plea with the City of Duncanville Municipal Court on or before the appearance date

indicated on the citation. A person commits if the person gives a false or fictitious name, address or other information to an individual authorized to issue a citation under this section.

- d) The City Manager shall designate all Code Enforcement Officers, Inspectors and Animal Control Officers.

Sec. 1-6. Severability of parts of Code.”

SECTION 3. *Penalty.* Any person who violates any provision of this Ordinance shall be guilty of an offense shall be punished by a fine not exceed the sum of Five Hundred Dollars (\$500.00). However, a fine or penalty for the violation of a rule, ordinance or police regulation that governs fire, safety, zoning or public health and sanitation, including the dumping of refuse, shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000). Each and every day such violation is continued shall be deemed to constitute a separate offense.

SECTION 4. *Severability.* If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. *Amendment of Ordinances.* That all provisions of the Ordinances of the City of Duncanville, Texas, conflicting with the provisions of this Ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. *Savings Clause.* All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting dangerous and substandard buildings within the City which are pending or have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7. *Effective Date.* This Ordinance shall become effective from and after its date of passage in accordance with law.

SECTION 8. *Open Meeting.* It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 18th day of January, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 18 Jan 2022

TITLE:

Consider a Resolution approving the allocation recommendations of the American Rescue Plan Act Funding for Coronavirus State and Local Fiscal Recovery Funds in accordance with U.S. Department of Treasury guidelines.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- Goal: N/A

STAFF RESPONSIBLE:

Jennifer Otey, Budget Administrator and Strategic Planning

BACKGROUND/HISTORY:

The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 and provides \$360 billion for state and local aid to mitigate fiscal effects stemming from the public health emergency. From that allotment, \$65.1 billion was specifically dedicated to cities. The City of Duncanville is receiving \$9,600,000 with the first half already received in August of 2021 and the second half to be distributed in Spring/Summer 2022. Under ARPA, funding must be committed by December 31, 2024 and completely spent by December 31, 2026. The U.S. Department of Treasury has issued guidelines to assist local governments in properly allocating and spending the funding.

ARPA provides four main eligible use areas:

1. Respond to COVID-19 or its economic impacts
2. Provide premium pay for eligible essential workers
3. Replace revenue lost due to COVID-19
4. Invest in water, sewer, and broadband infrastructure

A presentation was made to Council on October 14, 2021, with project ideas submitted by staff. A follow-up discussion was held in the Briefing Session on December 21, 2021.

POLICY EXPLANATION:

Staff recommends the funding allocations of the American Rescue Plan Act (ARPA) as presented below.

1. Premium Pay to Essential Workers (\$1,300,000)
2. Small Business Grants (\$350,000)
3. Facility generators and Ventilation Improvements (\$1,695,000)
4. Automated Metering Infrastructure - (\$5,000,000)
5. Digital Literacy and Youth Leadership Program (\$70,000)

6. Other Public Safety and General Needs - (\$300,000)

The allocation for premium pay for employees is greater than what was originally recommended. The City would like to be in alignment with the allocation recommendations of the other cities in the Best Southwest. They will be paying their employees in two (2) disbursements, for two (2) separate date ranges.

Additionally, the recommended allocations above do not completely utilize all funding to be received by the City. Staff will follow up with City Council at a future date, for further recommendations and uses. This will give staff time to re-evaluate programs and needs.

If the Resolution is approved, an Ordinance will be brought to Council to amend the budget with the approved revisions at the next regular meeting.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$9,600,000

Purchase Amount

\$8,715,000

After Encumber

\$885,000

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Attachment 1 - APRA Funds Allocation Recommendations](#)

[Resolution No. - 2022-010 - Approval of American Rescue Plan Act Fund Allocations - Pdf](#)



CITY OF DUNCANVILLE APRA FUNDING ALLOCATION RECOMMENDATIONS

1. Employee Premium Pay - \$1,300,000

The American Rescue Plan Act of 2021 provides funding to local governments to broadly respond to the COVID-19 public health emergency. As established by U.S. Department of Treasury guidance, the state, through Texas Department of Emergency Management (TDEM), will distribute two separate payments to eligible non-entitlement units of local governments (NEUs), which are local governments typically serving populations of under 50,000. The total funding amounts were determined by formula as directed by federal law and Treasury guidance.

NEUs may use these funds for eligible purposes including:

- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work.

Premium pay means an amount up to \$13 per hour in additional to wages or remuneration the worker otherwise receives. The Treasury Department encourages local governments to prioritize providing retrospective premium pay where possible, recognizing that many essential workers have not yet received additional compensation for work conducted over the course of many months.

The City of Duncanville is a service organization and that much of what we do requires interaction with citizens, businesses, other staff members. City of Duncanville employees have worked on the front-lines of the pandemic to provide essential services to Duncanville residents and businesses. During this time, employees have not received additional compensation in the form of hazard or premium pay.

ELIGIBLE EMPLOYEES

The final rule identifies an “eligible” worker as a worker “needed to maintain continuity of operations of essential critical infrastructure sectors. This includes State, local, or Tribal government workforce.

According to the final rule, the eligible worker must perform essential work. This is defined as:

- Work not performed while teleworking from a residence
- Involves either:
 - Regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or



- Regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing that work.

Lastly, according to the final rule, the employer must confirm that premium pay “responds to” workers performing essential work during the Covid-19 public health emergency. Under this rule, workers can receive premium pay without written justification to the Treasury, in one of the three ways:

- Eligible workers receiving premium pay is earning, including the premium pay, at or below 150% of the employee’s residing state or county average according to Bureau of Labor Statistics’ Occupational Employment and Wage Statistic, whichever is higher. The DFW average annual wage for all occupations is \$56,190; 150% equals \$84,285; OR
- Eligible workers receiving premium pay is not exempt from FLSA overtime provisions; OR
- If worker does not meet either criteria above, the recipient must submit written justification to Treasury detailing how the pay is otherwise responsive to workers performing essential work during the public health emergency.

PROGRAM

This program will be established as a two-year premium pay program with the first disbursement to be issued in February 2022 for essential work between April 1, 2020 and March 31, 2021. The second payment will be issued in May 2022 for essential work between April 1, 2021 and March 31, 2022. Premium Pay amounts will be determined based on 1) the employee’s annual wage tier, as defined below, and 2) hire date.

DISBURSEMENT 1 – FEBRUARY 2022 (Estimated \$600,000)

For Full-Time employees the disbursement will occur as follows:

Annual Salary as of March 31, 2021	Premium Pay Amount
\$50,000 or less	\$3,000
\$50,001 to \$81,785	\$2,500
\$81,786 and greater	\$1,500

Hire Date	% of premium pay amount
Before April 1, 2020	100%
April 1 – July 31, 2020	75%
August 1 – November 30, 2020	50%
December 1 – March 31, 2021	25%



For Part-Time employees the disbursement will occur as follows:

Hire Date	Minimum Hours worked by March 31, 2021	Premium Pay Amount
Before April 1, 2020	1,040	\$1,500
April 1 – June 30, 2020	780	\$1,125
July 1 – September 30, 2020	520	\$750
October 1, 2020 -		Not eligible

Other criteria to receive disbursement:

- Employees must be actively employed at the time of authorized distribution of premium pay in accordance with the desires of the governing body and the American Rescue Act (ARPA) of 2021.
- NO retro premium pay will be distributed to inactive employees at the time of distribution.

DISBURSEMENT 2 – MAY 2022 (Estimated \$700,000)

Annual Salary as of March 31, 2022	Premium Pay Amount
\$50,000 or less	\$3,000
\$50,001 to \$81,785	\$2,500
\$81,786 and greater	\$1,500

Hire Date	% of premium pay amount
Before April 1, 2021	100%
April 1 – July 31, 2021	75%
August 1 – November 30, 2021	50%
December 1 – March 31, 2022	25%

Other criteria to receive disbursement:

- Employees must be actively employed at the time of authorized distribution of premium pay in accordance with the desires of the governing body and the American Rescue Act (ARPA) of 2021.
- NO retro premium pay will be distributed to inactive employees at the time of distribution.



2. SMALL BUSINESS GRANTS - \$350,000

Assistance to small businesses (grants for lost revenue, payroll and benefits, COVID-19 mitigation techniques such as business sanitation, social distancing, barriers/partitions). With 53% of the nation's jobs coming from businesses with less than 100 employees and with many of these jobs being disproportionately held by low/moderate income people with already limited resources, much of the local economy is at great risk.

The program is designed to provide financial assistance to "traditional" small businesses that have been adversely affected by the current pandemic. Help re-start small businesses that have closed during the pandemic and support those who have experienced economic downfall during the pandemic.

Non-profit organizations, specifically those that are 501c(3) and 501c(19) may also be considered for a grant.

Eligibility Criteria:

- Be officially registered with the State, physically located, and operating within Dallas County (excluding the City of Dallas);
- Been in existence as of March 1, 2020;
- Have had no more than 100 employees as of March 1, 2020;
- Have annual gross income of less than \$1 million; and
- Have experienced a loss of at least 25% in income since March 1, 2020 because of the pandemic.
- Have closed during the pandemic due to Covid-19 and income related loss.

Maximum grant amount: \$15,000

3. FACILITY GENERATORS AND VENTILATION IMPROVEMENTS - \$1,695,000

Ventilation system improvements are an eligible expense under the Final Rule for COVID-19 mitigation and prevention. System improvements and replacements are needed at the Duncanville Fieldhouse and 103 E. Wheatland Rd. The estimated cost for these systems are \$830,000.

Emergency back-up generators and equipment need to be replaced or added to City facilities to ensure continuity of service during adverse weather events. Replacements or additions are needed at the following facilities: Fire Stations 1 & 2, Service Center, City Hall/Police, 103 E. Wheatland Rd. Additionally, the Fire Department will purchase additional adverse weather



equipment such as batteries, lights, etc. as a backup to the generators. Total estimated cost comes to \$865,000. These expenditures are eligible under revenue loss.

4. AUTOMATED METERING INFRASTRUCTURE - \$5,000,000

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

The Treasury uses the EPA's Drinking Water and Clean Water State Revolving Fund programs to establish project eligibility. Customer metering is an eligible project for to improve transmission and distribution. Having an automated meter allows for real-time capture of water usage and alerts of possible leaks. ARPA funds will partially fund this project.

5. DIGITAL LITERACY AND YOUTH LEADERSHIP TRAINING PROGRAMS - \$70,000

Provide training programs and continued provision of devices & equipment for internet access and digital literacy through the Duncanville Library.

The City would like to begin a youth leadership program "Future Leaders of Duncanville". The goal of this program is to prepare upcoming future leaders by connecting them with current community and business leaders. By engaging both students and leaders in this process we aim to strengthen relationships and increase employment and ownership opportunities in our city and surrounding areas. As each future leader completes this program it will build a pipeline of leaders to advance leadership opportunities in our surrounding Best Southwest area.

Potential partnerships for this program would include the City, Duncanville ISD, Dallas College, Leadership Southwest, and others.

6. OTHER PUBLIC SAFETY AND GENERAL NEEDS - \$300,000

The following items are smaller, eligible purchases under ARPA:

- Replace remaining 5 carrels at Library at \$5,300 per carrels. The Library began replacing carrels using Cares Act funding in 2020. (\$26,500)



- Pump Station Cellular Units 12 x \$2,000 (\$24,000). The City utilizes 12 cellular units to transmit and receive information to and from each water storage facility to SCADA. Some are redundant units that transmit and receive data directly from site to site in the event SCADA goes down. These units were assembled and installed in 2015 and have exceeded their useful life. A functional connection to SCADA from the storage units are integral to the stability of our water distribution system.
- SCADA server room upgrades (\$59,250). Upgrades to the server room for SCADA equipment will be in conjunction with the Service Center renovation. These upgrades are not included in the 2018 Bond funds for the Service Center renovation project.
- Air Purification systems for Fire Apparatus and MICUs – 9 x \$2,200 (\$19,800). This system will actively neutralize harmful volatile organic compounds, viruses, bacterial, and sterilize mold. The system delivers a cleaner cab by actively reducing harmful contaminants in emergency vehicles. Efficacy testing has shown effective on COVID 19 virus. Machine that would be installed in each of the frontline fire and reserve apparatus and MICUs.
- Ultrasonic Facepiece cleaners 2 x \$5,293 (\$10,586). This purchase would be one for each Fire Station. It is a machine that thoroughly cleans SCBA facepieces to remove carcinogens, dirt, and other residue. IT will also clean firefighting and EMS tools. These units will also clean other EMS equipment prior to disinfecting.
- ESRI Spatial Analytic Tool – License (\$2,500). This is a recurring subscription and will be added to the City General Fund budget moving forward. This software will help the fire department locate areas of the city that have higher rates of COVID patients. This information will also be used by PD for the same reason when responding to addresses/areas that have been identified using this system. The other benefit to this software is the ability for the FD and PD to create Heat Maps that will pinpoint areas of the city that we respond to for different types of incidents. This will give us the ability to shift/add resources to areas that have higher rates of incidents. The FD is looking at adding a third ambulance to be in service and this software will allow us to better locate the response area.
- Body worn cameras, vests, and storage for Neighborhood Services, City Marshal, Fire Marshal's office, and Health Inspector. 10 x \$2,500 (\$25,000). Currently these departments either do not have cameras and vests or have outdated ones. There is a great need in these departments to have protection out in the field during interactions with citizens and business owners. There is a recurring cost to this program; typically a 5 year agreement. It will be absorbed in the General Fund budget moving forward.
- Remaining funds used for supply purchases for facility needs such as masks, sanitizer, cleaning supplies, etc. for COVID-19 prevention and mitigation.

RESOLUTION NO. 2022-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE ALLOCATION RECOMMENDATIONS FOR THE AMERICAN RESCUE PLAN ACT (ARPA) OF 2021 FUNDING FOR CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS IN ACCORDANCE WITH THE U.S. DEPARTMENT OF THE TREASURY GUIDELINES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President establishing the Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, the Coronavirus Local Fiscal Recovery Funds may be used for response to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and non-profits; in response to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; for the provision of governmental services to the extent of the reduction in revenue loss due to the COVID-19 pandemic; and to make the necessary investment in water, sewer, or broadband infrastructure; and

WHEREAS, the City of Duncanville is to receive an allocation of \$9,600,000, payable in two tranches, with the first tranche received in August of 2021; and

WHEREAS, the City Administration has presented a proposal for allocations of ARPA funding; and

WHEREAS, a portion of the proposed allocations are time-sensitive in order to best respond to the mitigation or prevention of the public health emergency, and to address economic harm resulting from or exacerbated by the pandemic impact, and in order to document a plan for ARPA proceeds allocations, the proposed ARPA Allocation Plan is presented.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. That the following allocations of expenditures to be incurred for actions taken to respond, mitigate, and or address the public health emergency be approved as allocated and appropriated through the American Rescue Plan Act funding:

1. Premium Pay to Essential Workers (\$1,300,000),
2. Small Business Grants (\$350,000),
3. Facility generators and Ventilation Improvements (\$1,695,000),

4. Automated Metering Infrastructure - (\$5,000,000),
5. Digital Literacy and Youth Leadership Program (\$70,000),
6. Other Public Safety and General Needs - (\$300,000)

SECTION 2. That this Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of January, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 18 Jan 2022

TITLE:

Consider a Resolution casting the City Council of the City of Duncanville's vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (DCAD).

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America
 - Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

BACKGROUND/HISTORY:

On September 7, 2021, the Duncanville City Council voted to nominate Michael Hurtt to the Board of Directors for DCAD. Michael Hurtt, former Mayor of Desoto, currently serves on the Board of Directors of DCAD.

On December 7, 2021, the Duncanville City Council voted Michael Hurtt to the Board of Directors for DCAD. Michael Hurtt, former Mayor of Desoto, currently serves on the Board of Directors of DCAD.

POLICY EXPLANATION:

State law requirements for nominating candidates for the Board of Directors of DCAD have been completed. By state law, Duncanville is required to vote by official ballot resolution (see attached). The City of Duncanville must cast one vote for one of the following nominees:

- Mr. Michael Hurtt
- Mr. Brett Franks

The election process requires a runoff. The following suburban cities participated in the election. Each of their selections is noted in "Attachment 1". The current tally indicates Michael Hurtt of DeSoto received 13, Brett Franks of Sachse received 4, Shante L. Allen of Glenn Heights received 3, Diane Cartwright of Irving received 1, and Steve Nichols of Hutchins received 1 of the 22 votes cast. Since there was no one candidate receiving 16 votes (majority of the 30 votes eligible), a runoff election is necessary between the top two finishers: Michael Hurtt of DeSoto and Brett Franks of Sachse.

The deadline for casting a vote is January 31, 2022.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Attachment 1 - Suburban Cities Reminder for Runoff Vote 12-2021](#)

[Attachment 2 - Resolution No. - 2021-082R - Run-Off - 4th member of Board of Directors - DCAD](#)

ATTACHMENT 1



Dallas Central Appraisal District

RUNOFF ELECTION NOTICE

DATE: December 22, 2021

TO: Mayors of Dallas County Suburban Cities

FROM: W. Kenneth Nolan, Executive Director/Chief Appraiser

RE: Results of 2021 Election of Suburban Cities Representative to DCAD Board of Directors

State law requires the Chief Appraiser to conduct an election of representatives to the Board of Directors in odd numbered years. The process outlined in the Texas Property Tax Code requires the election to be conducted and the individual entities notified of the results once the process is complete.

1. Suburban Cities Election

The election process requires a runoff. The following suburban cities participated in the election. Each of their selections is noted below. The current tally indicates Michael Hurtt of Desoto received 13, Brett Franks of Sachse received 4, Shante L. Allen of Glenn Heights received 3, Diane Cartwright of Irving received 1, and Steve Nichols of Hutchins received 1 of the 22 votes cast. Since there was no one candidate receiving 16 votes (majority of the 30 votes eligible), a runoff election is necessary between the top two finishers: Michael Hurtt of Desoto and Brett Franks of Sachse.

<u>City</u>	<u>Candidate Selected</u>
1. Addison	Michael Hurtt
2. Balch Springs	Michael Hurtt
3. Carrollton	Michael Hurtt
4. Cedar Hill	Michael Hurtt
5. Cockrell Hill	No Vote
6. Combine	No Vote
7. Coppell	No Vote
8. DeSoto	Shante L. Allen
9. Duncanville	Michael Hurtt
10. Farmers Branch	Michael Hurtt
11. Ferris	No Vote
12. Garland	No Vote
13. Glenn Heights	Shante L. Allen
14. Grand Prairie	No Vote

Office of Executive Director/Chief Appraiser
 2949 N. Stemmons Freeway • Dallas, Texas 75247-6195 • (214) 631-0520
 Web Site: www.dallascad.org

15. Grapevine	ATTACHMENT	No Vote
16. Highland Park		Michael Hurtt
17. Hutchins		Steve Nichols
18. Irving		Diane Cartwright
19. Lancaster		Shante L. Allen
20. Lewisville		No Vote
21. Mesquite		Michael Hurtt
22. Ovilla		Michael Hurtt
23. Richardson		Michael Hurtt
24. Rowlett		Brett Franks
25. Sachse		Brett Franks
26. Seagoville		Michael Hurtt
27. Sunnyvale		Michael Hurtt
28. University Park		Michael Hurtt
29. Wilmer		Brett Franks
30. Wylie		Brett Franks

A runoff ballot and procedures are attached.

Please make plans on your council agenda during January to vote for a Suburban Cities Representative. One of the two candidates must receive 16 votes to be elected. We would appreciate your cooperation in this important process.

Attachment
Runoff Ballot

cc: DCAD Board of Directors

Mr. Michael Hurtt

[REDACTED]
Desoto, TX 75115

Mr. Brett Franks

[REDACTED]
Sachse, TX 75048-4301

Ms. Shante L. Allen

[REDACTED]
Desoto, TX 75115

Ms. Diane Cartwright

[REDACTED]
Irving, TX 75063

Mr. Steve Nichols

[REDACTED]
Hutchins, TX 75141

City Manager- Suburban Cities
City Secretary - Suburban Cities
Suburban Cities Tax Assessor/Collectors

Michael Hurtt came to Dallas, Texas from Casper, Wyoming in 1971. After graduating from Mortuary Science College, he settled in the DeSoto area. His funeral service background includes managing large volume and corporately owned funeral firms. Mr. Hurtt has worked and lectured for Pierce Chemical/Mortician Supply Company; which built and supplied funeral homes and owned three mortuary science colleges across the United States. Michael Hurtt and his wife, Marilyn have been residents of DeSoto since 1988 and are owners of the West/Hurtt Funeral Home in DeSoto. He has served on the Texas Funeral Directors Association, president of the North Texas Funeral Directors and Dallas County Funeral Directors Association. Before entering into public office, Michael Hurtt served the City as a member of the DeSoto Park Board, Strategy 2000, and the Charter Review Commission.

Michael Hurtt's commitment to community and civic service has resulted in many years of participation and leadership for numerous local, regional, and national organizations: Board of Directors for the Dallas Zoological Society, North Texas Commission, Medical Center of Lancaster Board of Trustees and select specialty, Canterbury Episcopal School, past president of the DeSoto Chamber, DeSoto Rotary and the Best Southwest Chambers, City Councilmember/Mayor Pro Tem from 1998 - 2001 and Mayor of DeSoto from 2001 to 2007, which is when DeSoto achieved the All-America City designation. He was president and vice-president of the DeSoto Economic Development Corporation. He also served on the advisory board for Methodist Charlton Hospital, and represents the 31 suburban cities for the Dallas Central Appraisal District. Other organizations include: Metroplex Mayors Association; Texas Municipal League; TEX-21- a subsidiary of River of Trade, Agile Port, and Trans Texas Corridor; R - the North Texas Commission as the representative for the Cities of DeSoto, Duncanville, Cedar Hill, and Lancaster; U.S. Conference of Mayors; National League of Cities.

Mr. Hurtt has served on the Dallas Central Appraisal District Board since 2008.

Brett Franks
City Council Place 1
City of Sachse

Councilman Brett Franks was elected to serve on the Sachse City Council in Place One in June 2012. He is an Orthopedic PA with the Sports Medicine Clinic of North Texas. Mr. Franks currently serves as the Council liaison to the Parks and Recreation Commission on which he held position prior to being elected to City Council. He is a former member of the Sachse Baseball Association and a former member of the Campus Improvement Team at Hudson Middle School. As a proud Army veteran, Mr. Franks also volunteers his time every year to organize the Annual Memorial Day Event. He and his family have lived in Sachse since 2000.

Councilman Franks is interested in representing the suburban cities because of the increasing concerns by residents regarding appraisals. The consistent escalation of property values in Dallas County, the lack of transparency of the appraisal process, and the role of the Board and its staff need to be addressed. He believes there is an opportunity for DCAD to provide this information and give better explanation to citizens about how the appeal process works. These changes would improve how DCAD serves the citizens in the District.



January 3, 2022

The Honorable Mayor and City Council
City of Duncanville
203 E Wheatland Rd
Duncanville, TX 75116

Mayor and Council,

My name is Brett Franks and I am reaching out to seek your endorsement for the opportunity to serve the suburban cities on the Dallas Central Appraisal District's Board of Directors. As you know, I am currently in a run-off with Mr. Michael Hurtt, who has served on the Board since 2008. Given this unique opportunity, I would like to tell you more about myself and express my sincere interest in taking on the role with the District.

As fellow elected officials, I am confident that you all have heard concerns from residents about rising appraisals and tax bills across the board. As a homeowner myself, I am empathetic to their concerns. Throughout my conversations with residents, I have seen that there is quite a bit of confusion as to how the appraisal process works, how values are selected, and how those values ultimately impact a resident's final tax bill. I see this as a real opportunity to increase the level of transparency and education relative to the appraisal process. If elected to serve on the DCAD Board of Directors, I will work to help promote transparency and increase the amount of education and information that is available to residents throughout all of the DCAD communities.

If selected to serve as the representative for the suburban cities, I will also communicate regularly with the entities that I represent on the board. In my tenure on the Sachse City Council, I am not aware of any correspondence from current representation. I find it challenging to understand issues facing the District and find it difficult to develop a collaborative solution for our residents when we are not informed as to what is going on or consulted about concerns in our community. Communication is essential and I will make it a priority for the entities that I represent, if chosen to do so.

Mr. Hurtt has had ample time to serve the District and the suburban communities. I believe now is an excellent opportunity to change our representation, and I would be honored to receive your support. Please do not hesitate to reach out to me if you have any questions.

Sincerely,

Brett Franks
Sachse City Council, Place One

3815-B Sachse Road
Sachse, Texas 75048



972-495-1212
www.cityofsachse.com

RESOLUTION NO. 2021-082R

A RESOLUTION OF THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall, from the nominations received, elect by a majority vote, with each school district and the community college district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of Duncanville does hereby cast its vote by marking the ballot below:

(Check one only)

- ☐ **Michael Hurtt**
- ☐ **Brett Franks**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, does hereby confirm its one (1) vote for the election of _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of January, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney