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, November 1, 2022
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 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, November 1st, 2022 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 view the live meeting or previous meetings click on the link below.

https://duncanvilletx.new.swagit.com/views/454/

To submit a comment via email the following information is required:

- Submit a comment by 4:00 p.m. on Tuesday, November 1st 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – November 1st
- First and Last Name; and address

Page

WORK SESSION / BRIEFING

Citizen comments will be heard during the Regular Session for persons completing citizen comment cards before the start of the Regular Session.

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

A. Discuss the results of the Cedar Ridge Road Corridor Study. 5 - 6

Cedar Ridge Corrider Road Study

EXECUTIVE SESSION

None

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER
INVOCATION - First United Methodist Church, Pastor Abril Goforth
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

DECA Proclamation

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 Regular Meeting. **If no cards are received by the time the Regular Council Meeting begins, the Mayor will skip the Citizens Public Comment period.** 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 view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/

In accordance with the City Council Rules of Procedure, adopted October 18, 2022, the City Council will be provided with copies of Citizens emailed comments. Email comments will not be read aloud.

To submit a comment via email the following information is required:

- Submit a comment by 4:00 p.m. on Tuesday, November 1, 2022

- Email citysecretary@duncanville.com
- Email title: Public Comment – November 1, 2022
- First and Last Name; and address

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 a micro-surfacing pavement treatment services contract with Viking Construction, Inc., through City of Grand Prairie Contract 21478, with an estimated expenditure amount of $382,661.26. 7 - 65

Viking Construction, Incorporated. Contract

B. Consider a Resolution authorizing a pavement crack and joint sealing services contract with Curtco, Inc., through City of Grand Prairie Contract 21186, with an estimated expenditure amount of $225,000.00. 66 - 114

Curt Co, Incorporated. Contract

C. Consider a Resolution approving the purchase of traffic operations equipment, maintenance, and supplies from Paradigm Traffic Systems, Inc. using BuyBoard Contract 603-20, in an amount not to exceed $170,000.00. 115 - 119

Paradigm Traffic System, Incorporated Contract

D. Consider a Resolution approving the purchase of traffic operations equipment, maintenance, and supplies from Consolidated Traffic Controls, Inc. using Houston-Galveston Area Council of Governments (HGAC) Contract PE-05-21, in an amount not to exceed $150,000.00. 120 - 190

Consolidated Traffic Controls, Incorporated

E. Consider a resolution authorizing approval of a incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) to Transtar Machine LLC in the amount of $175,000 for qualified expenditures for a building located at 1155 S. Cedar Ridge, Duncanville, Texas, 75137 191 - 225

Transtar Machine LLC

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Conduct a public hearing and adopt an ordinance regarding the request of David and Damaris Moraila, applicants and owners, to include a Specific Use Permit “SUP” for Short-Term Rental on Presidential Estates 8th Inst, Block C, Lot 19, more commonly known as 723 Katherine Court, Duncanville, Dallas County, Texas, and consider adopting an ordinance approving the SUP. 226 - 256

Public Hearing & Ordinance - 723 Katherine Court

6. STAFF AND BOARD REPORTS

A. Receive the Parks & Recreation Quarterly Report
B. Receive the Library 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 entrance door to the City Hall and on the bulletin board located next to the City Hall entrance, 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, by 5:30 P.M.** and remained posted for at least two hours after said meeting was convened.

Janie Willman
City Secretary, TRMC

"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 - 01 Nov 2022

TITLE:
Discuss the results of the Cedar Ridge Road Corridor Study.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Jacqueline R. Culton, PE, MBA, Director of Public Works (Interim)

BACKGROUND/HISTORY:
On November 6, 2018, residents voted to support the City's issuance of $20,735,000.00 in general obligation bonds, which the City Council later approved on February 5, 2019.

Under Proposition B, $2,000,000.00 in bond funds were allocated for the design and construction of improvements along a segment of Cedar Ridge Dr. Additional funds are available in the Utility Fund to cover the design and construction of improvements to the underlying water and wastewater infrastructure. The water and wastewater mains were installed in the 1960s and need to be replaced.

On June 1, 2021, Dunaway Associates was awarded the design of this project in the amount of $417,035.00. Also, on June 1, 2021, City Council approved Resolution 2021-039, requesting the City Manager provide design alternatives along the Cedar Ridge Road Corridor before starting the Cedar Ridge Road Reconstruction Design. Notice to proceed on the Corridor Study was issued on October 7, 2020. The results of the Study, along with City Council recommendations, will help to prioritize segments for the reconstruction before the Cedar Ridge Drive Reconstruction Design.

The Corridor Study has been completed. Staff has invited Dunaway Associates to present their findings to Council so that Council can provide feedback and direction.

POLICY EXPLANATION:
NA

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	**Purchase Amount**	**After Encumber**
NA	NA	NA

ACTION ALTERNATIVES:
NA

STAFF REPORT

MEETING: City Council - 01 Nov 2022

TITLE:
Consider a Resolution authorizing a micro-surfacing pavement treatment services contract with Viking Construction, Inc., through City of Grand Prairie Contract 21478, with an estimated expenditure amount of $382,661.26.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Jacqueline R. Culton, PE, MBA, Director of Public Works (Interim)
Kelly McChesney, Street Superintendent

BACKGROUND/HISTORY:
The Public Works Department has developed a comprehensive FY23 Street Maintenance Plan for Duncanville. The plan includes various methods of roadway maintenance to ensure the best use of funds given the specific roadway condition at a given location. The FY23 Plan includes crack sealing, pavement lifting, micro-surfacing, pavement replacement, and mill and overlay street surface treatments to repair and rejuvenate road surfaces. Micro-surfacing involves applying a mixture of water, asphalt emulsion, aggregate (very small, crushed rock), and chemical additives to an existing asphalt pavement surface. This helps rejuvenate the driving surface while preserving and protecting the underlying pavement structure. Typically, roadways chosen for cyclical micro-surfacing applications are treated every five to seven years. This method of street surfacing renewal is viewed as a cost-effective strategy to prolong the life of certain streets in Duncanville.

Location, weather, traffic loading, and pavement conditions determine if a micro-surfacing application is appropriate for street surfacing renewal. Roadways selected for micro-surfacing treatment commonly have medium to high traffic volume and slight to moderate distress. Additionally, roadways must have no rutting, generally narrow crack widths, and a micro-surfacing treatment must be demonstrated to extend the pavement life until resurfacing becomes necessary.

POLICY EXPLANATION:
Micro-surfacing pavement treatment services are available from Viking Construction, Inc. of Waco, Texas, using City of Grand Prairie Contract 21478. The contract covers material and installation at $3.29 per square yard. Viking Construction, Inc. satisfactorily completed micro-surfacing contracts for the City in FY17 ($130,279.29), FY18 ($181,541.80), FY19 ($165,628.00), FY20 ($350,785.23), FY21 ($563,411.91), and FY22 ($430,449.44).

This authorization would cover the purchase of micro-surfacing services on an as-needed basis through April 30, 2023, and will treat approximately 116,311.78 square yards of pavement on Duncanville streets (Attachment 1).

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 participate voluntarily in these interlocal cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number
01066200-700450

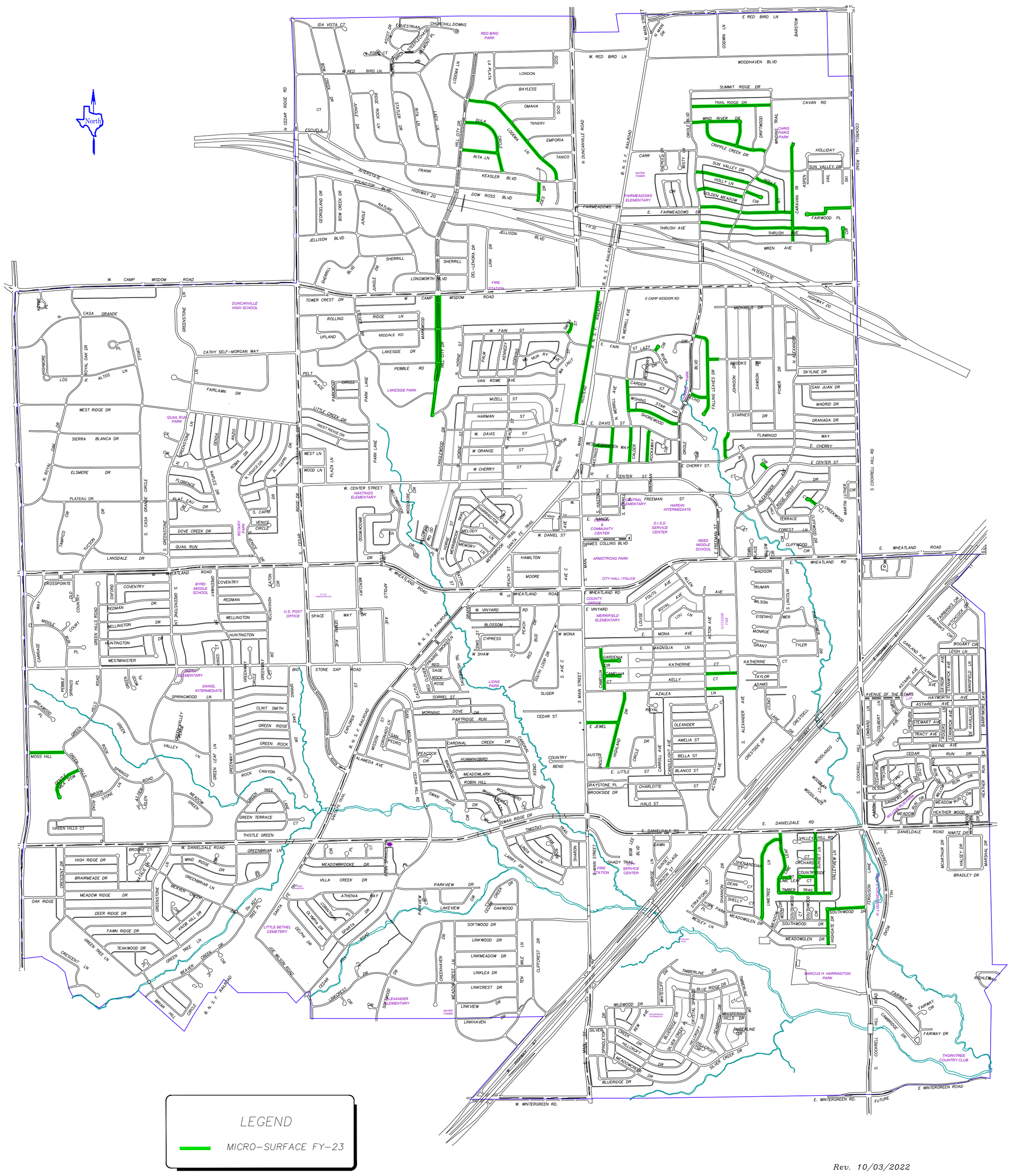
Available Budget	**Purchase Amount**	**After Encumber**
$450,000.00	$382,661.26	$67,338.74

ACTION ALTERNATIVES:
1. Approve funding in the amount of $382,661.26 to perform micro-surfacing pavement treatment services.
2. Disapprove funding altogether or approve funding in a different amount.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Micro-surfacing Map
Resolution No. - 2022-101 - Micro-surfacing Pavement Treatment Services with Exhibit

Attachment 1

Street Maintenance



LEGEND

MICRO–SURFACE FY–23

Rev. 10/03/2022

CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS

GEOGRAPHIC INFORMATION SYSTEM

RESOLUTION NO. 2022-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A MICRO-SURFACING PAVEMENT TREATMENT SERVICES CONTRACT WITH VIKING CONSTRUCTION, INC., THROUGH CITY OF GRAND PRAIRIE CONTRACT 21478, WITH AN ESTIMATED EXPENDITURE AMOUNT OF $382,661.26; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to purchase micro-surfacing pavement treatment services to preserve streets 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 21478 for micro-surfacing pavement treatment services to Viking Construction, Inc.; and

WHEREAS, this authorization will cover the purchase of micro-surfacing pavement treatment services through April 30, 2023, with an estimated expenditure amount of $382,661.26.

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 hereby awards a bid and authorizes micro-surfacing pavement treatment services through City of Grand Prairie Contract 21478 to Viking Construction, Inc. in accordance with the unit prices bid as set forth in the attached Exhibit "A," with an estimated expenditure amount of $382,661.26.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or her 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 1st day of November, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

GRand PRaIRIE TEXAS

Contract Coversheet

Dept:* Purchasing

Contract ID: 21478

For: Public Works

Bid Number: 22062

Contact Name: Alysia Ducote

Contact Phone:* 8045

Contact Email:* aducote@gptx.org

Vendor Name: Viking Construction, Inc.

Vendor Email: dan@vciss.com

Project Name: Micro-Surfacing and Slurry Seal

Summary: Initial Contract

Permanent Retention*

○ Yes ◉ No

Contract Amount
$ 623,987.52

Total Contract Amount over all terms
$ 3,119,937.60

Account #

Work Order #

Dates

Implementation Date
4/6/2022

Termination Date
4/30/2023

Council Approval Date
4/5/2022

Contract Approvals

Department Manager:
Sign

Date

City Attorney Signature
dean roggia

Date 4/26/2022

City Manager Signature
WILLIAM A. HILLS

Date 4/28/2022

City Secretary Signature
Gloria Colvin

Date 4/29/2022

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 VIKING CONSTRUCTION, INC. (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide Micro-Surfacing and Slurry Seal Treatment per bid award resulting from VENDOR's response to RFB #22062, submitted by Brad Pearce, on February 28, 2022.

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.

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 $623,987.52 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 April 6, 2022. No new orders shall be accepted, against this Contract term, after midnight on April 30, 2023. 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.

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.

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.

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 2274.001, 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.

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: Alysia Ducote, Sr. Buyer| Purchasing Division
300 Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8045 | Email purchasingfax@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: Dane Stoval, Public Works
1821 S. SH 161, Grand Prairie, TX 75052
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8526| Email dstovall@gptx.org

VENDOR:
Viking Construction, Inc.
ATTN: Dan Welsh, Project Manager
2592 Shell Road, Georgetown, TX, 78628
Phone 512-930-5777 | Email dan@vciss.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.

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 _____day of 4/29/2022, ____.

CITY OF GRAND PRAIRIE, TEXAS

By: _____
Deputy City Manager

ATTEST:

for _____
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

_____, Assistant City Attorney
Megan Mahan, City Attorney

VIKING CONSTRUCTION, INC.

By: _____
Printed Name: Brad J Pearce

Title: Vice President

EXHIBIT A

Dream Big Play Hard

CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB # 22062 – Micro-Surfacing (Polymer Modified) & Slurry Seal Treatment Services

DUE DATE: PRIOR TO 10:00 AM, FEBRUARY 28, 2022

DUE TO: Alysia Ducote, Sr. Buyer
Purchasing Division
300 W. Main Street
Grand Prairie, Texas 75050
www.PublicPurchase.com

CLEARLY MARK BID AS "RFB # 22062"

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 **February 28, 2022** at **10:00 AM**, and read via teleconference for the purchase of the following:

RFB # 22062 – Micro Surfacing & Slurry Sealing Treatment Services

Further information and specifications may be obtained at www.PublicPurchase.com, www.gptx.org, or from the Purchasing division at (972) 237-8269.

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: **February 6th**, & **February 13, 2022**

EXHIBIT A

1. PROJECT SCOPE

The work covered by this specification includes the design, testing, construction, and quality control required for the proper application of micro-surfacing and slurry seal treatment services.

1.1 Micro-Surfacing

This blend is used to give maximum skid resistance and an improved wearing surface. An example would be on pavements which have high traffic volume. Rate of application: 25 to 28 pounds per square yard.

1.2 Slurry Seal

TYPE IIA: This blend is used to give maximum skid resistance and an improved wearing surface.

2. DESCRIPTION

Both the Micro-Surfacing and the Slurry Seal shall consist of a mixture of an approved emulsified asphalt, mineral aggregate, mineral filler, and water and specified additives, proportioned, mixed, and uniformly spread over a properly prepared surface. The completed micro-surface shall leave a homogenous mat, adhere firmly to the prepared surface, and have a skid resistant surface texture.

3. LABORATORY EVALUATION

Before work commences, the vendor shall submit an signed original of a mix design containing the test results and proportioning of the specific materials to be used on the project. This design shall have been performed by a qualified laboratory. Pervious lab reports covering the exact materials to be used may be accepted provided they were made during the calendar year. This initial mix design will be done at the vendor's expense. Upon receipt of the original mix design, an independent qualified laboratory selected by the City will perform tests using the same materials as used in the initial mix design for verification of the results. This testing will be done at the City's expense. No work will begin until all materials and /or mix design proportions have met the specifications as required. Once the materials are approved, no substitutions will be permitted unless first tested and approved by the methods stated above.

4. APPLICABLE SPECIFICATIONS

The following specifications and test methods from a part of this specification.

AASHTO: American Association of State Highway and Transportation Officials
ASTM: American Society for Testing and Materials
ISSA: International Slurry Seal Association

EXHIBIT A

AGGREGATE AND MINERAL FILLER		
AASHTO TEST NO.	**ASTM TEST NO.**	**TEST**
T 2	D 75	Sampling Aggregates
T 27	C 136	Sieve Analysis of Aggregates
T 11	C 117	Materials Finer than No. 200 in Mineral Aggregate
T 176	D 2419	Sand Equivalent Value of Soils and Fine Aggregate
T 84	C 128	Specific Gravity and Absorption of Fine Aggregate
T 19	C 29	Unit Weight of Aggregate
T 104	C 88	Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate
T 96	C 131	Resistance to Degradation of Small Size Aggregate by Abrasion and Impact in the Los Angeles Machine
	D 1073	Specifications for Fine Aggregate for Bituminous Paving Mixtures
	D 242	Mineral Filler for Bituminous Paving Mixtures
T 37	D 546	Sieve Analysis of Mineral Filler for Bituminous Paving Mixtures

EMULSIFIED ASPHALTS		
AASHTO TEST NO.	**ASTM TEST NO.**	**TEST**
T 40	D 140	Sampling Bituminous Materials
M 140	D 977	Specifications for Emulsified Asphalt
M 208	D 2397	Specifications for Cationic Emulsified Asphalt
T 59	D 244	Testing Emulsified Asphalt
T 59	D 88	Test Method for Saybolt Furol Viscosity
T 44	D 113	Test Method for Ductility of Bituminous Materials
T 44	D 2042	Test Methods for Solubility of Asphalt Materials in Trichloroethylene
T 49	D 5	Test Methods for Penetration of Bituminous Materials
	D 2398	Test Methods for Softening Point of Bitumen in Ethylene Glycol (Ring and Ball)

MATERIALS

5. AGGREGATE

The mineral aggregate shall consist of a natural or manufactured crushed stone such as granite, slag, limestone or other high-quality aggregates or a combination thereof that conforms to the quality requirement of ASTM Specification D1073 and shall be free of dirt, organic matter, clay balls, and adherent films of clay, dust of other objectionable material. The aggregate shall contain no free water.

a. **Micro-Surfacing** – One hundred percent (100%) crushed material from a single source is required.

b. **Slurry Seal** – Smooth textured sands of less than 1.25% water absorption shall not exceed 50% of the total aggregate blend.

6. MINERAL FILLER

The mineral filler shall be a recognized brand of Type I and II Portland cement with no entrained air that meets the requirements of ASTM D242 if required by the mix design. 0.5% to 2% by dry weight of aggregate will be the range of mineral filler in the mix design. The mineral filler shall be considered as part of the dry aggregate.

7. WATER

All water shall be potable and compatible with the micro-surfacing and slurry seal mix. Compatibility shall be ensured by the vendor. The percent of water in the mix design shall produce proper mix consistency.

8. EMULSIFIED ASPHALT – The asphalt emulsion shall be homogeneous and show no separation after mixing.

8.1 Micro-Surfacing – The emulsified asphalt shall be a quick-set polymer modified cationic type CSS-Ph emulsion and conform to the requirements specified in AASHTO M 208 and ASTM 2397. It shall pass all applicable storage and settlement test. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement mixing test shall be waived.

8.2 Slurry Seal – Typically grade CQS-1h shall be used. As directed by the Program Manager, the following grade of emulsion shall be used:

8.2.1 Grade CQS-1h – Conforming to the requirements specified in ASTM D 2397 for Cationic Emulsions. (Quick Set). The emulsion used shall be modified with latex (SBR) which shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. It shall pass all applicable storage and settlement tests. The cement mixing testing shall be waived. Asphalt emulsion, type CQS-1h (Quick Set) shall be specified on all city streets to minimize the amount of time the street will be closed.

9. LATEX MODIFIER

9.1 Micro-Surfacing - A minimum of 3% Latex Modifier content based on bitumen weight content, certified from the emulsion supplier, along with special quick-setting emulsifier agents, shall be milled into the asphalt emulsion. **The emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at no more than 50% and ambient air temperature of at least 75 degrees Fahrenheit, it will cure sufficiently such that uniformly moving traffic can be allowed on completed travel lanes within 1 hour after placement with no damage to the surface. If determined necessary by the Program Manager, the mixture properties shall be adjusted according to humidity conditions and ambient air temperatures to allow uniformly moving traffic on completed travel lanes within 1 hour after placement with no damage to the surface.**

9.2 **Slurry Seal** - A 3% latex content based on bitumen weight, certified by the emulsion supplier, shall be milled into the asphalt emulsion.

10. ADDITIVES

Any additive used to accelerate or retard the break-set of the slurry seal shall be approved by the mix design laboratory as part of the mix design. The amount and type of additive (if needed) will be shown in the mix design.

TEST AND DESIGN

11. MIX DESIGN

All materials which first meet all quality test specifications shall be shown in the mix design by type of material and recommended proportions of said material.

12. MATERIALS

Dry Weight, Proportion %
Aggregate
Mineral Filler (Portland cement)
Emulsion
Water
Additive (if required)

13. TEST ON AGGREGATE

TEST	TEST METHOD		SPECIFICATION
	AASHTO TEST NO.	ASTM TEST NO.	
Gradation Analysis	T 27	C 136	See Gradation Chart
Sand Equivalent	T 176	D 2419	45 Minimum
Soundness	T 104	C 88	15% Max. loss by Sodium Sulfate
	T 104	C 88	20% Max. loss by Magnesium Sulfate
Hardness	T 96	C 131	35% Maximum
Unit Weight of Aggregate	T 19	C 29	Informational lb. cu. Ft. (for bulking effect)

14. GRADUATION CHART – The aggregate shall meet the above gradations and shall not vary from the low limit on one sieve to the high limit on the adjacent sieves or vice versa. The graduation shall be as approved by the Program Manager.

14.1 Micro- Surfacing

SIEVE	PERCENT PASSING
3/8	99-100
No. 4	86-94
No. 8	45-65
No. 16	25-46
No. 30	15-35
No. 50	10-25
No. 100	7-18
No. 200	5-15

14.2 Slurry Seal – Type IIA is a modification of ISSA Type II gradation to provide a coarser mix. The vendor shall be required to utilize a screening plant at the stockpile site and all aggregate loaded for use shall first pass thru the screening plant to remove any oversized material. The size of the screen opening on the screening plant shall be appropriate for the gradation approved by the Program Manager. Residual Asphalt Content, 8% to 12% % Weight of Dry Aggregate; Application Rate Lb. Sq. Yd. 20 lbs. to 22 lbs. Based on Weight of Total Mix.

SIEVE	TYPE II A PERCENT PASSING
3/8	100
No. 4	85-100
No. 8	55-80
No. 16	35-60
No. 30	25-45
No. 50	18-30
No. 100	10-21
No. 200	5-15

EXHIBIT A

15. TEST ON EMULSION

TEST	TEST METHOD		SPECIFICATION
	AASHTO TEST NO.	ASTM TEST NO.	
Particle Charge		D 244	Informational (+ or -)
Residue from Distillation, Weight %	T 59	D 244	62% Min.
Saybolt Furol Viscosity@77 degrees F SSF, sec	T 59	D 88	15-50
Sieve Test, % Retained on 20 Mesh Sieve	T 59	D 244	0.1% Max.
24 hr Storage Stability, %	T 59	D 244	1% Max.
5 Day Settlement Test, %	T 59	D 244	5% Max.

16. TEST ON RESIDUE FROM DISTILLATION

TEST	TEST METHOD		SPECIFICATION
	AASHTO TEST NO.	ASTM TEST NO.	
Penetration@77 degrees F, 100 grams 5 sec	T 49	D 243	40-90
Solubility in Trichloroethylene, %	T 44	D 2042	97.5% Min.
Ductility, 77 degrees F, cm	T 44	D 113	40 Min.
Softening Point, degrees F (Ring and Ball)		D 2398	140 degrees F Min.

17. TEST ON MICRO-SURFACE JOB MIXTURE

TEST	TEST METHOD		SPECIFICATION
	ISSA TEST NO.	ASTM TEST NO.	
Set Time, Hours		D 3910	12 Hrs Max.
Cure Time, Hours		D 3910	24 Hrs Max.
Wet Stripping Test, % Coating	TB 114		80% Max.
Wet Track Abrasion Test, Grams per Sq Ft		D 3910	75 Max.
Set Time 30 minutes Blotter Test	TB 102		No Brown Stain
Displacement Test	TB 102		No Displacment
Water Resistance Test @ 30 Minutes	TB 102		No Discoloration

18. TEST ON SLURRY SEAL JOB MIXTURE

TEST	TEST METHOD		SPECIFICATION
	ISSA TEST NO.	ASTM TEST NO.	
Consistency Test, cm Flow		D 3910	2-3
Set Time, Hours		D 3910	12 Hrs Max.
Cure Time, Hours		D 3910	24 Hrs Max.
Wet Stripping Test, % Coating	TB 114		80% Max.
Wet Track Abrasion Test, Grams per Sq Ft		D 3910	75 Max.

EQUIPMENT

19. GENERAL

All methods and equipment in performing the work shall be subject to the approval of the Program Manager before work is started and whenever found unsatisfactory, they shall be changed and improved as required. All equipment shall be maintained in a satisfactory condition.

20. MIXING EQUIPMENT

20.1 Micro-Surfacing – The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler and water to a revolving multi-blade mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices which provide for the loading of all materials while continuing to lay micro-surfacing, thereby minimizing construction joints.

Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box with 0.05 to 0.15 gallons per square yard.

The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, accurately metered, predetermined amount of specified mineral filler.

20.2 Slurry Seal - The slurry seal mixing equipment shall be a continuous flow mixing unit or continuous-run design machines as to give a uniform and complete circulation of the batch in the mixer, so as not to segregate the aggregate, but will provide a thorough and uniform free flowing mix with the asphalt and water. The units shall be equipped with approved devices so that the machine can be accurately calibrated, and the quantities of material used can be determined. The mixing machine shall be equipped with a water pressure system and nozzle type spray bar adequate for completely fogging the surface with 0.05 to 0.15 gallons per square yard immediately ahead of the spreader box.

21. SPREADING EQUIPMENT

21.1 Micro-Surfacing - The surface mixture shall be spread uniformed by means of a mechanical type spreader box attached to the mixer, equipped with paddles to agitate and spread the materials throughout the box. A front seal shall be provided to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of material on the pavement, the longitudinal joint where two passes join shall be neat appearing, uniform and lapped. All excess material shall be removed from the job site prior to opening the road. The spreader box shall have suitable means provided to side shift the box to compensate for variations in pavement geometry.

21.2 Slurry Seal - The spreader box shall be equipped to prevent loss of slurry seal from all sides and with a flexible rear strike-off capable of being adjusted. It shall suitable means for side tracking to compensate for deviation in pavement geometry. The box shall be kept free of built-up asphalt and aggregate. The strike-off drag shall be kept completely flexible at all times.

22. AUXILIARY EQUIPMENT

Suitable crack and pavement cleaning equipment, hand tools and any support equipment will be provided by the Vendor as necessary to perform the work. The Vendor shall use a vacuum equipped street sweeper to remove all swept debris. Sweeping of debris into the gutter shall not be permitted.

23. EQUIPMENT CALIBRATION

Each Slurry unit to be used shall be calibrated in the presence of the Program Manager prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted provided they were made during the calendar year. No machine shall be allowed to work on the project until the calibrations have been completed and/or accepted.

24. VERIFICATION

The test strips will be laid, by the Vendor (location to be determined by the Program Manager) before construction begins. The Program Manager will observe the test strip for verification or rejection according to the specifications. Upon failure of any of the test, additional test strips will be laid at no cost to the City. The square yards of the first test strip will be measured and paid for at the contract unit price. (Keeping proper consistency is a major concern. A wet mix will cause an asphalt rich surface. Consistency can be checked in the field by making a line through the slurry-surface immediately behind the spreader box. If the line stays, the slurry is at a proper consistency level. If the line fills up, the slurry is too wet.)

LIMITATIONS

25. WEATHER

All Micro-Surfacing/Slurry Seal will be applied between March 1 and December 1 unless otherwise approved by the Program Manager. The Slurry Seal shall be applied only when the air and pavement temperature is 50 degrees Fahrenheit and rising. No Slurry Seal shall be applied:

25.1 In the period following precipitation with water remaining on the surface to be coated.
25.2 In foggy conditions.
25.3 If there is a threat of rain before the slurry seal can fully cure.
25.4 If there is danger that the finished product will freeze within 24 hours after application.
25.5 If weather conditions prolongs opening to traffic beyond the time specified by the Program Manager.

The Micro-Surfacing/Slurry Seal will be placed on the location and within the time limits as specified by the Program Manager.

26. CONDITION AND TYPE PAVEMENT TO BE TREATED

Any base failures, severe pavement defects, or similar conditions which are present will be properly repaired by the City to ensure correct application and performance of the slurry. Slurry normally adheres to asphalt pavement more readily than, concrete, especially worn or polished areas. Heavy traffic areas, especially those on concrete, require greater care in selection of type of coarseness of slurry allowing the surface to fully cure before opening to traffic, and the placing of either a tack coat or a second coat of slurry for greater adhesion and wear purposes.

27. NOTIFICATIONS

It shall be the Vendor's duty to notify all homeowners and businesses affected by the construction a minimum of 24 hours in advance of the surfacing. Should the work not occur on the specified day, new notification will be distributed as required. Complete street closures are allowed when approved by the Program Manager in consultation with the City Traffic Engineer. In general, complete street closures are allowed on residential streets for more efficient and effective completion and for reduction of the project duration impact to the neighborhood.

28. TRAFFIC CONTROL

It shall be the Vendor's responsibility to provide adequate traffic control measures, such as barricades, cones, advance warning signs, flag person, etc. to protect the uncured slurry from all types of traffic and provide traffic safety in the construction area. These measures shall be in accordance with the City of Grand Prairie Traffic Barricade Manual and the most current Texas Manual on Uniform Traffic Control Devices for Streets and Highways. Opening to traffic does not constitute acceptance of the work. Any damage to the uncured slurry will be the responsibility of the Vendor and will be repaired as directed by the Program Manager. Approved temporary lane marking will be provided by the Vendor for placement as directed by the Program Manager.

29. TEMPORARY MARKINGS AND LANE DELINEATION

Whenever the work causes obliteration of pavement markings or delineation, temporary markings or delineation shall be in place prior to opening the traveled way to public traffic. Lane line and centerline pavement delineation shall be provided at all times for traveled ways open to public traffic. Other markings such as crosswalks, stop bars, and pavement arrows shall be delineated prior to opening the roadway to public traffic if directed by the Program Manager.

All work necessary to establish satisfactory temporary marking and lane delineation shall be performed by the Vendor. Surfaces on which temporary marking and lane delineation is to be applied shall be cleaned of all dirt and loose material, and shall be dry when it is applied. Temporary markings and lane delineation shall be maintained until replaced with permanent markings.

Temporary lane delineation shall consist of either a 4-inch by 4-inch square stripe or a 4-inch reflectorized tab, as directed by the Program Manager. Temporary lane delineators shall be placed on lane lines and centerlines at longitudinal intervals of not more that 24 feet apart, or 12 feet apart on radii. The temporary markings and lane delineators shall be the same color as the lane line, centerline, or pavement marking being replaced.

Temporary markings and lane delineation shall not be paid for as a separate pay item and shall be considered subsidiary to the contract unit price per square yard of Slurry Seal or Micro-Surfacing, which pay item shall be the total compensation for the furnishing of all labor, materials, tools, equipment, and incidentals necessary to locate, install, and maintain the temporary markings and lane delineation.

STORAGE AND STOCKPIING

30. STOCKPILING OF AGGREGATE

Precautions shall be taken to ensure the aggregate does not become contaminated with oversized rock, clay, silt or excessive amount of moisture. The stockpile shall be kept in areas that have good drainage. Segregation of aggregates proposed for use and as supplied to the mixing plant shall be uniform.

31. STORAGE SITE

The Vendor shall provide a suitable storage facility for all equipment and materials needed to perform the work. This site should be located as close as possible to the area of work being done to reduce turnaround time and ensure an acceptable rate of work. Any site selected shall be subjected to final approval by the Program Manager. Erosion control measures shall be implemented as needed to comply with the law and City of Grand Prairie ordinances.

32. SURFACE PREPARATION

Immediately prior to applying the slurry seal, the pavement shall be thoroughly cleaned of all loose materials, vegetation, soil and other objectionable material. Any breakdowns, base failures, or other defects will be properly repaired by the city before application of the slurry seal begins. Manholes, valve boxes, grate inlet, and other designated objects shall be covered by the Vendor to ensure their integrity. After completion of slurry placement, the vendor shall remove said covers so the objects protected will remain fully functional. Any objects damaged by the Vendor shall be repaired or replaced at no cost to the City.

APPLICATION

33. GENERAL

If conditions require, the pavement shall be pre-wetted by fogging ahead of the spreader box. Water used in fogging the surface shall be applied so that the entire surface is damp with no flowing water in front of the box.

Rate of spray: 0.05 to 0.15 gal/sq. yd. (or as directed by the Program Manager); no streaks, lumps, balls, or unmixed aggregated shall be permitted.

34. RATE OF APPLICATION

The slurry shall be sufficiently stable during the spreading period so that the emulsion does not break, there is no segregation of the fines from the coarser aggregate and the liquid of the mix does not float to the surface.

35. JOINTS

No excessive buildup or unsightly appearance shall be permitted on longitudinal or transverse joint. An excessive overlap will not be permitted on longitudinal joints. The Vendor shall provide suitable width spreading equipment to produce a minimum number

of longitudinal joints throughout the project. Longitudinal joints shall be placed on lane lines when possible. If half passes are used they shall not be the last pass of any paved area.

36. HAND WORK

In areas where the spreader box cannot be used, the slurry shall be applied by hand squeegees to provide complete and uniform coverage. Any joint or cracks not dilled by the slurry shall be corrected by use of hand squeegees. Hand work shall be completed during the machine applying process. Due to difficulty in hand working micro-surfacing material due to the quickset nature of the emulsion, hand work areas should be kept to a minimum.

37. LINES

Straight lines along curb gutters and shoulder will be required. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance. Slurry shall be placed at the lip of the gutter or at a distance from the face of the curb as directed by the Program Manager.

38. CURING

38.1 Micro-Surfacing - All traffic shall be kept off the micro until it has cured to a firm condition that will prevent damage to the micro. **The emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at no more than 50% and ambient air temperature of at least 75 degrees Fahrenheit, it will cure sufficiently such that uniformly moving traffic can be allowed on completed travel lanes within 1 hour after placement with no damage to the surface. Failure to comply with this requirement may result in cessation of all work until such time that the Vendor provides the proper adjustments in his operations. If determined necessary by the Program Manager, the mixture properties shall be adjusted according to humidity conditions and ambient air temperatures to allow uniformly moving traffic on completed travel lanes within 1 hour after placement with no damage to the surface. Failure to comply with this requirement may result in cessation of all work until such time that the Vendor provides the proper adjustments in his operations.** Protect other locations subject to sharp turning or stopping and starting traffic for longer periods when necessary. Any uncured micro damaged will be repaired to the satisfaction of the Program Manager at the Vendor's expense.

38.2 Slurry Seal - All traffic shall be kept off the slurry until it has cured to a firm condition that will prevent damage to the slurry. Any uncured slurry damaged will be repaired to the satisfaction of the Program Manager at the Vendor's expense.

39. CLEAN-UP

All objects covered (manhole covers, valve covers, grate inlets, etc.) shall be restored to their original integrity. The Vendor shall remove all unused material and debris from the site prior to final acceptance.

MEASUREMENT AND PAYMENT

40. METHODS OF MEASUREMENT – Micro-Surfacing

40.1 Aggregate

The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of the individual loads of aggregate as measured by approved scales at the project or approved stockpile site and delivered to the lay down machine. Measurement for payment shall be based on the square yards of surface treatment accepted by the City, complete in place, in accordance with these specifications. The amount aggregate shall fall between the specified range of 25 to 28 lbs. of dry aggregate per square yard of polymer modified micro-surfacing treatment to be acceptable to the City.

40.2 POLYMER MODIFIED ASPHALT EMULSION

The quantity of polymer modified asphalt emulsion used in the accepted portion of the work shall be measured by gallons of emulsion shipped and used. Mineral filler, modifier, water and all other additives shall be considered subsidiary items and shall not be paid for separately. Measurement for payment shall be based on the square yards of surface treatment accepted by the City, complete, in place, in accordance with these specifications.

40.2 BASIS OF PAYMENT

The authorized and accepted quantity of polymer modified micro-surfacing treatment shall be paid for at the contract unit price bid per square yard accepted by the City, completed in place in accordance with these specifications. The unit price bid shall be considered full compensation for all aggregate, polymer modified asphalt emulsion (including mineral filler, water, modifiers and additives), emulsion for tack coat, material, labor, tools, equipment, cleaning the existing pavement, maintenance of traffic and all other incidentals necessary to complete the work in accordance with these specifications and the bid documents. Payment shall be restricted to only those micro surface areas in which the specified range of dry weight aggregate is 25 to 28 lbs. per square yard. **No payment shall be made for micro-surfacing treatment not authorized or approved by the Program Manager.**

41. METHODS OF MEASUREMENT - Slurry Seal

41.1 AGGREGATE

The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of the individual loads of aggregate shipped to the project and used.

41.2 LATEX MODIFIED ASPHALT EMULSION

The quantity of latex modified asphalt emulsion used in the accepted portion of the work shall be measured by gallons of emulsion shipped and used. Mineral filler, modifier, water and all other additives shall be considered subsidiary items and shall not be paid for separately from the bid item.

41.3 BASIS OF PAYMENT

The treated area on each street authorized and approved by the Program Manager shall be field measured and calculated in square yards. The gallons of latex modified asphalt emulsion and pounds of aggregate applied shall be calculated. Payment for authorized work shall be approved if the amount of emulsion and aggregate fall within the specified range per square yard. Payment per square yard shall be considered full compensation for grass removal, cleaning the existing pavement, all material (including mineral filler, water modifiers and additives) labor, tools, equipment, maintenance of traffic and incidentals necessary to complete the work. **No payment shall be made for work not authorized and approved by the Program Manager.**

42. SURFACE TREATMENT INSPECTION PROCEDURES

42.1 All locations will be selected and subject to final approval by the Program Manager. Non- compliance will result in nonpayment.

42.2 No work will commence on any location until approval by the Program Manager. Non-compliance will result in nonpayment.

42.3 All pavement cleaning (sweeping, vegetation removal, etc.), and covering of appurtenances to be performed by the vendor as directed in the Slurry Seal Specification will be subject to the final approval and acceptance of the Program Manager. Non-compliance will result in nonpayment.

42.4 All locations will be subjected to final approval in regards to appearance by the Program Manager. Any work directed by the Program Manager to correct any appearance defect will be subject to the final approval of the Program Manager. Non-compliance will result in nonpayment.

42.5 No location will be opened to traffic without the approval of the Program Manager. Any locations damaged due to non-compliance will be repaired as directed by the Program Manager at the Vendor's expense.

43. PAYMENT AND INVOICING

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 "Micro-Surfacing (Polymer Modified)" of the type specified. This price shall be full compensation for furnishing all labor, equipment, time, materials, and incidentals necessary to complete the Work.

Surface preparation and cleaning will not be measured or paid directly but shall be considered subsidiary to Item No. SS330 "Micro-Surfacing (Polymer Modified)".

Payment for work meeting specifications will be made under:

Pay Item No. SS330-A: Micro-Surfacing (Polymer Modified), Type II Mod., at a rate of 25 lbs/SY- Per Square Yard (SY).

Pay Item No. SS330-B: Micro-Surfacing Scratch Course (Polymer Modified), Type II Mod. - Per Square Yard (SY).

44. VENDOR RESPONSIBILITIES

44.1 **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 any and all special instructions from the City agent.

44.2 **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.

44.3 **Warranty** - The bidder 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.

45. VENDOR QUALIFICATIONS

45.1 Bidder must be engaged in the business of providing micro-surfacing and/or slurry seal treatments, maintenance and repair services for a minimum of five years within the last seven years.

45.2 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.

45.3 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.

46. SAFETY REQUIREMENTS

46.1 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.

46.2 Vendor will provide all required safety signage, barricades, and flashers/strobes.

46.3 All employees shall follow all applicable safety procedures, have appropriate 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.

46.4 All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.

46.5 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.

46.6 Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.

46.7 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 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.

47. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Monday, February 14, 2022
Deadline for Questions	Wednesday, February 23, 2022
Responses to Questions	Thursday, February 24, 2022
Deadline for Receipt of Bids	Monday, February 28, 2022 @ 10:00 AM
Council Date	Tuesday, March 15, 2022

48. CONTACT

Information, questions, or clarification concerning the intent of this RFB should be in writing and addressed to Alysia Ducote at aducote@gptx.org 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).

49. 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 any and all bids in

whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city. **The City reserves the right to inspect the bidder's shop and equipment for the purposes of evaluating the vendor's qualifications and location.** The annual estimated dollar value of this contract shall be $700,000. Annual estimated quantities are not known and vary from year to year.

50. 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 any and 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.

CRITERIA	POINTS
The Purchase Price	50
The extent to which the goods or services meet the municipality's needs	15
The Reputation of the Bidder	10
Experience with the City of Grand Prairie or another municipality	10
Qualifications	10
Local Business Presence	5
TOTAL POSSIBLE POINTS	100

51. SUBMITTAL RESPONSE GUIDELINES

Bidder's response to this Request for Bid shall include:

51.1. Completed and signed proposal checklist.

51.2. Bid Pricing Form filled in with unit prices, extended prices, and total.

51.3. Questionnaire and References pages 1 - 2 answered. References provided should be for similar work/projects with up-to-date contact information (phone and email).

51.4. Bid Affirmation form reviewed and signed.

51.5. Completed Historically Underutilized Business Questionnaire and Additional Verifications Form.

51.6. Optional – Local Preference Consideration Application.

52. 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.

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 reserves the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the CITY to do so.

3. PRICING: Unless otherwise noted in this document, price(s) quoted must be held firm for ninety (90) days to allow for evaluation.

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 that basis.

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: Governmental entities utilizing inter-governmental contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under the contract(s) awarded from 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: For a period of ninety (90) days following the date designated for the receipt of response, a response may not be withdrawn or cancelled by the vendor without approval by the CITY.

9. ERROR-QUANTITY: Submittals must be made on the units of quantity specified and on extended costs, and they must show total costs. 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 taxes 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 (3) 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 to be acknowledged and heard by CITY Council at the first available Council meeting.

14. PAYMENT TERMS: Unless otherwise specified by the CITY in this document, payment terms are Net 30.

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 October 1 to September 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 manufacturers' warranties 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.

24. CONFLICT OF INTEREST: The successful vendor agrees that during the contract period vendor and any of vendor's associates and employees will have no interest, and will acquire no 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 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 City of Grand Prairie 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 item 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 by law.

28. WAIVER OF ATTORNEYS FEES: VENDOR and CITY expressly 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. 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 further work under the resulting contract, in whole or in part, by giving at least thirty (30) days prior written notice of termination to VENDOR. VENDOR understands that no further orders may be accepted after the date specified in such notice. In the event of termination and following its inspection and acceptance of goods and services properly ordered prior to the date specified in the notice of termination, the CITY shall equitably compensate VENDOR in accordance with the terms of this contract. If the CITY terminates this agreement, VENDOR shall not be entitled to lost or anticipated profits.

31. TERMINATION FOR DEFAULT: If VENDOR defaults on this agreement, the CITY reserves the right to enforce the performance of the resulting contract in any manner either prescribed by law or deemed to be in the best interest of the CITY. The CITY reserves the right to terminate the resulting contract immediately if the VENDOR fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with this contract and incorporated documents. A breach of contract or default by VENDOR authorizes the CITY to award the contract 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 agrees that all of VENDOR's associates and employees who work on this project shall be competent and fully qualified to undertake the work described in this contract. VENDOR agrees that 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 the CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the VENDOR pursuant to the resulting contract or in connection with its work which are not otherwise public records. VENDOR acknowledges that the CITY shall have copyright privileges to those notes, reports, documents, processes, and information. VENDOR shall, upon written request, provide CITY a copy of all such notes, reports, documents, and information, except to the extent that they contain confidential information about third parties.

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 agrees that during the contract period VENDOR and any of VENDOR's associates and employees shall comply with the CITY'S drug free workplace policy.

36. INSPECTION: All goods and services will be subject to inspection and testing by the CITY prior to acceptance. Goods rejected and goods supplied in quantities greater than ordered may be returned to the VENDOR at its expense. If, at any time, goods or services, including applicable drawings and specifications, are found by the CITY to either be defective in material or workmanship or not in conformity with the requirements of this specification, then the CITY may pursue one or more of the following remedies: (a) Reject and return such goods at VENDOR's expense; (b) Require VENDOR to inspect the goods and remove any nonconforming goods; (c) Replace any nonconforming goods or services with conforming goods or services; or (d) Pursue any rights

and remedies available to the CITY by contract or by law or equity.

37. PACKAGING: All goods must be packaged as specified by the CITY, and they shall be shipped by the route and carrier designated by the CITY. If the CITY does not specify how the goods must be packaged, VENDOR shall package the goods in a way to avoid any damage in transit. If the 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 specification.

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

40. HB 1295 FORM: At time of contract execution VENDOR must provide a signed Form 1295 received directly from the Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

41. CONTRACT EXECUTION AND START DATE: The awarded VENDOR will have ten (10) calendar days after receiving the notice of award to return the executed contract, certificate of insurance, Form 1295, and VENDOR setup packet (when applicable). If VENDOR fails to return the required documents by the indicated deadline, the CITY reserves the right to immediately terminate the contract, place the VENDOR on the CITY's debarred vendor list, and award the contract to another VENDOR. After documentation is received by the CITY, either a notice to proceed or a purchase order will be issued. VENDOR will have up to five (5) calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.

42. STORMWATER REQUIREMENTS: Where applicable, VENDOR shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution as required by 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 Viking Construction

Interested parties MUST submit one (1) Flash Drive/DVD marked as original with all signatures included and one (1) hard copy that includes all the following items listed below for consideration. 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 & House Bill 89 Verification Form	✓
6	Optional – Local Preference Consideration Application	✓

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

Brad J Pearce
Authorized Signature

Vice President
Title

Brad Pearce
Print/Type Name

2/28/2022
Date

EXHIBIT A

BID PRICING

	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Slurry Seal <49,999	1	SY	2.95	147,497.05
2	Slurry Seal >49,999	1	SY	2.91	145,497.09
3	Micro Seal <49,999	1	SF	3.33	166,496.67
4	Micro Seal >49,999	1	SF	3.29	164,496.71
	TOTAL				623,987.52

***Mobilization fees shall be included in your price per square yard.**

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

Brad J Pearce
Authorized Signature

Vice President
Title

Brad Pearce
Print/Type Name

2/28/2022
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		
Respondent Name: Dan Welsh	Title: Project Manager	
Company Name: Viking Construction		
Company Address: 2592 Shell Rd.		
City: Georgetown	State: Tx.	ZIP Code: 78628
Telephone Number 512-930-5777	Fax Number: 512-868-1955	
Email Address: dan@vciss.com	Federal Tax ID: 742653491	

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

Project Reference #1		
Reference Name: Manuel Alonzo	Title: Street Supt.	
Reference Organization: City of Grand Prairie		
Project Title: Micro-Surfacing & Slurry Seal Treatment Services		
Email Address: malonzo@gptx.org	Telephone Number: 972-237-8530	
Project Reference #2		
Reference Name: Kelly McChesney	Title: Street Supt.	
Reference Organization: City of Duncanville		
Project Title: Micro-Surfacing Treatment Services		
Email Address: kmcchesney@duncanvivlle.com	Telephone Number: 972-780-4935	
Project Reference #3		
Reference Name: Michael Cooper	Title: Street Supv.	
Reference Organization: City of Denton		
Project Title: Micro Seal		
Email Address: michael.cooper@cityofdenton.com	Telephone Number: 940-230-7454	

EXHIBIT A

REFERENCES

Include below three references:

Reference #1
Company Name City of Kyle
Address 100 W. Center St.
Kyle, Tx.
Type of Business City
Contact Person Keshav Gnawali
Telephone and Fax #'s 605-393-7369

Reference #2
Company Name City of Bellmead
Address 3015 Bellmead Dr.
Bellmead, Tx.
Type of Business City
Contact Person Herb Bloomquist
Telephone and Fax #'s 254-299-7872

Reference #3
Company Name City of Hewitt
Address
Type of Business City
Contact Person Scott Coleman
Telephone and Fax #'s 254-666-2447

EXHIBIT A

REFERENCES

Include below three references:

Reference #1
Company Name City of Waco
Address 1415 N. 4th St. Waco, Tx.
Type of Business City
Contact Person Tracey Graham
Telephone and Fax #'s 254-750-5858 254-327-1018

Reference #2
Company Name City of Woodway
Address 924 Estates Dr.
Woodway, Tx.
Type of Business City
Contact Person Mitch Davison (City Engineer)
Telephone and Fax #'s 254-772-4050

Reference #3
Company Name City of Dallas
Address 310 E. Jefferson
Dallas, Tx.
Type of Business City
Contact Person Chris Lutz (Public Works project manager)
Telephone and Fax #'s 817-770-7775 214-671-0077

EXHIBIT A

Experience:

1. How many years has your firm been involved in providing these services?

30 Years _____ Months

2. Please list all government entities your firm has worked with in the past 3 years:

1.) Please see attached. _____ 6.) _____

2.) _____ 7.) _____

3.) _____ 8.) _____

4.) _____ 9.) _____

5.) _____ 10.) _____

Reputation:

3. Has your firm failed to complete a contract? ☐ YES ☒ NO
If so, please identify the project and date:

4. Do you have any litigation issues pending in the last three years? ☐ YES ☒ NO
If yes, please explain:

5. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? ☐ YES ☒ NO
If yes, please explain:

EXHIBIT A

Entities that Viking Construction has worked for in the last 3 years

City of Bellmead
City of Dallas
City of Denton
City of Duncanville
City of Euless
City of Flower Mound
City of Frisco
Fort Hood
City of Grand Prairie
City of Hewitt
City of Kerrville
City of Killeen
Killeen Airport
City of Kyle
City of Cedar Hill
City of Cleburne
City of Grapevine
Langtry Airport
City off New Braunfels
Robroy HOA
City of San Marcos
City of San Antonio
City of Waco
City of Woodway
Toll Road Authority
City of Austin
Enclave HOA
City of Forney
City of Lampasas
City of Mansfield
McLennan County
City of Nolanville
Goodfellow Air Force Base

EXHIBIT A

6. Please list five locations that were completed in the last six (6) months to one (1) year for both Micro-Surfacing and Slurry Seal (Use separate sheet if needed).

Please see attached.

7. Please list five locations that were completed in the last 2-3 years for both Micro-Surfacing and Slurry Seal (Use separate sheet if needed).

Please see attached.

EXHIBIT A

Micro-Surfacing Projects that Viking has completed in the last 6 months to 1 year
City of Bellmead
City of Dallas
City of Duncanville
City of Grand Prairie
City of Kyle

Slurry seal projects that Viking has completed in the lazt 6 months to 1 year [redacted]
City of Euless
City of Frisco
City of Flower Mound
City of Hewitt
City of San Marcos

Micro-Surfacing projects that Viking has completed in the last 2 - 3 years [redacted]
City of Waco
City of Grapevine
City of San Antonio
City of Woodway
City of Austin

Slurry Seal projects that Viking has completed in the last 2-3 years [redacted]
City of Nolanville
City of Lampasas
McLennan County
Cityof Cedar Hill
Mansfield

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.**

[X] 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 <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 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 the City's provider for said services; and agrees to enter negotiations if selected as a finalist for said services.

EXHIBIT A

Brad J Pearce
Authorized Signature

Vice President
Title

Brad Pearce
Print/Type Name

2/28/2022
Date

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONAIRE

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 your certification as an attachment to your proposal.

ADDITIONAL VERIFICATIONS

Where applicable, VENDOR makes the following verifications: (a) VENDOR does not boycott Israel as that term is defined in Section 808.001 of the Texas Government Code; (b) In accordance with the terms defined in Section 2274.001 of the Texas Government Code, VENDOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not during the term of the contract discriminate against a firearm entity or firearm trade association; and (c) In accordance with the terms defined in Sections 809.001 and 2274.001 of the Texas Government Code, VENDOR does not boycott energy companies, and it will not boycott energy companies during the term of the contract.

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

Brad J Pearce
Authorized Signature

Vice President
Title

Brad Pearce
Print/Type Name

2/28/2022
Date

EXHIBIT A

LOCAL PREFERENCE CONSIDERATION APPLICATION

Optional for vendors whose business is located within Grand Prairie city limits.

The City Council requires the following information for consideration of location of a bidder's principal place of business in award of bid:

1. Location Eligibility:
   Principal place of business is defined herein as any business which owns or leases a commercial building within the City limits and uses the building for actual business operations. Is company's principal place of business within the City Limits of Grand Prairie, Texas?
   a. If yes, identify name of business/DBA, address, and business structure (sole proprietorship, partnership, corporation, or other).
      i. Business Name: _____
      ii. Address: _____
      iii. Business Structure: _____
   b. Name and city of residence of owner(s)/partners/corporate officers; as applicable.
      i. Name/Title: _____
      ii. City of Residence: _____
   If more than 1 owner/partner/corporate officer exists, attach a separate sheet of paper with remaining person(s) information.

2. General Business Information:
   a. Year business established (Grand Prairie location). _____
   b. Most recent year property valuation; real and personal property. $ _____
   c. Annual taxable sales originating/payable to Grand Prairie facility? $ _____
   d. Is business current on all property and sales taxes at the time of this bid? _____
   e. Total number of current employees assigned to Grand Prairie facility? _____
   b. Total number of above employees who are residents of Grand Prairie? _____

3. Economic Development benefits that would result from award of this contract:
   a. Number of jobs that will be created or retained at GP facility if awarded bid? _____
   b. Amount of City of Grand Prairie sales tax collected and paid for prior tax year? $ _____
   c. Amount of City of Grand Prairie ad valorem taxes paid for prior tax year? $ _____
   d. Will local subcontractor(s) be utilized if awarded this bid? _____ If yes, attach a list of Company and value for each.
   e. Other economic development benefit deemed pertinent by applicant. Attach separate sheet if necessary.

City Bid/Quote Number for which local preference is requested: _____

Certification of information:
The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

Viking Construction	2/28/2022
Company Name	Date
Brad J Pearce	Brad Pearce
Signature	Print Name

Tax certificate for the most current year marked PAID is attached

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/6/2022

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

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

PRODUCER CAC Specialty 7950 Legacy Drive, Suite 422 Plano, TX 75024 www.cacspecialty.com	**CONTACT NAME:** Helen Dillen **PHONE (A/C, No, Ext):** 205.414.8100 **FAX (A/C, No):** 205.414.8105 **E-MAIL ADDRESS:** Helen.Dillen@cacspecialty.com
INSURED Viking Construction, Inc. 2592 Shell Rd. Georgetown TX 78628	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** American Casualty Company of Reading, PA — 20427 **INSURER C :** **INSURER D :** Transportation Insurance Company — 20494 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 67613992 **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	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR ✓ Deductible $0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC OTHER:			7017848909	10/29/2021	10/29/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7018065345	12/13/2021	10/29/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7017848912	10/29/2021	10/29/2022	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

The City of Grand Prairie is included as additional insured where required by written contract with respect to General Liability and Auto Liability as per terms and conditions in policy. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured where required by written contract with respect to General Liability as per terms and conditions in policy. Waiver of subrogation has been granted to the additional insured where required by written contract with respect to General Liability, Auto Liability and Workers Compensation as per terms and conditions in policy.

CERTIFICATE HOLDER

The City of Grand Prairie
300 W. Main St.
Grand Prairie TX 75050

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

Helen Dillen

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

3.47 PERFORMANCE BOND BOND NUMBER 30115288

STATE OF TEXAS
COUNTY OF Williamson

KNOW ALL MEN BY THESE PRESENTS:

That Viking Construction, Inc. of the City of Georgetwon, County of Williamson, and State of Texas, as Principal, and Western Surety 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 Six Hundred Twenty Three Thousand Nine Hundred Eighty Seven and 52/100 Dollars ($ 623,927.52) 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 6th day of April, 2022 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 22nd day of April, 2022

VIKING CONSTRUCTION, INC.	WESTERN SURETY COMPANY
PRINCIPAL	SURETY
By: _____	By: _____ Rena M. Casprowitz
Title: _____	Title: Attorney-in-Fact
Address: _____	Address: 151 N Franklin Street
_____	Chicago, IL 60606

Name and address of the Resident Agent of Surety is: Williams-Boyce Agency, LLP

212 SE 6th Avenue, Amarillo, Texas 79101

NOTARIAL ACKNOWLEDGEMENT

State of NEVADA

County of CLARK

On the 22nd day of April in the year 2022, before me personally appeared RENA M. CASPROWITZ, known to me to be the ATTORNEY-IN-FACT of the WESTERN SURETY COMPANY known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein names, and acknowledged to me that such Corporation executed the same.

Christi Jacobs

My commission expires 9/9/2023

CHRISTI JACOBS
Notary Public, State of Nevada
No. 14-15202-1
My Appt. Exp. Sept. 9, 2023

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Burns, Greg J McKinley, Scott Kerestesi, Rena M Casprowitz, Individually

of Las Vegas, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of August, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 28th day of August, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22ND day of April, 2022.

Bond Number
30115208

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

3.48 PAYMENT BOND BOND NUMBER 30115288

STATE OF TEXAS
COUNTY OF Williamson

KNOW ALL MEN BY THESE PRESENTS:

That Viking Construction, Inc. of the City of Georgetown, County of Williamson, and State of Texas, as Principal, and Western Surety 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 Six Hundred Twenty Three Thousand Nine Hundred Eighty Seven and 52/100 Dollars ($ 623,927.52) 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 6th day of April, 2022 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 22nd day of April, 2022

VIKING CONSTRUCTION, INC.	WESTERN SURETY COMPANY
PRINCIPAL	SURETY
By:	By: Rena M. Casprowitz
Title:	Title: Attorney-in-Fact
Address:	Address: 151 N Franklin Street
	Chicago, IL 60606

Name and address of the Resident Agent of Surety is: Williams-Boyce Agency, LLP

212 SE 6th Avenue, Amarillo, Texas 79101

NOTARIAL ACKNOWLEDGEMENT

State of NEVADA

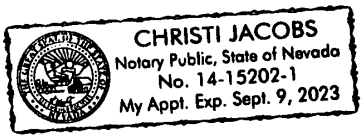
County of CLARK

On the 22nd day of April in the year 2022, before me personally appeared RENA M. CASPROWITZ, known to me to be the ATTORNEY-IN-FACT of the WESTERN SURETY COMPANY known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein names, and acknowledged to me that such Corporation executed the same.

Christi Jacobs

Christi Jacobs

My commission expires 9/9/2023



Western Surety Company

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Thomas J Burns, Greg J McKinley, Scott Kerestesi, Rena M Casprowitz, Individually

of Las Vegas, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of August, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 28th day of August, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR NOTARY PUBLIC SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of April, 2022.

Bond Number
30115288

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

STAFF REPORT

MEETING: City Council - 01 Nov 2022

TITLE:
Consider a Resolution authorizing a pavement crack and joint sealing services contract with Curtco, Inc., through City of Grand Prairie Contract 21186, with an estimated expenditure amount of $225,000.00.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Jacqueline R. Culton, PE, MBA, Director of Public Works (Interim)
Kelly McChesney, Street Superintendent

BACKGROUND/HISTORY:
The Public Works Department has developed a comprehensive FY23 Street Maintenance Plan for Duncanville. The plan includes various methods of roadway maintenance to ensure the best use of funds given the specific roadway condition at a given location. The FY23 Plan includes pavement crack and joint sealing, pavement lifting, micro-surfacing, pavement replacement, and mill and overlay street surface treatments to repair and rejuvenate road surfaces.

The City of Duncanville has performed pavement crack and joint sealing on its public streets for over 25 years. Crack sealing consists of spraying a melted asphalt solution into surface cracks which seals the surface and prevents water from entering. 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. Sealing cracks with flexible rubberized asphalt that bonds to the crack walls and moves with the pavement minimizes water intrusion, slowing the deterioration process. Occasionally, grass and debris have infiltrated the cracks to be sealed. Crack sealing these cracks requires an additional step of crack routing to remove the grass and debris before applying sealant.

Pavement crack and joint sealing services are available from Curtco, Inc. of Center Point, Texas, using City of Grand Prairie Contract 21186. The contract covers material and installation. Curtco, Inc. has satisfactorily completed pavement crack and joint seal services contracts for the City since 2005.

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 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
01066200-700450

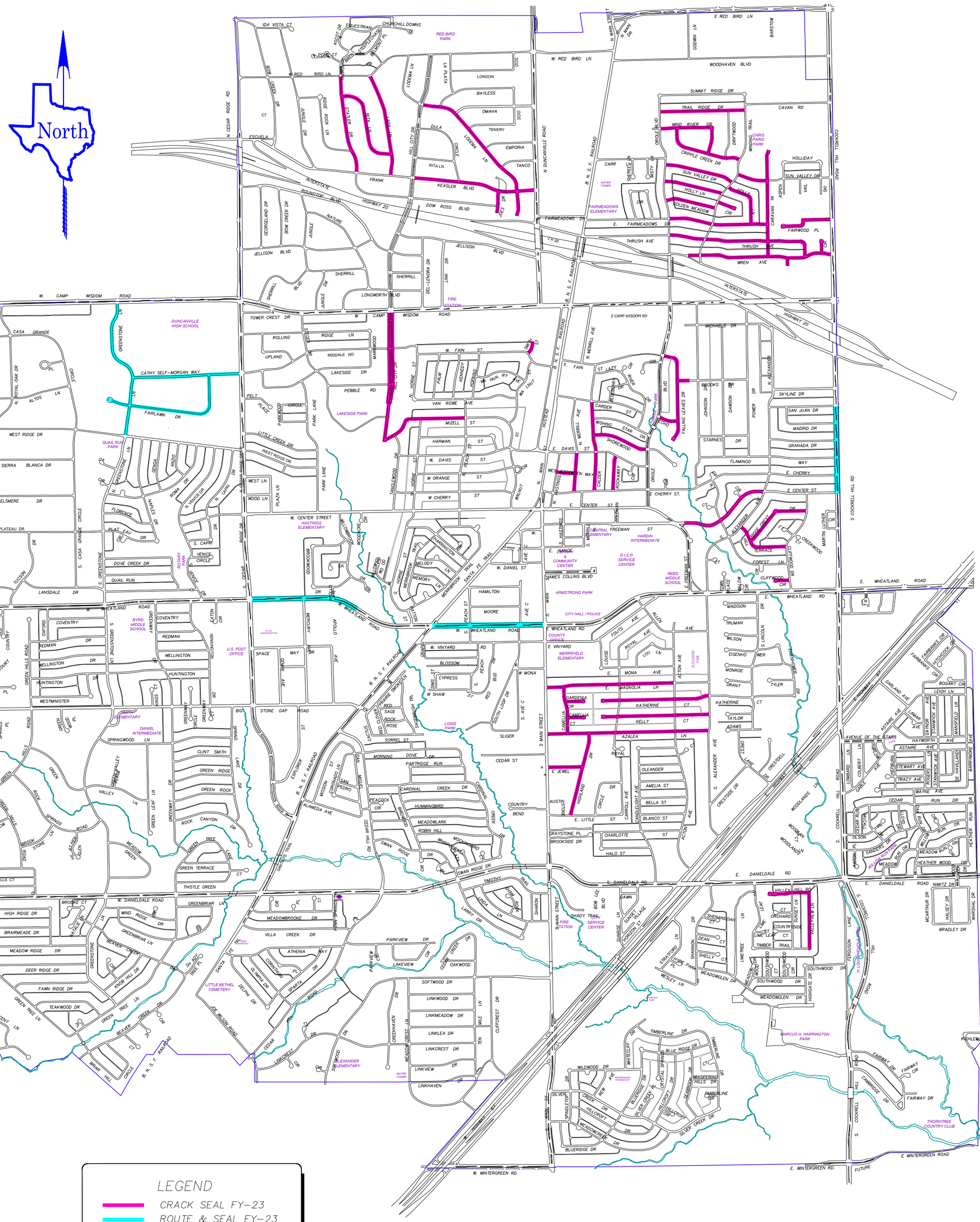
Available Budget	**Purchase Amount**	**After Encumber**
$1,763,010.00	$225,000.00	$1,538,010.00

ACTION ALTERNATIVES:
1. Approve funding in the amount of $225,000.00 to perform pavement crack and joint sealing services.
2. Disapprove funding altogether or approve funding in a different amount.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Crack Seal Map
Resolution No. - 2022-102 - Pavement Crack and Joint Sealing Services - Pdf

Attachment 1

Street Maintenance


North
IDA VISTA CT
EQUESTRIAN
CHURCHILL DOWNS
ASCOT DR
STEEPLECHASE
BELMONT PL
RED BIRD PARK
W. RED BIRD LN
N. MAIN STREET
N. MAIN DR
E. RED BIRD LN
GODWIN LN
BARSTOW
WOODHAVEN BLVD
SUMMIT RIDGE DR
TRAIL RIDGE DR
CAVAN RD
WIND RIVER DR
DRIFTWOOD TRAIL
WINDING CHRIS PARIS PARK
CRIPPLE CREEK DR
HOLLIDAY
SUN VALLEY DR
HOLLY LN
GOLDEN MEADOW CIR
ASPEN
VAIL
SKI
CARAVAN TR
FAIRWOOD PL
THRUSH AVE
WREN AVE
ORIOLE BLVD
COCKRELL HILL ROAD
CARR
SHERECE LN
MISTY LN
WATER TOWER
FAIRMEADOWS ELEMENTARY
FAIRMEADOWS DR
E. FAIRMEADOWS DR
B. N. S. F. RAILROAD
N. DUNCANVILLE ROAD
INTERSTATE
HIGHWAY 20
ROUNDTOP BLVD
FRANK
KEASLER BLVD
DOW ROSS BLVD
RITA LN
HILL CITY DR
LODEMA LN
LA PLATA
LONDON
BAYLESS
OMAHA
TENERY
EMPORIA
TANCO
DULA CIRCLE
DUCS
SCIO
JOES DR
JELLISON BLVD
SHERRILL BLVD
JUNGLE DR
LONGWORTH BLVD
DEL-LENORA DR
LINK DR
FIRE STATION
W. CAMP WISDOM ROAD
E CAMP WISDOM RD
TOWER CREST DR
DUNCANVILLE HIGH SCHOOL
GREENSTONE LN
CATHY SELF-MORGAN WAY
FAIRLAWN DR
CASA GRANDE CIRCLE
N. ROYAL OAK DR
LOS ALTOS LN
HIGHMORE PL
ROLLING RIDGE LN
UPLAND
MIDDALE RD
LAKESIDE DR
PEBBLE RD
MARKWOOD
PELT PLACE
PARKWOOD CIRCLE
LAKESIDE PARK
PARK LANE
LITTLE CREEK DR
WEST RIDGE DR
WEST LN
WOOD LN
PLAZA LN
QUAIL RUN PARK
SIERRA BLANCA DR
ELSMERE DR
PLATEAU DR
FLORENCE
FLAT EAU DR
NAPLES DR
ROMA DR
ANZIO
CENOA
VENICE CIRCLE
S. CAPRI
DOVE CREEK DR
QUAIL RUN
LANSDALE DR
TAMPICO
TUCSON
ROTARY PARK
S. CASA GRANDE CIRCLE
S. GREENSTONE
N. CEDAR RIDGE DR
S. CEDAR RIDGE DR
W. CENTER STREET
HASTINGS ELEMENTARY
WILLOWBROOK CIR
WOODCREST DR
BROOKWOOD DR
APOLLO AVE
HILLCREST DR
S. HORNE ST
MERRIBROOK TRAIL
HARRINGTON DR
MELODY LN
MEMORY LN
SANTA FE TRAIL
W. DANIEL ST
HAMILTON
MOORE
AVE C
BYRD MIDDLE SCHOOL
COVENTRY
REDMAN
WELLINGTON
HUNTINGTON
WESTMINISTER
EATON CIR
KENSINGTON
U.S. POST OFFICE
D.I.S.D. ADMINISTRATION
W. WHEATLAND ROAD
E. WHEATLAND ROAD
E WHEATLAND RD
COUNTY OFFICE
MERRIFIELD ELEMENTARY
W. VINYARD RD
E VINYARD
SPACE WAY
PRESNAL DR
W. MONA
E. MONA AVE
E. MAGNOLIA LN
GARDENIA CIR
CAMELLIA CT
KATHERINE CT
KELLY CT
AZALEA LN
ROYAL DR
E JEWEL
OLEANDER
AMELIA ST
BELLA ST
BLANCO ST
E. LITTLE ST
CHARLOTTE ST
HALO ST
GRAYSTONE PL
BROOKSIDE DR
ACTON AVE
ALEXANDER AVE
CRESTSIDE DR
CRESTDELL LANE
TAYLOR
ADAMS
GRANT
TYLER
MADISON
TRUMAN
WILSON
EISENHOWER
MONROE
LINCOLN DR
ALEXANDER PARK
LOUISE
FOUTS
ROYAL
LOU LN
ALLEN AVE
STONE GAP ROAD
SPRINGWOOD LN
CLINT SMITH
GREEN RIDGE
GREEN ROCK
ROCK CANYON DR
GREEN TREE LANE
GREEN TERRACE CT
THISTLE GREEN
GREENBRIAR LN
GREENWAY CIRCLE
BIG SPRINGS LAKE DR
SMITH ELEMENTARY
DANIEL INTERMEDIATE
GREEN VALLEY DR
GREEN LEAF LN
GREEN HILLS ROAD
MOSS HILL
GREEN HILLS CT
MEADOW GREEN
BREAKWOOD PL
PEBBLE SPRINGS PL
GREEN MOOD PL
CROSSPOINTE WAY
OLD COUNTRY
MIDDLE RUN
CARRIAGE PL
GREEN HILLS ROAD
SPRINGS ROAD
BROOK STONE LN
HEATHER GLEN
GLEN MEA GOW
W. DANIELDALE ROAD
BROOKE CT
HIGH RIDGE DR
BRAIRMEADE DR
MEADOW RIDGE DR
DEER RIDGE DR
FAWN RIDGE DR
TEAKWOOD DR
GREEN TREE LN
CRESCENT LN
GREEN TREE LN
BEAVER CREEK CIR
BEAVER CREEK DR
KNOB HILL DR
WIND RIDGE DR
MATALIE LN
OAK RIDGE
CRESCENT DR
BRIAR HILL CIRCLE
LITTLE BETHEL CEMETERY
DELPHI DR
JOE WILSON ROAD
SANTA FE TRAIL
ATHENIA WAY
CORINTHIAN PL
GLORIA DR
SPARTA DR
PENN SPRINGS PL
MEADOWBROOK DR
VILLA CREEK DR
PARKVIEW DR
LAKEVIEW CIR
CEDAR CREEK DR
OAKWOOD
SOFTWOOD DR
LINKWOOD DR
LINKMEADOW DR
LINKLEA DR
LINKCREST DR
LINKVIEW DR
LINKHAVEN DR
MILE LN
TEN
CLIFFCREST DR
CREEKHAVEN CIR
MEADOW CREST LN
W. ALEXANDER ELEMENTARY
WATER TOWER
B. N. S. F. RAILROAD
W. CAMP WISDOM ROAD
TOWER CREST DR
ROLLING RIDGE LN
UPLAND
MIDDALE RD
LAKESIDE DR
PEBBLE RD
MARKWOOD
W. FAIN ST
SUNNY ST
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HARMAN ST
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W ORANGE ST
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TANGLEWOOD DR
N. PEACH ST
N. MAIN
WALNUT
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JELLICO DR
CARDER ST
WISHING STAR DR
SHOREWOOD
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WEST GREEN WAY
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E. CENTER ST
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D.I.S.D. SERVICE CENTER
REED MIDDLE SCHOOL
JAMES COLLINS BLVD
ARMSTRONG PARK
CITY HALL / POLICE
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S. MAIN STREET
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RESOLUTION NO. 2022-102

A RESOLUTION AUTHORIZING A PAVEMENT CRACK AND JOINT SEALING SERVICES CONTRACT WITH CURTCO, INC., THROUGH CITY OF GRAND PRAIRIE CONTRACT 21186, 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, this authorization will cover the purchase of pavement crack and joint sealing services through August 31, 2023, with an estimated expenditure amount of $225,000.00.

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 hereby awards a bid and authorizes pavement crack and joint sealing services from Curtco, Inc. through City of Grand Prairie Contract 21186 in accordance with its bid prices as set forth in the attached Exhibit "A," with an estimated expenditure amount of $225,000.00.

SECTION 2. The City Council of the City of Duncanville authorizes the City Manager, or her 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 1st day of November, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

Contract Coversheet

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

CHUONG Q. PHUNG

Date 9/7/2021

City Manager Signature

WILLIAM A. HILLS

Date 9/7/2021

City Secretary Signature

M. Galicia

Date 9/8/2021

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.

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.

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. VENDOR 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.

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.

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.

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.

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: _____
Deputy City Manager

ATTEST:

_____
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

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

CURTCO, INC.

By: _____
Printed Name: CURTIS WHEATCRAFT
Title: PRESIDENT

Exhibit A

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.

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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

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 ¼ 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.

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

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.

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)

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.

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 5249 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.

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

PART 2 PRODUCTS

2.01 MANUFACTURER

A. W. R. MEADOWS®, INC., PO 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 ¼ inch] 1 ½ 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

W. R. MEADOWS. SEALTIGHT

SAFETY DATA SHEET

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	

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 Reauthoprization 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

	OSHA				ACGIH		
Chemical Name:	PEL	PEL/CEILING	PEL/STEL	SKIN	TLV	TLV/CEILING	TLV/STEL	SKIN
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

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.

CRAFCO INC
AN ERGON E COMPANY
420 N. Roosevelt Ave. • Chandler AZ 85226
1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
www.crafco.com

PRODUCT DATA SHEET

POLYFLEX TYPE 3

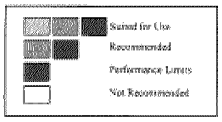
PART NO. 34521

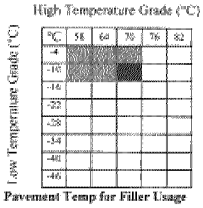
MARCH 2009

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/cm^2) 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 CRAFCO, Inc. warrants that CRAFCO 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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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.

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 Ethic 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.

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.

SUBMITTAL FORMS

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.

[signature] — **Authorized Signature**

PRESIDENT — **Title**

Curtis Wheatcraft — **Print/Type Name**

7-8-21 — **Date**

#21119 Pavement Crack & Joint Sealing Srv 18

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 Whentcraft			Title:	President
Vendor Name:	Curtco, Inc				
Vendor Address:	6133 Hwy 27				
City:	Center Point	State:	Tx	Zip:	78010
Phone:	(830) 634-3434		Fax:	(830) 634-3435	
Email:	cwhentcraft@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) 237-8530

REFERENCE #2			
Reference Name:	Phillip Thomas	Title:	Street Superintendent
Reference Organization:	City of Farmers Branch		
Project Title:	Crack Sealing		
Email:	phillip.thomas@farmersbranchtx.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

EXPERIENCE					
How may 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 governement 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 exectues a service schedule for various locations:					

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

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	**Title** Pres.
Print/Type Name Curtis Wheatcraft	**Date** 7-8-21

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONAIRE

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	**Title** PRES.
Print/Type Name Curtis Wheatcraft	**Date** 7-8-21

Pavement Crack & Joint Sealing Service	Vendor:	CURTCO INC
BID SHEET ~ RFB #21119	Contact:	CURTIS WHEATCRAFT
All prices shall include any and all delivery fees, including but not limited to freight, fuel surcharge, and environmental fees	Email:	cwheatcraft@aol.com
	Phone:	830-634-3434
	City/State:	CENTER POINT, TX 78010

	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

BID PRICING

	DESCRIPTION	QTY	UOM	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.

Curtco, Inc
Vendor Name

Authorized Signature

PRES.
Title

Curtis Wheatcraft
Print/Type Name

7-8-21
Date

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	Printed name of officer administering oath	Title of officer administering oath
Carla Edmiaston	Carla Edmiaston	Office Manager

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.277

ACORD

CURTIN1 OP ID: KH

CERTIFICATE OF LIABILITY INSURANCE

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 210-691-0067 Insurance Concepts of San Antonio, Inc. 11120 Wurzbach, Suite 201 San Antonio, TX 78230-2426 Lana Sund	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 — NAIC # INSURER A : Addison Insurance Company — 10324 INSURER B : United Fire Lloyds — 43559 INSURER C : Texas Mutual Insurance Company — 22945 INSURER D : INSURER E : INSURER F :

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	X	60424006	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X 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) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			60424006	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	0001152369	01/01/2021	01/01/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 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

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

Lana Sund

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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 BlanketAdditional 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

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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

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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.

(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.

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
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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.

(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.

(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.

TexasMutual®
WORKERS' COMPENSATION INSURANCE

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
   (X) 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

12/30/20

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

STAFF REPORT

MEETING: City Council - 01 Nov 2022

TITLE:
Consider a Resolution approving the purchase of traffic operations equipment, maintenance, and supplies from Paradigm Traffic Systems, Inc. using BuyBoard Contract 603-20, in an amount not to exceed $170,000.00.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Jacqueline R. Culton, PE, MBA, Director of Public Works (Interim)
John Borchardt, Traffic Operations Superintendent

BACKGROUND/HISTORY:
The Traffic Operations Division of the Public Works Department routinely purchases equipment, maintenance, and supplies to repair signalized intersections.

Equipment and supplies vary depending on need but can include fiber optic termination panels, advanced traffic controllers, video detection systems, and traffic cabinets. To ensure public safety and reliability of the traffic system, these items are necessary to have on hand for scheduled routine maintenance and in the event of an emergency.

POLICY EXPLANATION:
Paradigm Traffic Systems, Inc. of Arlington, TX, has been a vendor of the City of Duncanville for approximately 25 years. This authorization would cover the purchase of their products on an as-needed basis through March 31, 2023.

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 participate voluntarily in these interlocal cooperative arrangements. BuyBoard contracts are competitively bid to increase and simplify the purchasing power of government entities across the State of Texas.

FUNDING SOURCE:

ORG and Object Number
010663-700227, 01066300-700230, 01066300-700451, 010663-700662, and 01066300-700884

Available Budget	**Purchase Amount**	**After Encumber**
$317,183.80	$170,000.00	$147,183.80

ACTION ALTERNATIVES:

1. Approve funding in an amount not to exceed $170,000.00 to purchase traffic signal equipment, maintenance, and supplies from Paradigm Traffic Systems, Inc.
2. Disapprove funding altogether or approve funding in a different amount.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - BuyBoard Renewal Letter
Resolution No. - 2022-103 - Paradigm Traffic Systems, Inc.

Attachment 1

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

January 25, 2022

Sent via email to: estimating@paradigmtraffic.com

Jerry Priester
Paradigm Traffic Systems, Inc
2201 E. Division Street
Arlington, TX 76011

Re: Public Safety and Firehouse Supplies and Equipment
BuyBoard Contract 603-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Public Safety and Firehouse Supplies and Equipment, Contract 603-20, for which the current term is set to expire March 31, 2022. At this time, the BuyBoard is renewing your contract through March 31, 2023. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

final renewal v.02.13.2020

RESOLUTION NO. 2022-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF TRAFFIC OPERATIONS EQUIPMENT, MAINTENANCE, AND SUPPLIES FROM PARADIGM TRAFFIC SYSTEMS, INC. USING BUYBOARD CONTRACT 603-20, IN AN AMOUNT NOT TO EXCEED $170,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Traffic Operations Division purchases traffic signal equipment, maintenance, and supplies as part of their scheduled annual maintenance and replacement program for signalized intersections; and

WHEREAS, the City of Duncanville has entered into a Cooperative Purchasing Agreement with the Local Government Purchasing Cooperative (BuyBoard) for products and services; and

WHEREAS, BuyBoard has taken competitive sealed bids for Public Safety and Firehouse Supplies and Equipment; and

WHEREAS, BuyBoard has awarded Contract 603-20, Renewal No. 2 for Public Safety and Firehouse Supplies and Equipment to Paradigm Traffic Systems, Inc.; and

WHEREAS, the City of Duncanville desires to purchase traffic operations equipment, maintenance, and supplies from Paradigm Traffic Systems, Inc. through BuyBoard Contract 603-20, in an amount not to exceed $170,000.00.

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 awards a bid and approves the purchase of traffic operations equipment, maintenance, and supplies from Paradigm Traffic Systems, Inc., through Buyboard Contract 603-20, in an amount not to exceed $170,000.00.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or her 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 1st day of November, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 01 Nov 2022

TITLE:
Consider a Resolution approving the purchase of traffic operations equipment, maintenance, and supplies from Consolidated Traffic Controls, Inc. using Houston-Galveston Area Council of Governments (HGAC) Contract PE-05-21, in an amount not to exceed $150,000.00.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Jacqueline R. Culton, PE, MBA, Director of Public Works (Interim)
John Borchardt, Traffic Operations Superintendent

BACKGROUND/HISTORY:
The Traffic Operations Division of the Public Works Department routinely purchases equipment, maintenance, and supplies to repair signalized intersections.

Equipment and supplies vary depending on need but can include traffic signal heads, school zone flasher equipment, audible push buttons, and driver feedback signs. To ensure public safety and reliability of the traffic system, these items are necessary to have on hand for scheduled routine maintenance and in the event of an emergency.

POLICY EXPLANATION:
Consolidated Traffic Controls, Inc. of Arlington, TX, has been a vendor of the City of Duncanville for approximately 37 years. This authorization would cover the purchase of their products on an as-needed basis through April 30, 2023.

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 participate voluntarily in these interlocal cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number
01066300-700227, 010663-700230, 010663-700233, 010663-700451, and 010663-700662

Available Budget	**Purchase Amount**	**After Encumber**
$272,217.80	$150,000.00	$122,217.80

ACTION ALTERNATIVES:

1. Approve funding in an amount not to exceed $150,000.00 to purchase traffic signal equipment, maintenance, and supplies from Consolidated Traffic Controls, Inc.
2. Disapprove funding altogether or approve funding in a different amount.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Consolidated Traffic Controls Contract PE-05-21
Resolution No. - 2022-104 - Consolidated Traffic Controls, Inc. - Pdf

DocuSign Envelope ID: 6CD6B187-4A93-4031-89C5-94071BF044D5 Attachment 1

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Consolidated Traffic Controls, Inc. - Public Services - ID: 6676

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Consolidated Traffic Controls, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1016 Enterprise PL, Arlington, TX 76001.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

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The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

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such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins May 01 2021 and ends Apr 30 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all

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subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all

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obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

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ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill

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any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

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H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*
H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:
(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY
H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE
To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST
No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ)

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if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

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The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items

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designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

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ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS
Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT
Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY
It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES
All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE
This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY
In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 49: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Consolidated Traffic Controls, Inc.		**H-GAC**	
Signature	DocuSigned by: Bryan Jones 4CFC215BBD244A0...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Bryan Jones	Name	Chuck Wemple
Title	Senior Vice President	Title	Executive Director
Date	5/25/2021	Date	5/27/2021

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA) with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

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ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

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d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

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ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made 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.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ‘‘Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

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In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

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every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

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ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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AMENDMENT No. 1 to CONTRACT No. PE05-21
For
Traffic Control, Enforcement and Signal Preemption Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Consolidated Traffic Controls, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Clarifies Articles 26, 27, and 28 in Special Provisions of the above referenced Agreement (#6676) should read as follows:

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS
As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE
For purchases using federal funds in excess of $150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT
Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative

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Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 12/28/2021

Signed for: **Consolidated Traffic Controls, Inc.**

DocuSigned by:
Bryan Jones
4CFC215BBD244A0...

Printed Name & Title: Bryan Jones Senior Vice President

Date: 12/27/2021

Revised 6.1.18

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HGACBuy

Attachment A
Consolidated Traffic Controls, Inc.
Traffic Control, Enforcement and Signal Preemption Equipment
Contract No.: PE05-21

H-GAC Product Code	Item Description (Offeror may not change any desctiption or add items)	Offered Price
	RTC School Flasher Systems	
	Flash Cube for School or 24 Hour Flashers	
	Must Add Solar Panels, Batteries, Poles, Anchors, Signs, Time Switches and Communication if Applicable	
	If you want a yellow Flash Cube enter Y	
	If you want a yellow Signal Face enter Y	
	If you want a yellow Visor enter Y	
	If you want a Red LED Enter Y	
	If you want a 24 Hour Flasher Enter Y	
PNS10-FlashCube	Black Flash Cube Includes Cabinet, LED, Signal Face, Visor and Wiring and Solar Mounting Receiver	$ 1,253.00
PNS10-FlashCube-AC	AC Black Flash Cube Includes Cabinet, LED, Signal Face, Visor and Wiring and Solar Mounting Receiver	$ 1,113.00
PNS10-Cube2	Add a Second LED, Signal, Visor and Mount to FlashCube	$ 378.00
PNS10-Cube3	Add a Third Confirmation LED, Signal, Visor and Mount	$ 378.00
	FlashCube Mounting Options	
PNS10-503396	Pole Mount 4.5" OD Pole	$ 160.00
PNS10-503396-3	Pole Mount 2 7/8 to 3.00" OD Pole	$ 163.00
PNS10-503398	Pole Mount 2 3/8" OD Pole	$ 156.00
PNS10-503397	Pole Mount 2"x 2" Unistrut Pole	$ 125.00
PNS10-503396W	Wooden Pole 4x4 or 6x6	$ 125.00
	FlashCube Solar Panel Options	
PNS10-502400-20	20 Watt Solar Panel Assy incl Mount and Wiring	$ 345.00
PNS10-502400-30	30 Watt Solar Panel Assy incl Mount and Wiring	$ 390.00
PNS10-502400-40	40 Watt Solar Panel Assy incl Mount and Wiring	$ 449.00
PNS10-502400-50	50 Watt Solar Panel Assy incl Mount and Wiring	$ 481.00
PNS10-502400-65	65 Watt Solar Panel Assy incl Mount and Wiring	$ 545.00
	FlashCube Replacement LED's	
PNS10-506444MTSC	Amber Replacement Master LED W/ Regulator & Dimming for a School Flasher or 24 Hour Flasher	$ 311.00
PNS10-506445MTSC	Red Replacement Master LED W/ Regulator & Dimming for a 24 Hour Flasher	$ 311.00
PNS10-506444S	Amber Second LED	$ 126.00
PNS10-506445S	Red Second LED	$ 126.00
	School Zone Flashers	
	Select Cabinet, Solar Panel, Battery, IL LEDS, Signals, Signs, Poles, Time Switches and Comm. Equip. below)	
	If this is a 24 Hour Flasher enter Y	
	Standard Cabinets	
PNS10-503333K	One Battery Cabinet Including Panel No. 2 lock, Regulator and 4.5" Ubolt Mount 18W"x17H"x14"D	$ 807.00
PNS10-503333HBK	One Battery Cabinet Including Panel No. 2 lock, Regulator and Hinged Mounting Bracket (All Poles Sizes) 18W"x17H"x14"D	$ 807.00
PNS10-503333FBK	One Battery Cabinet Including Panel No. 2 lock, Regulator and Flared Bracket Mount 18W"x17H"x14"D	$ 807.00

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PNS10-503568K	Two Battery Cabinet Including Panel No. 2 lock, Regulator and 4.5" Ubolt Mount 17 1/4"x26"x17"	$ 1,070.00
PNS10-503576K	Two Battery Cabinet Including Panel No. 2 lock, Regulator and Flare Mounting Bracket 17 1/4"x26"x17"	$ 1,070.00
PNS10-502565K	AC Cabinet Including Panel, NEMA Flasher, #2 Lock 4.5" Flare Mount 14"x16"x10"	$ 636.00
PNS10-502564K	AC Cabinet Including Panel, NEMA Flasher, #2 Lock 4.5" Ubolt Mount 14"x16"x10"	$ 636.00
PNS10-502564HBK	AC Cabinet Including Panel, NEMA Flasher, #2 Lock 4.5" Hinge Bracket Mount 14"x16"x10"	$ 636.00
PNS10-502565TWCK	AC Cabinet Including Panel, CUBE Flasher, #2 Lock 4.5" Flare Mount 14"x16"x10"	$ 714.00
PNS10-SUBGUARD DC	Substitute 502598SWG DC Guardian Panel for Regular Swingout Panel, Cables and Harnesses	$ 285.00
PNS10-SUBGUARD AC	Substitute 502505G AC Guardian Panel for Regular Swingout Panel, ables and Harnesses	$ 488.00
PNS10-SUBGUARD LCBG	Substitute 502598LCB DC Guardian Panel for 2 Battery Cabinet Swingout Panel, Cables and Harnesses	$ 285.00
	Tacoma Washington Schooll Flasher Kits	
PNS10-TACOMAR2ACFB	AC Cabinet Including R2 Radio, Panel, CUBE Flasher, #2 Lock 4.5" Flare Mount 14"x16"x10"	$ 2,018.00
PNS10-TACOMAR2AC	AC Cabinet Including R2 Radio, Panel, CUBE Flasher, #2 Lock 4.5" Ubolt Mount 14"x16"x10"	$ 2,018.00
PNS10-TACOMAM2MACFB	AC Cabinet Including M2M Modem, Panel, CUBE Flasher, #2 Lock 4.5" Flare Mount 14"x16"x10"	$ 2,444.00
PNS10-TACOMAM2MAC	AC Cabinet Including M2M Modem, Panel, CUBE Flasher, #2 Lock 4.5" Ubolt Mount 14"x16"x10"	$ 2,444.00
PNS10-TACOMAM2MDCFB	DC Cabinet Including M2M Modem, Panel, CUBE Flasher, #2 Lock 4.5" Flare Mount 14"x16"x10"	$ 4,117.00
PNS10-TACOMAM2MDC	DC Cabinet Including M2M Modem, Panel, CUBE Flasher, #2 Lock 4.5" Ubolt Mount 14"x16"x10"	$ 4,109.00
	TXDOT Approved Cabinets	
	Remember to add TXDOT AP22 time switch if you select TXDOT Cabinet Panel	
PNS10-TXDCSZ	TXDOT One Battery Cabinet Including Panel No. 2 lock, Regulator and Flared Bracket Mount	$ 972.00
PNS10-TXDC2BATT	TXDOT Two Battery Cabinet Including Panel No. 2 lock, Regulator and Flared Bracket Mount	$ 1,312.00
PNS10-RTCAC	TXDOT AC Cabinet Including Panel, NEMA Flasher, #2 Lock Flared Bracket Mount	$ 638.00
0	Enter $ amt. for Custom Cabinet If Applicable	
	If you want a BLACK Cabinet & Mount Enter Y and enter quantity below in Powder Coating	
	If you want a BLACK Pole Assembly Enter Y and enter quantity below in Powder Coating	
PNS10-Cab Black	Powder Coat Cabinet & Mounting Bracket Black	$ 90.00
	Special Colors are available but take longer. Call for prices.	
	Regular Solar Panels	
	Includes 4.5" OD Pole Mount Hardware	
PNS10-SP20	20 Watt Solar Panel Assy incl Side Pole Mount and Wiring	$ 308.00
PNS10-SP30	30 Watt Solar Panel Assy incl Side Pole Mount and Wiring	$ 397.00
PNS10-SP40	40 Watt Solar Panel Assy incl Side Pole Mount and Wiring	$ 406.00
PNS10-SP50	50 Watt Solar Panel Assy incl Side Pole Mount and Wiring	$ 438.00
PNS10-SP65	65 Watt Solar Panel Assy incl Top of Pole Mount and Wiring	$ 524.00
PNS10-SP85	85 Watt Solar Panel Assy incl Top of Pole Mount and Wiring	$ 642.00
PNS10-SP100	100 Watt Solar Panel Assy incl Top of Pole Mount and Wiring	$ 710.00
PNS10-SP130	130 Watt Solar Panel Assy incl Top of Pole Mount and Wiring	$ 801.00
PNS10-SP150	150 Watt Solar Panel Assy incl Top of Pole Mount and Wiring	$ 1,044.00
	If you want to mount Panel to the shaft or Mast Arm of a Signal Pole enter Y	
PNS10-503371IRS2	Side of Pole mount cost for 85 - 150 W Panel	$ 360.00
PNS10-503371IR	Iron Ridge 110 MPH Wind rated Mount	$ 315.00
	Batteries	
PNS10-506484-18	22 (was 18) Amp Hour Gel Cell Battery	$ 138.00
PNS10-500645-36	36 Amp Hour Gel Cell Battery Interstate	$ 182.00
PNS10-500645-53	53 Amp Hour Gel Cell Battery Interstate	$ 264.00
PNS10-500645-104	104 Amp Hour Gel Cell Battery Interstate	$ 416.00
PNS10-500645AGMI	110 Amp Hour AGM Battery Interstate	$ 416.00
	Pole Assemblies (includes Base, Collar, Anchor Bolts and Grounding Lug)	
PNS10-POLE15SPALASSY	15' Spun Aluminum Pole, Base and Collar and Anchor Bolts	$ 571.00
PNS10-POLE15SSASSY	15' Stainless Steel Pole, Base and Collar and Anchor Bolts	$ 601.00
PNS10-POLE15BLKASSY	15' Spun Aluminum Pole, Base and Collar and Anchor Bolts Powdercoated Black	$ 638.00

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PNS10-Pole12	12' Spun Aluminum Pole, Base and Collar Anchor Bolts	$ 517.00
PNS10-POLE20SPALASSY	20' Spun Aluminum Pole, Base and Collar and Anchor Bolts	$ 668.00
PNS10-	**If you want to use a Screw-In Anchor instead of Anchor Bolts select an Anchor**	$ 35.00
PNS10-501312SA4	4" Anchor Pelco PB-5364	$ 298.00
PNS10-501312SA8	8" Anchor Pelco PB-5375	$ 516.00
	12" Signals (Includes Visor, closure kit and Ubolt mounting hdwre)	
PNS10-SIGPY	12" Signal Heads Poly Yellow (1, 2 or 3 per flasher)	$ 144.00
PNS10-SIGPB	12" Signal Heads Poly Black (1,2 or 3 per flasher)	$ 144.00
PNS10-SIGAY	12" Signal Heads Aluminum Yellow (1, 2 or 3 per Flasher)	$ 152.00
PNS10-SIGAB	12" Signal Heads Aluminum Black (1, 2 or 3 per flasher)	$ 152.00
	If you want to use a Side by Side Mounting instead of Top and Bottom enter Y	
	12" LED's	
PNS10-502463	12" Amber DC 5 Watt LED IL (RTC Standard) (1, 2 or 3 per flasher)	$ 68.00
PNS10-PNS-82-TSL12YLX	12" Amber AC LED IL (1, 2 or 3 per flasher)	$ 68.00
PNS10-502463-8W-Red	12" Red DC 8 Watt LED IL	$ 85.00
	8" Signals & LEDs, Includes Visor, closure Kit and Ubolt Mount	
PNS10-SIG8PY	8" Signal Heads Poly Yellow	$ 116.00
PNS10-SIG8AY	8" Signal Heads Aluminum Yellow	$ 138.00
PNS10-502463-8L	8" Amber 5 Watt DC LED IL	$ 77.00
PNS10-506493	8" Amber AC LED	$ 77.00
	Static Signs (Includes Ubolt Mounting Hdwre, Banding on request)	
PNS10-S1S5-1-MPH?	S5-1 Speed Limit Sign High Vis Florescent Green (24"x48")	$ 183.00
PNS10-501510	S5-1 Speed Limit Sign Engineer Grade Std Yellow (24"x48")	$ 183.00
PNS10-501511VDOT	S5-1 Speed Limit Sign High Vis Florescent Green (30"x60")	$ 283.00
	What Speed Limit do you want on the sign?	MPH?
	If You prefer Specific Times instead of While Flashing, enter a Y and the times needed below	
Am	Pm	
7:45 - 8:45	3:15 - 4:00	
PNS10-S1S7-1TK	Cell Phone Prohibited Sign (24"x18")	$ 86.00
PNS10-S1S1-1-LGK	S1-1 School Pedestrian Sign Left WITHOUT Lines (36"x36") HV Green	$ 222.00
PNS10-S1S1-1-RGK	S1-1 School Pedestrian Sign Right WITHOUT Lines (36"x36") HV Green	$ 222.00
PNS10-S1S2-1-LGK	S2-1 School Pedestrian Sign Left WITH Lines (36"x36") HV Green	$ 222.00
PNS10-S1S2-1-RGK	S2-1 School Pedestrian Sign Right WITH Lines (36"x36") HV Green	$ 222.00
PNS10-S1S4-3P-K	S4-3P "School" Sign HV Green (10"x24")	$ 62.00
PNS10-S1S4-4PK	S4-4P "When Flashing" Sign HV Black/White (10"x24")	$ 62.00
PNS10-S1W11-15K	W11-15 "Ped/Bicycle Crossing" Sign HV Green (30"x30")	$ 147.00
PNS10-S1S5-2K	S5-2 "End School Zone" Sign Black/White (24"x30")	$ 121.00
PNS10-S1W16-7P24-GK	W16-7P Arrow Pointing Left to Crossing Sign (24"x12") HV Green	$ 79.00
PNS10-S1W16-7P24-RGK	W16-7P Arrow Pointing Right to Crossing Sign (24"x12") HV Green	$ 79.00
PNS10-S1W16-7P-GK	W16-7P Arrow Pointing Left to Crossing Sign (30"x18") HV Green	$ 117.00
PNS10-S1W16-7PR-GK	W16-7P Arrow Pointing Right to Crossing Sign (30"x18") HV Green	$ 117.00
PNS10-S1W16-9P-GK	W16-9P "Ahead" Sign (30"x18") HV Green	$ 116.00
PNS10-502309	Sign Brackets ONLY (Signs come with Brackets)	$ 26.00
	Edge Light School Zone Signs (Sign Only to add to existing battery cabinet installation)	
PNS10-S1ELASSY	This line adds a Cabinet (Including Configurable Dimming and Configurable Flash Patterns),20W Solar Panel, 22Ah Battery to ANY Edgelight© sign. Note: with one battery cabinet you can add an AP22 Time Switch, Guardian© and M2M communication to any sign from School Flasher Section. Pole Assembly also not included.	$ 814.00

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PNS10-S1ELS5-1-15	S5-1 Speed Limit Edge Light Sign 15MPH (High Vis Florescent Green 24"x48", 12 LED's)	$ 1,050.00
	If not 15 MPH, What Speed do you want on the sign?	
	If You prefer Specific Times instead of When Flashing, enter a Y and the times needed below	
Am	Pm	
7:45 - 8:45	3:15 - 4:00	
PNS10-S1S1-1-LGK30K	S1-1 Edge Light School Pedestrian Sign Left WITHOUT Lines (30"x30")	$ 1,045.00
PNS10-S1ELS1-1-RGK30K	S1-1 Edge Light School Pedestrian Sign Right WITHOUT Lines (30"x30")	$ 1,045.00
PNS10-S1ELS1-1-LGK	S1-1 Edge Light School Pedestrian Sign Left WITHOUT Lines (36"x36")	$ 1,082.00
PNS10-S1ELS1-1-RGK	S1-1 Edge Light School Pedestrian Sign Right WITHOUT Lines (36"x36")	$ 1,082.00
PNS10-S1ELS2-1-LGK	S1-1 Edge Light School Pedestrian Sign Left WITH Lines (36"x36")	$ 1,082.00
PNS10-S1ELS2-1-RGK	S1-1 Edge Light School Pedestrian Sign Right WITH Lines (36"x36")	$ 1,082.00
PNS10-S1ELW16-7P24-GK	W16-7P Edge Light Arrow Pointing Left to Crossing Sign (24"x12")	$ 972.00
PNS10-S1ELW16-7P24-RGK	W16-7P Edge Light Arrow Pointing Right to Crossing Sign (24"x12")	$ 972.00
PNS10-S1ELW16-7P-GK	W16-7P Edge Light Arrow Pointing Left to Crossing Sign (30"x18")	$ 1,010.00
PNS10-S1ELW16-7PR-GK	W16-7P Edge Light Arrow Pointing Right to Crossing Sign (30"x18")	$ 1,010.00
PNS10-S1ELW16-9P-GK	W16-9P Edge Light "Ahead" Sign (30"x18")	$ 1,010.00
PNS10-S1ELS7-1TK	Edge Light Cell Phone Prohibited Sign (24"x18")	$ 766.00
	Time Switches	
PNS10-503644	AP22 Time Switch W/ Harness	$ 452.00
PNS10-503644TX	TXDOT/ELTEC Replacement AP22 Time Switch W/ Harness	$ 452.00
PNS10-503644B	AP22 Time Switch Without Harness	$ 430.00
PNS10-503644BTX	TXDOT/ELTEC Replacement AP22 Time Switch W/O Harness	$ 430.00
PNS10-501614	AP21 Time Switch W/ Harness	$ 338.00
PNS10-501614B	AP21 Time Switch W/O Harness	$ 320.00
PNS10-503602-D-KITDC	CPR 2102 with Pager W/ Harness (DC Cabinet mount)	$ 699.00
PNS10-503602-D-KITAC	CPR 2102 with Pager W/ Harness (AC Cabinet mount)	$ 699.00
PNS10-503645X	CPR 2102 without Pager W/O Harness for M2M Systems	$ 452.00
PNS10-503645XP	CPR 2102 without Pager W/O Harness for Radio Systems	$ 452.00
PNS10-501628	ADD a CPR 2102 TXDOT/ELTEC Replacement Wiring Harness	$ 36.00
PNS10-503518	ADD a CPR 2102 Replacement Wiring Harness	$ 36.00
	RTC Time Switch M2M Upgrade Program	
PNS10-AP22 UPGR	AP22 Upgrade (Board Replacement) includes 5 Yr Warranty	$ 250.00
PNS10-AP22 UPGR	AP22 Upgrade (NO Board Replacement)	$ 135.00
PNS10-CPR UPGR	CPR 2102 Upgrade Years 1-5 (Board Replacement) 5 Yr Warranty	$ 250.00
PNS10-CPR UPGR	CPR 2102 Upgrade Years 1-5 (NO Board Replacement)	$ 135.00
PNS10-CPR UPGR10YR	CPR 2102 Upgrade Year 6 and up (Board Replacement)	$ 322.00
	Guardian Flasher Monitoring System	
PNS10-Guard	DC Guardian Board with Complete 3 way Wiring Harness only (use to replace existing FCB Board and only if there is an existing functional 6 terminal regulator)	$ 382.00
PNS10-Guard1	DC Guardian Board with Complete 3 way Wiring Harness mounted on small panel (use if there is an existing functional 6 terminal regulator)	$ 404.00
PNS10-GuardTX	DC Guardian Board with Complete 3 way TXDOT Wiring Harness and Large Panel, includes a new 20A regulator	$ 495.00
PNS10-Guard2	DC Guardian Board with Complete 3 way Wiring Harness and Large Panel, includes a new 20A regulator	$ 495.00
PNS10-GuardAC1	AC Guardian (Blue Enclosure) with Complete 2 way Wiring Harness (to be wired into panel with existing NEMA Flasher)	$ 434.00
PNS10-GuardCAR	Guardian Board to monitor a Carmanah Flasher	$ 450.00
PNS10-507403S	Optional Door Switch for DC Guardian	$ 30.00
PNS10-507403SC	Optional Door Switch for AC Guardian	$ 30.00
PNS10-507403H2	DC Guardian Complete 3 Way Harness	$ 29.00
PNS10-507403HAC	AC Guardian Complete 3 Way Harness	$ 68.00
	M2M Systems	
PNS10-M2M5YR-4K	Five Year Plan With Modem, RTC Connect™ Software, Premium "Always up" Cloud Based Data Storage, Cell Service, Cable, Mount and Antenna	$ 1,300.00

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PNS10-M2M3YR-4K	Three Year Plan With Modem, RTC Connect™ Software, Premium "Always up" Cloud Based Data Storage, Cell Service, Cable, Mount and Antenna	$ 1,100.00
PNS10-M2M1YR-4K	One Year Plan With Modem, RTC Connect™ Software, Premium "Always up" Cloud Based Data Storage, Cell Service, Cable, Mount and Antenna	$ 900.00
PNS10-M2M5YR-RE	Five Year RTC Connect™ Software, Premium "Always up" Cloud Based Data Storage and Cell Service Plan Only	$ 720.00
PNS10-M2M3YR-RE	Three Year RTC Connect ™ Software, Premium "Always up" Cloud Based Data Storage Data and Cell Service Plan Only	$ 540.00
PNS10-M2M1YR-RE	One Year RTC Connect ™ Software, Premium "Always up" Cloud Based Data Storage Data and Cell Service Plan Only	$ 241.00
PNS10-M2M1MONTH-RE	One MONTH Adder to renewal plan to match existing service ONLY	$ 16.00
PNS10-CANADA	Canadian Plans Per Year Adder	$ 25.00
PNS10-503644	Include an AP22 with ANY Modem and Plan	$ 387.00
PNS10-503644TX	Include a TXDOT AP22 with ANY Modem and Plan	$ 387.00
PNS10-M2M4WA	Modem With Cable, Mount and Paddle Antenna	$ 716.00
PNS10-M2MTSC	TSC Modem With Cable, Slide on Bracket, Antenna (Include SIM card, plan billed directly to customer)	$ 625.00
PNS10-M2M4WOA	Modem With Cable, Mount but no Antenna	$ 625.00
PNS10-M2MOBSWAR	Modem Obsolescence Warranty (ONLY for Use with 5 yr plan Renewals)	$ 325.00
PNS10-M2MYagi	7-10 Db M2M Yagi Antenna with 15' Lead and 20" Offset Mounting Bracket	$ 333.00
PNS10-506473	7-10 Db M2M Omni Puck Antenna with 3' Lead and Mounting Bracket	$ 125.00
PNS10-506473MT	Internal Paddle Antenna	$ 48.00
PNS10-M2MYCBL	M2M and E2 Y Programming Cable	$ 36.00
PNS10-506475M2	Modem Cable for 3G or 4G modem	$ 34.00
PNS10-M2MWRTY3	Additional 3 Year Warranty on Modem to get to 5 year total Warranty	$ 176.00
	Central R2 Radio System	
PNS10-R2Master	Master 900 MHz Radio with Mounted 6dB OMNI Antenna & 50' Lead w/ Suppressor	$ 891.00
PNS10-R2Remote	Remote 900 MHz with Mounted 10dB Yaggi Antenna & 25' Lead	$ 874.00
PNS10-503649FACSA	AC Repeater Station (CPR2102 Time Switch, Cabinet, MH Repeater Radio, 5dB Omni Antenna, 50' Lead)	$ 1,353.00
PNS10-503649FSA	DC Repeater Station (CPR 2102 Time Switch, Cabinet, Solar Panel, Battery, MH Repeater Radio, 5dB Omni Antenna, 50' Lead)	$ 2,521.00
PNS10-503647DSA	Replacement Master Radio with Power Supply (No Antenna Included)	$ 641.00
PNS10-503648DM	Replacement Master Radio without Power Supply (No Antenna Included)	$ 602.00
PNS10-503648DSA	Replacement Remote Radio without Power Supply (No Antenna Included)	$ 602.00
	If either Replacement Radio is a Repeater please enter a Y	
PNS10-R2ESR2	ESR 902 Serial Port Server & Cables to connect existing radio to network	$ 779.00
PNS10-501676FM	Master Radio and ESR 902 Ethernet Switch and Cables	$ 1,834.00
	This LAN assembly comes with a 50 ft. antenna lead. If you need more (or less) cable, please call RTC at (800) 782-8721 for pricing.	
	Mobile R2	
PNS10-503646B	Two Way Mobile Radio for Vehicle w/5Db Antenna, Power Cord and Serial Cable	$ 858.00
PNS10-R2Remote	Remote 900 MHz with Mounted 10dB Yaggi Antenna & 25' Lead	$ 874.00
	E2 Ethernet Switch	
PNS10-503486	E2 Ethernet Switch Converter	$ 259.00
PNS10-503486YC	E2 Y programming Cable	$ 17.00
	Central R1 (MDS) Radio System (Existing Customers Only)	
PNS10-503646KIT	Master MDS 900 MHz Radio with Mounted 5dB OMNI Antenna & 50' Lead w/ Suppressor	$ 1,083.00
PNS10-503648CKIT	Remote MDS 900 MHz Radio with Mounted 10dB Yagi Antenna & 25' Lead w/ Suppressor	$ 1,083.00
PNS10-503646	Replacement Master Radio with Adapter for CPR 2102 Power Supply (No Antenna Included)	$ 885.00
PNS10-505402	Replacement Master Radio without Power Supply or cable (No Antenna Included)	$ 885.00
PNS10-503648C	Replacement Remote Radio without Power Supply (for AP22 or CPR2102 Antenna Included)	$ 976.00

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PNS10-503645LV	CPR2102 with Remote MDS 900 MHz Radio with Mounted 5dB Omni Antenna and 50' Lead/ suppressor for Las Vegas Nevada	$ 1,323.00
PNS10-503645E	CPR2102 with Remote MDS 900 MHz Radio with Mounted 5dB Omni Antenna and 50' Lead/ suppressor for Clark County	$ 1,323.00
	If either Replacement Radio is a Repeater please enter a Y	
PNS10-501676F	Master MDS Radio and ESR 902 Ethernet Switch and Cables	$ 2,041.00
	This LAN assembly comes with a 50 ft. antenna lead. If you need more (or less) cable, please call RTC at (800) 782-8721 for pricing.	
	RTC Driver Feedback Signs	
	Power Timing and Commuincation Options	
PNS10-DFS-AC11	11" A/C Basic Driver Feedback Sign to tie into existing A/C Cabinet (add Time Switch, Communication Plan/Gateway and Guardian Board as needed)	$ 2,370.00
PNS10-DFS-AC11P	11" A/C "Stand Alone" Basic Driver Feedback Sign (add Time Switch, Communication Plan/Gateway and Guardian Board as needed)	$ 2,542.00
PNS10-DFS-DC11	11" D/C Basic Driver Feedback Sign to tie into existing D/C Power (add Time Switch, Communication Plan/Gateway and Guardian Board as needed)	$ 2,319.00
PNS10-DFS-DC11P	11" D/C "Stand Alone" Basic Driver Feedback Sign includes (2) 22 Ah Batteries and 20 Watt Solar Panel (add Time Switch, Communication Plan/Gateway and Guardian Board as needed)	$ 2,765.00
PNS10-DFS-AC12	12" A/C Stand Alone Basic Driver Feedback Sign (add Time Switch, Communication Plan/Gateway and Guardian Board as needed)	$ 2,230.00
PNS10-DFS-DC12	12" D/C Stand Alone Basic Driver Feedback Sign to tie into existing D/C Power (add Time Switch, Communication Plan/Gateway and Guardian Board as needed)	$ 2,179.00
PNS10-DFS-DC12P	12" D/C Stand Alone Basic Driver Feedback Sign includes (2) 22 Ah Batteries and 20 Watt Solar Panel (add Time Switch, Communication Plan/Gateway and Guardian Board as needed)	$ 2,807.00
PNS10-DFS-AC15	15" A/C Stand Alone Basic Driver Feedback Sign (add Time Switch, Communication Plan/Gateway and Guardian Board as needed)	$ 2,813.00
PNS10-DFS-DC15	15" D/C Stand Alone Basic Driver Feedback Sign to tie into existing D/C Power (add Time Switch, Communication Plan/Gateway and Guardian Board as needed)	$ 2,763.00
PNS10-DFS-DC15P	15" D/C Stand Alone Basic Driver Feedback Sign includes (2) 22 Ah Batteries and 20 Watt Solar Panel (add Time Switch, Communication Plan/Gateway and Guardian Board as needed)	$ 3,389.00
PNS10-503644B	Add AP22 Time Switch to any Driver Feedback sign	$ 430.00
PNS10-507413	If you add a Commuication Plan below also add a gateway board	$ 59.00
PNS10-M2M5YR-4K	Add Five Year Communicaion Plan With Modem, RTC Connect™ Software, Premium "Always up" Cloud Based Data Storage, Cell Service, Cable, Mount and Antenna	$ 1,300.00
PNS10-M2M3YR-4K	Add Three Year Communicaion Plan With Modem, RTC Connect™ Software, Premium "Always up" Cloud Based Data Storage, Cell Service, Cable, Mount and Antenna	$ 1,100.00
PNS10-M2M1YR-4K	Add One Year Communicaion Plan With Modem, RTC Connect™ Software, Premium "Always up" Cloud Based Data Storage, Cell Service, Cable, Mount and Antenna	$ 900.00
PNS10-Guard	Add D/C Guardian Board with wiring harness only (use only if there is an existing functional 6 terminal regulator)	$ 382.00
PNS10-SUB40W	Substitute 40 Watt for 20 Watt Solar Panel	$ 98.00
PNS10-ADD22AH	Add 2 more 22Ah Gel cell Batteries	$ 155.00
	RTC Edgelight© Signs	
PNS10-S1ELASSY	This line adds a Cabinet (Including Configurable Dimming and Configurable Flash Patterns),20W Solar Panel, 22Ah Battery to ANY Edgelight© sign. Note: with one battery cabinet you can add an AP22 Time Switch, Guardian© and M2M communication to any sign from School Flasher Section. Pole Assembly also not included.	$ 814.00

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	Edge Light School Zone Signs (Sign Only to add to regular or existing battery cabinet installation) Ubolt Mounting Hdwre included, Banding available on request	
PNS10-S1ELS5-1-15	S5-1 Speed Limit Edge Light Sign 15MPH (High Vis Florescent Green 24"x48", 12 LED's)	$ 1,050.00
	If not 15 MPH, What Speed do you want on the sign?	MPH?
PNS10-S1S1-1-LGK30K	S1-1 Edge Light School Pedestrian Sign Left WITHOUT Lines (30"x30")	$ 1,045.00
PNS10-S1ELS1-1-RGK30K	S1-1 Edge Light School Pedestrian Sign Right WITHOUT Lines (30"x30")	$ 1,045.00
PNS10-S1ELS1-1-LGK	S1-1 Edge Light School Pedestrian Sign Left WITHOUT Lines (36"x36")	$ 1,082.00
PNS10-S1ELS1-1-RGK	S1-1 Edge Light School Pedestrian Sign Right WITHOUT Lines (36"x36")	$ 1,082.00
PNS10-S1ELS2-1-LGK	S1-1 Edge Light School Pedestrian Sign Left WITH Lines (36"x36")	$ 1,082.00
PNS10-S1ELS2-1-RGK	S1-1 Edge Light School Pedestrian Sign Right WITH Lines (36"x36")	$ 1,082.00
PNS10-S1ELW16-7P24-GK	W16-7P Edge Light Arrow Pointing Left to Crossing Sign (24"x12")	$ 972.00
PNS10-S1ELW16-7P24-RGK	W16-7P Edge Light Arrow Pointing Right to Crossing Sign (24"x12")	$ 972.00
PNS10-S1ELW16-7P-GK	W16-7P Edge Light Arrow Pointing Left to Crossing Sign (30"x18")	$ 1,010.00
PNS10-S1ELW16-7PR-GK	W16-7P Edge Light Arrow Pointing Right to Crossing Sign (30"x18")	$ 1,010.00
PNS10-S1ELW16-9P-GK	W16-9P Edge Light "Ahead" Sign (30"x18")	$ 1,010.00
PNS10-S1ELS7-1TK	Edge Light Cell Phone Prohibited Sign (24"x18")	$ 766.00
	Edge Light Stop Signs (Edge Light Sign Only to add to regular or existing battery cabinet installation) Ubolt Mounting Hdwre included, Banding available on request	
PNS10-ELR1-1 30K	R1-1 Stop Edge Light Sign (30"x30", 8 LED's)	$ 1,041.00
PNS10-ELR1-1 36K	R1-1 Stop Edge Light Sign (36"x36", 8 LED's)	$ 1,067.00
PNS10-ELR1-1 48K	R1-1 Stop Edge Light Sign (48"x48", 8 LED's)	$ 1,117.00
	Edge Light Pedestrian Crossing Signs (Edge Light Sign Only to add to regular or existing battery cabinet installation)	
PNS10-ELW11-2-36K	W11-2 Edge Light Pedestrian Sign Walking Left HV Green, No Lines (36"x36")	$ 1,101.00
PNS10-ELW11-2R-36K	W11-2 Edge Light Pedestrian Sign Walking Right HV Green, No Lines (36"x36")	$ 1,101.00
PNS10-ELW11-2K	W11-2 Edge Light Pedestrian Sign Walking Left HV Green, No Lines (30"x30")	$ 1,065.00
PNS10-ELW11-2RK	W11-2 Edge Light Pedestrian Sign Walking Right HV Green, No Lines (30"x30")	$ 1,065.00
PNS10-S1ELW16-7P24-GK	W16-7P Edge Light Arrow Pointing Left to Crossing Sign (24"x12")	$ 972.00
PNS10-S1ELW16-7P24-RGK	W16-7P Edge Light Arrow Pointing Right to Crossing Sign (24"x12")	$ 972.00
PNS10-S1ELW16-7P-GK	W16-7P Edge Light Arrow Pointing Left to Crossing Sign (30"x18")	$ 1,010.00
PNS10-S1ELW16-7PR-GK	W16-7P Edge Light Arrow Pointing Right to Crossing Sign (30"x18")	$ 1,010.00
PNS10-S1ELW16-9P-GK	W16-9P Edge Light "Ahead" Sign (30"x18")	$ 1,010.00
	Edge Light Other Signs (Specify MUTCD Sign or ANY Other Sign)	
	Describe Sign Here (Include MUTCD Code if known and Size)	
	RTC Fire Station Warning Systems	

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	Includes Cabinet, Push to Activate Sign, Fire Station Text and Truck Icon Sign, 20W Solar Panel and 53 Ah Battery for Solar Options	
	Add Poles, Pole Anchors, Signal Heads, Other Signs, LED's or RRFB's if Required	
	If you want to mount Cabinet to the shaft of a Signal Pole enter Y	
	Activation Cabinet Options	
PNS10-600001MC	Fire Station Warning System Facility and Remote Activated (for use with Light Duty Handheld Device, Not Included)	$ 2,688.00
PNS10-600001E	Opticom© Activated Transmission and Opticom© Receiving (Does not include GTT Opticom phase selector or detector or cable)	$ 2,831.00
PNS10-600001RT	Radio Activated Transmission and Opticom© Receiving (Does not include GTT Opticom phase selector or detector or cable) Includes upgrade to 40 W Solar Panel	$ 3,017.00
	Receiving Cabinet Options	
PNS10-600002R	DC Fire Station Receiving Cabinet From Facility or Light Duty Remote (20 Watt Solar Panel and 53 AH Battery)	$ 2,478.00
PNS10-600007R	AC Fire Station Receiving Cabinet From Facility or Light Duty Remote (Part # 502507HH)	$ 1,951.00
PNS10-502547MC	Light Duty Vehicle Remote Control	$ 99.00
	Pole Assemblies (includes Base, Collar, Anchor Bolts and Grounding Lug)	
PNS10-POLE15SPALASSY	15' Spun Aluminum Pole, Base and Collar and Anchor Bolts	$ 571.00
PNS10-POLE15BLKASSY	15' Spun Aluminum Pole, Base and Collar and Anchor Bolts Powdercoated Black	$ 638.00
PNS10-	**If you want to use a Screw-In Anchor instead of Anchor Bolts select an Anchor**	$ 35.00
PNS10-501312SA4	4" Anchor Pelco PB-5364	$ 298.00
PNS10-501312SA8	8" Anchor Pelco PB-5375	$ 516.00
	12" Signals (Includes Visor, closure kit and Ubolt mounting hdwre)	
PNS10-SIGPY	12" Signal Heads Poly Yellow (1, 2 or 3 per flasher)	$ 144.00
PNS10-SIGPB	12" Signal Heads Poly Black (1,2 or 3 per flasher)	$ 144.00
PNS10-SIGAY	12" Signal Heads Aluminum Yellow (1, 2 or 3 per Flasher)	$ 152.00
PNS10-SIGAB	12" Signal Heads Aluminum Black (1, 2 or 3 per flasher)	$ 152.00
PNS10-	**If you want to use a Side by Side Mounting instead of Top and Bottom enter Y**	
	12" LED's	
PNS10-502463	12" Amber DC 5 Watt LED IL (RTC Standard) (1, 2 or 3 per flasher)	$ 68.00
PNS10-PNS-82-TSL12YLX	12" Amber AC LED IL (1, 2 or 3 per flasher)	$ 68.00
0	Change Solar and Battery Sizing	$ -
PNS10-SUB30W	Substitute 30 Watt for 20 Watt Solar Panel	$ 88.00
PNS10-SUB40W	Substitute 40 Watt for 20 Watt Solar Panel	$ 98.00
PNS10-SUB50W	Substitute 50 Watt for 20 Watt Solar Panel	$ 130.00
PNS10-SUB65W	Substitute 65 Watt for 20 Watt Solar Panel	$ 216.00
PNS10-SUB85W	Substitute 85 Watt for 20 Watt Solar Panel	$ 334.00
PNS10-SUB100W	Substitute 100 Watt for 20 Watt Solar Panel	$ 402.00
PNS10-SUB130W	Substitute 130 Watt for 20 Watt Solar Panel	$ 493.00
PNS10-SUB150W	Substitute 150 Watt for 20 Watt Solar Panel	$ 736.00
PNS10-SUB104A	Substitute 104Ah for 53Ah Battery	$ 152.00
	RTC Pedestrian Crossing Systems	
	Includes Cabinet, "Push to Activate" Sign, 40 Watt Solar Panel and 53 Ah Battery for Solar Stations	
	Add Poles, Pole Anchors, Signal Heads, LED's or RRFB's or Other Signs if Required	
	If you want to mount Cabinet to the shaft of a Signal Pole enter Y	
PNS10-600008ID	DC Pedestrian Crossing W/ Polara Model X APS Bluetooth Pushbutton	$ 2,388.00
PNS10-600008M	DC Pedestrian Crossing Master W/ Pushbutton (1 -2 Remotes)	$ 2,388.00

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PNS10-600008MA	DC Pedestrian Crossing Master W/ Pushbutton (3 -6 Remotes)	$ 2,652.00
PNS10-600008R	DC Pedestrian Crossing Remote W/ Pushbutton	$ 2,388.00
PNS10-FlashCube-M	DC Flash Cube ™ Pedestrian Crossing Master W/ Pushbutton (Includes One Flashing beacon)	$ 1,968.00
PNS10-FlashCube-R	DC Flash Cube ™ Pedestrian Crossing Remote W/ Pushbutton (Includes one flashing Beacon)	$ 1,968.00
PNS10-600005M	AC Pedestrian Crossing Master W/ Pushbutton (1-2 Remotes)	$ 1,892.00
PNS10-600005MA	AC Pedestrian Crossing Master W/ Pushbutton (3 or more remotes)	$ 2,155.00
PNS10-600004R	AC Pedestrian Crossing Remote W/ Pushbutton	$ 1,892.00
PNS10-50643062	Gateway Radio for Ped Crossing	$ 451.00
PNS10-506430N2	Node Radio for Ped Crossing	$ 451.00
PNS10-Cube2	Add a Second LED, Signal, Visor and Mount to FlashCube	$ 378.00
PNS10-Cube3	Add a Third Confirmation LED, Signal, Visor and Mount	$ 378.00
	Change Solar and Battery Sizing	
PNS10-SUB20W	Substitute 20 Watt for 40 Watt Solar Panel	$ (97.00)
PNS10-SUB30W	Substitute 30 Watt for 40 Watt Solar Panel	$ (9.00)
PNS10-SUB50W	Substitute 50 Watt for 40 Watt Solar Panel	$ 33.00
PNS10-SUB65W	Substitute 65 Watt for 40 Watt Solar Panel	$ 118.00
PNS10-SUB85W	Substitute 85 Watt for 40 Watt Solar Panel	$ 237.00
PNS10-SUB100W	Substitute 100 Watt for 40 Watt Solar Panel	$ 304.00
PNS10-SUB130W	Substitute 130 Watt for 40 Watt Solar Panel	$ 395.00
PNS10-SUB150W	Substitute 150 Watt for 40 Watt Solar Panel	$ 638.00
PNS10-SUB104A	Substitute 104Ah for 53Ah Battery	$ 152.00
PNS10-SUBAPS	Substitute a Yellow Model X APS pushbutton for Bulldog Including Changing Control Panel (Add One for each Master and One for each Remote)	$ 619.00
PNS10-	Remove Push button from Assembly	$ (196.00)
PNS10-	Add a Second Pushbutton	$ 196.00
PNS10-503499S	Polara 9X12 Push to Activate Sign	$ 35.00
PNS10-APS MSG	Special Message Fee	$ 40.00
	Signs for Ped Crossings (Includes U-Bolt Mounting)	
PNS10-S1W11-2-G-36K	W11-2 Pedestrian Sign Walking Left HV Green No Lines (36"x36")	$ 226.00
PNS10-S1W11-2R-G-36K	W11-2 Pedestrian Sign Walking Right HV Green No Lines (36"x36")	$ 226.00
PNS10-S1W11-2K	W11-2 Pedestrian Sign Walking Left HV Green No Lines (30"x30")	$ 178.00
PNS10-S1W11-2RK	W11-2 Pedestrian Sign Walking Right HV Green No Lines (30"x30")	$ 178.00
PNS10-5003357AT	Bolt Kit for Back to Back Edge Light Signs or Back to Back RRFB's	$ 18.00
PNS10-S1S2-1-LGK	S2-1 School Pedestrian Sign Left WITH Lines (36"x36") HV Green	$ 222.00
PNS10-S1S2-1-RGK	S2-1 School Pedestrian Sign Right WITH Lines (36"x36") HV Green	$ 222.00
PNS10-S1W16-7P24-GK	W16-7P Arrow Pointing Left to Crossing Sign (24"x12") HV Green	$ 79.00
PNS10-S1W16-7P24-RGK	W16-7P Arrow Pointing Right to Crossing Sign (24"x12") HV Green	$ 79.00
PNS10-S1W16-9P-GK	W16-9P "Ahead" Sign (30"x18") HV Green	$ 116.00
	Edge Light Pedestrian Crossing Signs (Edge Light Sign Only to add to existing battery cabinet installation)	
PNS10-ELW11-2K	W11-2 Edge Light Pedestrian Sign Walking Left HV Green, No Lines (30"x30")	$ 1,065.00
PNS10-ELW11-2RK	W11-2 Edge Light Pedestrian Sign Walking Right HV Green, No Lines (30"x30")	$ 1,065.00
PNS10-ELW11-2-36K	W11-2 Edge Light Pedestrian Sign Walking Left HV Green, No Lines (36"x36")	$ 1,101.00
PNS10-ELW11-2R-36K	W11-2 Edge Light Pedestrian Sign Walking Right HV Green, No Lines (36"x36")	$ 1,101.00
PNS10-S1ELW16-7P24-GK	W16-7P Edge Light Arrow Pointing Left to Crossing Sign (24"x12")	$ 972.00
PNS10-S1ELW16-7P24-RGK	W16-7P Edge Light Arrow Pointing Right to Crossing Sign (24"x12")	$ 972.00
PNS10-S1ELW16-7P-GK	W16-7P Edge Light Arrow Pointing Left to Crossing Sign (30"x18")	$ 1,010.00
PNS10-S1ELW16-7PR-GK	W16-7P Edge Light Arrow Pointing Right to Crossing Sign (30"x18")	$ 1,010.00
PNS10-S1ELW16-9P-GK	W16-9P Edge Light "Ahead" Sign (30"x18")	$ 1,010.00

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PNS10-S1ELASSY	This line adds a Cabinet (Including Configurable Dimming and Configurable Flash Patterns),20W Solar Panel, 22Ah Battery to ANY Edgelight© sign. Note: with one battery cabinet you can add an AP22 Time Switch, Guardian© and M2M communication to any sign from School Flasher Section. Pole Assembly also not included.	$ 814.00
	RRFB's in Black Aluminum (Ubolt Mounting Hdwre, Banding Available on request)	
	If you want to change the color to Yellow enter Y	
PNS10-503661D	Single Solar RRFB (No Confirmation Light) (Ubolt Mount)	$ 705.00
PNS10-503661DB	Single Solar RRFB (No Confirmation Light) (Banding Mount)	$ 672.00
PNS10-503661D2	Back to Back Solar RRFBs (No Confirmation Light) (Ubolt Mount)	$ 1,326.00
PNS10-503661DC	Single Solar RRFB W/ Confirmation Light (Ubolt Mount)	$ 790.00
PNS10-503661DCB	Single Solar RRFB W/ Confirmation Light (Banding Mount)	$ 758.00
PNS10-503661DCC	Single Solar RRFB W/ Two Confirmation Lights (Ubolt Mount)	$ 874.00
PNS10-503661DCCB	Single Solar RRFB W/ Two Confirmation Lights (Banding Mount)	$ 842.00
PNS10-503661DC2	Back to Back Solar RRFBs W/ One Confirmation Light (Ubolt Mount)	$ 1,485.00
PNS10-503661DC2B	Back to Back Solar RRFBs W/ One Confirmation Light (Banding Mount)	$ 1,430.00
PNS10-503661DC3	Back to Back Solar RRFBs W/ Two Confirmation Lights (Ubolt Mount)	$ 1,570.00
PNS10-503661DCC2	Back to Back Solar RRFBs W/ Four Confirmation Lights (UBolt Mount)	$ 1,729.00
PNS10-503661A	Single AC RRFB (No Confirmation Light) (Ubolt Mount)	$ 775.00
PNS10-503661AB	Single AC RRFB (No Confirmation Light) (Banding Mount)	$ 742.00
PNS10-503661A2	Back to Back AC RRFBs (No Confirmation Light) (Ubolt Mount)	$ 1,542.00
PNS10-503661AC	Single AC RRFB W/ Confirmation Light (Ubolt Mount)	$ 861.00
PNS10-503661ACB	Single AC RRFB W/ Confirmation Light (Banding Mount)	$ 829.00
PNS10-503661ACC	Single AC RRFB W/ two Confirmation Light (Ubolt Mount)	$ 946.00
PNS10-503661ACCB	Single AC RRFB W/ two Confirmation Light (Banding Mount)	$ 914.00
PNS10-503661AC2	Back to Back AC RRFBs W/ One Confirmation Light (Ubolt Mount)	$ 1,616.00
PNS10-503661AC2B	Back to Back AC RRFBs W/ One Confirmation Light (Banding Mount)	$ 1,561.00
PNS10-SUB30W	Substitute 30 Watt for 20 Watt Solar Panel	$ (9.00)
PNS10-SUB40W	Substitute 40 Watt for 20 Watt Solar Panel	$ (97.00)
PNS10-SUB50W	Substitute 50 Watt for 20 Watt Solar Panel	$ 31.00
PNS10-SUB65W	Substitute 65 Watt for 20 Watt Solar Panel	$ 118.00
PNS10-SUB85W	Substitute 85 Watt for 20 Watt Solar Panel	$ 237.00
PNS10-SUB104A	Substitute 104Ah for 53Ah Battery	$ 152.00
	Pole Assemblies (includes Base, Collar, Anchor Bolts and Grounding Lug)	
PNS10-POLE15SPALASSY	15' Spun Aluminum Pole, Base and Collar and Anchor Bolts	$ 571.00
PNS10-POLE15BLKASSY	15' Spun Aluminum Pole, Base and Collar and Anchor Bolts Powdercoated Black	$ 638.00
PNS10-	**If you want to use a Screw-In Anchor instead of Anchor Bolts select an Anchor**	$ 35.00
PNS10-501312SA4	4" Anchor Pelco PB-5364	$ 298.00
PNS10-501312SA8	8" Anchor Pelco PB-5375	$ 516.00
	12" Signals (Includes Visor, closure kit and Ubolt mounting hdwre)	
PNS10-SIGPY	12" Signal Heads Poly Yellow (1, 2 or 3 per flasher)	$ 144.00
PNS10-SIGPB	12" Signal Heads Poly Black (1,2 or 3 per flasher)	$ 144.00
PNS10-SIGAY	12" Signal Heads Aluminum Yellow (1, 2 or 3 per Flasher)	$ 152.00
PNS10-SIGAB	12" Signal Heads Aluminum Black (1, 2 or 3 per flasher)	$ 152.00
	If you want to use a Side by Side Mounting instead of Top and Bottom enter Y	
	12" LED's	
PNS10-502463	12" Amber DC 5 Watt LED IL (RTC Standard) (1, 2 or 3 per flasher)	$ 68.00
PNS10-PNS-82-TSL12YLX	12" Amber AC LED IL (1, 2 or 3 per flasher)	$ 68.00
	RTC Ala Carte Section	
	Signal Cabinets (ALL RTC Cabinets include all load switches, flash transfer realys, isolators, power supplies and BIU's as needed)	
PNS10-TS1	TS1 Cabinet No Conflict Monitor or Controller	$ 9,096.00
PNS10-TS1M	TS1 Cabinet with EDI Conflict Monitor but No Controller	$ 10,132.00
PNS10-TS1MC	TS1 Cabinet with EDI Conflict Monitor and McCain Controller	$ 12,520.00
PNS10-TS2	TS2 Cabinet No Conflict Monitor or Controller	$ 10,751.00
PNS10-TS2M	TS2 Cabinet with EDI Conflict Monitor but No Controller	$ 11,787.00

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PNS10-TS2MC	TS2 Cabinet with EDI Conflict Monitor and McCain Controller	$ 14,177.00
PNS10-TS2TX	TXDOT TS2 Cabinet with EDI Conflict Monitor but No Controller	$ 12,277.00
	Time Switches Ala Carte	
PNS10-503644B	AP22 Time Switch W/O Harness	$ 430.00
PNS10-AP22H	AP22 Harness 48"	$ 31.00
PNS10-504567	Program Transfer Cable PC to AP22/CPR/TR4	$ 40.00
PNS10-500637	Program Transfer Cable Kit PC to AP22/CPR/TR4	$ 129.00
PNS10-504558	AP22 Transfer Cable (Clock to Clock)	$ 23.00
PNS10-	AP22 Time Clock Upgrade and Warranty	$ 137.00
PNS10-501614B	AP21 Time Switch W/O Harness	$ 320.00
PNS10-503518	AP21 & CPR2102 Harness 48"	$ 31.00
PNS10-500512	Program Transfer Cable PC to AP21 or AP21 to AP21	$ 10.00
PNS10-500635D	Program Transfer Cable KIT PC to AP21 or AP21 to AP21	$ 72.00
PNS10-500482	DB9 to RJ45 Adapter Cable	$ 55.00
PNS10-500625	AP21TR AC Time Switch (No Keypad or Display)	$ 195.00
PNS10-500634	AP21TR DC Time Switch (No Keypad or Display)	$ 195.00
PNS10-500455	Base Relay for DCF 2 circuit Flasher and AP21TR	$ 7.00
PNS10-505426	Adapter USB to DB9	$ 52.00
PNS10-500517	Power Cord for all Time Switches	$ 43.00
PNS10-507409	Memory Capacitor (was 501808)	$ 10.00
PNS10-500335E	Mounting Bracket for Pager Antenna in DC Cabinet	$ 36.00
PNS10-503349K	Mounting Bracket for Pager Antenna in AC Cabinet	$ 83.00
PNS10-501532C	GPS Receiver W/ Harness	$ 260.00
PNS10-506445CPWM-3	CPR 2102 Time Clock Upgrade and Warranty	$ 138.00
PNS10-503525A	CPR 2102 Pager Antenna w/ 30' Lead	$ 94.00
PNS10-501628	ADD a CPR 2102 TXDOT/ELTEC Replacement Wiring Harness	$ 36.00
PNS10-503518	ADD a CPR 2102 Replacement Wiring Harness	$ 36.00
	Communication Options:	
	R1 and R2 Radio and Antenna Options	
PNS10-505472-11dB	11dB Omni Antenna with Mounting Bracket	$ 536.00
PNS10-503525Y	10dB Yagi Antenna W/ Mounting Bracket, 25' Lead	$ 189.00
PNS10-505472-5	5dB OMNI Antenna W/O Mounting Bracket, No Lead	$ 176.00
PNS10-503525BE	3dB OMNI Antenna W/O Mounting Bracket, 30' Lead	$ 105.00
PNS10-502356	Mounting Bracket for all Yagi Antennas	$ 98.00
PNS10-505472-5B	Mounting Bracket For 5dB Omni Antenna on 1.5" pole (for 505472-5)	$ 38.00
PNS10-500335E	Mounting Bracket For 5dB Omni, CPR Pager 3dB Omni Antennas on Solar Panel	$ 22.00
PNS10-505472L-25	25' 240 Series Antenna Lead Only (No Lightning Suppressor)	$ 40.00
PNS10-505472L-50	50' 240 Series Antenna Lead With Suppressor	$ 235.00
PNS10-505472L-100	100' 400 Series Antenna Lead With Suppressor	$ 299.00
PNS10-505472L-100BE	100' 400 Series Antenna Lead With Suppressor (for 503525BE, Fire Station WS)	$ 326.00
PNS10-505472L-150	150' 400 Series Antenna Lead With Suppressor	$ 394.00
PNS10-505433	Lightning Suppressor for Antenna Lead	$ 43.00
PNS10-505476-2	ESR 902 Serial Port Server (No Cables)	$ 755.00
PNS10-505476C	6 Foot Serial Cable from Radio to Switch	$ 22.00
PNS10-505476EC	7 Foot Cat 5 Cable from LAN to Switch	$ 13.00
PNS10-501257	2 Conductor Cable for RRFB Pigtail (Per Foot) (A/C Only)	$ 1.00
	Solar and AC Cabinet Back Panels and Components	
PNS10-Eng	Specialty Panel Engineering Adder Per Hour	$ 125.00
PNS10-503333UB	One Battery Cabinet Cabinet Only	$ 478.00
PNS10-503333FB	One Battery Cabinet - Cabinet Only + Flared Pole Mount	$ 486.00
PNS10-503333HB	One Battery Cabinet - Cabinet Only + Hinge Bracket Mount	$ 486.00
PNS10-502598SW	One Battery Cabinet - Panel Only	$ 309.00
PNS10-503568	Two Battery Cabinet - Cabinet Only - Ubolt mount	$ 819.00
PNS10-503576	Two Battery Cabinet - Cabinet Only - Flare Bracket mount	$ 819.00
PNS10-503568-3PT	Houston Two Battery Cabinet - + 3PT Lock	$ 819.00
PNS10-502598	Houston Two Battery Cabinet - Panel Only Add 50489-15 Regulator, and 500540 Flasher	$ 234.00
PNS10-SFGP3LED	Grand Prairie Two Battery Cabinet (Complete with Radio and CPR 2102 Time Switch, Pole, base, anchor bolts, signals and LED's)	$ 4,905.00
PNS10-502598GP	Grand Prairie Two Battery Cabinet Panel Only (Add 20A SS Regulator & DCF2)	$ 247.00
PNS10-501302-3PT	Houston Two Battery Cabinet with Three Point lock	$ 670.00
PNS10-500341CCNK	Clark County AC School Cabinet and Panel	$ 939.00
PNS10-500341CCNPK	Clark County AC Pedestrian Crossing Cabinet and Panel (No Ped ISO)	$ 1,204.00
PNS10-502598LCB	Panel Only for Two Battery Cabinet With Regulator	$ 283.00
PNS10-502564	AC Cabinet - Cabinet Only + Ubolts	$ 373.00

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PNS10-502565	AC Cabinet - Cabinet Only + Flared Pole Mount	$ 373.00
PNS10-502565HB	AC Cabinet - Cabinet Only + Hinge Bracket Mount	$ 373.00
PNS10-502505	A/C Panel (NEMA Flasher Only, No Flash Transfer Relay)	$ 248.00
PNS10-500533	NEMA Flasher	$ 40.00
PNS10-502505P	Pelco Cabinet Replacement Panel (does not include AP22, M2M or Guard)	$ 348.00
PNS10-500357	Mounting Bracket 4.5" Ubolt	$ 55.00
PNS10-500357B	Mounting Bracket 4.5" Ubolt Powder Coated	$ 59.00
PNS10-502364-4	Mounting Bracket - Flared for Signal Poles (AC cabinet needs one, DC cabinets need 2 each)	$ 22.00
PNS10-502364HB	Mounting Bracket 4.5" Hinged Bracket (DC Cabinets)	$ 129.00
PNS10-502364HBA	Mounting Bracket 4.5" Hinged Bracket (AC Cabinets)	$ 151.00
PNS10-502598	DC Panel Assy (Houston Spec)(No DCF, No Regulator)	$ 111.00
PNS10-502598BP	DC Panel Assy (Quick Replacement/Small Footprint)	$ 309.00
PNS10-502598GP	DC Panel Assy (Grand Prairie Spec)	$ 300.00
PNS10-500540	DCF 2 circuit Flasher	$ 159.00
PNS10-502598FCBA	Circuit Board Flasher Interface W/ Automotive Fuses)	$ 163.00
PNS10-500489-15	15 Amp Regulator PROSTAR LCD Screen (up to 250 Watt System)	$ 257.00
PNS10-504459SS20	20 Amp Sun Saver Regulator Without LCD Display (up to 320 Watt System)	$ 143.00
PNS10-501359	# 2 Key for Lock	$ 4.00
PNS10-500380	# 2 Lock (includes 1 key)	$ 31.00
PNS10-500316	# 1 (Police) Key for Lock	$ 3.00
PNS10-500315	# 1 (Police) Lock (includes 1 key)	$ 22.00
	Solar Panels (Wiring Kit Included), Brackets and Wiring Kits	
PNS10-502400-20	20 Watt Solar Panel ONLY	$ 120.00
PNS10-502400-30	30 Watt Solar Panel ONLY	$ 208.00
PNS10-502400-40	40 Watt Solar Panel ONLY	$ 217.00
PNS10-502400-50	50 Watt Solar Panel ONLY	$ 250.00
PNS10-502400-65	65 Watt Solar Panel ONLY	$ 335.00
PNS10-502400-85	85 Watt Solar Panel ONLY	$ 454.00
PNS10-502400-100	100 Watt Solar Panel ONLY	$ 521.00
PNS10-502400-130	130 Watt Solar Panel ONLY	$ 612.00
PNS10-502400-150	150 Watt Solar Panel ONLY	$ 855.00
PNS10-502400-M	Banding Mounting Bracket 20-50 W for Most Pole Sizes (Includes Bolt Kit)	$ 86.00
PNS10-503371U	Gimble Mount for 2" Square Pole	$ 213.00
PNS10-503371PK	Small Top of Pole Mount Kit	$ 174.00
PNS10-502400-M2	4.5 OD Top of Pole Gimble Mounting Bracket 65-130 W (Includes Bolt Kit)	$ 199.00
PNS10-503364B	Side of Pole Riser Mount 5'	$ 243.00
	Poles & Anchors Ala Carte	
PNS10-501307	15' Spun Aluminum Pole (Pole Only)	$ 300.00
PNS10-501310	Pole Base SPTX-1014	$ 153.00
PNS10-501311	Pole Collar PB-5325	$ 65.00
PNS10-501310GL	Grounding Lug PB-5378-BRS	$ 17.00
PNS10-501312	Anchor Bolts Pelco 5306-GLV	$ 35.00
PNS10-501312GR	Grounding Rod with Clamp and Wire	$ 48.00
PNS10-501309M	Pole Cap PB-5402	$ 12.00
	Signal LED and Wiring Ala Carte	
PNS10-502463-8W	12" Amber DC 8 Watt LED IL (1, 2 or 3 per flasher) To Match Existing LED's ONLY	$ 85.00
PNS10-503375NS	Mounting Hdwre Pelco SE-5053-ALO Single	$ 51.00
PNS10-503375NSB	Mounting Hdwre Pelco SE-5053-ALO Single Black Powdercoat	$ 51.00
PNS10-503375SSC	Mounting Hdwre Pelco SE-5186-ALO Side by Side	$ 103.00
PNS10-501304	Signal Closure Kit Yellow	$ 4.00
PNS10-501304B	Signal Closure Kit Black	$ 4.00
PNS10-504580S	Signal Wiring Kit	$ 21.00
PNS10-501422BPL	One Section Black Poly 12" Backplate (Louvered)	$ 48.00
PNS10-501422BP	One Section Black Poly 12" Backplate (non Louvered)	$ 47.00
	TR4's	
PNS10-501661F4	TR4 GPS Time Reference (includes GPS Receiver, Power Cord and Wiring Harness)	$ 616.00
PNS10-501532	GPS Receiver Only	$ 221.00
PNS10-501661-4MDOT	TR4 GPS Time Reference for Missouri DOT (add 501532M)	$ 371.00
PNS10-501532M	GPS Receiver Only for Missouri DOT	$ 221.00
PNS10-501661-4K	TR4 Time Reference (W/O GPS)	$ 328.00
PNS10-502586	TR4 72" Harness to GPS Receiver	$ 43.00

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PNS10-502585	TR4 72" Harness and Power Cord	$ 43.00
PNS10-505495T	Processor Chip Upgrade (TR3 to TR4)	$ 23.00
PNS10-501664	GPS Remote Mounting Assembly	$ 326.00
	Other	
PNS10-501610P	Opticom IR Emitter Reader with Soft Side Pouch	$ 569.00
PNS10-506440	Hardshell Pelican Case for Reader	$ 137.00
PNS10-500632	Gate Opener Board for Opticom Gate Opener	$ 237.00
	RTC Installation Labor (CTC)	
CTCINSTALL	Fire Station Warning System 8 hours $260 per hour	$ 2,080.00
CTCINSTALL	15' Pole Installation – Screw in Anchor or Bolts 4 Hours $260 per hour	$ 1,040.00
CTCINSTALL	Signal Cabinet Install TS/1 & TS/2 8 Hours $210 per hour	$ 1,680.00
	RTC Repairs (does NOT include Pager on CPR2102)	
PNS10-AP22 REP1-5	AP22 or CPR2102 Time Switch Repair Year 1-5 (Non Warranty)	$ 125.00
PNS10-AP22 REP6	AP22 or CPR2102 Time Switch Repair Year 6	$ 216.00
PNS10-AP22 REP7	AP22 or CPR2102 Time Switch Repair Year 7	$ 259.00
PNS10-AP22 REP8	AP22 or CPR2102 Time Switch Repair Year 8	$ 302.00
PNS10-AP22 REP9	AP22 or CPR2102 Time Switch Repair Year 9	$ 345.00
PNS10-AP22 REP10	AP22 or CPR2102 Time Switch Repair Year 10	$ 387.00
PNS10-CPRREPPG	CPR 2102 Pager Replacement ADD on to any repair	$ 150.00
PNS10-AP22 REP1-5	AP22 Time Switch Repair Year 1-5 (Non Warranty)	$ 125.00
PNS10-AP21 REP6	AP21 Time Switch Repair Year 6	$ 160.00
PNS10-AP21 REP7	AP21 Time Switch Repair Year 7	$ 192.00
PNS10-AP21 REP8	AP21 Time Switch Repair Year 8	$ 224.00
PNS10-AP21 REP9	AP21 Time Switch Repair Year 9	$ 256.00
PNS10-AP21 REP10	AP21 Time Switch Repair Year 10	$ 287.00
	GTT Opticom	
	GTT Opticom IR - Traffic	
110283	Model 794H LED Emitter	$ 1,030.00
110260	Model 792H Strobe Emitter	$ 1,030.00
110261	793S Emitter Switch (On/Off Box)	$ 144.00
110619	Model 762 Phase Selector	$ 1,868.00
110610-MM	Model 764 Multimode Phase Selector	$ 2,946.00
110274	Model 462 Phase Selector	$ 1,384.00
110620	Model 464 Phase Selector	$ 1,999.00
110245	Model 711 Detector	$ 479.00
110258	Model 721 Detector	$ 535.00
110247	Model 722 Detector	$ 741.00
	Trade In Trade Up Section	
	Only Include the items that are eligible for the discount in this seaction	
110283	Model 794H LED Emitter	$ 1,030.00
110260	Model 792H Strobe Emitter	$ 1,030.00
110261	793S Emitter Switch (On/Off Box)	$ 144.00
110619	Model 762 Phase Selector	$ 1,868.00
110610-MM	Model 764 Multimode Phase Selector	$ 2,946.00
110274	Model 462 Phase Selector	$ 1,384.00
110620	Model 464 Phase Selector	$ 1,999.00
110245	Model 711 Detector	$ 479.00
110258	Model 721 Detector	$ 535.00
110247	Model 722 Detector	$ 741.00
GTT Trade In	Trade in Trade Up Discount 20.6248%	20.625%
	GTT Opticom GPS - Traffic	
110610-MM	Model 764 Multimode Phase Selector	$ 2,946.00
110610-MMEW	Extended Warranty 764 MM Phase Selector	$ 442.00
110610-CELL	Model 7614 Multimode Phase Selector - Cellular	$ 3,413.00
110610-CELLEW	Extended Warranty 7614 MM Phase Selector	$ 512.00
110620	Model 464 Phase Selector	$ 1,999.00
110620-MMEW	Extended Warranty 464 MM Phase Selector	$ 479.00
110603-MM	Model 768 Auxiliary Panel	$ 531.00
110603-MMEW	Extended Warranty 768 Aux Panel	$ 83.00
110611	3100 GPS Radio Unit (Mast Mount)	$ 2,840.00
110611-EW	Extended Warranty 3100 GPS Radio	$ 426.00
110611CAB	3100 GPS Radio Unit (Cabinet Mount)	$ 2,830.00
110611CAB-EW	Extended Warranty 3100 GPS Radio	$ 424.00

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110601	2100 GPS Preemption Vehicle Kit	$ 3,192.00
110601EW	Extended Warranty 2000 Series Vehicle Kit	$ 479.00
110617	GPS Intelligreen Fire Station System	$ 6,012.00
110617EW	GPS Intelligreen 5 Yr Warranty	$ 902.00
	GTT GPS Subscription Prices per month	
1000-1337-0	Subscription Service per Vehicle	$ 105.00
1000-1338-0	Subscription Service per Intersection	$ 171.00
	GTT Opticom Multimode - Traffic	
110610-MM	Model 764 Multimode Phase Selector	$ 2,946.00
110610-MMEW	Extended Warranty 764 MM Phase Selector	$ 442.00
110610-CELL	Model 7614 Multimode Phase Selector - Cellular	$ 3,413.00
110610-CELLEW	Extended Warranty 7614 MM Phase Selector	$ 512.00
110603-MM	Model 768 Auxiliary Panel	$ 531.00
110603-MMEW	Extended Warranty 768 Aux Panel	$ 83.00
110253	Model 755 Four Channel Adapter Card	$ 54.00
110611	3100 GPS Radio Unit (Mast Mount)	$ 2,840.00
110611-EW	Extended Warranty 3100 GPS Radio	$ 426.00
110611CAB	3100 GPS Radio Unit (Cabinet Mount)	$ 2,830.00
110611CAB-EW	Extended Warranty 3100 GPS Radio	$ 424.00
110283-MM	Model 794HM Multimode Emitter	$ 1,031.00
110283-MMEW	Extended Warranty Model 794HM	$ 155.00
110609	MM Vehicle Kit (2100 GPS VCU/Radio, 794HM, Cable & Hdwre)	$ 3,675.00
110609EW	Extended Warranty MM Vehicle Kit	$ 551.00
	GTT Opticom - Transit (Low Priority)	
110269	Model 794T LED Emitter	$ 1,020.00
110269	Model 792T Strobe Emitter	$ 1,020.00
110601	2000 Series GPS Preemption Vehicle Kit	$ 3,192.00
110601EW	Extended Warranty 2000 Series Vehicle Kit	$ 479.00
110283-MM (Low)	Model 794TM Multimode Emitter	$ 1,020.00
110283-MMEW	Extended Warranty Model 794HM	$ 153.00
76-1000-1298-0	4010 Vehicle Computer Kit	$ 1,733.00
76-1000-1282-0	400 2.4 Ghz Radio/GPS Unit	$ 1,050.00
76-1000-1242-0	211 Vehicle Interface Cable W/ Dead Reconing	$ 158.00
	GTT Cable, Mounting & Accessories	
108001	External Mounting Cabinet	$ 512.00
110216A	Model 138 Cable 500 Ft Roll (Per Ft.)	$ 0.68
110216B	Model 138 Cable 1,000 Ft Roll (Per Ft.)	$ 0.68
110216C	Model 138 Cable 2,500 Ft Roll (Per Ft.)	$ 0.73
110605A	GPS Cable 500 Ft Roll (Per Ft.)	$ 1.10
110605	GPS Cable 1,000 Ft Roll (Per Ft.)	$ 1.10
110605C	GPS Cable 2,500 Ft Roll (Per Ft.)	$ 1.10
201011	3/4" Narrow Hub (IR)	$ 13.00
101001	Span Wire Clamp	$ 4.00
201011 (hub)	Mast Arm Mount (GPS)	$ 83.00
110280	Opticom Software Kit Includes RS232 cable	$ 1,025.00
100201	Model 380 Card Rack	$ 172.00
110214	GTT Model 760 Card Rack (Incl. Harness)	$ 302.00
0	760 Card Rack Harness Only	$ 71.00
110284	Remote Code Reader (794 Emitters only)	$ 308.00
PNS10-501610P	Handheld Code Reader (794 Only)	$ 561.00
110282	Serial Comm Cable RS232 (Emitter Programming)	$ 21.00
110270	Y Cable (Emitter Programming)	$ 359.00
0	794/494 & 792/492 Hardware Install Kit	$ 338.00
110271	794/494 & 792/492 Emitter Cable Assy.	$ 82.00
110613	Gps Radio Antenna 1050 White	$ 205.00
110613A	Gps Radio Antenna 1050 Black	$ 205.00
110615	GPS Vehicle Interface Cable	$ 167.00
	GTT Software	
0	CMS Software for Five Intersections	$ 750.00
0	CMS Annual Maintenance for Five Intersections	$ 113.00
0	Analytics Software Setup Charge	$ 7,380.00
0	Analytics Software Per Vehicle	$ 123.00
	GTT Gate Opener Kit	

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200201B	721 Gate Opener Kit includes 721 Detector, 462 Phase selector, RTC 380 Card Rack with 100 ft of 138 Cable, Narrow Hub	$ 2,740.00
	GTT Installation and Health Check Labor (CTC)	
CTCINSTALL	GPS Opticom Intersection 5 hours $260 per hour	$ 1,300.00
CTCINSTALL	IR Intersection 4 direction 10 hours $260 per hour	$ 2,600.00
CTCINSTALL	IR Diamond Intersection 12 hours $260 per hour	$ 3,120.00
CTCINSTALL	GPS Diamond Intersection* 5 hours $260 per hour (requires site visit)	$ 1,300.00
CTCINSTALL	IR Emitter Install 4 hours $130 per hour	$ 520.00
CTCINSTALL	GPS/Multimode Vehicle kit 5 hours $130 per hour	$ 650.00
CTCINSTALL	Intelligreen System/RTC System FSW 8 hours $260 per hour	$ 2,080.00
CTCINSTALL	Opticom Initial HealthCheck per Intersection	$ 75.00
CTCINSTALL	Opticom Annual Maintenance per Intersection	$ 230.00
	GTT Canoga	
	GTT Canoga Note: Measurement and Carriers and install need to be included wit any quote of Canoga Microloops	
110330	9004 Four Channel Card (Two Lanes Speed and Length)	$ 675.00
111501	1000 ft Spool Home run cable per FT	$ 0.70
78-8114-5717-1	Installaton Kit 702 Non invasive Microloop	$ 118.00
78-8114-5707-2	Installaton Kit 7002 Non-Invasive Microloop	$ 67.00
78-8118-6123-2	Carrier Package@ 25 Units 702 Non Invasive Microloops	$ 182.00
78-8118-6124-0	Carrier Package@ 50 Units 702 Non Invasive Microloops	$ 364.00
75-0301-3114-0	701-1 Single Microlooop with 75 ft Cable	$ 202.00
75-0301-3115-7	701-1 Single Microlooop with 150 ft Cable	$ 235.00
75-0301-3116-5	701-1 Single Microlooop with 250 ft Cable	$ 278.00
75-0301-3117-3	701-1 Single Microlooop with 500 ft Cable	$ 388.00
75-0301-3118-1	701-1 Single Microlooop with 1000 ft Cable	$ 608.00
75-0301-3119-9	701-2 Double Microlooop with 75 ft Cable	$ 373.00
75-0301-3120-7	701-2 Double Microlooop with 150 ft Cable	$ 406.00
75-0301-3121-5	701-2 Double Microlooop with 250 ft Cable	$ 450.00
75-0301-3122-3	701-2 Double Microlooop with 500 ft Cable	$ 560.00
75-0301-3123-1	701-2 Double Microlooop with 1000 ft Cable	$ 780.00
	Polara Pushbuttons and APS	
	Ped Detection Push Buttons (Std.) Polara Bulldog	
	Bulldog Buttons & Misc	
87-BDL3-Y	Bulldog Button Yellow	$ 75.00
87-BDL3-B	Bulldog Button Black	$ 75.00
871003-014-Y	Bulldog Button Yellow (TS1 Only)	$ 75.00
871003-014-B	Bulldog Button Black (TS1 Only)	$ 75.00
87-BDL3-010-Y	Bulldog Button NO LED Yellow	$ 79.00
87-BDL3-010-B	Bulldog Button NO LED Black	$ 79.00
87-BDL3AL-Y	Bulldog Button Yellow - Left Arrow	$ 86.00
87-BDL3AL-B	Bulldog Button Black - Left Arrow	$ 86.00
87-BDL3AR-Y	Bulldog Button Yellow - Right Arrow	$ 86.00
87-BDL3AR-B	Bulldog Button Black - Right Arrow	$ 86.00
87-BDPM3-Y	Bulldog Pole Universal Mount Yellow	$ 12.00
87-BDPM3-B	Bulldog Pole Universal Mount Black	$ 12.00
87-APBC-Y	Bulldog Pushbutton Cup Aluminum Yellow	$ 12.00
87-APBC-B	Bulldog Pushbutton Cup Aluminum Black	$ 12.00
ie. (87-BDL3CE-Y)	Bulldog One Time Custom Etching Fee (Add CE to Part number)	$ 200.00
87-RBDSP-014-Y-4H	Rectangular Bulldog Button Yellow	$ 81.00
87-RBDSP-014-B-4H	Rectangular Bulldog Button Black	$ 81.00
	Bulldog 5X7	
871011-Y	5x7 Bulldog Button Frame Yellow	$ 39.00
871011-B	5x7 Bulldog Button Frame Black	$ 39.00
87-PBFA9X12-B	5x7 Coversion to 9X12 Bulldog Backplate Black	$ 17.00
87-PBFA9X12-Y	5x7 Coversion to 9X12 Bulldog Backplate Yellow	$ 17.00
87-PBFA9X15-B	5x7 Coversion to 9X15 Bulldog Backplate Black	$ 21.00
87-PBFA9X15-Y	5x7 Coversion to 9X15 Bulldog Backplate Yellow	$ 21.00
87-800-87	5x7 Reversable Sign (Hand Man) Option A	$ 13.00
87-800-88	5x7 Bidirectional Sign (Hand Man) Option A	$ 13.00
87-800-59	5x7 Reversable Sign (Flashing Hand) Option B	$ 15.00

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87-800-63	5x7 Bidirectional Sign (Flashing Hand) Option B	$ 15.00
	Bulldog 9X12	
871012-Y	9X12 Bulldog Button Frame Yellow	$ 56.00
871012-B	9X12 Bulldog Button Frame Black	$ 56.00
871019	9X12 Reversable Sign (Flashing Hand R10-3B) Option U	$ 24.00
87-800-72	9X12 Bidirectional Sign (Flashing Hand R10-3B) Option U	$ 16.00
87-800-67	9X12 Reversable Sign (International) Option D	$ 17.00
87-800-70	9X12 Bidirectional Sign (International) Option D	$ 17.00
87-800-85	9X12 Reversable Sign (Countdown R10-3E) Option C	$ 17.00
87-800-90	9X12 Bidirectional Sign (Countdown R10-3E) Option C	$ 17.00
87-800H-86	9X12 Reversable Sign (MUTCD R10-3) Option V	$ 19.00
87-800H-89	9X12 Bidirectional Sign (MUTCD R10-3) Option V	$ 13.00
	Bulldog 9X15	
87-PBF9X15-Y	9X15 Bulldog Button Frame Yellow	$ 59.00
87-PBF9X15-B	9X15 Bulldog Button Frame Black	$ 59.00
87-800H-84	9X15 Reversable Sign (Countdown R10-3E) Option T	$ 30.00
87-800H-99	9X15 Bidirectional Sign (Countdown R10-3E) Option T	$ 20.00
	Bulldog Push Button Control Units & Accessories	$ -
87-PBCU	Push Button Control Unit A/C Powered	$ 268.00
87-PBCU-DC	Push Button Control Unit D/C Powered	$ 301.00
87-PBCUHK-12	PBCU Hardware Kit 12' Cable (6 and 15 ft discontinued)	$ 72.00
87-BDPM3-B	Bulldog Pole Mount - Black	$ 12.00
87-BDPM3-Y	Bulldog Pole Mount - Yellow	$ 12.00
87-PA-iB	Pelco Poly Adaptor - Black	$ 12.00
87-PA-iY	Pelco Poly Adaptor - Yellow	$ 12.00
87-PBC-B	Push Button Cup - Black	$ 12.00
87-PBC-Y	Push Button Cup - Yellow	$ 12.00
87-PBFE-06	Push Button Frame Pole Extender 6"	$ 87.00
87-PBFE-12	Push Button Frame Pole Extender 12"	$ 95.00
87-PBFS4.5X2-B	PBF Adapter for 2 Frames on one 4.5" Pole (all sizes) Black	$ 78.00
87-PBFS4.5X2-Y	PBF Adapter for 2 Frames on one 4.5" Pole (all sizes) Yellow	$ 78.00
	2 Wire Navigator Control Unit NO LONGER ON PRICE LIST!!!	
87-CCU2EN	CCU (Add Hardware Kit if needed)	$ 2,285.00
87-CCU2EN	CCU Including 6' Cable Hardware Kit	$ 2,518.00
87-CCU2ENHK	CCU Hardware Kit (6' cable)	$ 233.00
87-CCU2ENHK-8	CCU Hardware Kit (8' cable)	$ 243.00
87-CCU2ENHK-12	CCU Hardware Kit (12' cable)	$ 280.00
87-850-186	1st GEN Circuit Board (Replacement Part)	$ 87.00
87-850-317	Latest GEN Circuit Board (Replacement Part)	$ 67.00
87-850-217	CCU Cable Harness Assy (Replacement Part)	$ 167.00
87-850-172	CCU Wall Mount Kit	$ 21.00
	iNS2 (SDLC Connector) 2 Wire Intellegent APS, (Base is always Black)	
87 - ICCU-S2+SDLCCP	ICCU - Shelf Model Including Hardware Kit, Power Supply and ICB	$ 2,335.00
87 - ICCU-C2+SDLCCP	ICCU - Rack Mount Including Hardware Kit, Power Supply and ICB	$ 2,342.00
87 - ICCU-B	ICCU - BIU Model Including Hardware Kit, Power Supply and ICB	$ 2,222.00
87 - ICCU-SHK	ICCU - Shelf Model Hardware Kit Only	$ 239.00
87 - ICCU-CHK	ICCU - Rack Mount Hardware Kit Only	$ 246.00
87 - ICCU-BHK	ICCU - BIU Model Hardware Kit Only	$ 280.00
	iNS (50 Pin connector) 2 Wire Intellegent APS, (Base is always Black)	
87 - ICCU-S+SDLCCP	ICCU - Shelf Model Including Hardware Kit, Power Supply and ICB	$ 2,335.00
87 - ICCU-C+SDLCCP	ICCU - Rack Mount Including Hardware Kit, Power Supply and ICB	$ 2,342.00
87 - ICCU-B	ICCU - BIU Model Including Hardware Kit, Power Supply and ICB	$ 2,222.00
87 - ICCU-SHK	ICCU - Shelf Model Hardware Kit Only	$ 239.00
87 - ICCU-CHK	ICCU - Rack Mount Hardware Kit Only	$ 246.00
87 - ICCU-BHK	ICCU - BIU Model Hardware Kit Only	$ 280.00
	iNS2 APS Miscellaneous	
87-iNS2-SUB	iNS2 Setup box	$ 308.00
cust msg	Custom Message	$ 25.00
Braile	Braile on Plastic Plate with Adhesive Back	$ 40.00
87-Add -NA	No Arrow Button (Sign has arrow)	$ 27.00
87-Add -BD	Bidirectional Button Add On	$ 27.00
87-Add -ES	External Speaker Option (allow 8-10 weeks delivery)	$ 86.00

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	iN Button Diaphram Replacement Assemblies	
87-850-372-1	Button Diaphram Right or Left Arrow	$ 23.00
87-850-372-3	Button Diaphram Bidirectional Arrow	$ 33.00
87-850-372-4	Button Diaphram No Arrow	$ 33.00
	iNS2 and iDetect 5X7 Including 800-59 Reversable Sign	
87-iDS25ENO-Y	5X7 iDetect S2 APS Push Button Station Black/Yellow	$ 371.00
87-iDS25ENO-B	5X7 iDetect S2 APS Push Button Station Black/Black	$ 371.00
87-iNS25ANO-Y	5X7 iNS2 APS Push Button Station Black/Yellow	$ 353.00
87-iNS25ANO-B	5X7 iNS2 APS Push Button Station Black/Black	$ 353.00
87-800-59	5x7 Reversable Sign (Flashing Hand) Option B	$ 15.00
87-800-63	5x7 Bidirectional Sign (Flashing Hand) Option B	$ 15.00
87-800H-86	5x7 Reversable Sign (Hand Man) Option A	$ 13.00
87-800H-89	5x7 Bidirectional Sign (Hand Man) Option A	$ 13.00
	iNS2 and iDetect 9X12 Including 800-85 Reversable Sign	
87-iDS29RNO-Y	9X12 iDetect S2 APS Push Button Station Black/Yellow	$ 408.00
87-iDS29RNO-B	9X12 iDetect S2 APS Push Button Station Black/Black	$ 408.00
87-iNS29UNO-Y	9X12 iNS2 APS Push Button Station Black/Yellow	$ 389.00
87-iNS29UNO-B	9X12 iNS2 APS Push Button Station Black/Black	$ 389.00
87-800H-69	9X12 Reversable Sign (Flashing Hand) Option U	$ 24.00
87-800H-72	9X12 Bidirectional Sign (Flashing Hand) Option U	$ 16.00
87-800-85	9X12 Reversable Sign (Countdown) Option C	$ 17.00
87-800-90	9X12 Bidirectional Sign (Countdown) Option C	$ 17.00
	iNS2 and iDetect 9X15 Including 800H-84 Reversable Sign	
87-iDS23RNO-Y	9X15 iDetect S2 APS Push Button Station Black/Yellow	$ 416.00
87-iDS23RNO-B	9X15 iDetect S2 APS Push Button Station Black/Black	$ 416.00
87-iNS23TNO-Y	9X15 iNS2 APS Push Button Station Black/Yellow	$ 397.00
87-iNS23TNO-B	9X15 iNS2 APS Push Button Station Black/Black	$ 397.00
87-800H-84	9X15 Reversable Sign (Countdown) Option C	$ 30.00
87-800H-99	9X15 Bidirectional Sign (Countdown) Option C	$ 20.00
87-87-7YR	Extended Warranty to 7 years (Put a 1 in Quantity Box)	12%
	4 Wire Ped Head Control Unit	
87-PHCU4W	PHCU (Need one per pushbutton)(Add Cable)	$ 206.00
87-850-288-12	PHCU Interconnect Cable 12'	$ 15.00
87-850-288-25	PHCU Interconnect Cable 25'	$ 35.00
87-HK-011	PHCU4W Bracket Kit	$ 7.00
	iNS3 3 Wire Intellegent APS, (Base is always Black)	
	iNS3 APS Miscellaneous	
87-iNS3-SUB	iNS3 Setup box	$ 308.00
cust msg	Custom Message	$ 25.00
Braile	Braile on Plastic Plate with Adhesive Back	$ 40.00
87-Add -NA	No Arrow Button (Sign has arrow)	$ 27.00
87-Add -BD	Bidirectional Button Add On	$ 27.00
87-Add -ES	External Speaker Option (allow 8-10 weeks delivery)	$ 86.00
87-iPHCU3W	Ped Head Control Unit (1 per Push Button)	$ 214.00
87-iNS3-CABLE-12	12' interconnect Cable (1 per Control Unit)	$ 15.00
87-iNS3-CABLE-15	15' interconnect Cable (1 per Control Unit)	$ 31.00
87-iN-DGL	iNAV Bluetooth Dongle	$ 60.00
87-iN-CCK-X	iNAV Color Change Kit (incl lid, exc screws)	$ 87.00
87-iN- 90DEGADPTR-6	90 Degree Reach or Orientation Adaptor - 6 inch	$ 113.00
87-iN- 90DEGADPTR-12	91 Degree Reach or Orientation Adaptor - 12 inch	$ 113.00
	iN Button Diaphram Replacement Assemblies	
87-850-372-1	Button Diaphram Right or Left Arrow	$ 23.00
87-850-372-3	Button Diaphram Bidirectional Arrow	$ 33.00
87-850-372-4	Button Diaphram No Arrow	$ 33.00
	iNS3 and iDetect 5X7 Including 800-59 Reversable Sign	
87-iDS35ENO-Y	5X7 iDetect S2 APS Push Button Station Black/Yellow	$ 365.00
87-iDS35ENO-B	5X7 iDetect S2 APS Push Button Station Black/Black	$ 365.00
87-iNS35ANO-Y	5X7 iNS3 APS Push Button Station Black/Yellow	$ 339.00
87-iNS35ANO-B	5X7 iNS3 APS Push Button Station Black/Black	$ 339.00
87-800-59	5x7 Reversable Sign (Flashing Hand) Option B	$ 15.00
87-800-63	5x7 Bidirectional Sign (Flashing Hand) Option B	$ 15.00
87-800H-86	5x7 Reversable Sign (Hand Man) Option A	$ 13.00
87-800H-89	5x7 Bidirectional Sign (Hand Man) Option A	$ 13.00

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	iNS3 and iDetect 9X12 Including 800-85 Reversable Sign	
87-iDS39RNO-Y	9X12 iDetect S2 APS Push Button Station Black/Yellow	$ 401.00
87-iDS39RNO-B	9X12 iDetect S2 APS Push Button Station Black/Black	$ 401.00
87-iNS39UNO-Y	9X12 iNS3 APS Push Button Station Black/Yellow	$ 375.00
87-iNS39UNO-B	9X12 iNS3 APS Push Button Station Black/Black	$ 375.00
87-800H-69	9X12 Reversable Sign (Flashing Hand) Option U	$ 24.00
87-800H-72	9X12 Bidirectional Sign (Flashing Hand) Option U	$ 16.00
87-800-85	9X12 Reversable Sign (Countdown) Option C	$ 17.00
87-800-90	9X12 Bidirectional Sign (Countdown) Option C	$ 17.00
	iNS3 and iDetect 9X15 Including 800H-84 Reversable Sign	
87-iDS33RNO-Y	9X12 iDetect S2 APS Push Button Station Black/Yellow	$ 411.00
87-iDS33RNO-B	9X12 iDetect S2 APS Push Button Station Black/Black	$ 411.00
87-iNS33TNO-Y	9X15 iNS3 APS Push Button Station Black/Yellow	$ 383.00
87-iNS33TNO-B	9X15 iNS3 APS Push Button Station Black/Black	$ 383.00
87-800H-84	9X15 Reversable Sign (Countdown) Option C	$ 30.00
87-800H-99	9X15 Bidirectional Sign (Countdown) Option C	$ 20.00
	Ped Detection Push Buttons (APS) Polara Navigator	
	APS Miscellaneous	
87-ECONFIG	EZ Comm Configurator	$ 295.00
cust msg	Custom Message	$ 25.00
Braile	Braile on Plastic Plate with Adhesive Back	$ 40.00
87-Add -NA	No Arrow Button (Sign has arrow)	$ 27.00
87-850-275	Preemtion Adapter for Opticom 500 or 700 series	$ 129.00
87-850-390	Custom Cable Harness Assemblyin CCU2ENHK-8(Cable #3, 8' for P\reemption	$ 177.00
87-NPA4X2-X	Pole Adapter for two 9x12 or 9x15 Navs on one pole	$ 85.00
87-NPA-B-FP	Pole Adapter for Fluted Pole (Black only)	$ 60.00
87-EZ523-06	Navigator Pole Extender 6" (Galvanized Only)	$ 87.00
87-EZ523-12	Navigator Pole Extender 12" (Galvanized Only)	$ 95.00
	Navigator 5X7 Including 800-59 Reversable Sign	
87-EN25BNO-Y	5X7 Navigator Button (2 Wire) Yellow/Black	$ 340.00
87-EN25BNO-PY	5X7 Navigator Button (2 Wire) Yellow/Yellow	$ 367.00
87-EN25BNO-B	5X7 Navigator Button (2 Wire) Black/Black	$ 340.00
87-EN45BNO-Y	5X7 Navigator Button (4 Wire) Yellow/Black	$ 340.00
87-EN45BNO-PY	5X7 Navigator Button (4 Wire) Yellow/Yellow	$ 367.00
87-EN45BNO-B	5X7 Navigator Button (4 Wire) Black/Black	$ 340.00
87-800-59	5x7 Reversable Sign (Flashing Hand) Option B	$ 15.00
87-800-63	5x7 Bidirectional Sign (Flashing Hand) Option B	$ 15.00
87-800H-86	5x7 Reversable Sign (Hand Man) Option A	$ 13.00
87-800H-89	5x7 Bidirectional Sign (Hand Man) Option A	$ 13.00
	Navigator 9X12 Including 800-85 Reversable Sign	
87-EN29CNO-Y	9X12 Navigator Button (2 Wire) Yellow/Black	$ 375.00
87-EN29CNO-PY	9X12 Navigator Button (2 Wire) Yellow/Yellow	$ 402.00
87-EN29CNO-B	9X12 Navigator Button (2 Wire) Black/Black	$ 375.00
87-EN49CNO-Y	9X12 Navigator Button (4 Wire) Yellow/Black	$ 375.00
87-EN49CNO-PY	9X12 Navigator Button (4 Wire) Yellow/Yellow	$ 402.00
87-EN49CNO-B	9X12 Navigator Button (4 Wire) Black/Black	$ 375.00
87-800H-69	9X12 Reversable Sign (Flashing Hand) Option U	$ 24.00
87-800H-72	9X12 Bidirectional Sign (Flashing Hand) Option U	$ 16.00
87-800-85	9X12 Reversable Sign (Countdown) Option C	$ 17.00
87-800-90	9X12 Bidirectional Sign (Countdown) Option C	$ -
	Navigator 9X15 Including 800H-84 Reversable Sign	
87-EN23TNO-Y	9X15 Navigator Button (2 Wire) Yellow/Black	$ 383.00
87-EN23TNO-PY	9X15 Navigator Button (2 Wire) Yellow/Yellow	$ 409.00
87-EN23TNO-B	9X15 Navigator Button (2 Wire) Black/Black	$ 383.00
87-EN43TNO-Y	9X15 Navigator Button (4 Wire) Yellow/Black	$ 383.00
87-EN43TNO-PY	9X15 Navigator Button (4 Wire) Yellow/Yellow	$ 409.00
87-EN43TNO-B	9X15 Navigator Button (4 Wire) Black/Black	$ 383.00
87-800H-84	9X15 Reversable Sign (Countdown) Option C	$ 30.00
87-800H-99	9X15 Bidirectional Sign (Countdown) Option C	$ 20.00
	Model X Pedestrian Crossing	
	INX (No Controller Required)	
87-iNX9WNO-Y	9X12 APS Push Button Station Black/Yellow	$ 375.00
87-iNX9WNO-B	9X12 APS Push Button Station Black/Black	$ 375.00
87-iDX9WNO-Y	9X12 iDetect APS Push Button Station Black/Yellow	$ 401.00
87-iDX9WNO-B	9X12 iDetect APS Push Button Station Black/Black	$ 401.00

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	Ped Signals (Countdown)	
	Ped Heads	
190006	Ped Head Poly Yellow	$ 55.00
190109	Ped Head Aluminum Yellow drilled Left	$ 90.00
191106	Ped Head Poly Black	$ 55.00
191109	Ped Head Alum Black drilled left	$ 90.00
	Ped Heads with Clamshells	
190110	16" Ped Head Aluminum Yellow with Clamshell	$ 146.00
191110	16" Ped Head Aluminum Black With Clamshell	$ 143.00
	Clamshells	
190006C	Aluminum Clamshell Yellow	$ 56.00
191109C	Aluminum Clamshell Black	$ 53.00
	Astro Bracs for Ped Heads	
20AS-0157-96	1W Ped Head (96" Cable)	$ 155.00
20AS-0158-96	2W Ped Head (96" Cable)	$ 256.00
0	Paint Adder For Assy (Add Color code Pxx)	$ 21.00
	Leotek LED's for Ped Heads	
821002-IL-TXD	16" Countdown Ped	$ 143.00
821002 48V	16" Countdown Ped (48 Volt DC)	$ 137.00
	Ped Pole Assembly (Greater than 5' Pole)	
	Anchors, Poles, Bases and Collars	
201018	Anchor Bolts	$ 33.00
20PB-5364	4" Screw in Anchor	$ 284.00
300008	8" Screw in Anchor	$ 492.00
201502	Square Base	$ 146.00
Paint Adder	Paint for Base	$ 26.00
PB-5303-PNC	2 Piece Dec Cover	$ 129.00
20PB-5378	Grounding Lug PB-5378-BRS	$ 16.00
PNS-10-501312GR	Grounding Rod with Clamp and Wire	$ 46.00
201020	Collar	$ 62.00
PB-5325-PXX	Collar Paint	$ 10.00
PB-5325-PXX	Painted Collar	$ 72.00
201001	10' Aluminum Pole	$ 191.00
201001B	10' Aluminum Pole (Paint)	$ 225.00
PB-5100-11-PNC	11' Aluminum Pole	$ 210.00
PB-5100-11-PXX	11' Aluminum Pole (Paint)	$ 248.00
201022	12' Aluminum Pole	$ 236.00
201022B	12' Aluminum Pole (Paint)	$ 277.00
201043-13	13' Aluminum Pole	$ 255.00
201524	14' Aluminum Pole	$ 266.00
201043	15' Aluminum Pole	$ 286.00
201043B	15' Aluminum Pole (Paint)	$ 337.00
201043-16	16' Aluminum Pole	$ 304.00
201043-17	17' Aluminum Pole	$ 334.00
201043-18	18' Aluminum Pole	$ 352.00
201071	20' Aluminum Pole	$ 379.00
PB-5200-10-GLV	Steel Pole 10'	$ 196.00
PB-5201-10-PXX	Steel 10' Pole (Paint)	$ 230.00
201041-15	Steel 15' Pole	$ 315.00
PB-5200-15-GLV-PXX	Steel 15' Pole (Paint)	$ 366.00
201007	Cap	$ 11.00
PB-5402-PNC	Cap-Painted	$ 18.00
Paint Adder	Paint for pole (per ft)	$ 3.00
	Ped Pushbutton Pole (5' or Less Pole)	
	Anchors, Poles, Bases and Collars	
201018	Anchor Bolts	$ 33.00
20PB-5364	4" Screw in Anchor	$ 284.00
300008	8" Screw in Anchor	$ 492.00
201502	Square Base	$ 146.00
Paint Adder	Paint for Base	$ 26.00
PB-5303-PNC	2 Piece Dec Cover	$ 129.00
20PB-5378	Grounding Lug PB-5378-BRS	$ 16.00
PNS-10-501312GR	Grounding Rod with Clamp and Wire	$ 46.00
201020	Collar	$ 62.00
PB-5325-PXX	Collar Paint	$ 10.00

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PB-5325-PXX	Painted Collar	$ 72.00
201120-4	4' Aluminum Pole	$ 86.00
201043-5	5' Aluminum Pole	$ 97.00
PB-5200-04-GLV	Steel 4' Pole	$ 92.00
PB-5201-05-GLV	Steel 5' Pole	$ 117.00
PB-5201-05-PXX	Steel 5' Pole (paint)	$ 133.00
201007	Cap	$ 11.00
Paint Adder	Cap-Painted	$ 18.00
Paint Adder	Paint for pole (per ft)	$ 3.00
	Polara Installion Labor (CTC)	
CTCINSTALL	APS Install (8 Navigators and CCU,No Wire Pulling) 8 Hours $125 per hour	$ 1,000.00
CTCINSTALL	APS Install (8 Navigators and CCU,With Wire Pulling) 8 Hours $125 per hour and 8 hours $210	$ 2,680.00
CTCINSTALL	15' Pole Installation – Screw in Anchor or Bolts 4 Hours $260 per hour	$ 1,040.00
	MH Corbin Traffic Counters & Measuring Equip	
	NC350 Traffic Analyzers	
121877-350	Portable Traffic Analyzer NC350 Includes: Manual, Battery Charger w/US Plug	$ 1,295.00
121877COVER	Protective Cover	$ 165.00
121877CABLE	Interface Cable Assembly - USB	$ 190.00
121877-300SFT	Highway Data Management Software (HDM -Full Verison)	$ 1,100.00
70700052	Highway Data Management Software (HDM -Full Verison, Discounted if customer has previous version)	$ 450.00
90300204	Poly Bags - Protective (package of 100)	$ 35.00
70002031	Protective Cover Installation Kit- ASPHALT (Includes: 500 washers, screws, 5 bits)	$ 380.00
70002030	Protective Cover Installation Kit- CONCRETE (Includes: 500 washers, screws, 5 bits)	$ 350.00
121877CHARGER	Charger, NC300/NC200, 110 VAC, US Plug	$ 55.00
60002100	Charger, NC300/NC200, 220 VAC, Euro Plug	$ 55.00
121877BATERY	NC200 Replacement Battery	$ 150.00
660101	Tapecoat Roll (12 inches x 150 feet)	$ 374.00
	Nitestar Distance Measuring Equipment	
120659	GPS-DMI Pro (Includes GPS Unit, OBDII Cable, Display Cable, Garmin Antenna, Velcor Carrying Case)	$ 995.00
120657	NS-50 NiteStar Distance Measuring Instrument	$ 405.00
120668	NS-60 NiteStar Distance Measuring Instrument (RS-232 Port to connect to GPS)	$ 560.00
120657-SS10	SS-10 Electronic Interface	$ 208.00
120657-CABLEKIT	SS10 Standard Cable Kit (Includes: Sensor to NS Cable, and Sensor to Vehicle Cable. " Standard "Cables)	$ 70.00
120608	1082 Wheel Proximity Sensor	$ 175.00
120608	1082F Wheel Proximity Sensor with U-Bolt	$ 180.00
70004150	1030 Wiring Harness, to be used with the proximity sensor (Includes: Wiring Harness, Terminal Block, Fuse, etc.)	$ 60.00
120655	OBD-II Interface Adapter DMI VDT Accessory	$ 465.00
120615	NS-50/60 Mounting Bracket	$ 38.00
70004065	1080 Transmission Sensor	$ 145.00
120611	Target Kit (10 Targets) Use with 1084 Proximity Sensor	$ 95.00
120658	Survey Data Management Software (SDM) Package on CD.	$ 465.00
120653	RS-232 Cable 1023, needed for use with SDM Software	$ 40.00
	Etherwan Ethernet Switches	
	Managed Hardened Switches:	
EG97244-4VCR	Hardened (-40°C - 75°C) Managed 28 Port Layer 3 Ethernet Switch, 28 GE Ports (8 GE RJ45 + 16 GE 100/1000 SFP Ports) + 4 1G/10G SFP+ Ports, Rack Mount, Redundant Internal Universal 100-240VAC Power Supply, IEC Power Connector	$ 11,020.00
EX71802-0VB	Hardened (-40°C - 75°C) Managed Ethernet Switch with 8 10/100TX Ports + 2 Gigabit SFP Slots. DIN Rail or Panel Mount. Terminal Block or DC Jack Power Connector (12VDC - 48VDC).	$ 1,134.00
EX73921-0VB	Hardened (-40°C - 75°C) Managed 12 Port LL3 Gigabit Ethernet Switch with 8 GE Ports + 4 1000Base SFP ports. DIN RAIL Mount, Terminal Block Power Input 12 - 48VDC, power supply sold separately. (LL3 - Light Layer 3 Option Available)	$ 1,679.00

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EX73922E-0VB	Hardened (-40°C - 75°C) Managed LL3 Gigabit Ethernet Switch with 8 Gigabit Ethernet Ports + 2 100/1000Base SFP ports. DIN-Rail Mount, Terminal Block Redundant Power Input 12-48VDC, power supply sold separately.	$ 1,299.00
EX73922E-0VB-CC	Hardened (-40°C - 75°C) Managed LL3 Gigabit Ethernet Switch with 8 Gigabit Ethernet Ports + 2 100/1000Base SFP ports. DIN-Rail Mount, Terminal Block Redundant Power Input 12-48VDC, power supply sold separately. (With Conformal Coating)	$ 1,749.00
EX73924E-0VB	Hardened (-40°C - 75°C) Managed LL3 Gigabit Ethernet Switch with 8 Gigabit Ethernet Ports + 4 100/1000Base SFP ports. DIN-Rail Mount, Terminal Block Redundant Power Input 12-48VDC, power supply sold separately.	$ 1,399.00
EX73931-0VB	Hardened (-40°C - 75°C) Managed 16 Port LL3 Gigabit Ethernet Switch with 12 GE Ports + 4 1000Base SFP ports. DIN RAIL Mount, Terminal Block Power Input 12 - 48VDC, power supply sold separately. (LL3 - Light Layer 3 Option Available)	$ 1,941.00
EX77064-V0VC	Hardened (-40°C - 75°C) Managed Ethernet Switch, 24 100FX Fiber Ports + 4 Gigabit / SFP Combo Ports. Rack Mount with Internal Universal Power Supply, 90VAC-264VAC.	$ 3,045.00
EX75960-0VTU	Hardened (-40°C - 75°C) Managed Ethernet Switch, 24 10/100/1000BASE-TX 802.3bt PoE ports + 4 1G SFP Ports. Rack Mount, Terminal Block 52-57VDC Redundant Power Inputs.	$ 2,749.00
EX75964-0VTU	Hardened (-40°C - 75°C) Managed Ethernet Switch, 24 10/100/1000BASE-TX 802.3bt PoE ports + 4 1G/10G SFP+ Ports. Rack Mount, Terminal Block 52-57VDC Redundant Power Inputs.	$ 2,999.00
EX77244-V0VC	Hardened (-40°C - 75°C) Managed Ethernet Switch, 8 Port 10/100 + 16 100FX Fiber Ports + 4 Gigabit / SFP Combo Ports. Rack Mount with Internal Universal Power Supply, 90VAC-264VAC.	$ 2,913.00
EX77244-V0VCR	Hardened (-40°C - 75°C) Managed Ethernet Switch, 8 Port 10/100 + 16 100FX Fiber Ports + 4 Gigabit / SFP Combo Ports. Rack Mount with Redundant Internal Universal Power Supply, 90VAC-264VAC.	$ 3,333.00
EX77424-V0VC	Hardened (-40°C - 75°C) Managed Ethernet Switch, 16 Port 10/100 + 8 100FX Ports + 4 Gigabit / SFP Combo Ports. Rack Mount with Internal Universal Power Supply, 90VAC-264VAC.	$ 2,779.00
EX77424-V0VCR	Hardened (-40°C - 75°C) Managed Ethernet Switch, 16 Port 10/100 + 8 100FX Ports + 4 Gigabit / SFP Combo Ports. Rack Mount with Redundant, Internal, Universal Power Supply, 90VAC-264VAC.	$ 2,989.00
EX77604-00VC	Hardened (-40°C - 75°C) Managed Ethernet Switch, 24 Port 10/100 + 4 Gigabit/SFP Combo Ports. Rack Mount with Internal Universal Power Supply, 90VAC-264VAC.	$ 2,646.00
EX77604-00VCR	Hardened (-40°C - 75°C) Managed Ethernet Switch, 24 Port 10/100 + 4 Gigabit/SFP Combo Ports. Rack Mount with Redundant Internal Universal Power Supplies, 90VAC-264VAC.	$ 2,909.00
EX77964-8VB	16-port 10/100/1000BASE-TX +8-port 100/1000BASE SFP Combo +4-port 1G/10G SFP+ Hardened Managed Ethernet Switch (12-24VDC) Depth of 254mm allows for installation in smaller enclosures (LL3 - Light Layer 3 Option Available)	$ 3,623.00
EX77964-8VW	Hardened (-40°C - 75°C) Managed 28 Port LL3 Gigabit Ethernet Switch, 24 GE Ports (16 GE RJ45 + 8 GE Combo SFP Ports) + 4 1G/10G SFP+ Ports, Rack Mount, Internal Universal 90-260VAC Power Supply, Terminal Block Power Connector (LL3 - Light Layer 3 Option Available)	$ 3,938.00
EX77964-8VWR	Hardened (-40°C - 75°C) Managed 28 Port LL3 Giagbit Ethernet Switch, 24 GE Ports (16 GE RJ45 + 8 GE Combo SFP Ports) + 4 1G/10G SFP+ Ports, Rack Mount, Redundant Internal Universal 90-260VAC Power Supply, Terminal Block Power Connector (LL3 - Light Layer 3 Option Available)	$ 4,043.00
EX78162-0VB	Hardened (-40°C - 75°C) Managed Ethernet Switch with 16 10/100 PoE Ports + 2 Gigabit Ports, 802.3at 30W PoE available on all Ports, Rear Mount Terminal Block Power Input 48VDC - 57VDC. 240W	$ 2,625.00
EX78921-0VB	Hardened (-40°C - 75°C) Managed LL3 Gigabit Ethernet PoE Switch with 12 Gigabit Ports, (8 GE PoE+ 60W) + 4 GE Non PoE + 4 1000Base SFP ports. IEEE802.3at 60W on Ports 1-8 with 240W PoE power budget. DIN RAIL Mount, Terminal Block Power Input 52VDC - 57VDC, power supply sold separately. (LL3 - Light Layer 3 Option Available) 240W	$ 2,046.00
EX78924E-0VB	Hardened (-40°C - 75°C) Managed LL3 Gigabit Ethernet PoE Switch with 8 Gigabit PoE Ports + 4 100/1000Base SFP ports. IEEE802.3bt 60W on 4 ports with 240W PoE power budget. DIN-rail mount, Terminal Block Redundant Power Input 52-57VDC, power supply sold separately.	$ 1,699.00

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EX78924E-0VB-CC	Hardened (-40°C - 75°C) Managed LL3 Gigabit Ethernet PoE Switch with 8 Gigabit PoE Ports + 4 100/1000Base SFP ports. IEEE802.3bt 60W on 4 ports with 240W PoE power budget. DIN-rail mount, Terminal Block Redundant Power Input 52-57VDC, power supply sold separately. Conformal Coating, 50pcs minimum	$ 2,124.00
EX78931-0VB	Hardened (-40°C - 75°C) Managed LL3 Gigabit Ethernet PoE Switch with 12 Gigabit Ports (8 PoE+ 60W & + 4 GE Non PoE) + 4 1000Base SFP ports. IEEE802.3at 60W on Ports 1-8 with 240W PoE power budget. DIN RAIL Mount, Terminal Block Power Input 52VDC - 57VDC, power supply sold separately. (LL3 - Light Layer 3 Option Available) 240W	$ 2,361.00
EX78934E-0VB	Hardened (-40°C - 75°C) Managed LL3 Gigabit Ethernet PoE Switch with 12 Gigabit PoE Ports + 4 100/1000Base SFP ports. IEEE802.3bt 60W on 4 ports with 240W PoE power budget. DIN-rail mount, Terminal Block Redundant Power Input 52-57VDC, power supply sold separately.	$ 1,849.00
EX78934E-0VB-CC	Hardened (-40°C - 75°C) Managed LL3 Gigabit Ethernet PoE Switch with 12 Gigabit PoE Ports + 4 100/1000Base SFP ports. IEEE802.3bt 60W on 4 ports with 240W PoE power budget. DIN-rail mount, Terminal Block Redundant Power Input 52-57VDC, power supply sold separately. Conformal Coating, 50pcs minimum	$ 2,311.00
	Hardened Unmanaged Switches:	
EX41922	Hardened (-40°C to 75°C) Unmanaged 4 10/100/1000BaseX port Ethernet switch, 2 Gigabit RJ45 + 2 Dual Rate 100/1000 SFP ports. Din-Rail Mount, Redundant 12-48VDC Power Input, Port Fault & Power Failure Alarm Relay.	$ 329.00
EX41922-T	Hardened (-40°C to 75°C) Unmanaged 4 port Ethernet switch, 2 802.3at PoE Gigabit ports + 2 Dual Rate 100/1000 SFP ports. 60W PoE Power Budget, Din-Rail Mount, Redundant 12-48VDC Power Input, Port Fault & Power Failure Alarm Relay. 60W	$ 415.00
EX42305	5 Port Hardened (-40°C - 75°C) PoE+ Ethernet Switch 4 10/100 BaseT 802.3at PoE Ports + 1 Gigabit Port, 120W PoE Power Budget, DIN Rail Mounting , Supports QoS, EEE, 24/48VDC Terminal Block Power Input, Power supply sold separately. 120W	$ 625.00
EX42315-3	6 Port Hardened (-40°C - 75°C) PoE+ Ethernet Switch 4 10/100 BaseT 802.3at PoE Ports + 1 Gigabit RJ45 Port + 1 Fiber Port, 120W PoE Power Budget, DIN Rail Mounting , Supports QoS, EEE, 24/48VDC Terminal Block Power Input, Power supply sold separately. 120W	$ 793.00
EX42315-V	6 Port Hardened (-40°C - 75°C) PoE+ Ethernet Switch 4 10/100 BaseT 802.3at PoE Ports + 1 Gigabit RJ45 Port + 1 SFP Port, 120W PoE Power Budget, DIN Rail Mounting , Supports QoS, EEE, 24/48VDC Terminal Block Power Input, Power supply sold separately. 120W	$ 693.00
EX42315-4	6 Port Hardened (-40°C - 75°C) PoE+ Ethernet Switch 4 10/100 BaseT 802.3at PoE Ports + 1 Gigabit RJ45 Port + 1 Fiber Port, 120W PoE Power Budget, DIN Rail Mounting , Supports QoS, EEE, 24/48VDC Terminal Block Power Input, Power supply sold separately. 120W	$ 887.00
EX42315-A	6 Port Hardened (-40°C - 75°C) PoE+ Ethernet Switch 4 10/100 BaseT 802.3at PoE Ports + 1 Gigabit RJ45 Port + 1 Fiber Port, 120W PoE Power Budget, DIN Rail Mounting , Supports QoS, EEE, 24/48VDC Terminal Block Power Input, Power supply sold separately. 120W	$ 887.00
EasyLink-300-US	Wireless Bridge Kit - Contains two paired Wireless Bridge Units, 2 x 24VDC, 1.5A Power Supplies, 2 x Passive PoE Injectors and 2 x Mounting Kits. 300Mbps, Hardened (-40C - +70C). Supports 6VDC to 30VDC Passive PoE	$ 379.00
EX42395BT	6 Port Hardened (-40°C - 75°C) PoE+ Ethernet Switch 4 10/100/1000 BaseT 802.3bt PoE Ports + 1 Combo Gigabit RJ45/SFP Port + 1 Gigabit SFP Port, 240W PoE Power Budget, DIN Rail Mounting, 52-56VDC Terminal Block Power Input, Power supply sold separately.	$ 499.00
INJ90BT-24	Hardened (-40°C - 75°C) Gigabit PoE Injector with 802.3bt PoE, 90W Power Output, DIN Rail Mounting, 24-56VDC Terminal Block Power Input, Power supply sold separately.	$ 249.00
EX94006-00-1-AA	Hardened (-40°C ~ 75°C) Unmanaged 6-port 10/100BASE-TX Ethernet Switch. DIN Rail Mount, Terminal Block with Alarm Relay (12~48VDC) Power Input, Power Supply sold Separately.	$ 887.00
EX94008-00-1-AA	Hardened (-40°C ~ 75°C) Unmanaged 8-port 10/100BASE-TX Ethernet Switch. DIN Rail Mount, Terminal Block with Alarm Relay (12~48VDC) Power Input, Power Supply sold Separately.	$ 284.00
	Media Converters:	
EL900-A-B-1-A	Hardened (-40°C - 75°C) 1 10/100TX port to 1 100FX Fiber port Media Converter. Din Rail or Panel Mount. Terminal Block Power Connector (10VDC - 48VDC) Complies with U/L 1604	$ 252.00
EL900-A-B-1-C	Hardened (-40°C - 75°C) 1 10/100TX port to 1 100FX Fiber port Media Converter. Din Rail or Panel Mount. 24 VAC Terminal Block Power, Complies with U/L 1604	$ 278.00
EL900-A-N-1-A	Hardened (-40°C - 75°C) 1 10/100TX port to 1 100FX Fiber port Media Converter. Din Rail or Panel Mount. Terminal Block Power Connector (10VDC - 48VDC) Complies with U/L 1604	$ 378.00
EL900-A-O-1-A	Hardened (-40°C - 75°C) 1 10/100TX port to 1 100FX Fiber port Media Converter. Din Rail or Panel Mount. Terminal Block Power Connector (10VDC - 48VDC) Complies with U/L 1604	$ 515.00
	Ethernet Extenders	

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ED3501-U	Industrial (-10°C - 60°C) VDSL2 Ethernet Extender with 1 10/100TX Port to 1 Pair of straight or twisted copper wire. Shelf, Panel or Chassis Mount, Power Supply Included 100 VAC - 240VAC.	$ 314.00
ED3541	Hardened (-40°C - 75°C) VDSL2 Ethernet Extender with 1 10/100TX Port to 1 Pair of straight or twisted copper wire. Din Rail or Panel Mount. Terminal Block power connector, power input range 12 - 48VDC.	$ 478.00
ED3575-622	Hardened (-40°C - 75°C) Managed Switch with 2 VDSL2 Ethernet Extender ports. 6 10/100TX, + Gigabit SFP Combo + 2 Copper Pair VDSL2 Ports. Din Rail or Panel Mount. Terminal Block power connector, redundant 12 - 48VDC power input.	$ 1,775.00
	Conformal Coating (-CC)	
Conformal Coating Option	A -CC at the end of any hardened switch, media converter or extender indicates that this model shall have the PCB conformal coated with moisture and fungus resistant coating. Orders or less than 30 units of the same model will require the Conformal Coating Setup Fee of $500	$ 100.00
Conformal Coating - Setup	Conformal Coating setup fee - fee is waived for orders of 30 or more units of the same model.	$ 500.00
	Power Supplies:	
DR-30-24	Power Supply, (-10C - +60C) 30 Watts 24VDC Output Industrial DIN-Rail Power Supply	$ 42.00
DR-60-24	Power Supply, (-10C - +60C) 60 Watts 24VDC Output Industrial DIN-Rail Power Supply	$ 63.00
DR-75-48	Power Supply, (-10C - +60C) 75 Watts 48VDC Output Industrial DIN-Rail Power Supply	$ 89.00
EDR-75-24	Power Supply, (-20C - +60C) 75 Watts 24VDC Output Industrial DIN-Rail Power Supply	$ 89.00
EDR-75-48	Power Supply, (-20C - +60C) 75 Watts 48VDC Output Industrial DIN-Rail Power Supply	$ 89.00
EX41-145044-1	Power Supply, Hardened (-40C - +75C) External 100-240 VAC Input; TS2 rated; has DC Jack for DC Power Connection - 45W, 12VDC, 0-3.7A	$ 100.00
EX41-145046-1	Power Supply, Hardened (-40C - +75C) External, TS2 rated; Input Rating - 90-264VAC (47-63Hz), Output Rating 45W, 12VDC, 0-3.7A	$ 100.00
MDR-40-48	Power Supply, Industrial (-20C - +70C) External 100-240VAC Input, TS2 Rated, 48VDC Output @ 20W.	$ 50.00
NDR-120-48	-20 ~ +60C Input: 90-264VAC, Output: 48VDC 120W/2.5A DIN-Rail 48VDC Industrial Power Supply	$ 104.00
NDR-240-48	-20 ~ +60C Input: 90-264VAC Output: 48VDC 240W/5A DIN-Rail 48VDC Industrial Power Supply	$ 168.00
SDR-120-48	Power Supply, (-25°C - 60°C) 120 Watts 48VDC Output Industrial DIN-Rail Power Supply	$ 152.00
SDR-240-48	Industrial (-25C - +70C) 240W Power Supply, Input: 90VAC - 260VAC, Output: 48VDC @ 5 A, DIN Rail Mount, Terminal Block Connections	$ 226.00
	SFP Modules:	
EX-0155NSP-MB2L-A	SFP Module, Hardened (-40C - +75C) 100FX 2KM 1310nm	$ 158.00
EX-0155TSP-MB5L-A	SFP Module, Hardened (-40C - +75C) 100FX SFP SM 15KM, LC Connector	$ 313.00
EX-0155TSP-MB6L-A	SFP Module, Hardened (-40C - +75C) 100FX SFP SM 40KM	$ 368.00
EX-1250NSP-SB1L-AS	SFP Module, Hardened (-40C - +75C) Gigabit	$ 152.00
EX-1250TSP-MB2L-AS	SFP Module, Hardened (-40C - +75C) Gigabit MM 2Km 1310nm (Duplex LC)	$ 268.00
EX-1250TSP-MB4L-AS	SFP Module, Hardened (-40C - +75C) Gigabit, Gigabit SM 10KM, LC Connector	$ 224.00
EX-1250TSP-MB5L-AS	SFP Module, Hardened -40 to 85°C/-40 to 185°F), Gigabit SM 20KM (2 LC)	$ 379.00
EX-LS38-C3L-TI-N-EB	SFP Module, Hardened -40 to 85°C/-40 to 185°F, Gigabit SM 40KM (2 LC), DDM, 1310nm	$ 541.00
EX-LS48-C3U-TI-N-EB	SFP Module, Hardened -40 to 85°C/-40 to 185°F, Gigabit SM 70KM (2 LC), DDM, 1550nm	$ 741.00

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SFPTIS10M	SFP Module, Hardened -40 to 85°C/-40 to 185°F, 10-Gigabit SM 10KM (2 LC), DDM, 1310nm	$ 945.00
SFPTIS20M	SFP Module, Hardened -40 to 85°C/-40 to 185°F, 10-Gigabit SM 20KM (2 LC), DDM, 1310nm	$ 998.00
	Wireless:	
EW75200-0804	Hardened (-40°C - 70°C) Managed IP67 Dual Band 802.11ac, Wireless Bridge/Access Point with 5GHz/8dBi Omni Directional Antenna and 2.4GHz/4dBi Omni Directional Antenna. Powered by 802.3af/at PoE	$ 1,364.00
EW75200-1304	Hardened (-40°C - 70°C) Managed IP67 Dual Band 802.11ac, Wireless Bridge/Access Point with 5GHz/13dBi Internal Panel Antenna and 2.4GHz/4dBi Omni Directional Antenna. Powered by 802.3af/at PoE	$ 1,311.00
EW75000-08	Hardened (-40°C - 70°C) Managed IP67 Single Band 802.11ac, Wireless Bridge/Access Point with 5GHz/8dBiOmni Directional Antenna. Powered by 802.3af/at PoE	$ 1,095.00
EW75000-13	Hardened (-40°C - 70°C) Managed IP67 Single Band 802.11ac, Wireless Bridge with 5GHz/13dBi Internal Panel Antenna. Powered by 802.3af/at PoE	$ 996.00
	Cellular Routers and Accessories:	
C4G-M-4P3M	C4G-M-4P3M-PS LTE Router with integrated: LTE-A (CAT6 300M / 50M), GPS/GNSS, 4 x 10/100/1000 RJ45 Ethernet, USB-C Port, RS232, GPIO, IGN (ignition sense pin), 2 x Digital Inputs, Alarm Relay, RS485 half-duplex, IP54 enclosure. North American power adapter included.	$ 1,013.00
C4G-M-4P3MW	C4G-M-4P3MW-PS LTE Router with integrated: LTE-A (CAT6 300M / 50M), GPS/GNSS, Wireless LAN (2.4/5 GHz), 4 x 10/100/1000 RJ45 Ethernet, USB-C Port, RS232, GPIO, IGN (ignition sense pin), 2 x Digital Inputs, Alarm Relay, RS485 half-duplex, IP54 enclosure. North American power adapter included.	$ 1,166.00
C4G-M-4P6FW	C4G-M-4P6FW-PS FirstNet Ready LTE Router with integrated: LTE-A PRO (CAT12 600M with B14 NA support), GPS/GNSS, Wireless LAN (2.4/5 GHz), 4 x 10/100/1000 RJ45 Ethernet, USB-C Port, RS232, GPIO, IGN (ignition sense pin), 2 x Digital Inputs, Alarm Relay, 485 half-duplex, IP54 enclosure. North American power adapter included.	$ 1,785.00
C4G-M-4P6M	C4G-M-4P6M-PS LTE Router with integrated: LTE-A PRO (CAT12 600M / 150M), GNSS, 4 x 10/100/1000 RJ45 Ethernet, USB-C Port, RS232, GPIO, IGN (ignition sense pin), 2 x Digital Inputs, Alarm Relay, RS485 half-duplex, IP54 enclosure. North American power adapter included.	$ 1,279.00
C4G-M-4P6MW	C4G-M-4P6MW-PS LTE Router with integrated: LTE-A PRO (CAT12 600M / 150M), GPS/GNSS, Wireless LAN (2.4/5 GHz), 4 x 10/100/1000 RJ45 Ethernet, USB-C Port, RS232, GPIO, IGN (ignition sense pin), 2 x Digital Inputs, Alarm Relay, RS485 half-duplex, IP54 enclosure. North American power adapter included.	$ 1,433.00
C4G-PSU-AU	1 x PSU 12 VDC / 2 A with 4 pin Molex connector, 1.8m / 6ft cable and AUS wall plug for C4G Desktop Router product lines.	$ 49.00
C4G-PSU-EU	1 x PSU 12 VDC / 2 A with 4 pin Molex connector, 1.8m / 6ft cable and Euro wall plug for C4G Desktop Router product lines.	$ 49.00
C4G-PSU-UK	1 x PSU 12 VDC / 2 A with 4 pin Molex connector, 1.8m / 6ft cable and UK wall plug for C4G Desktop Router product lines.	$ 49.00
C4G-PSU-US	1 x PSU 12 VDC / 2 A with 4 pin Molex connector, 1.8m / 6ft cable and NA wall plug for C4G Desktop Router product lines.	$ 49.00
C4G-PSU-US-H	Power Supply, Hardened (-40C - +75C) External, TS2 rated; Input Rating - 90-264VAC (47-63Hz), Output Rating 45W, 12VDC, 0-3.7A for C4G Desktop Router product lines.	$ 99.00
C4G-S-1P3M	C4G-S-1P3M-PS LTE Router with integrated: LTE-A (CAT6 300M / 50M), GPS/GNSS, 1 x 10/100/1000 RJ45 Ethernet, USB-C Port, RS232, GPIO, IGN (ignition sense pin), IP54 enclosure. North American power adapter included.	$ 871.00
C4G-S-1P6M	C4G-S-1P6M-PS LTE Router with integrated: LTE-A PRO (CAT12 600M / 150M), GPS/GNSS, 1 x 10/100/1000 RJ45 Ethernet, USB-C Port, RS232, GPIO, IGN (ignition sense pin), IP54 enclosure. North American power adapter included.	$ 1,005.00
C4G-WIFI2ANT	2 x Wi-Fi Antenna with RP-SMA direct attach connector for C4G Router product line.	$ 37.00
C4G-4PIN-PT	1 x pigtail cable with 4 pin Molex connector, 3m / 10ft for C4G Desktop Router product lines for GPIO and power.	$ 29.00

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C4G-8PIN-PT	1 x pigtail cable with 8 pin Molex connector, 3m / 10ft for C4G Desktop Router product lines	$ 29.00
C4G-DIN	Universal DIN Rail Router Mount for C4G Series. The router can be attached either on the side or flat on the bottom.	$ 29.00
C4G-GPS1ANT	1 x GPS/GNSS (GPS, Galileo, Glonass, Beidou) Passive Antenna with 5m / 16ft cable SMA connector for C4G Router product line.	$ 39.00
C4G-LTE2ANT	2 x LTE Antenna with SMA direct attach connector for EW-CELL4G product line.	$ 49.00
	ACCESSORIES:	
PC-183-72	Power Cord, 6' 18AWG / 3C Unshielded, NEMA 5-15P Plug, ROJ 2 5/8" Stripped	$ 15.00
KR-BKNEMA	Bracket for NEMA cabinet shelf that can mount EX77964	$ 50.00
KR-BKZDIN	Z-shaped rack vertical mounting bracket for DIN-rail switches (EX78900/78000/73900), black, set of 1	$ 20.00
KR-BKZDIN2	Z-shaped rack horizontal mounting bracket for DIN-rail switches (EX78900/78000/73900), black, set of 1	$ 20.00
KR-BKZDIN2-D	Din-rail configuration for Z-shaped rack horizontal mounting bracket for DIN-rail switches (EX78900/78000/73900), black, set of 1	$ 25.00
KR-BKZDIN-D	Din configuration for Z-shaped rack vertical mounting bracket for DIN-rail switches (EX78900/78000/73900), black, set of 1	$ 25.00
KR-DINRAILB	TransRack 19 rack mount adjustable DIN rail bracket"	$ 129.00
PD1041	Hardened (-40°C - 75°C) Gigabit PoE Surge Protection Device, supporting 10/100/1000BaseT and 802.3at PoE pass through surge protection. Din-Rail mounting.	$ 89.00
PD3041	Hardened (-40°C - 75°C) Copper Pair/DSL Surge Protector, RJ11 and Terminal Block Connector for input and output pairs, 10kv total surge current protection, IEC 61643-21, UL497B , Din-Rail mounting.	$ 100.00
	Dymec Ethernet Switches	
	Ethernet Switches	
489997	10 Port (CSV,CCT,KY-1 Button Support, DDMI) Rugedized Din Rail or Shelf Mount 10 Gig Ethernet Switch	$ 1,553.00
489998	10 Port 10 gig (CSV,CCT,KY-1 Button Support, DDMI)Rack Mount Ethernet Switch 1 Gig (Oklahoma City) (Phasing out in 2019 replace with KY-3170XM below)	$ 1,345.00
489998	10 Port (CSV,CCT,KY-1 Button Support, DDMI)Rack Mount Ethernet Switch 1 Gig (Oklahoma City)	$ 1,349.00
489999	4 Port Daughter Card	$ 414.00
490000	8 Port Daughter Card	$ 518.00
0	ITS 10 Port Managed Layer 2 Ethernet 10 Gig Rack Mount Ethernet Switch	$ 899.00
490001	ITS 10 Port Rack Mount Gigabit Ethernet Switch (Tulsa OK)	$ 934.00
490002	Non Rack Mount Ethernet Switches	$ 674.00
490002PS	Power Supply Ethernet Switch	$ 47.00
490002SP	RJ45 Surge protection Device	$ 42.00
490002SPPOE	POE RJ45 Surge protection Device	$ 57.00
4900003	KY 1 Button Back Up Restore Unit	$ 156.00
4900004	LX 20 Km/A	$ 116.00
4900005	LX 20 KM/B	$ 116.00
4900006	VDSL A	$ 207.00
4900007	VDSL B	$ 207.00
4900007	VDSL B	$ 78.00
4900008	Ethernet Extender	$ 275.00
0	DBU Flash Drive Config Device	$ 99.00
	McCain Traffic Controllers	
	McCain Controllers and Transparity/Omni Software	
193317R	Rack Mount Flex Controller- ATC Cabinet (W/ Omni Software)	$ 3,000.00
M73101RA	Rack Mount Flex Controller- Caltrans Cabinet (W/ Omni Software)	$ 3,336.00
193317	Shelf Mount Flex Controller- ATC Cabinet (W/ Omni Software)	$ 2,952.00
M73101SA	Shelf Mount Flex Controller- Caltrans Cabinet (W/ Omni Software)	$ 3,384.00
M57970	ATC NEMA eX2 TS-2 Type 1 W/ Omni software	$ 2,604.00
193000	ATC NEMA eX2 TS-2 Type 2 W/ Omni software	$ 2,988.00
M46541	2070 ATC w/ 2E (Harris County) w/ Omni software	$ 3,215.00
M57355	2070 ATC W/ 2B w/ Omni software	$ 2,999.00
193002	2070L w/7A Module (Houston) w/ Omni software	$ 3,323.00
193003	2070 GPS Plug In Module	$ 599.00
193001	2070-E w/ Omni Software	$ 3,326.00
193012	2070LX 1C, 2e+, 3b-lx, 4, Linux (No Omni)	$ 2,340.00
M33160	2070L	$ 3,072.00
M66670	ATC NEMA eX2 TS-2 Type 1 W/ D4 software	$ 2,785.00
M46539	ATC NEMA eX2 TS-2 Type 2 W/ D4 software	$ 3,106.00

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M52565	170E-2C Mach PIN Socket (El Paso)	$ 3,213.00
Transparity	Transparity Software (1-50 Controllers)	$ 40,800.00
Transparity	Transparity Software (51-100 Controllers)	$ 76,500.00
Transparity	Transparity Software (101-150 Controllers)	$ 107,100.00
Transparity	Transparity Software (151-200 Controllers)	$ 132,600.00
Transparity	Transparity Software (201-300 Controllers)	$ 153,000.00
Transparity	Transparity Software (301-400 Controllers)	$ 183,600.00
Transparity Maint	Annual Software Maitenance (1-100 controllers)	$ 6,000.00
Transparity Maint	Annual Software Maitenance (101-150 controllers)	$ 8,100.00
Transparity Maint	Annual Software Maitenance (151-200 controllers)	$ 9,600.00
Transparity Maint	Annual Software Maitenance (201-300 controllers)	$ 12,600.00
Transparity Maint	Annual Software Maitenance (301-400 controllers)	$ 14,400.00
Omni	Omni Software per Controller	$ 1,200.00
	Traffic Cabinets	
	McCain ITS Cabinets	
M62850	Harris County 340 ITS Cabinet (No Controller/GPS) Includes 2070 ATC Controller, CMU-212, AMU-214, SIU-218, Locks, Flashers, Load Swiches, DC and AC Isolators, 222S Detectors and 430 Xfer Relays	$ 18,350.00
193202	Houston 340 ITS Cabinet (With Controller and GPS)Includes 2070 1B Controller with 7A and GPS Modules, CMU-218, AMU-212, SIU-218, Locks, Flashers, Load Swiches, DC and AC Isolators, 222S Detectors and 430 Xfer Relays	$ 20,042.00
M62854	Houston 342 ITS Cabinet Includes 2070L Controller with 7A and GPS Modules, CMU-212, AMU-214, SIU-218, Locks, Flashers, Load Swiches, DC and AC Isolators, 222S Detectors and 430 Xfer Relays	$ 15,715.00
M62855	Houston 346 ITS Cabinet Includes 2070L Controller with 7A and GPS Modules, CMU-212, AMU-214, SIU-218, Locks, Flashers, Load Swiches, DC and AC Isolators, 222S Detectors and 430 Xfer Relays	$ 12,486.00
193201	332 San Antonio Cabinet Includes 2070E Controller, CMU-212, Anchor Bolts, Locks, Flashers, Load Swiches, DC and AC Isolators and 430 Xfer Relays	$ 10,997.00
M76287	332S San Antonio Cabinet (Add Controller) Includes CMU-212, Anchor Bolts, Locks, Flashers, Load Swiches, DC and AC Isolators and 430 Xfer Relays	$ 8,300.00
193203	332 El Paso Cabinet Includes 170-2C Controller, CMU-210, Anchor Bolts, Locks, Flashers, Load Swiches, DC and AC Isolators, Fiber and Voice Modems and 430 Xfer Relays	$ 12,636.00
193201 DAL	332 Dallas 18 Channel Cabinet (Add Controller) Includes CMU-2018 KCLiP, LMD 622T Detectors, Corbin Locks, Aux File, Flashers, LS 200 Load Swiches, 242 DC Isolators and Flash Xfer Relays	$ 9,235.00
M32644	332 Irving Cabinet (Add Controller) Includes CMU-2010 ECLiP, LMD 622T Detectors, Locks, Aux File, Flashers, LS 200 Load Swiches, 242 DC Isolators and Flash Xfer Relays	$ 11,310.00
193201 LUB	332 Lubbock Cabinet (Add Controller) Includes Flashers, LS 200 Load Swiches, 242 DC Isolators and Flash Xfer Relays	$ 9,294.00
193216	332 Austin Cabinet (Add Controller) Includes Both Doors Louvered, Flashers, LS 200 Load Swiches, 242 DC Isolators and Flash Xfer Relays	$ 8,896.00
0	McCain ATC Cabinets	$ -
193215	358i ATC Backpack Cabinet, Fully Loaded, NO Controller,	$ 7,688.00
M53391	358i ATC STRETCH Backpack Cabinet, Fully Loaded, NO Controller,	$ 7,856.00
M54705	356i ATC Cabinet, Fully Loaded, NO Controller,	$ 10,882.00
M54123	352i Cabinet ATCC-HV, IA-24CH, OA-16CH, FOTA, SA, Nat	$ 11,747.00
193223	352i Cabinet ATCC-HV, IA-24CH, FITA-24CH, (2) FOTA-16CH	$ 15,882.00
193209	350i ATC Cabinet 16 Ch OP, Fully Loaded, NO Controller,	$ 14,382.00
M56764	350i ATC Cabinet 16 Ch OP, Fully Loaded, NO Controller,	$ 18,294.00
0	McCain Agency Specific ATC Cabinets	$ -
M78586	353i ATCC-HV Allen IA-24CH, OA-32CH, FOTA 16CH(2), SA,Gen Inlet Cabinet Includes CMU, 9 LS 2202 Flashers, SIU 2218-MC, 6 Detection Suppressors, 9 HDSP Suppressors, ISO DC 244L 4CH HalfWidth LS, 2202 Load Switches	$ 18,376.00
M78586	353i ATCC-HV Allen (With 8 Relays and 8 Load Switched REMOVED) IA-24CH, OA-32CH, FOTA 16CH(2), SA,Gen Inlet Cabinet Includes CMU, 9 LS 2202 Flashers, SIU 2218-MC, 6 Detection Suppressors, 9 HDSP Suppressors, ISO DC 244L 4CH HalfWidth LS, 2202 Load Switches	$ 16,370.00
193204MC	352i Montgomery Cnty ATCC-HV, IA-24CH, FITA-24CH, OA-16CH, SA, NAT Cabinet (Add Controller) Includes CMU-2212 LV-MC 32 Channel w/ Ethernet port, 2 SIU-2218's, 8 ATC Flashers, 8 Load Switches, and 24 HV ATC Power Supply and Isolators	$ 10,502.00

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M56764	350i Cedar Park ATCC-HV, IA-24CH, FITA-24CH, OA-16CH, SA (TWO FLASHER), NAT Cabinet (Add Controller) Includes CMU-2212 LV-MC 32 Channel w/ Ethernet port, 2 SIU-2218's, 8 ATC Flashers, 8 Load Switches, and 24 HV ATC Power Supply and Isolators	$ 15,587.00
193206	352i Coppell Cabinet Black NO Controller, Includes CMU-2212 HV (ip) 32 Channel w/ Ethernet port, 2 SIU-2218's, 2 10" Shelves EIA Mount, Aux Unit Display, Locks, 8 ATC Flashers, 8 Load Switches, and 24 HV ATC Power Supply and Isolators	$ 11,706.00
193204	352i Fort Worth Cabinet Add Controller 1 FOTA-16CH, Includes CMU-2212 HV (ip) 32 Channel w/ Ethernet port, 2 SIU-2218's, 2 10" Shelves EIA Mount, Aux Unit Display, Locks, 8 ATC Flashers, 8 Load Switches, and 24 HV ATC Power Supply	$ 10,588.00
M55409	352i Fort Worth Cabinet Add Controller (2 FOTA-16CH), Includes CMU-2212 HV (ip) 32 Channel w/ Ethernet port, 2 SIU-2218's, 2 10" Shelves EIA Mount, Aux Unit Display, Locks, 8 ATC Flashers, 8 Load Switches, and 24 HV ATC Power Supply	$ 13,394.00
193204 DAL	352i Dallas ATCC-HV, IA-48CH, 2 FITA-24CH, OA-32CH, 2 FOTA-16CH, SA, Includes 18 LS 2202-HV-MC HDSP Flashers, 4 SIU-2218's, CMU, 2212 HV-MC(ip), 32 Channel w/ Ethernet port, 12 Detection Suppressors, HESCO HE6LC-6, 16 HDSP Suppressor HESCO HE103C-9	$ 15,774.00
0	352i Dallas ATCC-HV, IA-48CH, 2 FITA-24CH, OA-16CH, FOTA-16CH, SA, Includes Dual Flasher Service Assy, 10 LS 2202-HV-MC HDSP Flashers, 3 SIU-2218's, CMU, 2212 HV-MC(ip), 32 Channel w/ Ethernet port, 12 Detection Suppressors, HESCO HE6LC-6, 8 HDSP Suppressor HESCO HE103C-10	$ 12,688.00
193217	353i Garland (and Grapevine Allen) Cabinet Includes Aux Display, Input Test Panel/Card, 9 LS 2202 Flashers, 2 SIU 2218-MC, 12 Suppressors, 8 HDSP Suppressors, 4 EDI Oracle 4H Det, EDI, ISO DC 242 4CH HalfWidthLS 200 Load Switches, 242 DC Isolators and Flash Xfer Relays	$ 13,277.00
M76592	352i Garland Cabinet NO Controller, Includes CMU-2212 HV (ip) 16 Channel w/ Ethernet port, 2 SIU-2218's, 2 10" Shelves EIA Mount, Aux Unit Display, BEST Locks, 1 ATC Flasher, 8 Load Switches, and 24 HV ATC Power Supply	$ 12,370.00
M91004	353i ATCC-HV Grapevine Cabinet IA-24CH,FITA-24CH, OA-16CH,SA, Gen Inlet, NAT/WHITE, Input Test Panel, 9 LS 2202 Flashers, 2 SIU 2218-MC, 6 Suppressors, 9 HDSP Suppressors, 4 EDI Oracle 4H Det, ISO DC 244L 4CH HalfWidth, LS 2202 Load Switches	$ 13,664.00
193217WYLIE	353i ATCC-HV Wylie Cabinet IA-24CH,FITA-24CH, OA-16CH, NAT/ WHITE, 9 LS 2202 Flashers, 2 SIU 2218-MC, 6 Suppressors, 9 HDSP Suppressors, 4 EDI Oracle 4H Det, ISO DC 244L 4CH HalfWidth, LS 2202 Load Switches	$ 13,010.00
M55515	352i Montgomery County ATCC-HV, IA-24CH, FITA-24CH, OA-16CH, SA, NAT Cabinet (Add Controller) Includes CMU-2212 LV-MC 32 Channel w/ Ethernet port, 2 SIU-2218's, 8 ATC Flashers, 8 Load Switches, and 24 HV ATC Power Supply and Isolators, Battery Charging Slide out Shelf	$ 11,326.00
M73473	350i Montgomery County ATCC-HV, IA-24CH, FITA-24CH, OA-16CH, SA, NAT Cabinet (Add Controller) Includes CMU-2212 LV-MC 32 Channel w/ Ethernet port, 2 SIU-2218's, 8 ATC Flashers, 8 Load Switches, and 24 HV ATC Power Supply and Isolators	$ 14,462.00
M55409	352i ATCC-HV Lubbock IA-24CH, FITA-24CH, OA-32CH, (2 FOTA-16CH), SA, NAT Cabinet Add Controller, Includes CMU-2212 LV 32 Channel w/ Ethernet port, 2 SIU-2218's, 8 ATC Flashers, 8 Load Switches, and 24 HV ATC Power Supply	$ 15,147.00
M91132	352i ATCC-HV Lubbock IA-24CH, FITA-24CH, OA-32CH, (2 FOTA-16CH), SA, NAT Cabinet (Add Controller), Includes CMU-2212 LV 32 Channel w/ Ethernet port, 2 SIU-2218's, 8 ATC Flashers, 8 Load Switches, and 24 HV ATC Power Supply	$ 12,617.00
M78508-SC	353i ATCC-HV Prosper Cabinet IA-24CH,FITA-24CH, OA-16CH, PWDR, (Add Controller) 9 LS 2202 Flashers, 2 SIU 2218-MC, 6 Suppressors, 9 HDSP Suppressors, 4 EDI Oracle 4H Det, ISO DC 244L 4CH HalfWidth, LS 2202 Load Switches	$ 14,962.00
M55517	356i ATCC-HV Prosper Cabinet IA-24CH,FITA-24CH, OA-16CH, NAT, (Add Controller)	$ 11,641.00
M91096	P44 Rack ATCC-HV Tyler Cabinet IA-24CH,FITA-24CH, OA-16CH, SA, Gen, (Add Controller)	$ 15,787.00
pending	353i Arlington Cabinet Includes CMU, SIU, HDSP, ADU and CPS (Rack BOM) , Fiber Optic 12 port RackMount (616SMSC)	$ 10,810.00
	McCain ITS Cabinet Accessories	
M14317	Corbin Locks L/H (2 required for 340 Cabinet)	$ 44.00
M14318	Corbin Locks R/H (2 Required for 340 Cabinet)	$ 44.00
M50061	222S Detector	$ 133.00
M56812	DC 242L EDI Isolator	$ 38.00
M11422	252 AC Isolator	$ 36.00

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M34480	AMU-214, EDI	$ 260.00
M34482	SIU-218, EDI	$ 244.00
M34481	CMU-212, EDI	$ 526.00
M68359	CMU 2018 KCLiP	$ 828.00
M84650	CMU Data Key Programmer (USB)	$ 450.00
M11556	430 X-Fer Relay	$ 28.00
	McCain ATC Cabinet Accessories	
M36255	AUXILLARY UNIT DISPLAY	$ 513.00
M36256	LS, 2202-HV-MC HDSP/Flasher Unit ATC	$ 194.00
M36258	SIU, 2218 ATC	$ 240.00
M36259	CMU, 2212-HV-MC (ip) 32 CH w/ Ethernet Port, ATC	$ 640.00
M35344	Detection Suppressor, EDCO MRA-6LC	$ 23.00
M31647	HDSP Suppressor EDCO	$ 18.00
M59831	Auxillary Display Unit For Backpack Cabinet	$ 438.00
M36261	EDI Power Supply 2216 (24,48VDC)	$ 473.00
M58360A	ASSY, PBC ATC Input Test Card	$ 281.00
M73860	ATC Cabinet Input Test Panel	$ 325.00
M74151	Kit, ATC Cabinet Input Test Panel	$ 413.00
M73140	Railroad Interface Panel, ATC Cabinet Rack Mount	$ 281.00
	McCain NEMA Cabinets & Accessories	
M47800	P-44 Cab TS2 Type 1 (TxDOT) Fully Loaded, BIU, MMU,FTR,LS, PS (Add Controller)	$ 10,495.00
M76680	P-44 Cab TS2 Type 1 Farmers Branch Fully Loaded, BIUs, MMU,FTR,16LSs,PS, (Add Controller)	$ 12,693.00
M57202	P-44 Cab TS2 Type 1 Front and Rear Door Fully Loaded (Add Controller)	$ 12,693.00
193205	P-44 Cab TS2 Type 1 Front and Rear Door (McKinney) Powder Coated Fully Loaded (Add Controller)	$ 12,064.00
F02	P-44 Cab TS2 Type 2 Front and Rear Door (Allen) (Add Controller)	$ 11,610.00
M78245	P-44 Cab TS2 Type 1 Stretch Cab (Flower Mound) Powder Coated 16 Load Switches (Add Controller)	$ 9,434.00
M78246	Size 6 Cab TS2 Type 1 (Arlington) Fully Loaded, 16 LS, 32 DET-CH, 4PE-CH (Add Controller)	$ 12,551.00
M57970	ATC NEMA eX2 TS-2 Type 1 W/ Omni software	$ 2,713.00
193000	ATC NEMA eX2 TS-2 Type 2 W/ Omni software	$ 3,113.00
193002	2070L w/7A Module (Houston) w/ Omni software	$ 3,461.00
193003	2070 GPS Plug In Module	$ 624.00
193300	EDI 16 Channel Enhanced TS2 NEMA Monitor	$ 679.00
193313	EDI 16 Channel LCD Enhanced TS2 NEMA Monitor	$ 776.00
193302	EDI 16 Ch LCD Enhanced TS2 NEMA Monitor W/ Ethernet	$ 906.00
MMU2-16LEIP-115	EDI 16 Channel LCD Enhanced TS2 Smart Monitor	$ 1,039.00
260026	EDI TS2 Heavy Duty Power Supply 250 TXDOT	$ 446.00
260008	EDI BIU 700 (3 required)	$ 245.00
M81188	EDI Oracle 2E (Loop Amplifier)	$ 216.00
280911	Model 204 Flasher	$ 25.00
280910	Model 200 Load Switch	$ 24.00
193117	430 Transfer Relay	$ 28.00
M58340A	ASSY, PBC NEMA Input Test Card	$ 281.00
M58985	Alarm Input File Module	$ 350.00
M14663	NEMA Adapter Base (Garland)	$ 325.00
M55433	Suitcase Tester, 170/2070 Controller w/ IO Matrix Display	$ 2,938.00
M55434	Suitcase Tester, 170/2070 Controller w/ Intersection Display	$ 2,938.00
M58800 et al	Cabinet Test Display (specify Voltage and Lugs)	$ 938.00
M54419A	Railroad Interface Panel, Nema/Caltrans PCB	$ 281.00
M54419A et al	Railroad Interface Panel Harness and Mounting Kit, Specify C5/C11 and lugs	$ 231.00
	Signal Cabinets (ALL RTC Cabinets include all load switches, flash transfer realys, isolators, power supplies and BIU's as needed)	
TS1	TS1 Cabinet No Conflict Monitor or Controller	$ 8,746.00
TS1M	TS1 Cabinet with EDI Conflict Monitor but No Controller	$ 9,743.00
TS1MC	TS1 Cabinet with EDI Conflict Monitor and McCain Controller	$ 12,039.00
TS2	TS2 Cabinet No Conflict Monitor or Controller	$ 10,338.00
TS2M	TS2 Cabinet with EDI Conflict Monitor but No Controller	$ 11,334.00
TS2MC	TS2 Cabinet with EDI Conflict Monitor and McCain Controller	$ 13,631.00
TS2TX	TXDOT TS2 Cabinet with EDI Conflict Monitor but No Controller	$ 11,805.00
	Other Cabinet Items	
171036	Southern Mfg. ITS Cabinet WE302424-NMDOT-DMS-P	$ 3,413.00

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171039	Southern Mfg. ITS Cabinet WE302424-NMDOT-CCTV-P	$ 3,519.00
200803	Pelco Clear Confirmation Light	$ 139.00
161407	ArmorCast Traffic Cabinet Pedestal	$ 456.00
PNS10-03-VP4003L	LED Light Strip	$ 70.00
	Pelco Structural Poles	
	Harris County Mast Arm Poles (Includes Anchor Bolts, Add ILSN Sign Arm if needed)	
HC-SP-30-100	HC-SP-30-100	$ 5,523.00
HC-SP-30-100L-15	HC-SP-30-100L-15	$ 6,607.00
HC-SP-30-100-20' MA	HC-SP-30-100-20' MA	$ 7,763.00
HC-SP-30-100-25' MA	HC-SP-30-100-25' MA	$ 8,144.00
HC-SP-30-100-30' MA	HC-SP-30-100-30' MA	$ 8,651.00
HC-SP-30-100-35' MA	HC-SP-30-100-35' MA	$ 9,114.00
HC-SP-30-100-40' MA	HC-SP-30-100-40' MA	$ 9,552.00
HC-SP-30-100-42' MA	HC-SP-30-100-42' MA	$ 9,611.00
HC-SP-30-100-42' MA	HC-SP-30-100-42' MA	$ 9,823.00
HC-SP-30-100-20' MA-L15	HC-SP-30-100-20' MA-L15	$ 8,835.00
HC-SP-30-100-25' MA-L15	HC-SP-30-100-25' MA-L15	$ 9,228.00
HC-SP-30-100-30' MA-L15	HC-SP-30-100-30' MA-L15	$ 9,735.00
HC-SP-30-100-35' MA-L15	HC-SP-30-100-35' MA-L15	$ 10,211.00
HC-SP-30-100-40' MA-L15	HC-SP-30-100-40' MA-L15	$ 10,635.00
HC-SP-30-100-42' MA-L15	HC-SP-30-100-42' MA-L15	$ 10,694.00
HC-SP-30-100-45' MA-L15	HC-SP-30-100-45' MA-L15	$ 10,907.00
HC-SP-34-100	HC-SP-34-100	$ 6,291.00
HC-SP-34-100L-15	HC-SP-34-100L-15	$ 7,374.00
HC-SP-34-100-20' MA	HC-SP-34-100-20' MA	$ 8,346.00
HC-SP-34-100-25' MA	HC-SP-34-100-25' MA	$ 8,657.00
HC-SP-34-100-30' MA	HC-SP-34-100-30' MA	$ 9,061.00
HC-SP-34-100-35' MA	HC-SP-34-100-35' MA	$ 9,550.00
HC-SP-34-100-40' MA	HC-SP-34-100-40' MA	$ 9,962.00
HC-SP-34-100-42' MA	HC-SP-34-100-42' MA	$ 10,020.00
HC-SP-34-100-45' MA	HC-SP-34-100-45' MA	$ 10,233.00
HC-SP-34-100-20' MA-L15	HC-SP-34-100-20' MA-L15	$ 9,419.00
HC-SP-34-100-25' MA-L15	HC-SP-34-100-25' MA-L15	$ 9,730.00
HC-SP-34-100-30' MA-L15	HC-SP-34-100-30' MA-L15	$ 10,144.00
HC-SP-34-100-35' MA-L15	HC-SP-34-100-35' MA-L15	$ 10,621.00
HC-SP-34-100-40' MA-L15	HC-SP-34-100-40' MA-L15	$ 11,046.00
HC-SP-34-100-42' MA-L15	HC-SP-34-100-42' MA-L15	$ 11,103.00
HC-SP-34-100-45' MA-L15	HC-SP-34-100-45' MA-L15	$ 11,316.00
HC-20'/20' DMA-100L-15	HC-20'/20' DMA-100L-15	$ 10,849.00
HC-25'/20' DMA-100L-15	HC-25'/20' DMA-100L-15	$ 11,101.00
HC-25'/25' DMA-100L-15	HC-25'/25' DMA-100L-15	$ 11,300.00
HC-30'/20' DMA-100L-15	HC-30'/20' DMA-100L-15	$ 11,391.00
HC-30'/25' DMA-100L-15	HC-30'/25' DMA-100L-15	$ 11,616.00

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HC-30'/30' DMA-100L-15	HC-30'/30' DMA-100L-15	$ 11,934.00
HC-35'/20' DMA-100L-15	HC-35'/20' DMA-100L-15	$ 11,901.00
HC-35'/25' DMA-100L-15	HC-35'/25' DMA-100L-15	$ 12,127.00
HC-35'/30' DMA-100L-15	HC-35'/30' DMA-100L-15	$ 12,443.00
HC-35'/35' DMA-100L-15	HC-35'/35' DMA-100L-15	$ 12,952.00
HC-40'/20' DMA-100L-15	HC-40'/20' DMA-100L-15	$ 12,351.00
HC-40'/25' DMA-100L-15	HC-40'/25' DMA-100L-15	$ 12,576.00
HC-40'/30' DMA-100L-15	HC-40'/30' DMA-100L-15	$ 12,893.00
HC-40'/35' DMA-100L-15	HC-40'/35' DMA-100L-15	$ 13,894.00
HC-40'/40' DMA-100L-15	HC-40'/40' DMA-100L-15	$ 14,208.00
HC-42'/20' DMA-100L-15	HC-42'/20' DMA-100L-15	$ 13,097.00
HC-42'/25' DMA-100L-15	HC-42'/25' DMA-100L-15	$ 13,362.00
HC-42'/30' DMA-100L-15	HC-42'/30' DMA-100L-15	$ 13,795.00
HC-42'/35' DMA-100L-15	HC-42'/35' DMA-100L-15	$ 13,956.00
HC-42'/40' DMA-100L-15	HC-42'/40' DMA-100L-15	$ 14,378.00
HC-42'/42' DMA-100L-15	HC-42'/42' DMA-100L-15	$ 14,468.00
HC-44'/20' DMA-100L-15	HC-44'/20' DMA-100L-15	$ 13,101.00
HC-44'/25' DMA-100L-15	HC-44'/25' DMA-100L-15	$ 13,326.00
HC-44'/30' DMA-100L-15	HC-44'/30' DMA-100L-15	$ 13,642.00
HC-44'/35' DMA-100L-15	HC-44'/35' DMA-100L-15	$ 14,153.00
HC-44'/40' DMA-100L-15	HC-44'/40' DMA-100L-15	$ 14,602.00
HC-44'/42' DMA-100L-15	HC-44'/42' DMA-100L-15	$ 14,665.00
HC-44'/44' DMA-100L-15	HC-44'/44' DMA-100L-15	$ 14,860.00
(4) 2 1/4" Anchor Bolts w/ Templates.	(4) 2 1/4" Anchor Bolts w/ Templates.	$ 1,030.00
	TXDOT 80 MPH Mast Arm Poles(Incl Anchor Bolts, Add ILSN Sign Arm if needed)	
SP-30B-80	SP-30B-80	$ 4,453.00
SP-30B-80L-8	SP-30B-80L-8	$ 5,289.00
SP-34D-80	SP-34D-80	$ 5,358.00
SP-34D-80L-8	SP-34D-80L-8	$ 6,193.00
20' SMA-80	20' SMA-80	$ 4,782.00
20' SMA-80L-8	20' SMA-80L-8	$ 6,098.00
24' SMA-80	24' SMA-80	$ 4,969.00
24' SMA-80L-8	24' SMA-80L-8	$ 6,317.00
28' SMA-80	28' SMA-80	$ 5,132.00
28' SMA-80L-8	28' SMA-80L-8	$ 6,502.00

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32' SMA-80	32' SMA-80	$ 5,798.00
32' SMA-80L-8	32' SMA-80L-8	$ 7,276.00
36' SMA-80	36' SMA-80	$ 6,399.00
36' SMA-80L-8	36' SMA-80L-8	$ 7,912.00
40' SMA-80	40' SMA-80	$ 6,982.00
40' SMA-80L-8	40' SMA-80L-8	$ 8,412.00
44' SMA-80	44' SMA-80	$ 7,384.00
44' SMA-80L-8	44' SMA-80L-8	$ 9,002.00
48' SMA-80	48' SMA-80	$ 8,083.00
48' SMA-80L-8	48' SMA-80L-8	$ 9,389.00
50' LMA-80/100	50' LMA-80/100	$ 14,170.00
50' LMA-80/100L-8	50' LMA-80/100L-8	$ 16,232.00
55' LMA-80/100	55' LMA-80/100	$ 14,502.00
55' LMA-80/100L-8	55' LMA-80/100L-8	$ 16,543.00
60' LMA-80/100	60' LMA-80/100	$ 14,769.00
60' LMA-80/100L-8	60' LMA-80/100L-8	$ 16,961.00
65' LMA-80/100	65' LMA-80/100	$ 15,041.00
65' LMA-80/100L-8	65' LMA-80/100L-8	$ 17,377.00
20'/20' DMA-80	20'/20' DMA-80	$ 7,374.00
20'/20' DMA-80L-8	20'/20' DMA-80L-8	$ 8,840.00
24'/20' DMA-80	24'/20' DMA-80	$ 7,533.00
24'/20' DMA-80L-8	24'/20' DMA-80L-8	$ 9,039.00
24'/24' DMA-80	24'/24' DMA-80	$ 8,072.00
24'/24' DMA-80L-8	24'/24' DMA-80L-8	$ 9,739.00
28'/20' DMA-80	28'/20' DMA-80	$ 7,930.00
28'/20' DMA-80L-8	28'/20' DMA-80L-8	$ 8,783.00
28'/24' DMA-80	28'/24' DMA-80	$ 8,111.00
28'/24' DMA-80L-8	28'/24' DMA-80L-8	$ 9,705.00
28'/28' DMA-80	28'/28' DMA-80	$ 8,315.00
28'/28' DMA-80L-8	28'/28' DMA-80L-8	$ 9,945.00
32'/20' DMA-80	32'/20' DMA-80	$ 8,312.00
32'/20' DMA-80L-8	32'/20' DMA-80L-8	$ 9,943.00
32'/24' DMA-80	32'/24' DMA-80	$ 8,503.00
32'/24' DMA-80L-8	32'/24' DMA-80L-8	$ 10,134.00
32'/28' DMA-80	32'/28' DMA-80	$ 8,708.00
32'/28' DMA-80L-8	32'/28' DMA-80L-8	$ 10,374.00
32'/32' DMA-80	32'/32' DMA-80	$ 9,624.00
32'/32' DMA-80L-8	32'/32' DMA-80L-8	$ 11,328.00
36'/20' DMA-80	36'/20' DMA-80	$ 8,994.00
36'/20' DMA-80L-8	36'/20' DMA-80L-8	$ 10,335.00
36'/24' DMA-80	36'/24' DMA-80	$ 9,186.00
36'/24' DMA-80L-8	36'/24' DMA-80L-8	$ 10,889.00
36'/28' DMA-80	36'/28' DMA-80	$ 9,327.00
36'/28' DMA-80L-8	36'/28' DMA-80L-8	$ 11,062.00
36'/32' DMA-80	36'/32' DMA-80	$ 9,742.00
36'/32' DMA-80L-8	36'/32' DMA-80L-8	$ 11,446.00
36'/36' DMA-80	36'/36' DMA-80	$ 10,096.00
36'/36' DMA-80L-8	36'/36' DMA-80L-8	$ 11,836.00
40'/20' DMA-80	40'/20' DMA-80	$ 9,567.00
40'/20' DMA-80L-8	40'/20' DMA-80L-8	$ 11,307.00
40'/24' DMA-80	40'/24' DMA-80	$ 9,762.00
40'/24' DMA-80L-8	40'/24' DMA-80L-8	$ 11,502.00
40'/28' DMA-80	40'/28' DMA-80	$ 9,904.00
40'/28' DMA-80L-8	40'/28' DMA-80L-8	$ 11,644.00
40'/32' DMA-80	40'/32' DMA-80	$ 10,462.00
40'/32' DMA-80L-8	40'/32' DMA-80L-8	$ 12,274.00
40'/36' DMA-80	40'/36' DMA-80	$ 10,758.00
40'/36' DMA-80L-8	40'/36' DMA-80L-8	$ 12,571.00
44'/20' DMA-80	44'/20' DMA-80	$ 10,011.00
44'/20' DMA-80L-8	44'/20' DMA-80L-8	$ 11,823.00
44'/24' DMA-80	44'/24' DMA-80	$ 10,206.00
44'/24' DMA-80L-8	44'/24' DMA-80L-8	$ 12,019.00
44'/28' DMA-80	44'/28' DMA-80	$ 10,347.00
44'/28' DMA-80L-8	44'/28' DMA-80L-8	$ 12,160.00
44'/32' DMA-80	44'/32' DMA-80	$ 11,417.00
44'/32' DMA-80L-8	44'/32' DMA-80L-8	$ 13,113.00
44'/36' DMA-80	44'/36' DMA-80	$ 11,714.00
44'/36' DMA-80L-8	44'/36' DMA-80L-8	$ 13,563.00
50'/20' LDMA-80	50'/20' LDMA-80	$ 17,309.00
50'/20' LDMA-80L-8	50'/20' LDMA-80L-8	$ 19,300.00

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55'/28' LDMA-80	55'/28' LDMA-80	$ 17,664.00
55'/28' LDMA-80L-8	55'/28' LDMA-80L-8	$ 20,207.00
60'/32' LDMA-80	60'/32' LDMA-80	$ 18,208.00
60'/32' LDMA-80L-8	60'/32' LDMA-80L-8	$ 20,848.00
65'/44' LDMA-80	65'/44' LDMA-80	$ 19,788.00
65'/44' LDMA-80L-8	65'/44' LDMA-80L-8	$ 21,070.00
8' Luminaire Arm	8' Luminaire Arm	$ 1,005.00
	TXDOT 100 MPH Mast Arm Poles(Incl Anchor Bolts, Add ILSN Sign Arm if needed)	
SP-30B-100	SP-30B-100	$ 4,453.00
SP-30B-100L-8	SP-30B-100L-8	$ 5,289.00
SP-34D-100	SP-34D-100	$ 5,358.00
SP-34D-100L-8	SP-34D-100L-8	$ 6,193.00
20' SMA-100	20' SMA-100	$ 5,525.00
20' SMA-100L-8	20' SMA-100L-8	$ 7,037.00
24' SMA-100	24' SMA-100	$ 5,839.00
24' SMA-100L-8	24' SMA-100L-8	$ 7,343.00
28' SMA-100	28' SMA-100	$ 5,879.00
28' SMA-100L-8	28' SMA-100L-8	$ 7,462.00
32' SMA-100	32' SMA-100	$ 6,334.00
32' SMA-100L-8	32' SMA-100L-8	$ 7,952.00
36' SMA-100	36' SMA-100	$ 6,983.00
36' SMA-100L-8	36' SMA-100L-8	$ 8,695.00
40' SMA-100	40' SMA-100	$ 7,822.00
40' SMA-100L-8	40' SMA-100L-8	$ 9,581.00
44' SMA-100	44' SMA-100	$ 8,201.00
44' SMA-100L-8	44' SMA-100L-8	$ 9,994.00
20'/20' DMA-100	20'/20' DMA-100	$ 7,902.00
20'/20' DMA-100L-8	20'/20' DMA-100L-8	$ 9,099.00
24'/20' DMA-100	24'/20' DMA-100	$ 8,273.00
24'/20' DMA-100L-8	24'/20' DMA-100L-8	$ 9,919.00
24'/24' DMA-100	24'/24' DMA-100	$ 8,839.00
24'/24' DMA-100L-8	24'/24' DMA-100L-8	$ 10,444.00
28'/20' DMA-100	28'/20' DMA-100	$ 8,604.00
28'/20' DMA-100L-8	28'/20' DMA-100L-8	$ 10,290.00
28'/24' DMA-100	28'/24' DMA-100	$ 9,063.00
28'/24' DMA-100L-8	28'/24' DMA-100L-8	$ 10,786.00
28'/28' DMA-100	28'/28' DMA-100	$ 9,335.00
28'/28' DMA-100L-8	28'/28' DMA-100L-8	$ 11,056.00
32'/20' DMA-100	32'/20' DMA-100	$ 9,080.00
32'/20' DMA-100L-8	32'/20' DMA-100L-8	$ 10,802.00
32'/24' DMA-100	32'/24' DMA-100	$ 9,476.00
32'/24' DMA-100L-8	32'/24' DMA-100L-8	$ 11,199.00
32'/28' DMA-100	32'/28' DMA-100	$ 10,186.00
32'/28' DMA-100L-8	32'/28' DMA-100L-8	$ 11,944.00
32'/32' DMA-100	32'/32' DMA-100	$ 10,598.00
32'/32' DMA-100L-8	32'/32' DMA-100L-8	$ 12,357.00
36'/20' DMA-100	36'/20' DMA-100	$ 9,684.00
36'/20' DMA-100L-8	36'/20' DMA-100L-8	$ 10,120.00
36'/24' DMA-100	36'/24' DMA-100	$ 9,977.00
36'/24' DMA-100L-8	36'/24' DMA-100L-8	$ 11,814.00
36'/28' DMA-100	36'/28' DMA-100	$ 10,168.00
36'/28' DMA-100L-8	36'/28' DMA-100L-8	$ 11,963.00
36'/32' DMA-100	36'/32' DMA-100	$ 10,807.00
36'/32' DMA-100L-8	36'/32' DMA-100L-8	$ 12,602.00
36'/36' DMA-100	36'/36' DMA-100	$ 11,208.00
36'/36' DMA-100L-8	36'/36' DMA-100L-8	$ 13,008.00
40'/20' DMA-100	40'/20' DMA-100	$ 10,175.00
40'/20' DMA-100L-8	40'/20' DMA-100L-8	$ 12,007.00
40'/24' DMA-100	40'/24' DMA-100	$ 10,410.00
40'/24' DMA-100L-8	40'/24' DMA-100L-8	$ 13,801.00
40'/28' DMA-100	40'/28' DMA-100	$ 12,020.00
40'/28' DMA-100L-8	40'/28' DMA-100L-8	$ 13,889.00
40'/32' DMA-100	40'/32' DMA-100	$ 12,674.00
40'/32' DMA-100L-8	40'/32' DMA-100L-8	$ 14,543.00
40'/36' DMA-100	40'/36' DMA-100	$ 13,049.00
40'/36' DMA-100L-8	40'/36' DMA-100L-8	$ 14,955.00
44'/20' DMA-100	44'/20' DMA-100	$ 12,119.00
44'/20' DMA-100L-8	44'/20' DMA-100L-8	$ 14,023.00
44'/24' DMA-100	44'/24' DMA-100	$ 12,354.00
44'/24' DMA-100L-8	44'/24' DMA-100L-8	$ 14,259.00

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44'/28' DMA-100	44'/28' DMA-100	$ 12,607.00
44'/28' DMA-100L-8	44'/28' DMA-100L-8	$ 14,549.00
44'/32' DMA-100	44'/32' DMA-100	$ 13,262.00
44'/32' DMA-100L-8	44'/32' DMA-100L-8	$ 15,203.00
44'/36' DMA-100	44'/36' DMA-100	$ 13,573.00
44'/36' DMA-100L-8	44'/36' DMA-100L-8	$ 15,515.00
50' LMA-80/100	50' LMA-80/100	$ 17,309.00
50' LMA-80/100L-8	50' LMA-80/100L-8	$ 19,300.00
55' LMA-80/100	55' LMA-80/100	$ 17,664.00
55' LMA-80/100L-8	55' LMA-80/100L-8	$ 20,207.00
60' LMA-80/100	60' LMA-80/100	$ 18,208.00
60' LMA-80/100L-8	60' LMA-80/100L-8	$ 20,848.00
65' LMA-80/100	65' LMA-80/100	$ 19,788.00
65' LMA-80/100L-8	65' LMA-80/100L-8	$ 21,070.00
	Signals and LEDs	
	Use this Separate LED section for LED's only Quotes, they are duplicated in each signal section also	
	Leotek P3 single LED Heads	
820006	12" Green Arrow	$ 36.00
820003	12" Green Ball	$ 34.00
820005	12" Yellow Arrow	$ 36.00
820002	12" Yellow Ball	$ 34.00
820004	12" Red Arrow	$ 36.00
820001	12" Red Ball	$ 34.00
	Leotek 15 Year Warranty LED's	
820006-15	12" Green Arrow - 15 Year Warranty	$ 48.00
820003-15	12" Green Ball- 15 Year Warranty	$ 53.00
820005-15	12" Yellow Arrow - 15 Year Warranty	$ 48.00
820002-15	12" Yellow Ball- 15 Year Warranty	$ 53.00
820004-15	12" Red Arrow - 15 Year Warranty	$ 48.00
820001-15	12" Red Ball- 15 Year Warranty	$ 53.00
	Leotek 8" Bicycle LED's	
TP08A-BC-IL	8" Green Bicycle	$ 51.00
TP08A-BB-IL	8" Yellow Bicycle	$ 51.00
TP08A-BA-IL	8" Red Bicycle	$ 51.00
	Leotek 12v DC LED's	
820021 ULP	DC 12" Yellow Ball Ultra Low Power (5 Watt)	$ 52.00
820061	DC 12" Yellow Ball	$ 45.00
820062	DC 12" Green Ball	$ 45.00
820060	DC 12" Red Ball	$ 45.00
	Leotek 48v DC LED's	
820006 48V	12" Green Arrow	$ 61.00
820003 48V	12" Green Ball	$ 56.00
820005 48V	12" Yellow Arrow	$ 61.00
820002 48V	12" Yellow Ball	$ 56.00
820004 48V	12" Red Arrow	$ 61.00
820001 48V	12" Red Ball	$ 56.00
821002 48V	16" Countdown Ped (48 Volt DC)	$ 137.00
	U-Turn and Bi-modal LED's	
82000	12" Red U-Turn Arrow	$ 57.00
82000	12" Yel U-Turn Arrow	$ 57.00
82000	12" Grn U-Turn Arrow	$ 57.00
820010	12" Yellow/Green Bi-Modal Arrow (IL)	$ 88.00
	One Section Signals	
	McCain One Section Signal Heads	
190000	1 Section Poly Head (With Visor) TxDot Yellow	$ 47.00
190102	1 Section Alum Head (With Visor) TxDot Yellow	$ 55.00
191002	1 Section Poly Head (With Visor) TxDot Black	$ 43.00
190103	1 Section Alum Head (With Visor) TxDot Black	$ 55.00
	One Section Back Plates	
192101	1 Sec Alum	$ 21.00
M17876	1 Sec Alum - Louvered	$ 42.00
M18162	1 Sec Poly (Flat)	$ 21.00

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192101RT	1 Sec Alum w/ 2" Reflective Tape	$ 29.00
M44287	1 Sec Alum Louvered w/ 2" Reflective Tape	$ 27.00
	One Section Astro Bracs	
AS-0125-1-62-PNC	1Way, 1 Sec (62" Cable)	$ 133.00
	One Section Span Wire Assemblies	
200902	Span Wire Assy 1Way 1-Point Mount 1 Sec	$ 61.00
201082	Span Wire Assy 2Way 1-Point Mount 1 Sec	$ 84.00
200072	Span Wire Assy 3Way 1-Point Mount 1 Sec	$ 144.00
201083	Span Wire Assy 4Way 1-Point Mount 1 Sec	$ 146.00
0	Paint Adder For Brac or Assy (Add Color code Pxx)	$ 21.00
	Two Section Signals	
	Two Section McCain Signals	
2YP	2 Section Poly Head (With Visor) TxDot Yellow	$ 79.00
2YA	2 Section Alum Head (With Visor) TxDot Yellow	$ 109.00
2BP	2 Section Poly Head (With Visor) TxDot Black	$ 69.00
2BA	2 Section Alum Head (With Visor) TxDot Black	$ 109.00
	Two Section Back Plates	
192102	2 Sec Alum	$ 26.00
M17894	2 Sec Alum - Louvered	$ 27.00
M18164	2 Sec Poly (Flat)	$ 23.00
192102RT	2 Sec Alum w/ 2" Reflective Tape	$ 36.00
M56678	2 Sec Alum Louvered w/ 2" Reflective Tape	$ 38.00
	Two Section Astro Bracs	
AS-0125-2-62-PNC	1Way, 2 Sec (62" Cable)	$ 136.00
2sec Split	2 Sec Split Span (Top & Bottom) w/ Gap between	$ 96.00
Paint Adder	Paint Adder For Brac or Assy (Add Color code Pxx)	$ 21.00
	Two Section Leotek New P3 LED's	
820002	12" Yellow Ball	$ 34.00
820001	12" Red Ball	$ 34.00
	Three Section Signals	
	McCain Three Section Signals	
190003TX	3 Section Poly Head (With Visor) TxDot Yellow	$ 148.00
190103TX	3 Section Alum Head (With Visor) TxDot Yellow	$ 169.00
191003TX	3 Section Poly Head (With Visor) TxDot Black	$ 133.00
191103TX	3 Section Alum Head (With Visor) TxDot Black	$ 169.00
	Three Section Back Plates	
192103	3 Sec Alum	$ 33.00
192103RT	3 Sec Alum w/ 2" Reflective Tape	$ 43.00
192116	3 Sec Alum (HAWK) Cluster fro AB -0168	$ 52.00
192113	3 Sec Alum - Louvered	$ 34.00
192113RT	3 Sec Alum Louvered w/ 2" Reflective Tape	$ 43.00
M61597	3 Sec Alum - Louvered (HAWK) Cluster (Max Border)	$ 55.00
TBD	3 Sec Alum - Louvered (HAWK) Cluster (Max Border) w/ 2" Reflective Tape	$ 62.00
192003	3 Sec VF, ABS	$ 36.00
192003RT	3 Sec VF, ABS with 2" Reflective Tape	$ 66.00
BK-8000-3-PNC	3 Sec Pelco Aeroflex (No Tape)	$ 77.00
BK-1032-A-PNC	3 Sec VF, ABS (Cluster)	$ 193.00
	Three Section Astro Bracs	
201160	1Way, 3 Sec (62" Cable)	$ 145.00
201160-84	1Way, 3 Sec (84" Cable)	$ 151.00
201160-96	1Way, 3 Sec (96" Cable)	$ 154.00
201160-120	1Way, 3 Sec (120" Cable)	$ 160.00
AB-0168-62-PNC	1Way, 3 Sec (62" Cable) (Cluster) Only use if spec'd	$ 288.00
200050	1Way, 3 Sec (62" Cable) w/CGB	$ 151.00
AS-0194-3-84-2-PNC	1Way, 3 Sec (84" Cable) w/CGB	$ 157.00
200051	1Way, 3 Sec (96" Cable) w/CGB	$ 160.00
AS-0194-3-120-2-PNC	1Way, 3 Sec (120" Cable) w/CGB	$ 166.00
AB-0150-3-62-PNC	1 Way, 3 Sec (62" Cable) Articulated w/CGB	$ 195.00
AB-0150-3-84-PNC	1 Way, 3 Sec (84" Cable) Articulated w/CGB	$ 201.00
AB-0150-3-96-PNC	1 Way, 3 Sec (96" Cable) Articulated w/CGB	$ 202.00
	Three Section Span Wire Assy	
200150	Span Wire Assy, 1Way 2-Point Mount 3 Sec	$ 126.00
200151	Span Wire Assy, Full Piping (3 Sec)	$ 283.00
201177-3	Span Wire Assy, Houston (3 Sec)	$ 227.00
SP-3011-TX-3-PNC	3 Sec Signal (Type E) FOR EL PASO	$ 120.00

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SE-3315-PNC	3 Sec HAWK Cluster w/Universal Hub Plates	$ 181.00
20SE-5094-PNC	3 Sec Top and Bottom Mount	$ 138.00
Paint Adder	Paint Adder For Brac or Assy (Add Color code Pxx)	$ 21.00
	Three Section Leotek New P3 LED's	
820006	12" Green Arrow	$ 36.00
820003	12" Green Ball	$ 34.00
820005	12" Yellow Arrow	$ 36.00
820002	12" Yellow Ball	$ 34.00
820004	12" Red Arrow	$ 36.00
820001	12" Red Ball	$ 34.00
	Four Section Signals	
	McCain Four Section Signals	
190004TX	4 Section Poly Head (With Visor) TxDot Yellow	$ 192.00
190104TX	4 Section Alum Head (With Visor) TxDot Yellow(Horiz)	$ 221.00
191004TX	4 Section Poly Head (With Visor) TxDot Black	$ 177.00
191104TX	4 Section Alum Head (With Visor) TxDot Black (Horiz)	$ 221.00
0	**Four Section Back Plates**	
192004	4 Sec VF, ABS	$ 44.00
192104	4 Sec Alum	$ 36.00
192104RT	4 Sec Alum w/ 2" Reflective Tape	$ 62.00
192114	4 Sec Alum - Louvered	$ 39.00
192114RT	4 Sec Alum Louvered w/ 2" Reflective Tape	$ 57.00
M18219D	4 Sec VF, ABS	$ 44.00
192004RT	4 Sec VF, ABS with 2" Reflective Tape	$ 70.00
0	4 Sec Louisiana Backplate	$ 52.00
BK-8000-4-PNC	4 Sec Aeroflex (No Tape)	$ 92.00
0	**Four Section Astro Bracs**	
201160-4	1Way, 4 Sec (62" Cable)	$ 152.00
201160-4-84	1Way, 4 Sec (84" Cable)	$ 158.00
201160-4-96	1Way, 4 Sec (96" Cable)	$ 161.00
201160-4-120	1Way, 4 Sec (120" Cable)	$ 167.00
AS-0194-4-62	1Way, 4 Sec (62" Cable) w/CGB	$ 147.00
AS-0194-4-84	1Way, 4 Sec (84" Cable) w/CGB	$ 162.00
AS-0194-4-96	1Way, 4 Sec (96" Cable) w/CGB	$ 161.00
AS-0194-4-120	1Way, 4 Sec (120" Cable) w/CGB	$ 171.00
AB-0150-4-96-PNC	1 Way, 4 Sec (96" Cable) Articulated w/CGB	$ 203.00
	Four Section Span Wire Assy	
200150	Span Wire Assy, 1Way 2-Point Mount 3 Sec	$ 126.00
200152	Span Wire Assy, Full Piping (4 Sec)	$ 293.00
201177	Span Wire Assy, Houston (4 Sec)	$ 234.00
SP-3011-TX-4-PNC	4 Sec Signal (Type E) FOR EL PASO	$ 126.00
Paint Adder	Paint Adder For Brac or Assy (Add Color code Pxx)	$ 21.00
	Four Section Leotek New P3 LED's	
820006	12" Green Arrow	$ 36.00
820003	12" Green Ball	$ 34.00
820005	12" Yellow Arrow	$ 36.00
820002	12" Yellow Ball	$ 34.00
820004	12" Red Arrow	$ 36.00
820001	12" Red Ball	$ 34.00
	Five Section Signals	
	McCain Five Section Signals	
191005TX	5 Section Poly Head (With Visor) TxDot Black	$ 221.00
M32158	5 Section Poly Cluster (With Visor) TxDot Black	$ 221.00
190005TX	5 Section Poly Head (With Visor) TxDot Yellow	$ 241.00
M44515	5 Section Poly Cluster (With Visor) TxDot Yellow	$ 241.00
190105TX	5 Section Alum Head (With Visor) TxDot Yellow	$ 280.00
M65857	5 Section Alum Cluster (With Visor) TxDot Yellow	$ 280.00
190105TX	5 Section Alum Head (With Visor) TxDot Yellow	$ 280.00
191105TX	5 Section Alum Head (With Visor) TxDot Black	$ 280.00
M56170	5 Section Alum Cluster (With Visor) TxDot Black	$ 280.00
	Five Section Back Plates	
192005	5 Sec VF, ABS	$ 55.00
192005RT	5 Sec VF, ABS with 2" Reflective Tape	$ 83.00
192105	5 Sec Alum	$ 44.00
192105RT	5 Sec Alum W/ 2" Reflective Tape	$ 72.00

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192105C	5 Sec Alum (Cluster)	$ 57.00
192115	5 Sec Alum - Louvered	$ 55.00
192115RT	5 Sec Alum - Louvered w/ 2" Reflective Tape	$ 69.00
M18084	5 Sec Alum (Cluster) - Louvered for Pelco Bracket	$ 59.00
M66678	5 Sec Alum (Cluster) - Louvered for Pelco Bracket w/ 2" RT	$ 72.00
M42514D	5 Sec VF, ABS (Cluster)	$ 72.00
5 Sec La	5 Sec Louisiana Backplate	$ 73.00
BK-8000-5-PNC	5 Sec Aeroflex (No Tape)	$ 104.00
	Five Section Astro Bracs	
201160-5	1Way, 5 Sec (62" Cable)	$ 160.00
201160-5-84	1Way, 5 Sec (84" Cable)	$ 165.00
201160-5-96	1Way, 5 Sec (96" Cable)	$ 168.00
201160-5-120	1Way, 5 Sec (120" Cable)	$ 175.00
20AS-0138-62	1Way, 5 Sec (62" Cable) (Cluster)	$ 244.00
20AS-0138-96	1Way, 5 Sec (96" Cable) (Cluster)	$ 253.00
20AS-0138-120	1Way, 5 Sec (120" Cable) (Cluster)	$ 259.00
AS-0194-5-62	1Way, 5 Sec (62" Cable) w/CGB	$ 164.00
AS-0194-5-84	1Way, 5 Sec (84" Cable) w/CGB	$ 170.00
200052	1Way, 5 Sec (96" Cable) w/CGB	$ 173.00
AS-0194-5-120	1Way, 5 Sec (120" Cable) w/CGB	$ 179.00
AB-0150-5-96-PNC	1 Way, 5 Sec (96" Cable) Articulated w/CGB	$ 216.00
	Five Section Span Wire Assy	
SP-1001-TX-PNC	Span Wire Assy, 1Way 2-Point Mount 5 Sec	$ 126.00
200153	Span Wire Assy, Full Piping (5 Sec)	$ 304.00
201177-5	Span Wire Assy, Houston (5 Sec)	$ 245.00
SP-3041-TX-PNC	Span Wire Assy, (5 Sec Cluster)	$ 135.00
SP-3011-TX-5-PNC	5 Sec Signal (Type E) FOR EL PASO	$ 133.00
Paint Adder	Paint Adder For Brac or Assy (Add Color code Pxx)	$ 21.00
	Five Section Leotek New P3 LED's	
820006	12" Green Arrow	$ 36.00
820003	12" Green Ball	$ 34.00
820005	12" Yellow Arrow	$ 36.00
820002	12" Yellow Ball	$ 34.00
820004	12" Red Arrow	$ 36.00
820001	12" Red Ball	$ 34.00
	Louvers & Visors	
	Louvers	
201154	12" GPL 8 degree Slotted Full Circle Louver - Yellow	$ 172.00
201154B	12" GPL 8 degree Slotted Full Circle Louver - Black	$ 172.00
260011	5 Vane, 7° Louver	$ 47.00
	Visors	
190001	12" Poly Visor Yellow	$ 9.00
Full Circle Visor	12" Alum Full Circle Visor - Yellow	$ 13.00
190101	12" Alum Tunnel Visor - Yellow	$ 13.00
191001	12" Poly Visor Black	$ 5.00
M19300	12" Alum Full Circle Visor - Black	$ 13.00
191101	12" Alum Tunnel Visor - Black	$ 13.00
	Other Signal Related Parts & NM Assemblies	
M66676	Reflective Tape per foot to add to Backplate	$ 3.00
	Astro Bracs Clamps ONLY with Galvanized Cable	
201151	Astro Brac Clamp Kit w/62" Galv Cable	$ 72.00
201151-84	Astro Brac Clamp Kit w/84" Galv Cable	$ 77.00
201151-96	Astro Brac Clamp Kit w/96" Galv Cable	$ 80.00
201151-120	Astro Brac Clamp Kit w/120" Galv Cable	$ 86.00
201106	3 Section Gusseted Tube	$ 27.00
201106-58	4 Section Gusseted Tube	$ 35.00
201106-74	5 Section Gusseted Tube	$ 41.00
201013	9 inch Standard Arm Kit	$ 29.00
200084	9 inch CGB Arm Kit	$ 34.00
0	Paint Adder (Add Color code Pxx)	$ 7.00
	Pelco Wind Dampers	
200079-62	Wind Damper (MA-DPD-12) less sign - 62" Cable	$ 455.00
200079-84	Wind Damper (MA-DPD-12) less sign - 84" Cable	$ 466.00
200079-96	Wind Damper (MA-DPD-12) less sign - 96" Cable	$ 472.00
0	Paint Adder (Add Color code Pxx)	$ -
0	School Zone Assembly (3 head Mast Arm)FOR EL PASO	$ -
201057	School Zone Assembly (3 head Mast Arm)FOR EL PASO	$ 497.00

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Kit	**TxDOT 2 Section Split Span Assembly With Gap**	
20SE-5089	Span Hanger	$ 57.00
20SE-0448	Check Nut (2 Required each)	$ 5.00
20SE-0354	Neoprene Washer (2 Required Each))	$ -
20SE-0436-12	Nipple 1.5" (12")	$ 10.00
20SE-5050-PNC	Tether Assy Tri Stud Breakaway	$ 19.00
Kit	**NM Signal Mnt End of Arm**	
201052	Hub Plate (SE-0444) (2 required each)	$ 13.00
201191	4" All Thread (SE-0309)	$ 13.00
20-SE-0436-10	10" Nipple (SE-0436)	$ 10.00
200085	Serrated Ell (SE-0457) (2 required Each)	$ 11.00
201400	Lock Ring (SE-0360) (2 Required Each)	$ 3.00
201046	Hex Nipple (SE-0443) (2 Required Each)	$ 5.00
Home Depot	Home Depot 1 1/2" LB w/cover & Gasket	$ 19.00
Kit	**NM Signal Mount Side of Pole/Mid Arm**	
201052	Hub Plate (SE-0444) (2 required each)	$ 13.00
20-SE-0436-10	10" Nipple (SE-0436)	$ 10.00
200085	Serrated Ell (SE-0457) (2 required Each)	$ 11.00
201400	Lock Ring (SE-0360) (2 Required Each)	$ 3.00
201046	Hex Nipple (SE-0443) (2 Required Each)	$ 5.00
0	**NM Signal Mnt Ped Pole Head**	
201052	Hub Plate (SE-0444) (2 required each)	$ 13.00
201191	4" All Thread (SE-0309)	$ 13.00
200085	Serrated Ell (SE-0457) (2 required Each)	$ 11.00
201400	Lock Ring (SE-0360) (2 Required Each)	$ 3.00
201046	Hex Nipple (SE-0443) (2 Required Each)	$ 5.00
0	**NM Ped Head & TX Type 1**	
201052	Hub Plate (SE-0444) (2 required each)	$ 13.00
20-SE-0436-12	12" Nipple (SE-0436) (2 Required Each)	$ 10.00
200085	Serrated Ell (SE-0457) (2 required Each)	$ 11.00
201400	Lock Ring (SE-0360) (2 Required Each)	$ 3.00
201046	Hex Nipple (SE-0443) (2 Required Each)	$ 5.00
	Coaxial and Heliax Cable	
	Coaxial Cable Including Connectors	
PNS10-500200A	Coaxial Cable LMR-400 (Per Ft.)	$ 1.33
LMR 400 Conn	N Male Connector - LMR-400 (2 per radio)	$ 17.00
	Heliax Cable Including Connectors	
PNS10-500200H	Heliax Cable LMR-600 (Per Ft.)	$ 2.55
LMR600 Conn	N Male Connector - LMR-600 (2 per radio)	$ 29.00
	Video Detection	
	Iteris VIVD's Processor System	
	Detector/Processor Cards	
260300	Edge 2 Detector Card - 1 Camera	$ 1,625.00
260301	Edge 2 Detector Card - 2 Camera (use for 4 Cam Sys)	$ 2,500.00
260302	Edge 2 Detector Card - 4 Camera	$ 4,750.00
	Interface Panels & Dinrail	
260312	Edgeconnect Card (for Comm Back to TCC)	$ 3,169.00
260314	Vec-Edge-2 (Processor)	$ 2,938.00
260303	Surge Panel w/Mounting Clips for 6 suppressors	$ 188.00
260305	Dinrail Clip	$ -
130880	Mouse	$ 20.00
260309	Y Cable for Monitor	$ -
260308	7" Color Monitor	$ 156.00
	Iteris VIVD's Camera Assembly	

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260306	Color Camera	$ 1,188.00
Vec Cam	Vector Sensor (Camera)	$ 4,688.00
260304	Video Surge Supressor w/1 FCABLE	$ 63.00
260307	Camera Mounting Bracket	$ 156.00
AS-0175-74-62-PNC	Pelco Camera Mounting Bracket - 62"	$ 158.00
AS-0175-74-120-PNC	Pelco Camera Mounting Bracket - 120"	$ 173.00
PNS10-504415	BNC Connectors	$ 4.00
	Vivds System Set Up	$ 300.00
	VIVD's Central Control (Laptop)	$ 2,000.00
	ViVDS Communication Cable (Coaxial)	$ 1.03
	Myers Battery Backups	
	BBU System (External Battery Cabinet)	
47-UPSCAB	Myers BC1280 BBU W/O Batteries	$ 3,875.00
47-UPS332 RACK	Myers BBU W/O Batteries 332 Retrofit (San Antonio)	$ 3,944.00
47-UPS332 RACK	Myers BBU W/O Batteries 332 Retrofit (San Antonio)	$ 3,944.00
Gen Option	Generator Option (Incl. Automatic Switch, Dead Face Panel, 30A Generator Receptacle, Wiring)	$ 269.00
MP2000	MP2000 in 232 Cabinet Includes: MP2000E, PTS/MBPS, Swing Out Battery Trays, Battery, Cable & Wiring Kit	$ 1,875.00
Batt Shelves	Slide Out Battery Shelves in TXDOT Cabinet	$ 225.00
Mems	MEMS (Myers Ethernet Monitoring Software)	$ 625.00
13-HR4000	MK 100 Amp Batteries	$ 334.00
161409	Battery Box	$ 538.00
	Schneider APC UPS's	
	UPS System (External Battery Cabinet)	
710010	UPS w/ APC Secure UPS 1300VA/1300 W 120 VAC In/Out RM Plus Bypass Unit with 12' Harness (No Cabinet or Power Panel)	$ 2,195.00
710011	Complete UPS w/ APC Secure UPS 1300VA/1300 W 120 VAC In/Out RM Plus Bypass Unit with 12' Harness (NO Cabinet or Power Panel but with Generator Option)	$ 2,245.00
APC-TXDOT	Turnkey UPS w/ APC Secure UPS 1300VA/1300 W 120 VAC In/Out RM, Bypass Unit, 12' Harness, RTC Cabinet and Power Panel 4 MK 110 AH Batteries (No Generator Plug)	$ 4,642.00
APC-DOT	Turnkey UPS w/ APC Secure UPS 1300VA/1300 W 120 VAC In/Out RM Plus Bypass Unit, 12' Harness, RTC Cabinet and Power Panel 4 MK 110 AH Batteries and Generator Plug	$ 4,911.00
710001	APC Secure UPS 1300VA/1300 W 120 VAC In/Out RM Conformal Coated	$ 1,757.00
710002	APC Schneider SecureUPS Bypass Unit W/ Generator input, W/O Batteries	$ 300.00
710002NOGEN	APC Schneider SecureUPS Bypass Unit W/O Generator input, W/O Batteries	$ 250.00
710003	APC Schneider Battery Harness 12'	$ 188.00
47-HAR4	APC Schneider Battery Harness 4'	$ 150.00
03-UPSGEN	Generator Option (Incl. Automatic Switch, Dead Face Panel, 30A Generator Receptacle, Wiring)	$ 269.00
13-8A30 HEI	MK 110 Amp 12V Batteries	$ 254.00
710006	APC 100 Amp 12V Batteries	$ 313.00
710009	Set of 4 APC 100 Amp 48V Batteries	$ 1,250.00
260012	Aluminum Mounting Cabinet	$ 1,100.00
PNS10 -03-UPSCTC	Power Panel, wiring and Labor	$ 331.00
PNS10 -03-UPSFANTHERM	Add ,Thermostat and Fan Only (NO POWER PANEL)	$ 326.00
PNS10 -03-UPSCONF	Add Confirmation Light	$ 50.00
PNS10 -03-UPSDOOR	Add Door Switch	$ 120.00
710004	One Year Extended Warranty on APC Secure UPS	$ 140.00
710005	One Year Extended Warranty on APC Secure UPS Bypass	$ 51.00
	Southern Illuminated Signs	
	Clean Profile - Single Sided TXDOT	
CP618SRDNNAAG1	6' x 18" viewable area standard blocking background	$ 1,516.00
CP621SRDNNAAG2	6' x 21" viewable area standard blocking background	$ 1,595.00
CP624SRFNNAAG1	6' x 24" viewable area standard blocking background	$ 1,681.00
CP618SRDNNAAD1	6' x 18" viewable area with retroreflective background and EC film	$ 1,672.00
CP621SRDNNAAD2	6' x 21" viewable area with retroreflective background and EC film	$ 1,751.00
CP624SRFNNAAD1	6' x 24" viewable area with retroreflective background and EC film	$ 1,837.00

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CP818SRDNNAAG1	8' x 18" viewable area standard blocking background	$ 1,629.00
CP821SRDNNAAG2	8' x 21" viewable area standard blocking background	$ 1,715.00
CP824SRFNNAAG1	8' x 24" viewable area standard blocking background	$ 1,817.00
CP818SRDNNAAD2	8' x 18" viewable area with retroreflective background and EC film	$ 1,837.00
CP821SRDNNAAD1	8' x 21" viewable area with retroreflective background and EC film	$ 1,923.00
CP824SRFNNAAD1	8' x 24" viewable area with retroreflective background and EC film	$ 2,025.00
CP1018SRDNNAAG1	10' x 18" viewable area standard blocking background	$ 2,146.00
CP1018SRDNNAAG2	10' x 21" viewable area standard blocking background	$ 2,232.00
CP1024SRFNNAAG1	10' x 24" viewable area standard blocking background	$ 2,335.00
CP1021SRDNNAAD1	10' x 21" viewable area with retroreflective background and EC film	$ 2,406.00
CP1018SRDNNAAD2	10' x 18" viewable area with retroreflective background and EC film	$ 2,492.00
CP1024SRFNNAAD1	10' x 24" viewable area with retroreflective background and EC film	$ 2,595.00
	Clean Profile - Double Sided TXDOT	
CP618DTJNNAAG1	6' x 18" viewable area standard blocking background	$ 1,600.00
CP621DTJNNAAG2	6' x 21" viewable area standard blocking background	$ 1,708.00
CP624DTJNNAAG1	6' x 24" viewable area standard blocking background	$ 2,124.00
CP618DTJNNAAD1	6' x 18" viewable area with retroreflective background and EC film	$ 1,912.00
CP621DTJNNAAD2	6' x 21" viewable area with retroreflective background and EC film	$ 2,020.00
CP624DTJNNAAD1	6' x 24" viewable area with retroreflective background and EC film	$ 2,436.00
CP818DTJNNAAG1	8' x 18" viewable area standard blocking background	$ 1,715.00
CP821DTJNNAAG2	8' x 21" viewable area standard blocking background	$ 1,828.00
CP824DTJNNAAG1	8' x 24" viewable area standard blocking background	$ 2,386.00
CP818DTJNNAAD1	8' x 21" viewable area with retroreflective background and EC film	$ 2,131.00
CP821DTJNNAAD2	8' x 18" viewable area with retroreflective background and EC film	$ 2,244.00
CP824DTJNNAAD1	8' x 24" viewable area with retroreflective background and EC film	$ 2,802.00
CP1018DRDNNAAG1	10' x 18" viewable area standard blocking background	$ 2,232.00
CP1018DRDNNAAG2	10' x 21" viewable area standard blocking background	$ 2,345.00
CP1024DRFNNAAG1	10' x 24" viewable area standard blocking background	$ 3,028.00
CP1021DRDNNAAD1	10' x 21" viewable area with retroreflective background and EC film	$ 2,752.00
CP1018DRDNNAAD2	10' x 18" viewable area with retroreflective background and EC film	$ 2,865.00
CP1024DRFNNAAD1	10' x 24" viewable area with retroreflective background and EC film	$ 3,548.00
	Thin LED Single Sided	
TL619SRDNNAAG1	6' x 19" Overall size standard blocking background	$ 1,401.00
TL619SRDNNAAD1	6' x 19" Overall size with retroreflective film and EC overlay	$ 1,557.00
TL819SRDNNAAG1	8' x 19" Overall size standard blocking background	$ 1,516.00
TL819SRDNNAAD1	8' x 19" Overall size with retroreflective film and EC overlay	$ 1,724.00
	Thin LED Double Sided	
TL619DTJNNAAG1	6' x 19" Overall size standard blocking background	$ 1,743.00
TL619DTJNNAAD1	6' x 19" Overall size with retroreflective film and EC overlay	$ 2,055.00
TL819DTJNNAAG1	8' x 19" Overall size standard blocking background	$ 1,942.00
TL819DTJNNAAD1	8' x 19" Overall size with retroreflective film and EC overlay	$ 2,358.00
	Options	
MISCDECAL	Logo One color logo price per side	$ 33.00
MISCDECAL	Logo Two or more colors price per sign	$ 65.00
PHOTOCELL-SWIVEL	Photocell Tork Swivel	$ 26.00
Tork Int	Tork Internal	$ 26.00
Intermatic	Intermatic (Controls up to 4)	$ 26.00
	Brackets	
EZ Bar Even	Free Swing from mast arm both fixed heights	$ 189.00
BRACKET-EZ-BAR-UNEVEN	Free swing from mast arm one side adjustable	$ 254.00
Pelco 0142	Rigid Rear Mount (Single Sided Only)	$ 252.00
Pelco 1006	Rigid Mount top and bottom of sign (Single only)	$ 338.00
Pelco 5148	Free Swing both fixed heights	$ 338.00
Free Swing	Free Swing with one side extender	$ 358.00
	Blank Out Signs	
BO2424BBNNAAYR3-1	24" x24" Symbolic display R3-1. Size of display	$ 2,756.00
BO2424BBNNAAYR3-2	24" x24" Symbolic display R3-2. Size of display	$ 2,756.00
BO2430BBNNAAYR3-1T	24" x 30" 30" R3-1 with TRAIN below	$ 3,608.00
BO3030BBNNAAYR3-1	30" x 30" Symbolic display R3-1. Size of display	$ 3,487.00
BO3036BBNNAAYR3-1T	30" x 36" 30" R3-1 with TRAIN below in 6" single stroke letters	$ 3,861.00

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BO2424BBNNAAY-W10-7	24" X 24" Symbolic Train R10-15 Size of Display	$ 3,419.00
LC1818BBNNAAY-2R-2W	18" x 18" Lane Use Signal Red X and Green Arrow	$ 3,120.00
BO3036BBNNAAY-R3(2WAY)	30" x 36" Dual Symbol Lane Use R3-5A & R3-5L	$ 3,959.00
BO3036BBNNAAY-R3(2WAY)	30" x 36" Dual Symbol Lane Use R3-5L & R3-6L	$ 4,178.00
	Standard LED Signs	
0	Single Sided	$ -
LE619SRDNNAAG1	6' x 19" viewable area standard blocking background	$ 1,425.00
LE624SRDNNAAG1	6' x 24" viewable area standard blocking background	$ 1,538.00
LE819SRDNNAAG1	8' x 19" viewable area standard blocking background	$ 1,538.00
LE824SRDNNAAG1	8' x 24" viewable area standard blocking background	$ 1,652.00
0	Double Sided	$ -
LE619DTJNNAAG1	6' x 19" viewable area standard blocking background	$ 1,794.00
LE624DTJNNAAG1	6' x 24" viewable area standard blocking background	$ 1,908.00
LE819DTJNNAAG1	8' x 19" viewable area standard blocking background	$ 1,976.00
LE824DTJNNAAG1	8' x 24" viewable area standard blocking background	$ 2,090.00
	Aluminum NEMA 3R Enclosures & ITS Commander	
CE3RAL322014PMTR	32"x20"x14" Pole Mounted Control Cabinet NEMA 3R .125" 5052 Aluminum.	$ 995.00
CE3RAL5030165BMNOPD	50"x30"x16.5" Base Mounted Control Cabinet NEMA 3R .125" 5052 Aluminum.	$ 1,164.00
WE336S-CCTVFL-P/B	336S Pole Mount CCTV Cabinet with PDA 30 amp, 4 equipment outlets, 2 GFI outlets, fan light, shelf and drawer. No sunshields	$ 3,504.00
WE332-DMSFL-B	332 DMS cabinet with 60 amp 120/240 Split phase PDA, fan light, shelf and drawer. No sunshield.	$ 4,323.00
WE302424-ITSNM-P-CCTV	30"H x 24"W x 24"D Pole Mounted cabinet with power panel for CCTV 30 Amp main breaker and 2 15 amp breakers. New Mexico	$ 3,738.00
WE302424-ITSNM-P-CCTV	30"H x 24"W x 24"D Pole Mounted cabinet with power panel for DMS, 2-30 Amp main breaker and 2-15 amp breakers. New Mexico	$ 3,894.00
	Medoco Locks	
LOCK-DB-EA-100221	Nexgen Traffic Box Lock	$ 302.00
KEY-S-EA-100156	Nexgen Electronic XT Slim Line Key	$ 115.00
KEY-PROG-USB-S-EA-100109	Nexgen Electronic XT Slim Line Key Programmer	$ 277.00
CHARGER-KEY-USB-CABLE-94-0290	Nexgen Electronic XT Slim Line Key Charger USB Cable	$ 302.00
SOFTWARE-XT-PLUS-SW-500301-2	BASIC Medeco Electronic Lock and Key Software (LIMIT 750 Keyholders) ANNUAL CHARGE!!!	$ 698.00
SOFTWARE-XT-PLUS-SW-500301-3	ADVANCED Medeco Electronic Lock and Key Software (LIMIT 750 Keyholders) Adds Remote and Mobile Programming and extended Schedules to Basic ANNUAL CHARGE!!!	$ 2,194.00
SOFTWARE-XT-PLUS-SW-500301-4	Medeco Electronic Lock and Key Software (LIMIT 1500 Keyholders) ANNUAL CHARGE!!!	$ 3,591.00
	Southern ILSN Sign Install Labor (CTC)	
CTCINSTALL	ILSN Installation to Mast Arm 2.5 hours/per sign $260 per hour	$ 650.00
CTCINSTALL	ILSN Installation LARGE Sign 5 hours/per sign $260 per hour (requires site visit)	$ 1,300.00
CTCINSTALL	ILSN Installation Wire pull cabinet to sign 2 Hours/per sign $260 per hour	$ 520.00
*PNS Wire	Wire for Sign (250 ft) per sign $.35 per ft inrolls of 2,900 ft	$ 114.00
*PNS Fuse	In Line Fuse (check with Agency to see if necessary)	$ 65.00
	Houston Radar Counters	
	Speedlane (2 Radars, Color HD Camera, Bluetooth)	
HRSL BASE	Speedlane Base Unit (Dual Radar, Color HD Camera, Bluetooth Interface, SQL Database, RS232 and 12VDC Power, Mounting Bracket, StatsAnalyser Software)	$ 5,064.00
HRSL SOLAR30	Solar Kit (96WHr LifePO Rechargeable Battery, 30 W Solar Panel, mounting bracket, 5 ft cable, AC Charger, On/Off Switch)	$ 1,104.00
HRSL UPS	UPS Kit (96WHr LifePO Rechargeable Battery, AC Charger, On/Off Switch)	$ 844.00
HRSL CELL	3G Penta Cell Modem w/ GPS (Full sized SIM and data plan NOT included)	$ 779.00

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HRSL ENET	Built in Ethernet Port (for video streaming)	$ 649.00
HRSL BIPOE	Built in Power over Ethernet	$ 389.00
HRSL EXPOE	External Power over Ethernet Injector	$ 103.00
HRSL 16PC	16 ft Power and Serial Cable (M12-DB9)	$ 48.00
HRSL 33PC	33 ft Power and Serial Cable (M12-DB9)	$ 81.00
HRSL 20EC	20 ft Ethernet Cable (M12-RJ45)	$ 81.00
HRSL 39EC	39 ft Ethernet Cable (M12-RJ45)	$ 140.00
HRSL BAT	External Battery Augment	$ 168.00
HRSL 9VR	9 hours of onboard 800x60010ffps Video Recording	$ 727.00
HRSL 18VR	18 hours of onboard 800x60010ffps Video Recording	$ 1,039.00
HRSL BLUE	Bluetooth DongleClass 1 Windows	$ 30.00
HRSL PWPSUP	15 Watt, 12VDC Power Supply	$ 51.00
HRSL TETACT	Tetyon Server Client Activation (allows Callout and aggregates data in cloud)	$ 649.00
HRSL TETLX	Tetyon Package for Ubuntu Liux	$ -
HRSL TET MAINT	Tetyon Annual Maintenance	$ 2,600.00
	Armadillo Tracker (Count and Class Radar)	
HRSL BASE	Armadillo Base Unit (LifePO Rechargeable Battery, Bluetooth Interface, USB Slow Charger, AC Quick Charger, 12V Car Charger, Mounting Bracket, ON/Off Switch, StatsAnalyser Software)	$ 2,980.00
HRSL SOLAR5	Solar Kit (5 W Solar Panel, mounting bracket, 3 ft cable, Mounting Bracket)	$ 563.00
HRSL SOLAR10	Solar Kit (10 W Solar Panel, mounting bracket, 3 ft cable, Mounting Bracket)	$ 649.00
HRSL GPS	GPS Data Tagging Includes GPS Module and antenna)	$ 311.00
HRSL CELL	3G Penta Cell Modem w/ GPS (Full sized SIM and data plan NOT included)	$ 779.00
HRSL CASE	Weatherproof Carrying Case	$ 260.00
	3M Loop Sealant	
	3M	
110501	Detector Loop Sealant (5 Gal Pail)	$ 455.00
110506	Loop Sealant Ply-Pack	$ 38.00
110507	Loop Sealant Ply-Pack Gun	$ 260.00
	Flir Detection Products	
	Traficon Visual Cameras(Legacy)	
0	Traficon VIP/3D.1s - Vehicle Presence & Data Monitor Detector Board - 1 camera input - US Edge Connector	$ 1,827.00
0	Traficon VIP/3D.2s - Vehicle Presence & Data Monitor Detector Board - 2 camera input - US Edge Connector	$ 2,841.00
0	Traficon VIEWCOM/Es MAX + - Remote Monitoring & Setup Board - MPEG-4/H.264 - single slot - US Edge Connector	$ 2,438.00
0	Traficon VIP Set Up Keypad - for DB9 Connector & Stereo Jack Connector	$ 195.00
0	4 I/Os - Output Expansion Board - 4 outputs - single slot - US Edge Connector	$ 514.00
0	2 I/Os - Output Expansion Board - 2 outputs - single slot - US Edge Connector	$ 345.00
	Analog Thermal Imagers	
0	FC-369 T2 - QVGA, 69° H FOV, NTSC	$ 2,126.00
0	FC-344 T2 - QVGA, 44° H FOV, NTSC	$ 2,126.00
0	FC-332 T2 - QVGA, 32° H FOV, NTSC	$ 2,126.00
0	FC-324 T2 - QVGA, 24° H FOV, NTSC	$ 2,126.00
0	FC-317 T2 - QVGA, 17° H FOV, NTSC	$ 2,126.00
	TrafiCam Visual Vehicle Detection (Legacy)	
0	TrafiCam wide angle	$ 1,235.00
0	TrafiCam narrow angle	$ 1,235.00
0	4TI ETH Edge - 4 outputs, SDLC via PIM module, USB, ETH - single slot - US Edge Connector	$ 390.00
0	4/Os xp. Edge - Output Expansion Board - 4 outputs - single slot - US Edge Connector	$ 325.00
0	4TI ETH - 16 outputs, USB, ETH	$ 715.00
0	1TI - 4 outputs, USB	$ 475.00
0	USB/A - USB/B Cable - for setup of 1TI, 4TI ETH and 4TI ETH Edge with PC	$ 8.00
0	Spare Power / RS485 connector (8 pins, of which 5 pins color coded)	$ 33.00
0	Sunshield for aluminum housing	$ 39.00
	TrafiCam x-Stream2 Vehicle Detection, Traffic Data and Visual Traffic Monitoring	
0	Traficam Xstream2 Digital Visual Camera with Streaming capability Wide Angle	$ 2,730.00
0	Traficam Xstream2 Digital Visual Camera with Streaming capability Narrow Angle	$ 2,730.00
0	TI BPL2 Edge Card (supports up to 4 Cameras)	$ 936.00
0	TI BPL2 Edge W/ BIU and SIU Interface SDLC Interface(supports up to 4 Cameras) (if SDLC needed)	$ 1,287.00
0	4 I/O USB - Input Output Expansion Board (If more than 4 cameras needed in an intersection)	$ 325.00
0	TI BPL2 interface - Power Line Interface - 16 outputs	$ 936.00
0	Spare Connector - 8 pins - BPL2 - PoE	$ 39.00

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0	FLIR POE Interface	$ 195.00
	TraffiRadar Visual Stop Bar Detection, Traffic Data & Traffic Monitoring. Radar Dilemna zone protection and Advance Detection (Radar and Visual Dual)	
0	TrafiRadar BPL Dual Detection Radar and Visual	$ 4,615.00
0	TI BPL2 Edge Card (supports up to 4 Cameras)	$ 780.00
0	4/Os xp. Edge - Output Expansion Board - 4 outputs - single slot - US Edge Connector	$ 325.00
0	TI x-stream BPL interface - Power Line Interface - 16 outputs	$ 936.00
0	TI xp BPL Expansion Board	$ 475.00
0	Spare PosewerBPL Connector (3 wire)	$ 39.00
0	TrafiOne Thermal Pedestrian Presence Detection & Visual Traffic Monitoring	$ 1,287.00
0	TrafiOne 195 - QQVGA, 95° H FOV, 9Hz, including HD visual stream license	$ 1,853.00
0	TrafiOne 156 - QQVGA, 56° H FOV, 9Hz, including HD visual stream license	$ 1,853.00
0	TrafiOne pedestrian counting license fee - optionally, to be ordered in addition with 10-7070 or 10-7075	$ 475.00
0	TI BPL2 EDGE - interface - 4 outputs - SDLC via PIM module - double slot - US Edge Connector	$ 936.00
0	TI BPL2 EDGE - BIU & SIU interface - 4 outputs - SDLC - double slot - US Edge Connector	$ 1,287.00
0	4I/O USB - input/output expansion board - 4 outputs - single slot - US Edge Connector	$ 325.00
0	TI BPL2 interface - Power Line Interface - 16 outputs	$ 936.00
0	Ethernet interface	$ 195.00
0	FLIR POE Interface	$ 195.00
0	Spare Rain Shield - for 10-7075	$ 39.00
	TraffiSense2 Thermal Vehicle/Bicycle/Pedestrian Detection, Traffic Data & Traffic Monitoring	
0	Traffisense 2 Thermal Camera 690 (90 deg Field of View) Includes Sunshield	$ 4,290.00
0	Traffisense 2 Thermal Camera 645 (45 deg Field of View) Includes Sunshield	$ 4,290.00
0	Traffisense 2 Thermal Camera 632 (32 deg Field of View) Includes Sunshield	$ 4,290.00
0	Traffisense 2 Thermal Camera 690 V2X (90 deg Field of View) Includes Sunshield (V2X Ready)	$ 5,005.00
0	Traffisense 2 Thermal Camera 645 V2X (45 deg Field of View) Includes Sunshield (V2X Ready)	$ 4,290.00
0	Traffisense 2 Thermal Camera 632 V2X (32 deg Field of View) Includes Sunshield (V2X Ready)	$ 4,290.00
0	ITS-IQ Tier 1 Cloud Connectivity annual license fee (price per sensor per year)	$ 224.00
0	ITS-IQ Tier 1 Cloud Connectivity annual license fee (price per sensor for 5 years)	$ 1,047.00
0	ITS-IQ Tier 1 Cloud Connectivity annual license fee (price per sensor for 10 years)	$ 1,794.00
0	ITS-IQ Tier 1 Wi-Fi Monitoring annual license fee (price per sensor per year)	$ 897.00
0	ITS-IQ Tier 1 Wi-Fi Monitoring annual license fee (price per sensor for 5 years)	$ 2,093.00
0	ITS-IQ Tier 1 Wi-Fi Monitoring annual license fee (price per sensor for 10 years)	$ 2,990.00
0	Premium Traffic Data License Fee	$ 650.00
0	Stopped Vehicle License Fee (Consult Flir for Price)	$ -
0	TI BPL2 Edge Card (supports up to 4 Cameras)	$ 936.00
0	TI BPL2 Edge W/ BIU and SIU Interface SDLC Interface(supports up to 4 Cameras) (if SDLC needed)	$ 1,287.00
0	4 I/O USB - Input Output Expansion Board (If more than 4 cameras needed in an intersection)	$ 325.00
0	TI BPL2 interface - Power Line Interface - 16 outputs	$ 936.00
0	Spare Connector - 8 pins - BPL2 - PoE	$ 39.00
0	FLIR POE Interface	$ 195.00
	TraffiSense 2 DUAL Thermal and Visual (for Vehicle/Bike/Pedestrian Detection, Traffic Data and Thermal AND Visual Traffic monitoring)	
0	Traffisense 2 Dual Thermal Camera 690 (90 deg Field of View) Visual 30-90 Deg HD, Includes Sunshield	$ 5,590.00
0	Traffisense 2 Dual Thermal Camera 645 (45 deg Field of View) Visual 5-50 Deg HD, Includes Sunshield	$ 5,590.00
0	Traffisense 2 Dual Thermal Camera 632 (32 deg Field of View) Visual 5-50 Deg HD, Includes Sunshield	$ 5,590.00
0	TI BPL2 Edge Card (supports up to 4 Cameras)	$ 936.00
0	TI BPL2 Edge W/ BIU and SIU Interface SDLC Interface(supports up to 4 Cameras) (if SDLC needed)	$ 1,287.00
0	4 I/O USB - Input Output Expansion Board (If more than 4 cameras needed in an intersection)	$ 325.00
0	FLIR POE Interface	$ 195.00
0	Spare Rain Shield - for 10-7075	$ 39.00
	Acyclica Hardware Clound Connectivity, Travel Times/Origin - Destination, Cabinet Health Monitoring	
0	DA4 Data Aggregator (Requires software license to use)	$ 1,803.00
0	SDLC Y Cable 5 ft	$ 338.00
0	Cabinet Interface Harness Kit	$ 338.00

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0	5 Band MIMO Antenna - SMA	$ 182.00
0	5 Band MIMO Antenna - SMA Low Profile	$ 345.00
0	SIM Card fro Cell Service	$ 13.00
	Acyclica 1 Yr Software Licenses and Modules (Per Location, Per Year)	
0	Flir Detectors VSO (Vehicle Speed and Occupancy)1 yr License (Historical and Real Time, Images and Events)	$ 195.00
0	NON-Flir Detectors VSO (Vehicle Speed and Occupancy as avaiable) 1 yr License	$ 156.00
0	Travel Time (Travel and Delay Time, O/D) 1 Yr License	$ 585.00
0	Modules requiring Travel Time Basic Module	$ -
0	Signal Timing Tools (Advance travel and Delay Time, progression Diagram, Speed by Segment, Timing Planning)	$ 312.00
0	Reporting Module (Route and segment Travel Time Distribution, Turning Movement Count)	$ 312.00
0	Planning Module Advanced O/D)	$ 312.00
	Modules requiring Travel Time Basic Module AND FLIR VSO License	
0	Route Performance Measures	$ 312.00
	Modules requiring Travel Time Basic Module AND Connection to Signal Phase Info	
0	Intersection Performance Measures	$ 312.00
	Module Bundle	
0	Flir Sensor Package (Flir VSO, Travel Time, Sinal Timing Tools, Reporting Module, Planning Module, Route Performance and intersection Performance)	$ 2,028.00
0	Cellular Data Service 1 Yr	$ 520.00
0	Dedicated cloud VPN (price per client group per year)	$ 5,200.00
	Acyclica 5 Yr Software Licenses and Modules (Per Location, 5 Years for price of 4)	
0	Flir Detectors VSO (Vehicle Speed and Occupancy)5 yr License (Historical and Real Time, Images and Events)	$ 780.00
0	NON-Flir Detectors VSO (Vehicle Speed and Occupancy as avaiable) 5 yr License	$ 624.00
0	Travel Time (Travel and Delay Time, O/D) 5 Yr License	$ 2,340.00
	Modules requiring Travel Time Basic Module	
0	Signal Timing Tools (Advance travel and Delay Time, progression Diagram, Speed by Segment, Timing Planning)	$ 1,248.00
0	Reporting Module (Route and segment Travel Time Distribution, Turning Movement Count)	$ 1,248.00
0	Planning Module Advanced O/D)	$ 1,248.00
	Modules requiring Travel Time Basic Module AND FLIR VSO License	
0	Route Performance Measures	$ 1,248.00
	Modules requiring Travel Time Basic Module AND Connection to Signal Phase Info	
0	Intersection Performance Measures	$ 1,248.00
	Module Bundle	
0	Flir Sensor Package (Flir VSO, Travel Time, Sinal Timing Tools, Reporting Module, Planning Module, Route Performance and intersection Performance)	$ 8,112.00
0	Cellular Data Service 5 Yr	$ 2,600.00
0	Dedicated cloud VPN (price per client group per year)	$ 20,800.00
	DA-400 and Software Bundles	
0	DA-400 5 Yr Congestion Package (Includes DA-400 with Power Cable only, Travel Time, Intersection Performance)(Must add Antenna and Harness and cell service if needed)	$ 4,251.00
0	DA-400 5 Yr All Package (Includes DA-400 with Power Cable only, Travel Time, Intersection Performance, Signal Timing, Reporting, Planning, Route Performance) (Must add Antenna and Harness and cell service if needed)	$ 7,995.00
	API Integration and Usage	
0	API Integration and Usage (Consult Flir for pricing	$ -
	FLUX Traffic Management System	
0	FLUX Traffic Mgt Sytem 1 Server License (must ALWAYS add 10-150 and 10-160 to this?)	$ 5,590.00
0	FLUX Embedded Clustering LibraryLicense	$ 325.00
0	FLUX Embedded Database License	$ 325.00
0	FLUX 1 video Channel License for viewing Data Streaming	$ 163.00
0	Queue Length & Waiting Time License - for ramp metering applications (price per single video channel)	$ 390.00
	FLIR Extended Warranty (3 Yr Standard)	
0	1 additional Year Extended Warranty 7%, (5 Year Total Maximum) Add 1 to QTY)	7.00%
0	2 Additional Year Extended Warranty 14%, (5 Year Total Maximum (Add 1 to QTY)	14.00%
	CTC Installation Labor (Per Hour)	
CTCINSTALL	Driving Time One Man and Pickup Truck	$ 130.00
CTCINSTALL	On Site Time One Man and Pickup Truck (2 Hr minimum including drive time)	$ 130.00
CTCINSTALL	Second Man (Include Both Drive and On Site time)	$ 85.00

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HGACBuy

CTCINSTALL	Second Man with a Pickup to be used as a Crash Truck (Use whenever a bucket truck is needed on a two lane or larger road) (Include Both Drive and On Site time)	$ 130.00
CTCINSTALL	Bucket Truck Upcharge (Include Both Drive and On Site Time)	$ 50.00
CTCINSTALL	Intersection Turn on	$ 1,350.00
CTCINSTALL	Local or Additional Intersections (Same Day)	$ 375.00
CTCINSTALL	Mobilization Charge Per Hour (includes Site Survey and Line Locates)	$ 130.00
CTCINSTALL	Equipment Rental	
CTCINSTALL	Travel and Other Expenses (Hotel Air rent car meals etc.)	

RESOLUTION NO. 2022-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF TRAFFIC OPERATIONS EQUIPMENT, MAINTENANCE, AND SUPPLIES FROM CONSOLIDATED TRAFFIC CONTROLS, INC. USING HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (HGAC) CONTRACT PE-05-21, IN AN AMOUNT NOT TO EXCEED $150,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Traffic Operations Division purchases traffic signal equipment, maintenance, and supplies as a part of their annual maintenance and replacement program for signalized intersections; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the Houston-Galveston Area Council of Governments (HGAC) Cooperative Purchasing Program; and

WHEREAS, HGAC has taken sealed bids for Traffic Control, Enforcement and Signal Preemption Equipment; and

WHEREAS, HGAC has awarded Contract PE-05-21 for Traffic Control, Enforcement and Signal Preemption Equipment to Consolidated Traffic Controls, Inc.; and

WHEREAS, the City of Duncanville desires to purchase traffic operations equipment, maintenance, and supplies from Consolidated Traffic Controls, Inc. through HGAC Contract PE-05-21 in an amount not to exceed $150,000.00.

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 awards a bid and approves the purchase of traffic operations equipment, maintenance, and supplies from Consolidated Traffic Controls, Inc., through HGAC Contract PE-05-21 in an amount not to exceed $150,000.00.

SECTION 2. The City Council of the City of Duncanville, Texas, hereby authorizes the City Manager or her designee to execute the 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 1st day of November, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 01 Nov 2022

TITLE:
Consider a resolution authorizing approval of a incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) to Transtar Machine LLC in the amount of $175,000 for qualified expenditures for a building located at 1155 S. Cedar Ridge, Duncanville, Texas, 75137

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Agustin 'Gus' Garcia, Managing Director of Development Services

BACKGROUND/HISTORY:
The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of 'Design" incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which has since been revised on July 19, 2022. The revisions have given the DCEDC more tools to spur economic development.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

POLICY EXPLANATION:
Incentive and Grant applications by Transtar Machine LLC, was approved by the DCEDC on August 29, 2022 for an incentive grant totaling $175,000. The Incentive Policy requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000/708501

Available Budget	**Purchase Amount**	**After Encumber**
$230,000.00	$175,000.00	$55,000.00

ACTION ALTERNATIVES:
1. Authorize the DCEDC to fund Design Incentive Grants for Transtar Machine LLC in an amount of $175,000 for a building located at 1114 S Main Street, Duncanville, Texas 75137.
2. Do not authorize the DCEDC to fund the Design Icentive Grants.
3. Other action as directed by Council.

ATTACHMENTS:
Resolution No. - 2022-085 - Incentive Grant- Transtar Machine LLC, 1155 S. Cedar Ridge Drive
Transtar Bids for Nov 1 CC Meeting

RESOLUTION NO. 2022-085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO TRANSTAR MACHINE LLC IN THE AMOUNT OF $175,000 FOR A BUILDING LOCATED AT 1155 S. CEDAR RIDGE DRIVE, DUNCANVILLE, TEXAS 75137 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, Transtar Machine LLC owns the building located at 1155 S. Cedar Ridge Drive, Duncanville, Texas 75137; and intends to improve the off-site water line infrastructure, landscaping, signage, expand employment opportunities, redevelopment their structure, and make any necessary external repairs to enhance ADA compliance in order to relocate their CNC machine shop operations; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants totaling, and not to exceed, $175,000; and

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

SECTION 1. That the City hereby approves that the City Council of the City of Duncanville, Texas hereby approves the terms and conditions of a grant by the Duncanville Community and Economic Development Corporation as described herein for reimbursement of incentive grants to Transtar Machine LLC.

SECTION 2. That the City Manager is authorized to execute any appropriate documents to execute this Resolution, after approval as to form by the City Attorney.

SECTION 3. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 4. That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 1st day of November, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STATE OF TEXAS	**§**	**ECONOMIC DEVELOPMENT**
	§	**INCENTIVE AGREEMENT**
COUNTY OF DALLAS	**§**	

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Kenneth Govan, its duly authorized DCEDC President, and Transtar Machine LLC acting by and through Danny Le, its duly authorized representative.

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

WHEREAS, Transtar Machine LLC, has requested economic development assistance from the DCEDC for their property located at 1155 S. Cedar Ridge Drive, Duncanville, Texas 75137 hereinafter known as the "Project"; and

WHEREAS, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to the off-site water line infrastructure, landscaping, signage, business expansion grants, demolition, redevelopment, and reuse grant, and any external repairs necessary for ADA compliance, not to exceed one-hundred and seventy-five thousand dollars ($175,000); and

WHEREAS, reimbursement of incentive funds is conditional on Transtar Machine LLC bringing the property up to compliance with all City of Duncanville codes and ordinances and securing a bona fide lease agreement with a tenant; and

WHEREAS, Transtar Machine LLC, meets all program requirements in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide Transtar Machine LLC with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and Transtar Machine LLC, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the

DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the city,

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **February 21 2023**, unless otherwise terminated as provided for in this

ARTICLE III. GRANT

3.01. **Economic Development Incentives**.

As an economic development incentive grant to assist Transtar Machine LLC located at 1155 S. Cedar Ridge Drive, Duncanville, Texas 75137 in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement grant in an amount not to exceed a total of $175,000 for qualified expenditures related to the off-site water line infrastructure, landscaping, signage, business expansion grants, demolition, redevelopment, and reuse grant, and any external repairs necessary for ADA compliance of the building occupied by Transtar Machine LLC subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all Transtar Machine LLC performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

3.02. Transtar Machine LLC shall file a written proposal and plans with the DCEDC which shall provide detail plans concerning the use of funds to achieve the purposes recited herein.

ARTICLE IV. COVENANTS OF TRANSTAR MACHINE LLC

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development incentive grant described above, and to be eligible to receive reimbursement, Transtar Machine LLC agrees to do the following:

(a) Cause the improvements as defined herein to be actually made at the address indicated herein as set forth in Article III; and

(b) Provide a copy of the grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article III the business incurred between August 29, 2022 – February 21, 2023, by February 21, 2023 at 5 p.m.; and

(c) Provide proof of legal ownership of the specified location of 1155 S. Cedar Ridge Drive, Duncanville, Texas 75137 the promises in the agreement; and

(d) Incentive grant shall mean an amount not to exceed $175,000 for improvements to the qualified improvements for the property owned by Transtar Machine LLC located at 1155 S. Cedar Ridge Drive, Duncanville, Texas 75137; and

(e) Receive a certificate of occupancy on or before February 21, 2023; and

(f) Pay any property or City sales tax due before or on February 21, 2023; and

(g) During the term of this Agreement, Transtar Machine LLC, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), Transtar Machine LLC, shall repay the amount of the grant payments received within 130 business days after the date Transtar Machine LLC, is notified by the City of such violation, and this agreement automatically terminates.

(h) If work is found to be incomplete within the timeline provided in Article IV, Transtar Machine LLC, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, Transtar Machine LLC, will be found in violation of this agreement and the terms of this agreement are automatically terminated and Transtar Machine LLC, will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

5.01. **Termination and Default.** This Agreement terminates upon any one of the following:

(a) By Transtar Machine LLC, through mutual written agreements of both parties; and

(b) By DCEDC, if Transtar Machine LLC, files any false documentation concerning the application or receipt of the Grant; and

(c) By DCEDC and Transtar Machine LLC, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such

default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and

(d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by Transtar Machine LLC, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final); and

(e) By DCEDC, if Transtar Machine LLC suffers an Event of Bankruptcy or Insolvency; and

(f) By DCEDC and Transtar Machine LLC, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and

(g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give Transtar Machine LLC not less than fifteen (15) days notice of its intent to terminate; and

(h) By DCEDC, if any other material provisions of this Agreement is breach by Transtar Machine LLC.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of Transtar Machine LLC existence, insolvency, employment of receiver for any part of Owner's Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

5.02. **Recapture Provision.** In the event Transtar Machine LLC does not comply with the terms of this Agreement or is otherwise in default as provided herein, Transtar Machine LLC pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by Transtar Machine LLC immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, Transtar Machine LLC will indemnify the DCEDC of any fees or costs related to recuperating funs owed to the DCEDC, plus interest and attorney fees.

5.03. **Mutual Assistance.** Transtar Machine LLC and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

5.04. **Representations and Warranties.** Transtar Machine LLC represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5.05. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that Transtar Machine LLC when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

5.06. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. **Verification and Compliances.** Transtar Machine LLC agrees to allow the DCEDC's to conduct an audit all of Transtar Machine LLC business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

(a) To ensure Transtar Machine LLC compliance with the affirmative covenants set forth in this Agreement; and

(b) To determine the existence of a default or breach of the terms of this Agreement; and

(c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and

(d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide Transtar Machine LLC with written notice of any request for an audit and shall cooperate with Transtar Machine LLC to schedule audit activities so as to minimize disruption of Transtar Machine LLC normal business operations.

5.08 **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, TRANSTAR MACHINE LLC IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH TRANSTAR MACHINE LLC BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO TRANSTAR MACHINE LLC, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, TRANSTAR MACHINE LLC AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF TRANSTAR MACHINE LLC, OR FROM ANY BREACH ON THE PART OF TRANSTAR MACHINE LLC OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF TRANSTAR MACHINE LLC, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by Transtar Machine LLC, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Transtar Machine LLC and their duly authorized representative may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: Transtar Machine LLC
Attention: _____
471 Burl Ray Street #131
Mansfield, Texas 76063

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard St.
Dallas, Texas 75201

City: City of Duncanville
Attention: Aretha R. Ferrell-Benavides
P.O. Box 380280
Duncanville, Texas 75138-0280

DCEDC: Duncanville Community and Economic Development Corporation
Attention: Kenneth Govan
P.O. Box 380280
Duncanville, Texas 75138-0280

5.14 **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to

be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

5.19. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on November 1, 2022.

TRANSTAR MACHINE LLC

_____
By: _____
Its: Duly Authorized Representative
Date: November ____, 2022

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

_____
By: Kenneth Govan
Its: Board President
Date: November ____, 2022

CITY OF DUNCANVILLE

_____
By: Aretha R. Ferrell-Benavides
Its: City Manager
Date: November ____, 2022

Transtar Machine LLC Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized representative of Transtar Machine LLC, and that they are authorized by said to execute the foregoing instrument as the act of such Transtar Machine LLC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

City of Duncanville Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

D CONSTRUCTION SERVICES, INC
4526 Brass Way
Dallas, TX 75236 US
972-283-4444
info@dconstructionservices.com

Estimate 1112

ADDRESS	SHIP TO	DATE	TOTAL
Transtar Machine, LLC. 471 Burl Ray Rd. #131 Mansfield, TX 76063	Transtar Machine, LLC. 1155 S. Cedar Ridge Duncanville, TX 75137	08/17/2022	**$410,575.00**

ACTIVITY	QTY	RATE	AMOUNT
Sprinkler & Fire Alarm Sprinkler System & Alarm with water tap (saw cutting road and patching back as needed)	1	175,000.00	175,000.00
13 HVAC Relocate the current unit to the break room and inspection room, add 40 ton to warehouse	1	98,986.00	98,986.00
Electrical New 800 amps overhead service and new pandles	1	86,589.00	86,589.00
Demo Demo tower and back room, make wall for break room and inspection room	1	19,750.00	19,750.00
Paint Paint outside building (includes power washing & tightening loose screws) seal openings with 100% silicone caulk. Paint 3 sides one color and front will receive 1 accent color.	1	30,250.00	30,250.00
Haul Away Haul away contractor trash/debris	1	0.00	0.00

TOTAL $410,575.00

THANK YOU.

Accepted By

Accepted Date

Proposal

Page # ____ of ____ pages

AT CONSTRUCTION AND REMODELING
3007 AMBERWAY DR ARLINGTON TX 76014
817-793-8572

Proposal Submitted To: DANNY LE	Job Name: TRANSTAR MACHINE,LLC	Job #: 2001	
Address: 1155 S CEDAR RIDGE	Job Location: SAME		
DUNCANVILLE,TX 75137	Date: 9/14/2022	Date of Plans: ASAP	
Phone #: 682-553-8602	Fax #:	Architect:	

We hereby submit specifications and estimates for: FINISH OUT

Provide drawing plan and all permit with the city of Duncanville

1. Demo as need as drawing plan
2. MECHANICAL: Provide and install 40 tons A/C unit with gas heater and all duct works as drawing plan.
3. ELECTRICAL: Provide all material and labor to install 800 AMPS electric service according to the drawing plan

TOTAL

4. PLUMBING: Instal new water heater and all plumping need as drawing plan
5. FIRE SPRINKLER AND ALARM SYSTEM:
   * Build new riser room, install new fire sprinkler system as drawing plan
   *Install new alarm system for the building as drawing plan
6. BUILD: Build new inspection room and break room as drawing plan
   * Painting: paint all wall interior, painting all exterior
7. CLEAN UP:Provide dumpster and clean up as city coordinate

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

$ 438,225.00 Dollars

with payments to be made as follows: as agree in contract

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted ____

Note — this proposal may be withdrawn by us if not accepted within AT days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance ____ Signature ____

Signature ____

PROPOSAL

TNT CONSTRUCTION
5811 CHATSWORTH CT
ARLINGTON, TX 76018
(817) 714-0224

WAREHOUSE IN DUNCANVILLE
1155 S. CEDAR RIDGE
DUNCANVILLE, TX 75137
(817)795-2331

FURNISH MATERIALS AND LABOR:

A. PERMIT AND DEMOLISION.

1. DEMOLISION ALL ROOMS, WALLS, CEILING, ELECTRICAL, MECHANIAL, PLUMBING, FOR THE SPACE.
2. DRAWING THE COMPLETE FLOOR PLAN AND MEP TO FULL THE PERMIT FROM THE CITY.

B. ELECTRICAL.

1. PROVIDE MATERIALS AND LABOR TO RUN 800AMPS ELECTRICAL SERVICE FOR THE SPACE ACCORDING TO THE FLOOR PLAN DRAWN.
2. PROVIDE MATERIALS AND LABOR TO RUN ALL POWER FOR ALL EQUIPMENTS, AND ALL AC UNITS.
3. HANGING AND RUN POWER FOR ALL 2X4 LED LIGHTS FOR THE OFFICES AND SPACE ACCORDING TO THE FLOOR PLAN.

TOTAL. $90,750.00

C. PLUMBING.

1. PROVIDE LABOR AND MATERIALS TO CUT CONCRETE AND RUN DRAIN LINE, WATER LINE FOR HAND SINK AND MOP SINK ACCORDING TO THE FLOOR PLAN.
2. PROVIDE MATERIALS AND LABOR TO INSTALL 50 GALLONS GAS WATER HEATER ACCORDING TO THE FLOOR PLAN.

TOTAL. $9,000.00

D. MECHANICAL.

1. PROVIDE MATERIAL AND LABOR TO INSTALL 40 TONS OF AC UNITS WITH GAS HEATER.
2. PROVIDE MATERIALS AND LABOR TO RUN ALL SOFT DUCTS WHERE ARE NECESSARY WITH NEW AC UNITS ACCORDING TO THE FLOOR PLAN.
3. PROVIDE MATERIALS AND LABOR TO INSTALL 2 EXHAUST FAN FOR THE RESTROOM.

TOTAL $95,000.00

E. FRAMING.

1. PROVIDE MATERIAL AND LABOR FOR FRAMING ALL ROOMS, CEILING, AND WALL ACCORDING TO THE FLOOR PLAN DRAWN.

2. PROVIDE MATERIALS AND LABOR FOR THE BREAK ROOM ACCORDING TO THE FLOOR PLAN.
3. PROVIDE MATERIALS AND LABOR FOR QUALITY CONTROL ROOM.
3. TAPING BED, ORANGE PEEL TEXTURE, AND PAINT THE INTERIOR SPACE, AND REPAINT THE OUTSIDE BUILDING . (OWNER PICK OUT THE COLORS).
4. DEMO THE TOWER AND BACK ROOM
TOTAL $48,250.00

F. SPRINKLER

1. PROVIDE MATERIALS AND LABOR TO INSTALL NEW RISER ROOM AND SPRINKLER SYSTEM WITH ALARM FOR THE BUILDING ACCORDING TO THE FLOOR PLAN.
TOTAL. $170,000.00

G. CLEAN-UP.

1. PROVIDE THE DUMPSTER FOR ALL THE TRASH.
2. CLEAN UP THE SPACE.

THE TOTAL: $413,000.00
THANK YOU FOR THE BUSINESS.

TNT CONSTRUCTION,
TOMMY NGUYEN,

Proposal

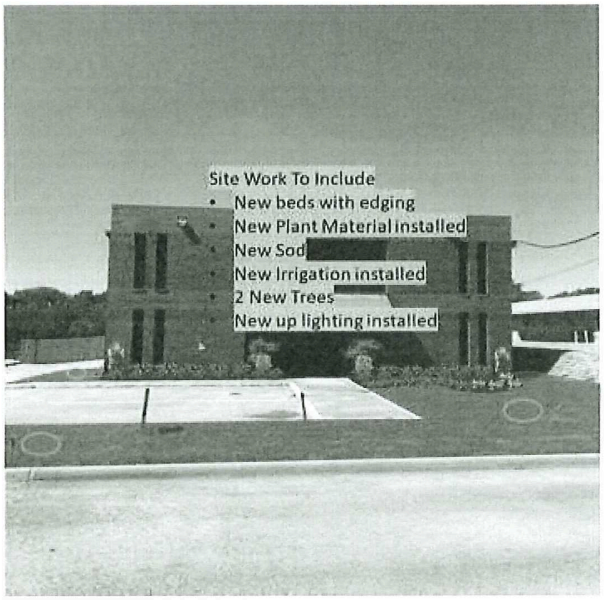
Proposal #: 6065
Date: 9/29/2022
Sales Rep: Mike Irwin

Customer:
Danny Le Transtar Machine LLC 1155 Cedar Ridge Dr. Duncanville, TX 75137

Property:
-1155 Cedar Ridge Dr. 1155 Cedar Ridge Dr. Duncanville, TX 75137

This proposal is for the landscape makeover of the front yard at 1155 Cedar Ridge. The scope of work includes:

- Removal of current beds, plant material and sod.
- New bed layout with plants, mulch and edging.
- 3 New Trees.
- 1400sf of New Sod.
- New Irrigation System with panel, double check and 5 zones.



VEGETATION REMOVAL & BED PREPARATION

Materials	Quantity	Unit
Site Mobilization & Staging - Enhancement		
Labor - Enhancement		
Sod Cutter	1.00	Day

Steel Edging Green	50.00	Lf
Top Soil	8.00	CuYd
Equipment Usage	1.00	Ea
Organic Disposal		
Delivery Fee		

VEGETATION REMOVAL & BED PREPARATION $4,650.86

PLANT INSTALLATION

Materials	Quantity	Unit
BOXWOOD green tower 5g	2.00	5 Gal
BARBERRY red (jap.) 5g	16.00	5 Gal
BOXWOOD japanese 3g	2.00	3 gal
SALVIA perennial 1g	16.00	1 Gal
SPIREA Candy Corn 3g 3gal	4.00	3 gal
LIRIOPE green 1g	8.00	1 Gal
PALM pindo 7'	2.00	Ea
TIF 419 Bermuda	155.00	SqYd
CRAPE MYRTLE 45g	1.00	Ea
Labor - Enhancement		

PLANT INSTALLATION $7,313.78

ACCENT LIGHTING

Estimate Assumes Usage Of An Existing Outdoor Receptacle To Power The Lighting Transformer

Materials	Quantity	Unit
Alliance Spot Light	4.00	Ea
12-2 Lighting Wire	100.00	Lf
Labor - Enhancement		
Transformer IT300	1.00	Ea

ACCENT LIGHTING $2,943.89

IRRIGATION INSTALLATION

Materials	Quantity	Unit
Permit Fees		
Site Mobilization - Irrigation		
Labor - Irrigation		
Weathermatic Smartline controller panel	1.00	Ea
Misc Install Materials		

IRRIGATION INSTALLATION $8,635.39

PROJECT SUBTOTAL	$23,543.92
SALES TAX	$1,942.38
PROJECT TOTAL	$25,486.30

Terms & Conditions

General

KC Landscape, LLC (KC Landscape) recommends that a 10% contingency is planned upon by the business/homeowner for unforeseen events which occur during the installation process.

Client agrees that KC Landscape may use any photos taken of the project for advertising or promotional purposes.

The above price is based on current scope of work, if the project is changed price will be adjusted.

Permits and Fees.

All permit fees and associated cost will be done on a cost-plus basis.

Warranty

All plant material will have a warranty of one year, of equal or lesser size (based on market pricing). Irrigation systems will have a one year warranty on parts (specifically including valves, double checks and controllers). Irrigation system parts excluded from this warranty include lateral lines, irrigation heads/nozzles, and connectors. All other miscellaneous hardscape and landscape materials will have a warranty of one year. Plant material that is a minimum of 1 gallon in size or larger is guaranteed for a period of one year or one-time replacement, whichever may come first. Sod is not included as plant material and is not warrantied. Plant material is not guaranteed against winter kill, flood, hail, acts of God, owner neglect, damage by others, storm damage, theft or animal damage. Any and all warranties are void if all payments are not made as required by this agreement. Any and all warranties provided, as noted above, during the term of an existing Landscape Service Agreement with KC Landscape will be immediately voided upon termination of Landscape Service Agreement.

This proposal is good for a period of up to 30 days from the date of the proposal. Proposals signed after 30 days are subject to pricing changes due to market fluctuations.

Proposed By:

By Danny Sutterfield

Danny Sutterfield

Date 9/29/2022

KC Landscape, LLC

Agreed & Accepted By:

By _____

Date _____

-1155 Cedar Ridge Dr.

Paloverde
Landscape & Lawn Services
319 Camp Creek Dr.
Arlington, Texas 76002

Phone: (817) 557-0570
Cell: (817) 832-9433
gabriel@paloverdelandscapes.com
www.paloverdelandscapes.com

Estimate

Name / Address

DANNY LE
1155 S.CEDAR RIDGE DR
DUNCANVILLE, TX 75137

Estimate No.	7703
Date	9/20/2022
Customer E-mail	danny@transtarmachine...
Customer Phone	682 553 8602

Description	Rate	Total
1). THE LANDSCAPING AND LAWN WILL BE RENOVATED AT THIS ADDRESS AS FOLLOW: THE BEDS WILL BE COMPLETELY RENOVATED EXISTING PLANTS, STUMPS AND GRAVEL WILL BE REMOVED AND DISPOSED OF. THE METAL EDGING WILL ALSO BE REMOVED AND REPLACED WITH NATURAL CHOPPED STONE TO COMPLIMENT THE COLORS ON THE BUILDING. PRO BEDDING SOIL WILL BE ADDED TO THIS NEW BEDS TO PREPARE THEM FOR PLANTING. AS NEW SHRUBBERY WE WILL INSTALL: 12 SUNSHINE LIGUSTRUM BUSHES. TWO MID SIZE BOXWOOD BUSHES. FOUR NANA NANDINAS. 6 DWARF YAUPON BUSHES. A THICK LAYER OF BLACK MULCH WILL BE APPLIED AS GROUND COVER INSIDE THIS BEDS.	6,840.00	6,840.00T

Subtotal	
Sales Tax (8.25%)	
Total	

We appreciate the opportunity to bid on your project Thank you!

ALL OF THE ABOVE WORK WILL BE PERFORMED IN A CLEAN AND PROFESSIONAL MANER.

It is understood and agreed
that Paloverde is not responsible nor liable for any loss, damage or delays by fire strikes, acts of God, delayed deliveries of goods from our suppliers or any other caused beyond our reasonable control. Prices quoted in this contract are good for thirty days from the date submitted unless otherwise approved by a Paloverde agent. It will be our responsability to locate and flag underground utilities. Owner is responsible to notify us of any underground objects such as cesspools, septic tanks, water lines, electrical conduits. Paloverde will honor their warranty as stated in this contract. However, we will not warranty abuse, misuse, or carelessness. Any and all changes from work proposed in this contract will be for a price negotiated above and beyond what is stated herein. Theft of materials after placed on the job site will be the owner's responsibility.

PAYMENT TERMS
are 50% down with signed contract and the balance paid in full upon completion of job. Any change from the payment terms must be written and signed by a Paloverde Agent.

*CHANGES OF PAYMENT TERMS:*_____

THE RETURN TO US OF ONE SIGNED COPY OF THIS PROPOSAL SHALL CONSTITUTE A CONTRACT.

Submitted by:_____ Accepted by:

WE EACCEPT DEBIT AND ALL FOUR MAJOR CREDIT CARDS.

WE ARE INSURED AND BONDED FOR YOUR PEACE OF MIND AND PROTECTION.

Paloverde
Landscape & Lawn Services
319 Camp Creek Dr.
Arlington, Texas 76002

Phone: (817) 557-0570
Cell: (817) 832-9433
gabriel@paloverdelandscapes.com
www.paloverdelandscapes.com

Estimate

Name / Address

DANNY LE
1155 S.CEDAR RIDGE DR
DUNCANVILLE, TX 75137

Estimate No.	7703
Date	9/20/2022
Customer E-mail	danny@transtarmachine...
Customer Phone	682 553 8602

Description	Rate	Total
2). THE OLD SPRINKLER SYSTEM WILL BE REMOVED AND REPLACED WITH A NEW SYSTEM TO IRRIGATE THE LAWN AT THE FRONT OF THE BUILDING, THE STRIP ON THE NORTH SIDE AND THE TWO BEDS. THIS SYSTEM WILL BE EQUIPPED WITH A FULLY AUTOMATIC / WI-FI TIMER. RAIN/ FREEZE SENSOR	5,400.00	5,400.00T
3). THE FRONT LAWN AT THIS BUILDING WILL BE COMPLETELY REDONE, THE EXISTING GRASS WILL BE REMOVED , THE GROUND WILL BE RE GRADED AND THE SOIL WILL BE PREPARED WITH SCREEN TOP SOIL /COMPOST MIX, ST AUGUSTINE SOD WILL BE INSTALLED ROLLED DOWN AND FERTILIZED, THIS WILL INCLUDED THE STRIP ON THE NORTH SIDE UP TO THE A/C UNIT.	3,870.00	3,870.00T

Subtotal	$16,110.00
Sales Tax (8.25%)	$1,329.08
Total	$17,439.08

We appreciate the opportunity to bid on your project Thank you!

ALL OF THE ABOVE WORK WILL BE PERFORMED IN A CLEAN AND PROFESSIONAL MANER.

It is understood and agreed
that Paloverde is not responsible nor liable for any loss, damage or delays by fire strikes, acts of God, delayed deliveries of goods from our suppliers or any other caused beyond our reasonable control. Prices quoted in this contract are good for thirty days from the date submitted unless otherwise approved by a Paloverde agent. It will be our responsability to locate and flag underground utilities. Owner is responsible to notify us of any underground objects such as cesspools, septic tanks, water lines, electrical conduits. Paloverde will honor their warranty as stated in this contract. However, we will not warranty abuse, misuse, or carelessness. Any and all changes from work proposed in this contract will be for a price negotiated above and beyond what is stated herein. Theft of materials after placed on the job site will be the owner's responsibility.

PAYMENT TERMS
are 50% down with signed contract and the balance paid in full upon completion of job. Any change from the payment terms must be written and signed by a Paloverde Agent.

CHANGES OF PAYMENT TERMS:_____

THE RETURN TO US OF ONE SIGNED COPY OF THIS PROPOSAL SHALL CONSTITUTE A CONTRACT.

Submitted by:_____ Accepted by: _____

WE EACCEPT DEBIT AND ALL FOUR MAJOR CREDIT CARDS.

WE ARE INSURED AND BONDED FOR YOUR PEACE OF MIND AND PROTECTION.

ESTIMATE

Date: 09/27/2022	Quote No: 1760

From	Ship To
Jt Lawn Services 631 power dr Duncanville TX 2144630101	**TRANSTAR MACHINE, LLC** 1155 S Cedar Ridge Duncanville TX 75137 682-553-8602

Item	Descriptions	Unit Price	Sub-total
Front & Side Landscape	**Layout Flower bed** **Sprinkler system** **New trees** **Replace grass** **Solar Lights** **Pest Control**		
Total			**$17,600.00**

Deposit $14,000.00 upfront

J&M PAVING

Est. Since 1962

Specializing in
Asphalt, sealcoating & concrete paving
Job types: commercial and residential
retail centers, offices, industrial complexes,
apartments, distribution centers

dallas tx 75208
Ph. 469-288-0565
Email: jmpavingcontractor.net

WO#
Proposal# 3726-9693
Job#

Submitted to

Transtar machine LLC
8174536147
1155 s cedar ridge ducanville tx 75137
danny@transtarmachine.com

Project location

1155 s cedar ridge ducanville tx 75137

Job type: Parking lot

Total Sq.ft 9740

Date: 9/20/2022

JOB PLAN BY PHASE

PROPOSAL

Option 1.

1. Will begin by demo area then have area escavated & hauled off property
2. Will add flex base as needed to area
3. Will install forms & #3 rebar with a 18" center across
4. Will pour 3,500psi concrete with a 6" depth
5. After trowel concrete is to have a final broom finish for completion

Total cost $104,000

Option 2.

1. Will begin by demo area then have area escavated & hauled off property
2. Will add flex base as needed to area
3. Will overlay area with hot type "D" asphalt
4. Asphalt is to be compacted using a 3ton roller with vibratory for finish

Total cost $48,000

Option 3.

1. Will begin by blowing off all loose debris off area
2. Will tack coat area
3. Will overlay area with hot type "D" asphalt
4. Asphalt is to be compacted using a 3ton roller with vibratory for finish

Total cost $37,000

Total days for

101 Josephine
Grand Prairie, TX 75050
(972) 721-9796 Phone • (972) 721-1755 Fax

Estimate

Estimate: **12674**
Estimate Date: 3 Oct 2022
Estimate Expires: **2 Nov 2022**
Job Name: 1155 S Cedar Ridge
Sales Rep: Brad McClendon
Sales Rep Cell: (214) 518-0064

Prepared For	SERVICE LOCATION
TRANSTAR MACHINES 1155 S Cedar Ridge Duncanville, TX 75137	1155 S Cedar Ridge Duncanville, TX 75137

Qty	Description			Price	Total
13950	Concrete Install	Square footage: Areas:	13950 1	11.14	155,403.00

Remove asphalt install concrete

1. Remove necessary dirt and related debris from job site.
2. Rework and compact base with vibratory compactor as needed.
3. Install cushion sand pad as necessary.
4. Drill and dowel vertical surfaces on adjacent concrete.
5. Install 6" of 3500 PSI concrete with #3 rebar on 18" centers.
6. Saw control joints to match existing or a maximum 15' on center and perimeter of each repair.
7. Hand trowel and broom to finish.

***Not responsible for irrigation or items buried in concrete.

Sub Tot	155,403.00
Tax	12,820.75
Total	168,223.75

101 Josephine
Grand Prairie, TX 75050
(972) 721-9796 Phone • (972) 721-1755 Fax

Estimate

Estimate: **12674**

Estimate Date: 3 Oct 2022
Estimate Expires: **2 Nov 2022**

Job Name: 1155 S Cedar Ridge
Sales Rep: Brad McClendon
Sales Rep Cell: (214) 518-0064

EXCLUSIONS, UNLESS OTHERWISE NOTED:
Damage to underground utilities or graffiti on new pavement, bonds, testing, engineering, permits, utility adjustments, landscaping, irrigation, pre-existing drainage issues or subgrade deficiencies. Work performed on weekends may incur additional charges and any alteration from the above specifications involving additional costs will be executed only upon written order.

ACCEPTANCE & PAYMENT:
The above prices, specifications and conditions are satisfactory and are hereby accepted; CI Pavement is authorized to complete the work as specified. Any invoice past due will be subject to a late fee compounded at 2% per month prorated. Major credit cards are accepted, subject to a 4% convenience fee. CI Pavement reserves the right to file a preliminary lien notices and retains all lien rights. Taxes can be waived only upon receipt of a tax exemption certificate. 3rd party charges or undisclosed invoicing/contract portal fees will be passed through and added to invoice. Different service offerings may be invoiced separately as substantial completion is attained.

Quote Accepted By: _____

PAVECON PROPOSAL PACKAGE

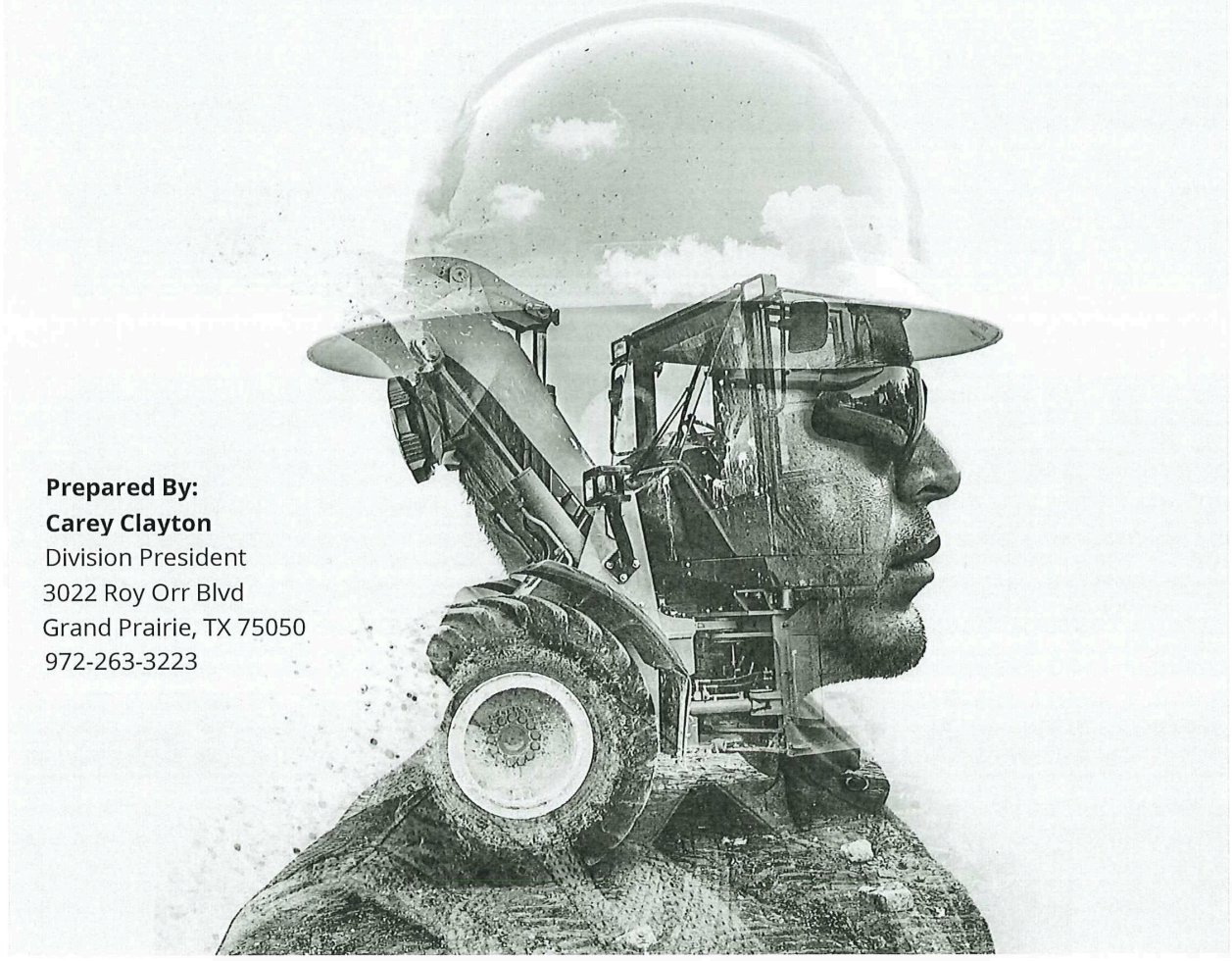
Transtar Machine, LLC - Duncanville Site Back Lot Asphalt Proposal

1155 S. Cedar Ridge Drive
Duncanville, TX

Prepared for:

Transtar Machine, LLC

Danny Le



Prepared By:
Carey Clayton
Division President
3022 Roy Orr Blvd
Grand Prairie, TX 75050
972-263-3223

PROPOSAL & CONTRACT

September 27, 2022
Transtar Machine, LLC
471 Burl Ray St, Suite #E
Mansfield, TX

Dallas Division
3022 Roy Orr Blvd
Grand Prairie, TX 75050
Office 972-263-3223

Attn: Danny Le

Re: Transtar Machine, LLC - Duncanville Site

Thank you for contacting Pavecon and allowing us to provide you with the following proposal and scope of work

Repair Type	Description	Quantity	Unit	Unit Price	Total
Asphalt	Recycled Asphalt with Cement Stabilization	14,120	SF	$ 8.80	$ 124,302.00
Other	Total Job Tax - 8.25%				$ 10,254.92
				Total Project Cost =	**$ 134,556.92**

The work is to be performed as follows: (Reference Plans or Site map as necessary)

PAVECON, Ltd. will furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at:
1155 S. Cedar Ridge Drive - Duncanville, TX

Please see following pages to view repair details, inclusions, exclusions, and our terms and conditions. Please sign below to accept this proposal.

ACCEPTED:

_____

_____

PAVECON, LTD.

Carey Clayton
Division President

PROPOSAL & CONTRACT

DESCRIPTION OF WORK:

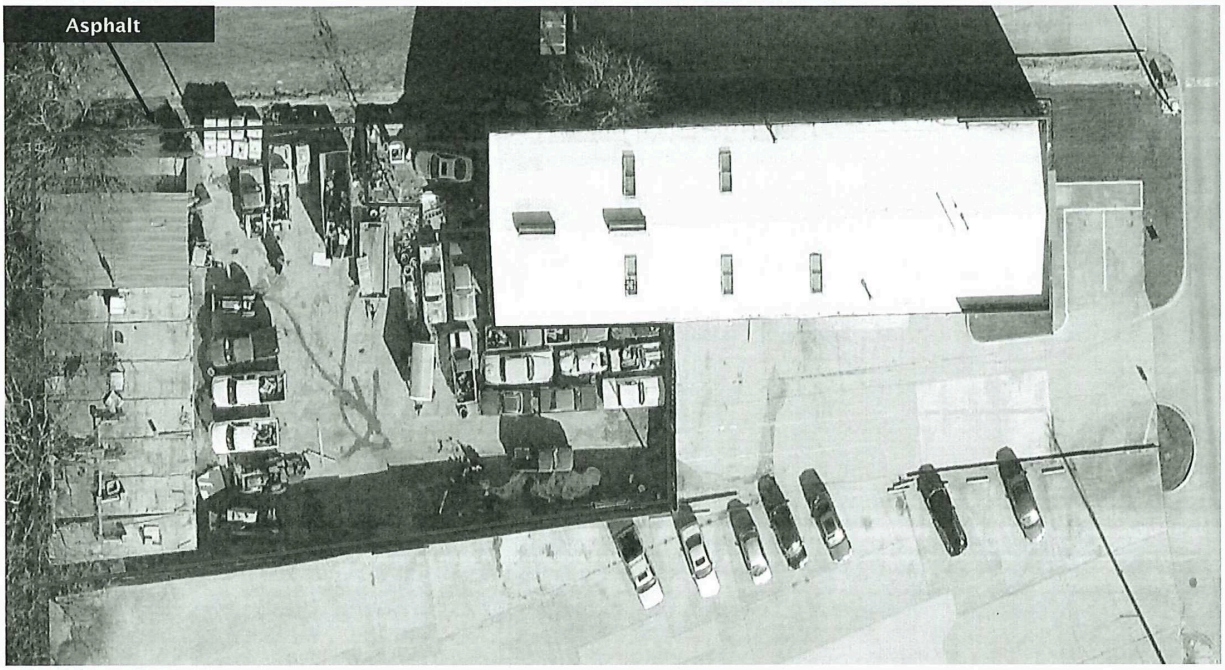
Recycled Asphalt with Cement Stabilization

Mill (pulverize) existing failed asphalt pavement and base to a depth of 12 inches. Mix with a minimum of 8% portland cement and water. Remove excess material and compact base to a minimum thickness of 8 inches. Tack edges with an asphaltic material for bonding and pave with Type "D" hot mix asphaltic concrete wearing course to achieve a compacted thickness of 4 inches.

PAVEMENT REPAIR PLAN

Transtar Machine, LLC - Duncanville Site
1155 S. Cedar Ridge Drive, Duncanville, TX

PAVECON



SUMMARY OF WORK

14,120 sf Replace Asphalt with New Stabilized Asphalt

LEGEND

- Asphalt
- Concrete
- Maintenance
- Miscellaneous

PROPOSAL & CONTRACT

PAVECON

TERMS AND CONDITIONS

1. PAVECON, Ltd., (PAVECON) will carry workmen's compensation insurance covering its employees and shall provide public liability and property damage insurance.

2. Any changes from the specifications or modifications of the terms of this contract shall be set put in writing and signed by both parties.

3. This proposal expires 30 days from the date hereof but may be accepted at any later date at the sole option of the Company.

4. By accepting this proposal, Owner agrees to indemnify and to hold PAVECON, Ltd. harmless from all claims, including its reasonable attorneys' fee incurred in defending any claim, resulting from damages to any utility line, irrigation line, private electrical, or sub structure not identified or clearly marked. Any damage to clearly marked utility lines, irrigation line, private electrical lines, or sub structures shall be the responsibility of PAVECON, Ltd.

5. Unless a lump sum price is to be paid for the foregoing work and is clearly so stated it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by PAVECON as determined upon completion of the work.

6. PAVECON shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, but not limited to failure of subgrade, including soil volume changes, or failure of inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.

7. PAVECON is not responsible for removing vehicles from repair areas. PAVECON will notify you in advance and you must make arrangements to have vehicles removed at your expense.

8. In the event all work under this contract is not completed in one operation, Company shall be paid in full for all items of work completed upon the completion thereof. Any work under this contract for which PAVECON has not received a "work order" calling for completion within one year from the date of this agreement will be subject to renegotiations of prices, or cancellation at PAVECON's option.

9. Terms of Payment - Final and complete payment for all work performed herein shall be made within 30 days of invoice date. Interest at the rate of (18) percent per annum shall be charged you and paid by you on all unpaid balances from the due date to the date of receipt of payment by PAVECON. Reasonable attorney's fees and cost of collection shall be charged you and paid by you, if incurred by PAVECON.

PROPOSAL & CONTRACT

PAVECON

INCLUSIONS AND EXCLUSIONS

INCLUSIONS:

Unit pricing prevails on all items unless otherwise noted.
PAVECON, Ltd. guarantees this work for materials and workmanship for a period of 1-year from installation, excluding unusual abuse or neglect.
Due to the ongoing cement shortage experienced by our industry; scheduling related to the purchase, acquisition, and installation of ready-mix concrete, dry portland (type I or II) cement, Pavecon cannot guarantee its material availability. Furthermore, if excessive delays in installation or acquisition of concrete related materials, potential supplier pricing may become an issue.

EXCLUSIONS:

Subgrade or Subbase remediation required in the repair area discovered during construction or through investigation by a proof-roll or any other construction activities.
Clean-up of various debris, once Owner has removed items from parking lot.
Permits, Bonds, Testing, and City Inspections.
Utility relocation/adjustment, irrigation, or landscape repair.
Back-fill walks, curbs, & islands.
Pumping, heating, or cooling of concrete.
Handrails.
All work areas must be free of materials & equipment.
Rock excavation, soil treatments, tree removal.
Demo, sawing, haul off of spoils created by others.
Pavement markings, wheel stops, signage.
Barricades and Traffic Control.
Sub grade must be fine graded ready for asphalt paving. Proof rolling and yielding to be corrected by others. This proposal excludes any additional subgrade preparation. All edges, corners and around utilities must be ready for asphalt paving.
It is agreed and understood that the Owner/General Contractor has verified all grades, tested and approved subgrade for densities and readiness for asphalt paving.
Sub grade must be +/- 0.10': Proof rolling and yielding to be corrected by others.
Corrective measures of approved sub base damaged prior to asphalt paving.
Layout edge of paving by others.
Asphaltic Prime Coat.
Reflective cracking, vegetation sterilization.
The scope of work herein will be completed in (1) trip(s). I understand additional trip(s) necessitated by obstructions, lack of preparedness, water, cars or other impediments that would inhibit the service from being completed will result in a rescheduling fee of $950.00 per trip.
Sleeves for Irrigation. Dewatering.
Erosion Control or SWPPP.
All vehicles must be removed prior to 8:00 a.m. in the scheduled section to be repaired or seal coated for that day, and to remain closed as per manufacturer's specifications & recommendations, after the pavement markings have been re-striped that section will be opened.
THIS IS A UNIT PRICE BID BASED ON PLAN QUANTITIES. IF QUANTITY DISCREPANCIES ARE NOTED, UNIT PRICE IS TO BE USED

Best Value Signs LLC

website: www.signcompanyarlington.com P: 469-793-1106 Email: sales@signcompanyarlington.com

Bill To: TRANSTAR MACHINE LLC
Address: 1155 S Cedar Ridge Dr.
Duncanville, TX 75137

Phone: 682-553-8602
Fax:
Email: danny@transtarmachine.com

Estimate #: 1301
Estimate Date: 09/30/22

Project: Monument Sign and Channel Letters

Item #	Description	Qty	Unit Price	Discount	Price
	LED Electrical Channel Letters (29.46" x 200")	1	$ 12,250.00		$ 12,250.00
	Monument Aluminum Sign (36" x 60")	1	$ 8,050.00		$ 8,050.00
	Installation (Channel Letters)	1	$ 1,300.00		$ 1,300.00
	Installation (Monument)	1	$ 2,500.00		$ 2,500.00
	Permit Fees (Channel Letters)	1	$ 500.00		$ 500.00
	Permit Fees (Monument)	1	$ 500.00		$ 500.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Invoice Subtotal	$ 25,100.00
Tax Rate	8.25%
Sales Tax	$ 2,070.75
Other	
Deposit Received	
TOTAL	$ 27,170.75

Make all checks payable to Best Value Signs LLC
Payment is due in full at time of delivery/installation/receipt.

FASTSIGNS
Make Your Statement

4901 S Hulen St
Fort Worth, TX 76132
(817) 361-7997

fastsigns.com/374

ESTIMATE
EST-52819

Payment Terms: Cash Customer

Created Date: 9/27/2022

DESCRIPTION: LED Channel Letters on Aluminum Pan

Bill To: Transtar Machine
1155 S Cedar Ridge Dr
Duncanville, TX 75137
US

Installed: Transtar Machine
Danny Le
1155 S Cedar Ridge Dr
Duncanville, TX 75137
US

Requested By: Danny Le
Email: danny@transtarmachine.com
Cell Phone: (682) 553-8602

Salesperson: Nick Blankenship

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	**LED Channel Letters on Aluminum Pan**	1	$20,275.00	$20,275.00
1.1	**Channel Letters -** **Part Qty:** 1 **Notes:** 12.5" LED Lighted Channel Letters with White Faces, Black Returns, and Black Trimcap on 2" Deep 28"x196" Red Aluminum Pan.			
2	**Window Vinyl**	1	$258.46	$258.46
2.1	**Vinyl - Cast (RTA HxW) -** **Part Qty:** 1 **Width:** 24.00" **Height:** 36.00" **Color:** White **Text:** TRANSTAR MACHINE			
3	**Installation**	1	$2,950.00	$2,950.00
3.1	**Advantage Signs Install (hour) -** **Notes:** Connect to Existing Electrical			
4	**Permit Acquisition**	1	$290.00	$290.00
4.1	**Permit Acquisitions -**			
5	**Permit (will be billed at actual cost)**	1	$215.00	$215.00
5.1	**Permit -**			

Subtotal:	$23,988.46
Taxes:	$1,961.31
Grand Total:	$25,949.77
Deposit Required:	$12,974.89

Generated On: 9/30/2022 10:17 AM

signs manufacturing™

4610 Mint Way, Dallas, TX 75236
(800)333-7137 F:(214)339-9987
www.SignsManufacturing.com

Sales Order #: **2209295323TWA** Preparation Date: **9/29/2022** Your Sales Consultant is **Tom Wright**

BILLING ADDRESS

Name: Danny Lee
Company: Transtar Machine, LL
Address: 1165 S Center Ridge Dr
City, State, Zip: Duncanville, TX 75137
PO #:
Phone #: 682-553-8602

PROJECT / SHIPPING ADDRESS

Name: SAME
Company:
Address:
City, State, Zip:
Email: Donna.henry@adventhealth.com
Phone #:

DESCRIPTION

Prepare new sign artwork including measurements, callouts, colors (if known) and a cross-section (if needed) for the customer's approval.

Fabricate a 6'-0"x8'-0" double-sided sign cabinet with a steel frame (primed and painted using our SignLux™ automotive grade paint system for maximum lifespan) and aluminum skins/retainer painted TBD.
Lighting will be internal with HO fluorescent lighting.
The sign faces will be Lexan™ (or equivalent), an extremely durable plastic (the same material used to make bullet proof glass) for exceptional durability, color will be white.

Cut vinyl (3M) will be used on the face of the sign with SolarGuard™ protective clear coating applied to maximize the durability of the graphics. 2 colors will be used, specific color TBD.

This sign will be UL or ETL Listed for installation anywhere Listing is required (anywhere in Texas).

Installation is included so that the sign is 15ft tall overall (nominal) and mounted with a single pole concrete reinforced foundation according to a stamped Texas Engineer specifications (for 120mph windloads or greater) which we will provide. Excess dirt from the excavation will be hauled off and disposed of. The color of the pole is TBD.

Permit application/preparation and inspection labor are included.

YOUR COST:*	$19,985..00
EXTENDED WARRANTY:	$599.00
ENGINEER'S DRAWING:	Additional if required
INSTALLATION:	Additional INCLUDED
ELECTRICAL HOOK-UP**:	Included with install (within 6' of sign)
TOTAL TAX:	SALES TAX
PERMITTING FEES:	Additional (at cost) if required
3rd-Party Fees**:	Additional (at cost) if required
LESS DEPOSIT:	50%
BALANCE DUE:	Before shipment, delivery or install.

*Monthly payment plans available. 3% Service Fee is charged on credit card payments.

Regulated by the Texas Department of Licensing and Regulation - P.O. Box 12157, Austin, Texas 78711 1-800-803-9202 512-463-6599 | License #TSCL 18015, TSCL 18016, TECL 17503 | www.tdlr.texas.gov

Permit Necessary? YES

CUSTOMER SIGNATURE

Proposal Valid For 7 Days

18% APR WILL BE CHARGED ON PAST DUE BALANCES
SEE TERMS & CONDITIONS (ATTACHED)

Our warranty does not apply to electric signs fed by improper wiring.
Hourly calculations also include travel to/from the job location.

STAFF REPORT

MEETING: City Council - 01 Nov 2022

TITLE:
Conduct a public hearing and adopt an ordinance regarding the request of David and Damaris Moraila, applicants and owners, to include a Specific Use Permit "SUP" for Short-Term Rental on Presidential Estates 8th Inst, Block C, Lot 19, more commonly known as 723 Katherine Court, Duncanville, Dallas County, Texas, and consider adopting an ordinance approving the SUP.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:
Comprehensive Plan
The subject property has a Future Land Use Designation of Low Density Residential. The Plan states that low density residential represents a traditional single-family detached neighborhood and includes housing and living units for people with a range of incomes and needs. Low density residential areas generally range between three and five dwelling units per acre.

The Comprehensive Plan goes on to list the following policies to guide low density areas:

- They should be protected from, but accessible to, the major roadway network, commercial establishments, and industrial areas.
- Subdivisions should be accessible to collector and arterial streets, but should directly access only local streets, creating a balanced land-use pattern across the city.
- They should not be directly accessible to major arterials and freeways without adequate buffering and access management.

This request is in conformance with the Comprehensive Plan as the proposed accessory use is for the purpose of an existing single-family residence.

Project Scope

The applicant is seeking approval to allow for the use of Short-Term rental at the subject property. The associated structure consists of a single-family residence, approximately 1,619 square feet in size. Exterior features include existing trees, an attached garage and front driveway. As of this writing, there are no active code compliance violations.

Definitions

- A Short-Term Rental is defined as A residential unit offered for rental to guests for residential purposes for a period of one (1) to thirty (30) nights. Examples include, but are not limited to, Airbnb, Vacation Rentals by Owner, HomeAway, and other brokers. Such rentals may include a shared room, a single room, or the entire dwelling unit. These uses are conducted by the homeowner or tenant, not by a hotel or other business.
- A Long-Term Rental is defined as a single-family dwelling, two-family dwelling (duplex) and townhouse, or portion thereof that is rented or offered for rent for longer than 30 days as a residence to a non-family member.
- A Boarding House is defined as a temporary or permanent residence that provides housing for four (4) or more unrelated people. Such use is not licensed by the State.
- A Bed and Breakfast is defined as generally small, owner-operated businesses providing the primary financial support of the owner. Usually, the owner lives on premises. The building's primary usage is for business. Inns advertise, appropriate taxes, and post signs. Breakfast is the only meal served and only to overnight guests. The inn may host events such as weddings, small business meetings, etc. Room numbers range from four (4) to twenty (20). Reservations may be made directly with the property.

Parking

Single-Family Parking Requirements are as follows:

- Two (2) unenclosed, paved parking spaces.

The subject property has the required parking spaces as per the Comprehensive Zoning Ordinance.

Surrounding Land Use and Zoning

The subject property is zoned SF-10 Single-Family District Residential and is surrounded by existing single-family residences zoned SF-10, Single-Family Residential.

Short-Term Rental Standards

The Planning and Zoning Commission and the City Council shall consider the following standards listed in Section 3.04 (Short-Term Rental Standards) of the Zoning Ordinance:

- The applicant must obtain a Short-Term Rental permit from the City and provide proof of ownership of the residence.
- The applicant must demonstrate to the satisfaction of the City Planner that the unit and property do not have any outstanding issues related to taxes or building, electrical, plumbing, fire, health, housing, police, planning, noise, or code enforcement provisions.
- The applicant must submit a report to the City Planner each January that indicates the following:
    - The number of nights the unit was rented as a Short-Term Rental in the previous year.
    - Proof of payment of Hotel Occupancy Tax is submitted to the City in accordance with Chapter 18 Article II of the City's Code of Ordinances and
    - Proof of current property insurance.
    - If the applicant has failed to meet one of these requirements, the City shall provide ten (10) calendar days of notice to comply.

- The City retains the right to suspend or remove a property from the registry. Once a property has been removed from the registry, the property shall not be added to the registry for at least one (1) year.
- Suspension or removal shall be at the discretion of the City Planner for reasons including, but not limited to, the following:
- The applicant has given false or misleading information during the application process.

    - There has been a violation of any of the terms, conditions, or restrictions of this subsection.
    - The applicant has failed to pay the Hotel Occupancy Tax in the timely manner; or
    - The location has received three (3) complaints from the neighboring property owners for excessive noise or traffic within a twenty-four (24) month period
- Continued operation of a Short-Term Rental following suspension or removal from the registry shall be considered a violation of this Zoning Ordinance.

Recommendation

The Planning and Zoning Commission considered the applicant's request and failed to recommend approval by a vote of 2 to 2.

POLICY EXPLANATION:

Notification

Nineteen (19) notices were sent out for this public hearing. As of this writing, four (4) responses have been received in opposition of the request and one (1) in favor. Letters will be received until Tuesday, November 1, 2022, to fulfill legal requirements for a written formal protest to City Council.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Adopt an ordinance approving the SUP.
2. Do not adopt an ordinance approving the SUP.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Legal Notice
Attachment 2 - Maps
Attachment 3 - Zoning Application
Attachment 4 - Property Survey
Attachment 5 - Floor Plan
Attachment 6 - Letter from Applicant
Attachment 7 - Letter to Owners & Responses
Attachment 8 - List of Owners
P&Z Minutes

ORDINANCE NO. 2459

Attachment 1

Advertise 1 time - By September 28

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2022-29

A public hearing will be held before City Council on Tuesday, October 10, 2022, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville for a Specific Use Permit to allow for the use of Short-Term Rental, on Presidential Estates 9th Inst, Block C, Lot 19, more commonly known as 723 Katherine Court, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary, Kristin Downs, or to Nathan Warren, Senior Planner, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Kristin Downs
City Secretary

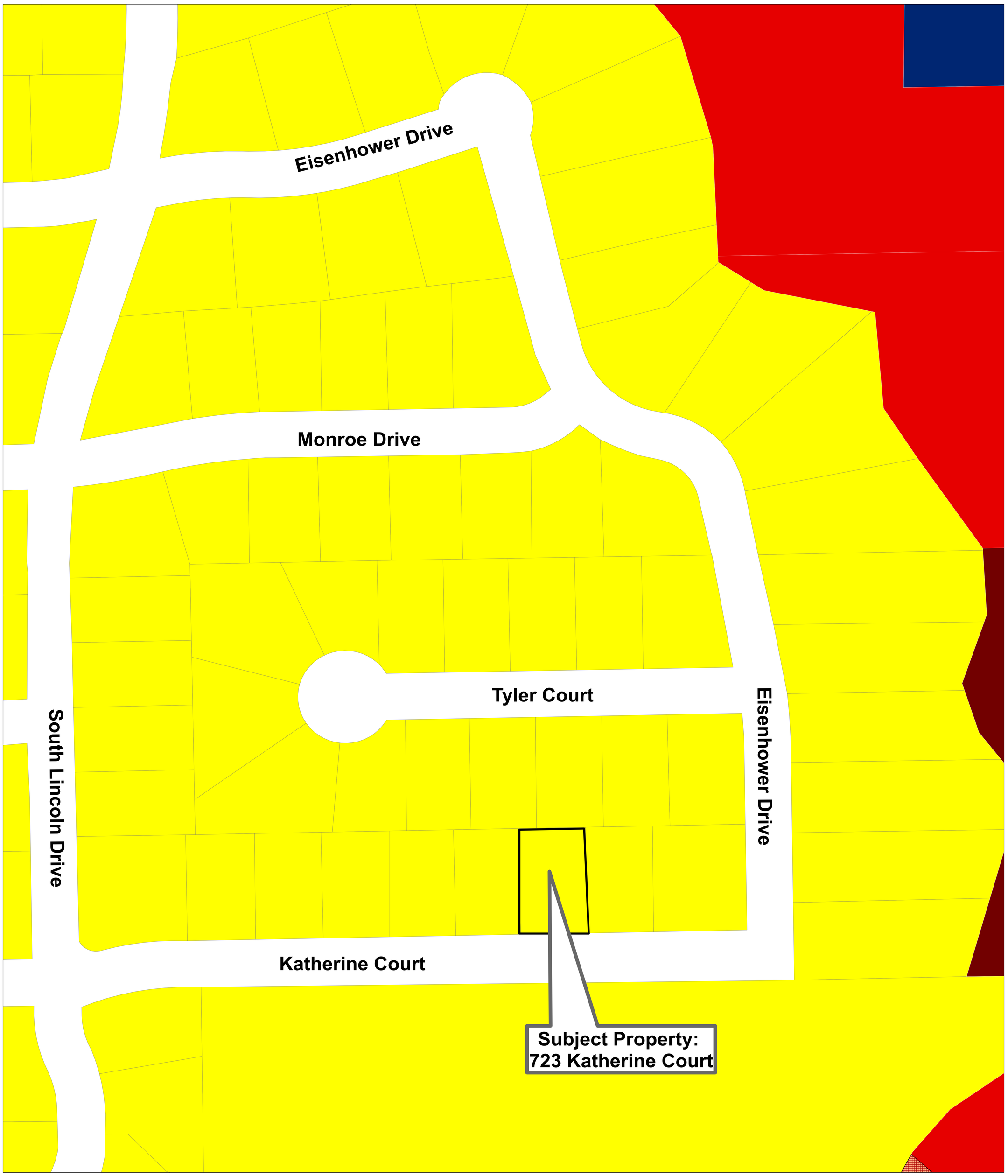
Nathan Warren,
Senior Planner

Attachment 2

Duncanville
City of Champions

SUP Request for Short-Term Rental
Case 2022-29
723 Katherine Court

N
W E
S



Duncanville
City of Champions

SUP Request for Short-Term Rental
Case 2022-29
723 Katherine Court

N
W E
S

Attachment 3

2022-29

Duncanville
City of Champions

Development Services
Planning Division
203 E. Wheatland Rd.
P.O. Box 380280
Duncanville, TX 75138
972-707-3878

ZONING CHANGE APPLICATION

Applicant/ Agent: DAVID & DAMARIS MORAILA Contact: [redacted]

☐ Engineer ☐ Architect ☐ Surveyor ☑ Owner ☐ Other

Applicant/Agent Address: 723 Katherine Ct. City: Duncanville State: TX Zip: 75137

Agent Email: [redacted] Phone: [redacted] (Fax)

Property Owner: David & Damaris Moraila Contact: [redacted]

Owner Address: 723 Katherine Ct. City: Duncanville State: TX Zip: 75137

Owner Email: [redacted] Phone: [redacted] (Fax)

REQUIRED

Property Address: 723 Katherine Ct. Duncanville, TX 75137

Legal Description of Property: Single-Family Home

Lot No. 19 Block No. C Acreage: Existing Zoning District: SF-10

REQUIRED

☐ Specific Use Permit - Commercial For:	☐ Planned Development (PD)
	☐ Amend PD Approval
X Specific Use Permit - Residential For: Short-term rental	☐ Development Plan Approval
☐ Change in Zoning From: To:	☐ Conceptual Plan Approval
	☐ Alternative Compliance Request

REQUIRED

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

- ☐ Completed application
- ☐ Application fee
- ☐ Property survey, or site plan or electronic copy of the metes and bounds legal description Microsoft word format or plat
- ☐ Written description of request (associated variance requests require justification), business statement or business plan with detailed description of proposed operation
- ☐ Electronic copies of all submittals via email

REQUIRED

RECEIVED
9.20.22

April 2022

Acknowledgments

I understand that all required information and plans must be submitted with this application or the application be deemed incomplete.

I hereby authorize the placing of a sign on subject property indicating a zoning change is under consideration.

I understand the requirements of the zoning classifications as stated in the City of Duncanville Zoning Ordinance related to this request and will comply with all necessary requirements of the City codes. I am aware that the City Council has the power to zone land as most appropriate in their wisdom, to promote the health, safety, and morals and for the protection and preservation of places of historical or cultural importance, and the general welfare of the community.

I have read and understand this application and certify that all information and attachments are true and correct. I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the request described. Applicants (or a representative) are expected to be present at all public hearings concerning this application to justify and explain their request and to answer questions posed by the City Planning and Zoning Commission and City Council.

D Morailla
Signature of Current Property Owner

09/20/2022
Date

Notarization:

BEFORE ME, Danielle N. Bean, on this day personally appeared Damaris Morailla, known to or proved to me on the oath of _____ or through Tx Driver License description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of September 20 22

(Seal)

Danielle N. Bean
Notary Public in and for the State of Texas
My Commission Expires: 08/24/2024

DANIELLE N. BEAN
Notary Public
State of Texas
ID # 132639545
Comm. Expires 08-24-2024

DigiSign Verified: 9B5DF267-E1A3-4540-AC41-D3E40145356B

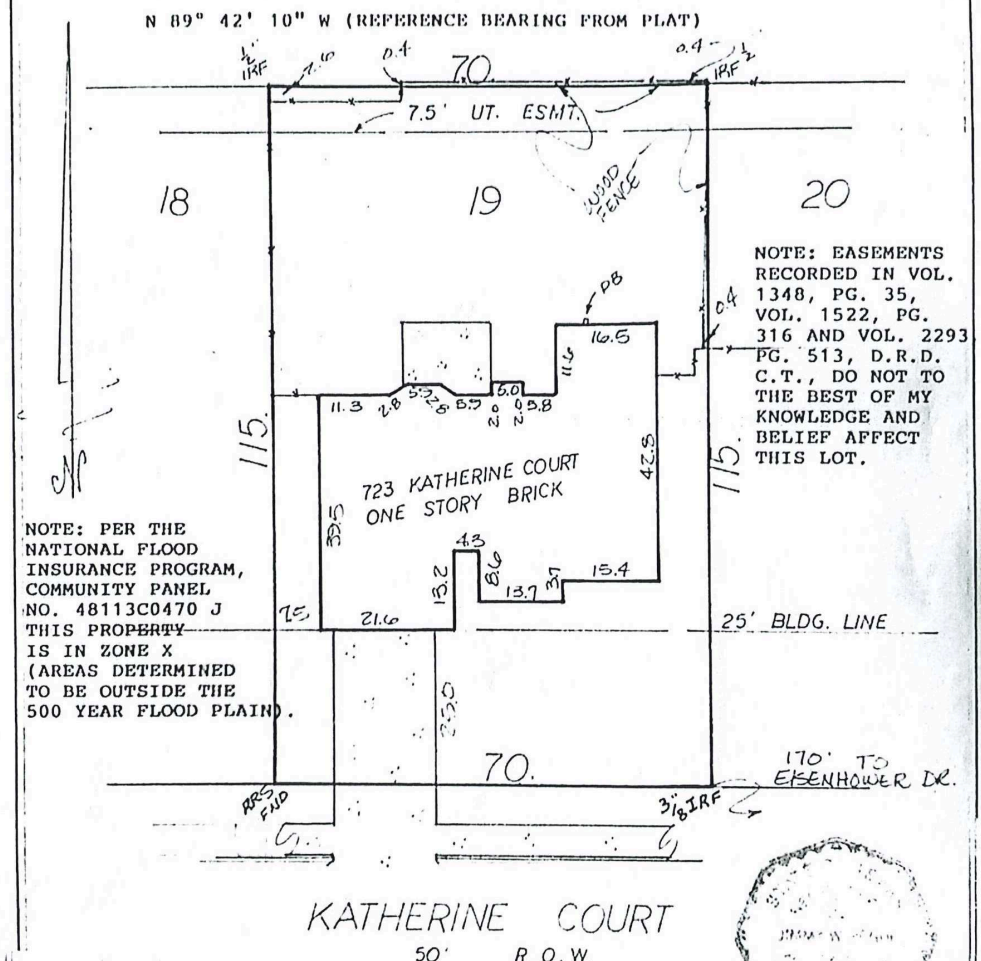
Attachment 4

JJ

SURVEY PLAT

JIMMY W. POGUE, INC.

This is to certify that I have, this date, made a careful field survey on the ground of property located at No. 723 KATHERINE COURT in the city of DUNCANVILLE, Texas Lot No. 19, IN Block No C City Block No. of EIGHTH INSTALLMENT, PRESIDENTIAL ESTATES, an addition to the City of DUNCANVILLE, DALLAS COUNTY, Texas, according to the MAP thereof recorded in VOLUME 78043, PAGE 76 OF THE MAP Records OF DALLAS County, Texas.



Sarah Pool 7/7/09

The plat hereon is a true representation of the property, as determined by on the ground survey, the lines and dimensions of said property being as indicated by the plat, the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, and that the distances from the nearest intersecting street, or road, is as shown on said plat, all corner monuments are as shown.

THERE ARE NO ENCROACHMENTS OR PROTRUSIONS, EXCEPT AS SHOWN.

Jimmy W. Pogue
PRESIDENT

Scale 1"=20'

Date 09-24-01

JOB No 37036

This survey was performed in connection with the transaction described in GF No. DU01-239201 of SAFECO LAND Title Company. Use of this survey for any other purpose or by any other parties shall be strictly prohibited as this survey is a copyright owned by Jimmy W. Pogue, Inc. and all other uses are forbidden, without prior written consent of Jimmy W. Pogue, Inc.

JIMMY W. POGUE, INC.
3510 MARVIN D. LOVE FREEWAY
DALLAS, TEXAS 75224
PHONE (214) 371-0666

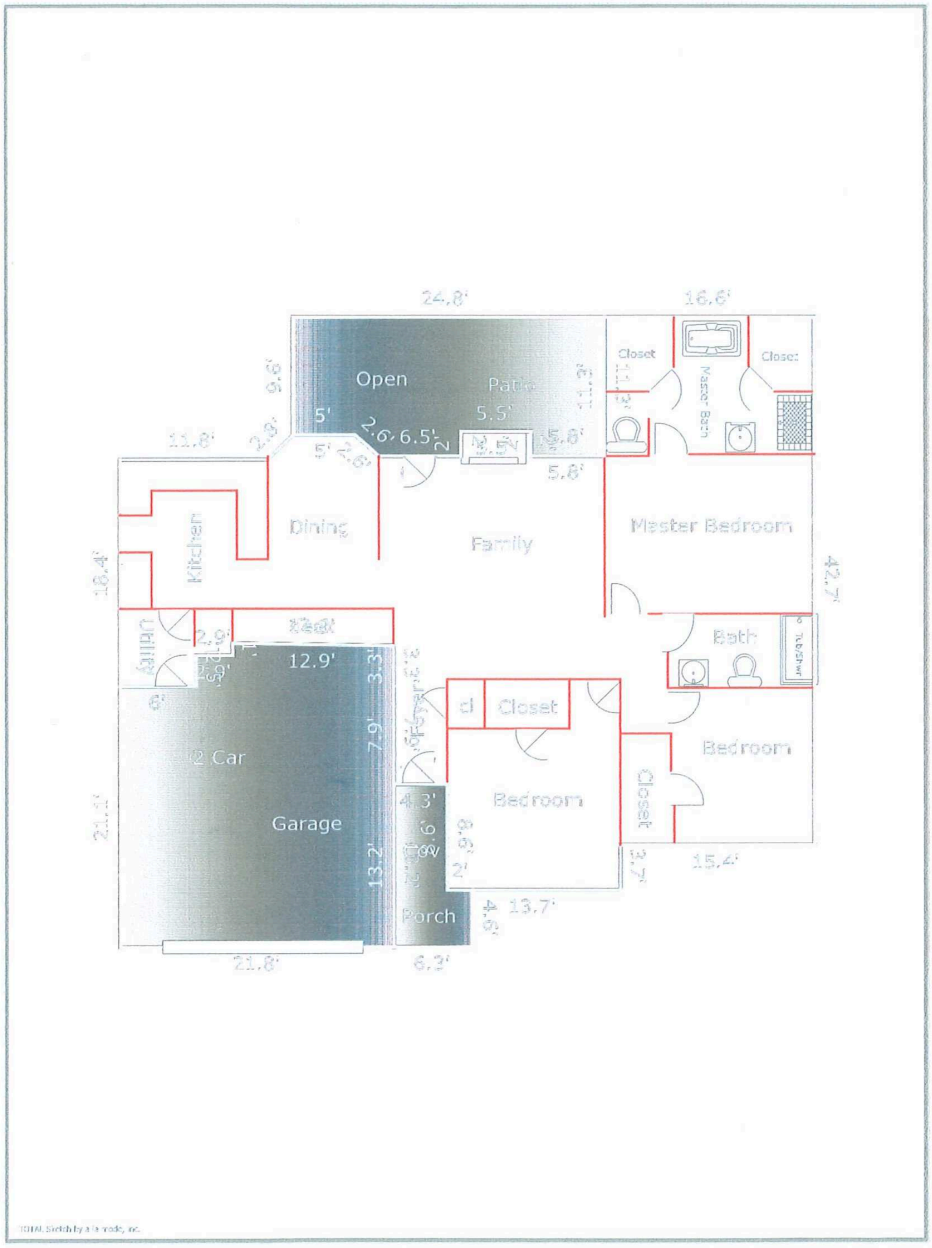
Scanned with CamScanner

Attachment 5

Building Sketch (Page - 1)

Borrower/Client	David Horatio Cruz				
Property Address	733 Katherine Ct				
City	Duncanville	County	Dallas	State TX	Zip Code 75137
Lender	SecurityNational Mortgage Company				

The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size. Interior walls on the drawing (if any) are only approximations.



Attachment 6

Thursday, September 20, 2022

To whom it may concern,

Through this letter I, Damaris Moraila, would like to request a Special Use Permit to use my home as a short-term rental. The advertising for the short-term rental will appeal to families who are in between homes due to purchasing a new home, are moving to town temporarily due to work or business activities, or need to find refuge outside of their current homes due to natural disasters.

For instance, a family sold their primary residence and needs a temporary dwelling while escrow closes on their home or their new construction home is being built. Or, travelling medical professionals or business professionals coming to town on temporary work assignments, meetings or trainings.

The advertising will not allow any large groups, parties or noise disturbances past 10pm and/or smoking on premises. Any further questions, please feel free to reach out to the property owner, David Moraila at [redacted] or Damaris Moraila at [redacted].

Warm regards,

Damaris Moraila.

Attachment 7

City of Duncanville
Planning Division
203 E. Wheatland Rd.
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878
(e) lromero@duncanville.com

September 22, 2022

Zoning File: 2022-29

Dear Property Owner:

David and Damaris Moraila, Applicants and Owners, are requesting approval of a Specific Use Permit to allow for the use of Short-Term Rental on Presidential Estates 8th Inst, Block C, Lot 19, more commonly known as 723 Katherine Court, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

The Planning and Zoning Commission will hold a public hearing on Monday, October 10, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, November 1, 2022, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by **November 1, 2022**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary, Kristin Downs, or to Nathan Warren, Senior Planner, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email lromero@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Nathan Warren

Nathan Warren
Senior Planner

Enclosures

City of Duncanville
Planning Division
203 E. Wheatland Rd.
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878
(e) lromero@duncanville.com

Septiembre 22, 2022

Archivo de zonificación: 2022-29

Estimado propietario:

David y Damaris Moraila, solicitantes y propietarios, están solicitando la aprobación de un Permiso de Uso Específico para permitir el uso de Alquiler a Corto Plazo en Presidential Estates 8th Inst, Block C, Lot 19, más comúnmente conocido como 723 Katherine Court, en la ciudad de Duncanville, condado de Dallas, Texas.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para la rezonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está rezonificando.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 10 de Octubre de 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 1 de Noviembre de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **1 de Noviembre de 2022**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretaria de la Ciudad, Kristin Downs, o a Nathan Warren, Planificador de la Cuidad, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico a lromero@duncanville.com indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Sinceramente,

Nathan Warren

Nathan Warren
Planificador de la Cuidad

Recintos

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-29 David and Damaris Moraila, Applicants and Owners, are requesting approval of a Specific Use Permit (SUP) to allow for the use of Short-Term Rental on Presidential Estates 8th Inst, Block C, Lot 19, more commonly known as 723 Katherine Court, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to allow for the use of **Short-Term Rental**.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, October 10, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, November 1, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **November 1, 2022**, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: ___

El siguiente formulario puede ser llenado y enviado por correo a:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Caso No. 2022-29 David y Damaris Moraila, Solicitantes y Propietarios, están solicitando la aprobación de un Permiso de Uso Específico (SUP) para permitir el uso de Alquiler a Corto Plazo en Presidential Estates 8th Inst, Block C, Lot 19, mas comúnmente conocido como 723 Katherine Court, en la Cuidad de Duncanville, condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre el cambio de zonificación solicitado.

NOTA: El propósito de la solicitud es permitir el uso de **Alquiler a Corto Plazo**.

Se le ha enviado este aviso ya que su propiedad está dentro del área de notificación de 200 pies de la propiedad que se solicita para un cambio de zonificación. **Su propiedad no está siendo rezonificada.**

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 10 de Octubre 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 1 de Noviembre de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **1 de Noviembre de 2022**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

_____ ***A favor*** de conceder la solicitud de *zonificación.*

_____ ***No a favor*** de otorgar la solicitud de *zonificación.*

Mis razones son las siguientes:

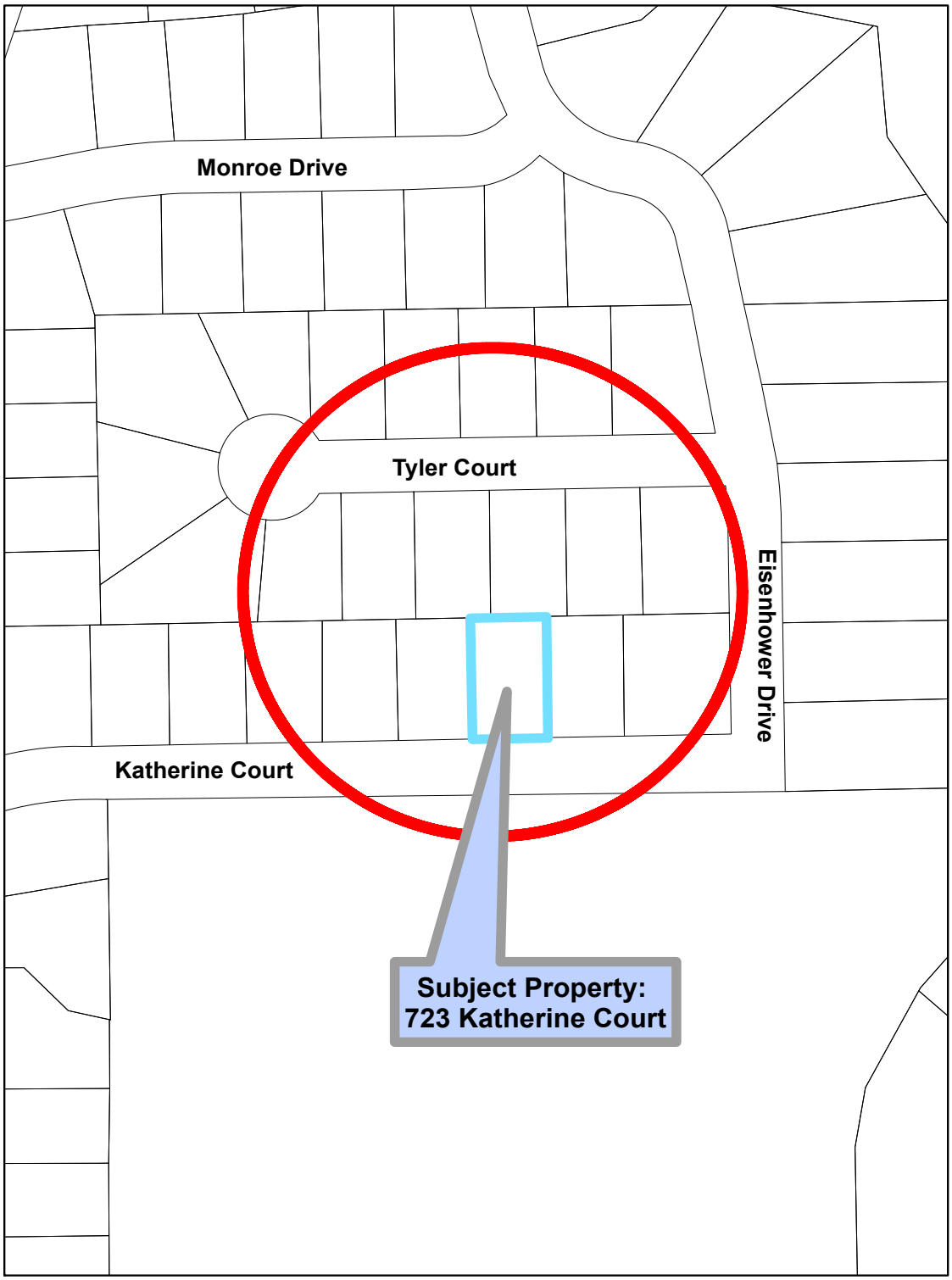
1).

2).

3).

Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: ___


Monroe Drive
Tyler Court
Eisenhower Drive
Katherine Court
Subject Property:
723 Katherine Court

From: Michelle Valadez
To: Lynette Romero
Subject: proposed rezoning-723 Katherine ct.
Date: Tuesday, September 27, 2022 7:33:36 AM

Good morning,

As a resident of Katherine ct., I am against the proposed rezoning of 723 Katherine ct.

A short-term rental would potentially bring possible illegal activity, and issues with renters that include littering, parties, illegal parking, and noise disturbances.

As permanent residents, the safety and security of our children and families should take precedence over the homeowner's wanting to make money from their home.
We have invested our money and lives into our homes and should not have to feel insecure and unsafe by the revolving door of strangers and their unknown backgrounds.
Companies like Air BNB and Vrbo do not check the background of their guests, and this could lead to an abundance of criminal activity including trafficking in our quiet neighborhood.

Please take the safety and security of the families and long-time residents of this neighborhood into consideration. This home being turned into a short-term rental is not something that we need.

Thank you

UT Southwestern
Medical Center
The future of medicine, today.

From: Mary Marsh
To: Lynette Romero
Subject: Rezoning 723 Katherine, Duncanville, TX 75137
Date: Tuesday, September 27, 2022 2:09:06 PM

I oppose the rezoning to short term rental in my neighborhood.

Thank you,
Mary Marsh
mmarsh02@att.net
972-948-0853

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-29 David and Damaris Moraila, Applicants and Owners, are requesting approval of a Specific Use Permit (SUP) to allow for the use of Short-Term Rental on Presidential Estates 8th Inst, Block C, Lot 19, more commonly known as 723 Katherine Court, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to allow for the use of **Short-Term Rental**.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, October 10, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, November 1, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **November 1, 2022**, to fulfill legal requirements for a written formal protest.

Please check one:

✓ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: BARBIE WALKER

Signature: Barbie Walker

Address: 727 KATHERINE CT. DUNCANVILLE, 75137

Date: 9/26/2022

RECEIVED
By Lynette Romero at 1:05 pm, Oct 10, 2022

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-29 David and Damaris Moraila, Applicants and Owners, are requesting approval of a Specific Use Permit (SUP) to allow for the use of Short-Term Rental on Presidential Estates 8th Inst, Block C, Lot 19, more commonly known as 723 Katherine Court, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: *The purpose of the request is to allow for the use of* **Short-Term Rental**.

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If you oppose the zoning change, however, the attached survey must be completed and returned by **November 1, 2022**, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** *of granting the zoning request.*

__✓__ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1). There will be Noise of Parties each time a Person using the house. This impact more
2). Activity on the Home and disturbance in our Neighbor
3).

Printed Name: Ladelpha Taylor

Signature: Ladelpha Taylor

Address: 726 Tyler Ct

Date: 10/10/22

From: Fernando Robledo
To: Lynette Romero
Subject: Rezoning on Katherine Ct
Date: Monday, October 10, 2022 4:33:32 PM

I am against allowing short term rentals in our neighborhood. We already have an issue with unknown people in our area. In the past people have set up camps in the woods/creek area across the street from that house. At least one neighbor had to call the police a couple of times because the people from the camp were messing with his truck.

So the short term rentals could pose a security risk and potentially decrease home values. There could also be excessive noise from parties and increased traffic.

If people are looking for short term rentals in our area then La Quinta is less than a minute away.

Fernando Robledo
911 Eisenhower Dr

RECEIVED
10. 19. 2022

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-29 David and Damaris Moraila, Applicants and Owners, are requesting approval of a Specific Use Permit (SUP) to allow for the use of Short-Term Rental on Presidential Estates 8th Inst, Block C, Lot 19, more commonly known as 723 Katherine Court, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

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If you oppose the zoning change, however, the attached survey must be completed and returned by **November 1, 2022**, to fulfill legal requirements for a written formal protest.

Please check one:

____ ***In favor*** *of granting the zoning request.*

__✓__ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1). In creased of noise & traffic

2). Possible increased weekend activity/noise

3). 3 months lease or more would be ok

Printed Name: Randall Kistler Address: 722 Tyler Ct

Signature: [signature] Date: 10/15/22

Attachment 8

MARSH MARY B
731 TYLER CT
DUNCANVILLE, TEXAS 751372626

FLORES JULIA P
727 TYLER CT
DUNCANVILLE, TEXAS 751372626

GALLEGOS CELINA
723 TYLER CT
DUNCANVILLE, TEXAS 751372626

BRAGA LUCAS GOMES & MICHELLE
719 TYLER CT
DUNCANVILLE, TEXAS 751372626

HUERTA JANET &
715 TYLER CT
DUNCANVILLE, TEXAS 751372626

TODD DALE D & PENNI L
702 TYLER CT
DUNCANVILLE, TEXAS 751372626

CASTILLO MELISSA
706 TYLER CT
DUNCANVILLE, TEXAS 751372626

ALLEN ELVIN JR &
710 TYLER CT
DUNCANVILLE, TEXAS 751372626

HICKS RONALD L
714 TYLER CT
DUNCANVILLE, TEXAS 751372626

OCHOA WILFREDO &
14339 DITTMAR DR
WHITTIER, CALIFORNIA 906031836

KEASLER STEVEN R
722 TYLER CT
DUNCANVILLE, TEXAS 751372626

TAYLOR LADELPHIA
726 TYLER CT
DUNCANVILLE, TEXAS 751372626

BAY STREET HOMES LLC
300 E MONTGOMERY ST
SAN FRANCISCO, CALIFORNIA 941041902

WALKER BARBIE
727 KATHERINE CT
DUNCANVILLE, TEXAS 751372630

CRUZ DAVID MORAILA
723 KATHERINE CT
DUNCANVILLE, TEXAS 751372630

RAMIREZ LUIS FELIPE &
719 KATHERINE CT
DUNCANVILLE, TEXAS 751372630

SAGNIBENE GIANIAN M
715 KATHERINE CT
DUNCANVILLE, TEXAS 751372630

GALVAN ARTURO
711 KATHERINE CT
DUNCANVILLE, TEXAS 751372630

RE RAM INC
PO BOX 50593
DENTON, TEXAS 762060593

19 notices

PLANNING AND ZONING COMMISSION
REGULAR MEETING
CITY HALL
203 E WHEATLAND ROAD
MONDAY, OCTOBER 10, 2022 @ 7:00 P.M.

A meeting for the Planning and Zoning Commission was held on Monday, October 10, 2022, at 7:00 p.m. with the following present:

Planning and Zoning Commission Members:

Betty Culbreath	Chair	
Elias Rodriguez	Vice-Chair	
Jana McBroom	Commissioner	
Misty Bain	Commissioner	Excused Absence
Charles Smith	Commissioner	

Staff:
Jeremy Tennant, Director of Planning and Neighborhood Services
Nathan Warren, Senior Planner
Lynette Romero, Planning Technician

Item No. 1 – Call to Order.
The meeting was called to order at 7:00 p.m. by Chair Culbreath.

Item No. 2 – Receive Public Comments.
None.

Item No. 3 – Approval of meeting minutes for the regular meeting on September 26, 2022.
Commissioner Rodriguez made a motion to approve the item as stated, Commissioner Smith seconded the motion. The vote was cast 4 for, 0 against with Commissioner Bain absent.

Item No. 4 – Conduct a public hearing (2022-29) for consideration and action regarding the request of David and Damaris Moraila, applicants, and owners, to include a Specific Use Permit "SUP" for Short-Term Rental on Presidential Estates 8th Inst, Block C, Lot 19, more commonly known as 723 Katherine Court, Duncanville, Dallas County, Texas.
Staff presented background information regarding the SUP request. The applicant and owner, Damaris Moraila, 723 Katherine Court, was present. Miss Moraila spoke in favor of her request. Chair Culbreath confirmed with Miss Moraila that she would be living at her friend's guest house while renting out her own home. Miss Moraila stated yes. Commissioner Rodriguez asked Miss Moraila how long she would be renting it as a short-term rental and how she would handle maintenance. Miss Moraila stated that her and her husband plan to rent for a few months to see how it goes, and if it goes well, they will continue to operate. She stated that her and her husband plan to maintain the house. Commissioner McBroom asked Miss Moraila what city she would be residing while renting out her home. Miss Moraila stated that she will be residing in Cedar Hill. There was one citizen that spoke in opposition of the request, Amelia Robledo of 911 Eisenhower Drive. Commissioner McBroom made a motion to close the public hearing. Commissioner Smith seconded the motion. The vote cast 4 for, 0 against with Commissioner

Unapproved

Bain absent. Commissioner Rodriguez made a comment that he is concerned about the owners living ten minutes away and he wondered if the long-term rental route would be better for the owners. Commissioner McBroom made a motion to approve the item with the addition of staff recommended provisions. Commissioner Smith seconded the motion. The vote cast 2 for, 2 against, with Commissioner Bain absent. Item did not pass.

Item No. 5 – Consider a request (2022-28) for approval of a replat by Brad Childers, applicant, representing Philip S. Nickel, Jr., owner, to replat Irwin Keasler Dev Red Bird 4, Block 15A, Lot 1, Less Row & PT of ABND Tower Crest Dr, ACS 0.886CALC, more commonly known as 700 West Camp Wisdom Road, City of Duncanville, Dallas County, Texas.
Staff presented background information. No one from the audience spoke on the request. Commissioner McBroom made a motion to approve the request for replat as seconded by Commissioner Rodriguez. The vote cast 4 for, 0 against with Commissioner Bain absent. Item passed.

Item No. 6 – Conduct a public hearing (2022-27) for consideration and action regarding the request of Ted Straub, applicant, representing Philip S. Nickel, Jr., owner to include a Planned Development/Neighborhood Office Retail district on Irwin Keasler Dev Red Bird 4, Block 15A, Lot 1, Less Row & PT of ABND Tower Crest Dr, ACS 0.886CALC, more commonly known as 700 West Camp Wisdom Road, Duncanville, Dallas County, Texas.
Staff presented background information. The applicant, Wyatt Popp, 5700 Tennyson Parkway, Suite 100, Plano, Texas 75024, was present and available for any questions. Commissioner Rodriguez asked staff about what the current zoning of the subject property is and whether the requested setback would cause any triangle visibility issues. Staff answered stating that the current zoning is Neighborhood Office Retail and that there would be no triangle visibility issues. Commissioner Smith asked if the proposed development would be a detriment to traffic with the high school being directly across. Staff stated that they do not believe traffic to be an issue. Commissioner McBroom asked if the drive-thru would allow up to ten vehicles as stated on the site plan. Staff stated yes and that it may be best for the applicant to answer the Commission's questions. Commissioner McBroom asked about the entry and exit. Mr. Popp answered stating that the entrance would be off Cedar Ridge Drive and exit via Camp Wisdom Road. Commissioner Rodriguez made a motion to close the public hearing as seconded by Commissioner Smith. The vote cast 4 for, 0 against with Commissioner Bain absent. Commissioner Rodriguez made a motion to approve the item as stated. Commissioner McBroom seconded the motion. The vote cast 4 for, 0 against with Commissioner Bain absent. Item passed.

Item No. 7 - Continue discussion pertaining to the five-year Comprehensive Plan update. Discuss incorporating new areas of interest within the area maps – Wheatland Plaza.
Staff did not have any updates currently. The Commission did not have anything to add.

Item No. 8 - Adjourn
The meeting adjourned at 7:24 p.m.

Unapproved

APPROVED:

_____
Betty Culbreath, Chair

ATTEST:

_____
Nathan Warren, Senior Planner

Unapproved

ORDINANCE NO. 2459

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING SF-10 SINGLE-FAMILY RESIDENTIAL DISTRICT TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR SHORT-TERM RENTAL ON REAL PROPERTY LOCATED ON PRESIDENTIAL ESTATES 8TH INST, BLOCK C, LOT 19, MORE COMMONLY KNOWN AS 723 KATHERINE COURT, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR SPECIAL CONDITIONS, IF ANY; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, by amending the existing SF-10 Single-Family Residential District zoning to grant a Specific Use Permit “SUP” to allow for Short-Term Rental on real property located on Presidential Estates 8th Inst, Block C, Lot 19, more commonly known as 723 Katherine Court, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit “A”, attached hereto and made a part hereof for all purposes (the “Property”).

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville and regulations under the Code of Ordinance, as heretofore amended, and subject to the following additional special conditions:

- No loud and raucous noise may be present on the property between the hours of 10:00 p.m. and 7:00 a.m.
- The owner shall comply with Short-Term Rental registration ordinance as provided in the Code of Ordinances.

- The property must continue to be in good standing by not having any outstanding issues related to taxes or code compliance provisions.
- A report must be submitted to Planning staff each January that indicates the following:
    - The number of nights the unit was rented as a Short-Term Rental in the previous year
    - Proof of payment of Hotel Occupancy Tax
    - Proof of current property insurance
- The property will be suspended or removed from the registration list for one (1) year if false or misleading information is provided, there has been a violation of the terms, conditions, or restrictions or if the Hotel Occupancy Tax has not been paid in a timely manner.
- Continued operation of a Short-Term rental without permit is a violation of this Ordinance.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this special use permit.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 1st day of November, 2022.

APPROVED:

_____
Barry L. Gordon, Mayor

ATTEST:

_____
Janie Willman, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Being all of an approximately 0.185-acre lot, tract, or parcel of land recorded as Block C, Lot 19, Presidential Estates 8th Inst, City of Duncanville, Dallas County, Texas, more commonly known as 723 Katherine Court.