

EXHIBIT "B"

ID

6758

Department:

Purchasing for Streets

Vendor Name:Nortex Concrete Lift & Stabilization *inc***Project Name:**

16137 Pavement Leveling Services - Nortex - initial contract

Work Order Number(s):**Account Number:**

0

Contract Amount:

\$632,730.00

Implementation Date:

11/16/2016

Termination Date:

10/31/2017

City Council Appr. Date:

11/15/2016

Insurer A Name:

State Farm Mutual Auto Ins

Insurer A Expiration:

7/1/2017

Insurer B Name:*Admiral Ins. Co.***Insurer B Expiration:***11/09/17***Insurer C Name:***American Home Assurance***Insurer C Expiration:***12/07/14***Insurer D Name:****Insurer D Expiration:****Insurer E Name:****Insurer E Expiration:****Return Executed Copy To:**

Purchasing Interoffice mail, Angi Mize

Department Manager Signature:*Dortheen C. Mize***Date:***November 18, 2016***City Attorney Signature:***Steph A***Date:***22 Nov 2016***City Manager/Deputy City Manager Signature:***Andrew***Date:***11.23.16***City Secretary Signature:***for Lmzy***Date:***11/23/16*

CONTRACT for SERVICES PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

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

I. PURPOSE

VENDOR shall provide pavement leveling services per bid award resulting from VENDOR'S response to RFB #16137, submitted by Gary Franklin, on August 8, 2016..

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 VENDOR'S bid to the 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 or less 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 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.

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 \$632,730.00 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within 30 day of certification or receipt of invoice, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of November 16, 2016. No new orders shall be accepted, against this Contract term, after midnight on October 31, 2017. 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 insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or 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 handicap unrelated to job performance, 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 done 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 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 and property damage coverage, in accordance with any CITY ordinance or Directive. The minimum limits for this coverage shall be \$1,000,000.00 combined single limit for liability and for property damage, unless modified in accordance with any ordinance or directive. The CITY shall be named as an additional insured under such policy and a provision shall be incorporated in the policy whereby the CITY shall be given at least thirty days prior notice of any material change in coverage or of cancellation of such policy.

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. 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.

XX. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

CITY:

Angi Mize, Sr. Buyer ~ Purchasing Division
972-237-8262 Phone ~ 972/237-8265 Fax
amize@gptx.org
City of Grand Prairie
326 W. Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045

Dane Stovall ~ Street Department
972-237-8526 Phone
dstovall@gptx.org
City of Grand Prairie
1821 S. SH 161, Grand Prairie, TX 75052

VENDOR:
Gary Franklin
817/831-1240 Phone
Baso1011@yahoo.com
Nortex Concrete Lift & Stabilization, Inc.
201 NW 26th St., Fort Worth, TX, 76164

XXI. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be 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.

XXII. 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.

XXIII. 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.

EXECUTED this the 16th day of November, 2016.

CITY OF GRAND PRAIRIE, TEXAS

By: [Signature]
Tom Cox, Deputy City Manager

**NORTEX CONCRETE LIFT &
STABILIZATION, INC.**

By: [Signature]
Printed _____
Name: Gary Franklin

ATTEST:

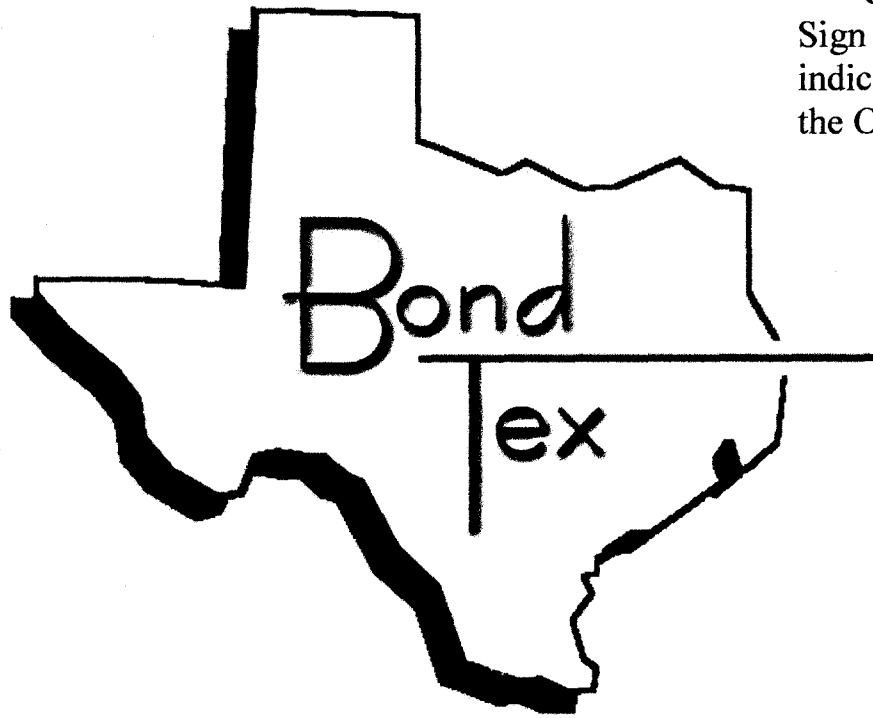
Title: GM / Secretary

for [Signature]
Cathy E. DiMaggio, City Secretary
11/23/2016

APPROVED AS TO FORM:

[Signature] ASST CITY ATT. [Signature]
Donald R. Postell, City Attorney
Stepha Aleorn

Original Bond:
Sign the bond where
indicated and forward to
the Obligee.



Serving your Insurance and Bonding Needs

BondTex Agency
147 W Main St
Azle, TX 76020

Phone:
817-747-BOND (2663)
800-998-8842

Fax:
817-747-6660

E-mail:
info@bondtexasagency.com

Website:
www.bondtexasagency.com

City of Grand Prairie
PERFORMANCE BOND

Bid 16137

Bond # 4408360

STATE OF TEXAS
COUNTY OF Tarrant

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of Six Hundred Thirty-Two Thousand Seven Hundred Thirty and no/100 Dollars (\$ 632,730.00) 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 2nd day of November, 2016, 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 1st day of September, 2016.

Nortex Concrete Lift & Stabilization, Inc.

PRINCIPAL

By: _____

Title: _____

Address: 201 NW 26th St.

Fort Worth, TX 76164

SureTec Insurance Company

SURETY

By: Rachelle Hane

Title: Attorney-In-Fact

Address: 5741 Legacy Dr., Suite 210

PLano, TX 75024

Name and address of the Resident Agent of Surety is: Steve Nelson

6835 Woodland Dr., Dallas, TX 75225

City of Grand Prairie
PAYMENT BOND

Bid 16137

STATE OF TEXAS
COUNTY OF Tarrant

Bond # 4408360

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the penal sum of Six Hundred Thirty-Two Thousand Seven Hundred Thirty and no/100 Dollars (\$ 632,730.00) 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 2nd day of November, 2016, 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 1st day of September, 2016.

Nortex Concrete Lift & Stabilization, Inc.

PRINCIPAL

By: _____

Title: _____

Address: 201 NW 26th St.

Fort Worth, TX 76164

SureTec Insurance Company

SURETY

By: Rachelle Hauer

Title: Attorney-In-Fact

Address: 5741 Legacy Dr., Suite 210

Plano, TX 75024

Name and address of the Resident Agent of Surety is: Steve Nelson

6835 Woodland Dr., Dallas, TX 75225

City of Grand Prairie
MAINTENANCE BOND

Bid 16137

Bond # 4408360

STATE OF TEXAS
COUNTY OF Tarrant

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of ~~Six Hundred Thirty-Two Thousand Seven Hundred Thirty and no/100~~ Dollars (\$ 632,730.00), 100% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 2nd day of November, 2016, to City of Grand Prairie which contract and the plans and specifications therein mentioned, adopted by the City of Grand Prairie, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

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

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

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

IN WITNESS WHEREOF, the said Nortex Concrete Lift & Stabilization, Inc. as Contractor and Principal and the said SureTec Insurance Company Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the 1st day of September, 2016.

Nortex Concrete Lift & Stabilization, Inc.

PRINCIPAL

By: _____

Title: _____

Address: 201 NW 26th St.

Fort Worth, TX 76164

SureTec Insurance Company

SURETY

By: Rachelle Hams

Title: Attorney-In-Fact

Address: 5741 Legacy Dr., Suite 210, Plano, TX 75024

Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

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

Rachelle Harris, Heath Harris

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

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

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

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

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

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

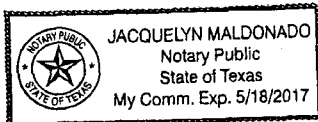
By: John Knox Jr., President

State of Texas
County of Harris

SS:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

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

Given under my hand and the seal of said Company at Houston, Texas this 1st day of September, 2016, A.D.

M. Brent Beaty, Assistant Secretary

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

Solicitation 16137

PAVEMENT LEVELING SERVICE

Bid Designation: Public



City of Grand Prairie

Bid 16137 PAVEMENT LEVELING SERVICE

Bid Number **16137**
 Bid Title **PAVEMENT LEVELING SERVICE**

Bid Start Date **Aug 5, 2016 9:32:56 AM CDT**
 Bid End Date **Aug 19, 2016 2:00:00 PM CDT**
 Question &
 Answer End Date **Aug 12, 2016 4:30:00 PM CDT**

Bid Contact **Angi Mize**
Buyer
Purchasing
972-237-8262
amize@gptx.org

Contract Duration **1 year**
 Contract Renewal **4 annual renewals**
 Prices Good for **120 days**

Bid Comments **It is the intent of this specification to obtain an annual price agreement for the purchase of pavement leveling services for the City of Grand Prairie Streets Division. These services shall include but not limited to raising and undersealing of concrete slabs, sidewalks, and pavement. This contract will begin on or after November 2, 2016.**

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262

Registration for BidSync is free for notification of bids, addendums, and other information. If your company wants the convenience to download the bid documents from BidSync's website or to bid on-line through BidSync, BidSync offers these services, for bids posted by the City of Grand Prairie, for an annual fee of \$60.00. This is not a fee charged by the City, nor does the City receive any part of this fee. If your company registers under the complimentary registration and opts out of the additional paid services from BidSync, you may email a request to the responsible Buyer for a copy of the bid documents and submit a hard copy bid directly to the Purchasing office.

Item Response Form

Item **16137-01-01 - Attachment A, Bid Sheet**
 Quantity **161000 pound**
 Unit Price **\$3.93**
 Delivery Location **City of Grand Prairie**
No Location Specified
 Qty **161000**

Description

Pavement leveling services in accordance with the attached specification.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Specification



REQUEST FOR BID RFB #16137 PAVEMENT LEVELING SERVICE

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement leveling services for the City of Grand Prairie Streets Division. These services shall include but not limited to raising and undersealing of concrete slabs, sidewalks, and pavement. This contract will begin on or after November 2, 2016.

2. SERVICE— All services shall include but not limited to the following:

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

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

Specification

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

3. TRAFFIC CONTROL

- 3.1 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>) .
- 3.2 Traffic control will be broken into the following two categories:
 - 3.2.1 Residential: The contractor will be required to provide all traffic control on residential streets as part of the unit cost.
 - 3.2.2 Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. Thoroughfare street work cannot begin prior to 8:45 am and must be clear by 4:30 pm unless prior written approval is given by city.
- 3.3 Construction signs shall not be removed from the project until approved by the city.

Specification

- 3.4 No street shall be closed except upon written authority from the city.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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.

4. CONTRACTOR QUALIFICATIONS

- 4.1 Bidder must be engaged in the business of providing pavement leveling services for a minimum of five years within the last seven years.
- 4.2 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.
- 4.3 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.

5. SAFETY REQUIREMENTS

- 5.1 The Contractor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Contractor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.
- 5.2 Vendor will provide all required safety signage, barricades, and flashers/strobes.

Specification

- 5.3 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.
- 5.4 All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.
- 5.5 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.
- 5.6 Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.
- 5.7 Vendor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, operating with one arm of a bat wing mower raised with blades exposed and spinning, 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 mowing equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

6. **WARRANTY**

A warranty of 10 years shall be required for each repair.

7. **PROCUREMENT SCHEDULE**

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Friday, August 5, 2016
Deadline for Questions	Friday, August 12, 2016
Responses to Questions	Monday, August 15, 2016
Deadline for Receipt of Bids	Friday, August 19, 2016
Council Date	Tuesday, October 11, 2016

8. **CONTACT**

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262 no later than **August 12, 2016, at 4:30 pm (CST)**. City of Grand Prairie's response to questions and requests for clarification will be posted to BidSync (www.bidsync.com) by **August 16, 2016 at 4:30 pm (CST)**.

Specification

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

Price	40%
Reputation	30%
Experience	20%
<u>Past Relationship with the City and/or other Municipalities</u>	<u>10%</u>
TOTAL	100%

10. SUBMITTAL – ITEMS TO BE SUBMITTED WITH BID

Interested parties **MUST** submit at least one hard copy in a sealed envelope or electronic copy (flash drive, CD, or through BidSync) of the following items for consideration. The submission should be in the order stated below:

- 10.1** Bid Pricing (Attachment A)
- 10.2** Questionnaire & References (Attachment B)
- 10.3** Conflict of Interest Questionnaire (Attachment C)
- 10.4** Submittal Affirmation Form (Attachment D)
- 10.5** **OR** Statement of No Response (Attachment G)

Bids must be submitted as requested above no later than the response deadline of August 19, 2016 by 2:00 p.m. to:

Angi Mize, Senior Buyer
Purchasing Division
326 W. Main Street
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.

The City reserves the right to reject any or all responses, to waive formalities, award a separate contract to separate vendors for each item/group, or to award one contract for the entire bid.

Specification

11. 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.

12. CONTRACT AWARD

Vendor selected for contract will be required to return an executed contract to the City, a certificate of insurance naming the City as an additional insured, and a notarized copy of Form 1295 Certificate of interested parties within 10 days of the notice of award.

13. BONDS**13.1 PERFORMANCE AND PAYMENT BONDS**

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

13.2 MAINTENANCE BOND

The successful bidder shall furnish a Maintenance Bond in the amount of fifty (50%) percent of the total bid price. This bond secures maintenance of the improvements by the City. It shall be executed by the CONTRACTOR as Principal and by a corporate surety such as an insurance company or a bonding company. No individual surety will be accepted. A Power of Attorney for the Attorney-in Fact who signs for the surety must be attached. All bonds shall be by a company acceptable to the City. The companies shall be adequately capitalized and is an insurance company admitted in Texas. If not an insurance company, it shall have sufficient assets bonded in Texas, as shown by affidavit, to satisfy any judgments which may be taken.

Request for Bid 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 proposal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your proposal.

General Information & References:

RESPONDENT NAME AND TITLE:	GARY FRANKLIN GM/SECRETARY
COMPANY:	NORTEX CONCRETE LIFT & STABILIZATION INC.
ADDRESS, CITY, STATE ZIP:	201 NW 26TH ST FORT WORTH TX 76164
TELEPHONE NUMBER:	817-831-1240
E-MAIL:	baso1011@yahoo.com
FEDERAL TAX ID:	20-0291992
Provide 3 References, <u>please include contact name, agency name, title, phone number and email</u> of those you have provided similar services in the past three years	
Reference 1:	
Name & Title -	DAVID MARK HODGES MANAGER OF STREETS DIVISION
Agency Name -	CITY OF MESQUITE
Phone -	972-216-6282
Email -	mhodges@cityofmesquite.com
Reference 2:	
Name & Title -	KEN PLAGGE PROJECT SUPERVISOR
Agency Name -	CITY OF PLANO PUBLIC WORKS
Phone -	972-769-4147
Email -	kenp@plano.gov
Reference 3:	
Name & Title -	GLYN STRICKLAND STREETS DIVISION SUPERVISOR
Agency Name -	LITTLE ELM
Phone -	972-377-5559
Email -	gstrickland@littleelm.org

Service Questions:

1.	How many years have you been in business?	13
2.	How many years have you been performing the type of work detailed in the specification?	13
3.	What is the total value of work you currently have under contract?	\$6.5 million
4.	What is the percentage of work that is self-performed? (approximate)	90-95%
5.	Has your firm ever failed to complete a contract?	No
6.	Has your firm ever filed for bankruptcy? If so, when?	No
7.	Please list any pending judgment claims or suits against your company and explain on an additional	

Name - CITY OF PLANO

Contract - \$ 1,932,000.00

Was the project finished on time - YES

Was the project within budget - YES

Name - CITY OF MESQUITE

Contract - \$ 200,000.00

Was the project finished on time - YES

Was the project within budget - YES

Name - CITY OF LITTLE ELM

Contract - \$ 125,000.00

Was the project finished on time - YES

Was the project within budget - YES

Name - TOWN OF FLOWER MOUND

Contract - \$ 75,000.00

Was the project finished on time - YES

Was the project within budget - YES

14. On the following page, list employees (last name only) along with their job title and number of years' experience in your line of work (add additional pages if necessary). Also list equipment, quantity and years in service.



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

Remit Payment To:
P.O. Box 4935
Fort Worth, TX 76164

NORTEX BREAKDOWN SERVICE LIST

INTERNATIONAL TRUCKS

617 North Freeway, Fort Worth TX 76164

817-336-4651

P.O.C. Jeremy

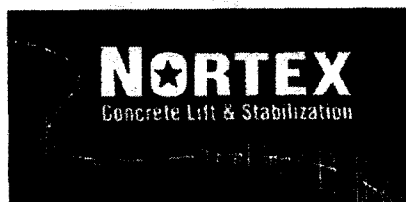
S & W POWER SYSTEMS & ENGINE SERVICE

4100 Eastern Ave, Oklahoma City OK 73129

405-677-6637

P.O.C. Sam

Most Breakdowns are handled in house with our maintenance department. Equipment failures occur out of town as well and we will typically have things fixed close to our working locations.



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

MUNICIPAL CONTRACTS

CITY OF GRAND PRAIRIE, TX ANNUAL CONTRACT

LELAND MILLER

lmiller@gptx.org

972-207-6211

2007-2016

\$125,000-\$250,000

CITY OF PLANO, TX ANNUAL CONTRACT

KEN PLAGGE

kenp@plano.gov

214-729-7326

2006-2016

\$1,932,000.00

CITY OF MESQUITE, TX ANNUAL CONTRACT

MARK HODGES

mhodes@cityofmesquite.com

972-216-6282

2013-2016

\$150,000-770,000

THE TOWN OF FLOWER MOUND, TX ANNUAL CONTRACT

RICK ADDINGTON

rick.addington@flower-mound.com

817-454-8080

2005-2016

\$75,000.-125,000

JEFFERSON PARISH, LA ANNUAL CONTRACT

DAVE MACALUSO

dmacaluso@jeffparish.net

504-481-4140

2012-2016

\$340,000

CITY OF FORT WORTH, TX

TARIQUL ISLAM

tariqul.islam@fortworthtexas.gov

817-392-2486

INTERLOCAL CONTRACT

2013-2016

\$250,000

ROWLETT, TX

ROBERT HARRIS

rharris@rowlett.com

469-853-9730

INTERLOCAL CONTRACT

2007-2016

\$125,000

LITTLE ELM, TX
GLYN STRICKLAND
ggstrickland@littleelm.org
972-377-5559

INTERLOCAL CONTRACT

2010-2016
\$150,000

ARLINGTON, TX
BILL BATEMAN
bill.bateman@arlingtontx.gov
817-903-1964

INTERLOCAL CONTRACT

2013-2016
\$50,000-\$100,000

KELLER, TX
KELLY HOWELL
khowell@cityofkeller.com
817-988-0432

INTERLOCAL CONTRACT

2012-2016
\$80,000

COPPELL, TX
KEITH MARVIN
kmarvin@coppelltx.gov
972-304-3681

INTERLOCAL CONTRACT

2010-2015
\$50,000-125,000

FARMERS BRANCH, TX
PHILLIP THOMAS
phillip.thomas@farmersbranchtx.gov
972-919-2597

INTERLOCAL CONTRACT

2005-2006
2007-2011
2014-2016
\$50,000-\$250,000

BURLESON
RAY GONZALES
rrgonzales@burlesontx.com
817-917-8409

INTERLOCAL CONTRACT

2007-2016
\$50,000

VARIOUS OTHER CITIES IN DFW

\$5,000-\$50,000



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

COMPLETED DEPT OF TRANS JOBS/ REFERENCE LIST 2010-PRESENT

<u>PROJECT</u>	<u>DATE</u>	<u>AMOUNT</u>
PRAIRIE CONTRACTORS INC OPELOUSA, LA 70571-1530 DAMIEN DOUCET 337-658-9005	MARCH 2010	\$212,933.00
KANSAS DEPT OF TRANSPORTATION BRIDGE APPROACHES DIPS JEFF WOODWARD 785-527-2520	APRIL 2010	\$387,962.00
WIREGRASS CONSTRUCTION CO 5510-A Wares Ferry Rd Montgomery AL 36117 Steve Martin 334-850-0527	MAY 2010	\$512,409.00
GIBSON ASSOCIATES 11210 RYLIECREST BALCH SPRINGS TX 75180	MAY 2010	\$154,586.00
KANSAS DEPT OF TRANSPORTATION 3200 E 45TH ST WICHITA, KS 67220 BRIDGE APPROACHES DIPS SAMMI FORD	SEPT 2010	\$52,887.00
KNIFE RIVER PO BOX 1800 WACO TX 76703 UNDERSEALING	OCT 2010	\$457,292.00
OKLAHOMA DEPT OF TRANSPORTATION POB 53448 OKLAHOMA CITY, OK 73152 FAX 405/521-3789 OFFICE 405/521-2112 CONTACT: JOHN W. MORRISON	2006-2016 STATEWIDE CONTRACT AVG. ANNUAL AMOUNT	\$1,000,000.00

OKLAHOMA TURNPIKE AUTHORITY PO BOX 11357 OKLAHOMA CITY OK 73136 CONTACT MIKE COLE	2006-2016 STATEWIDE CONTRACT AVG. ANNUAL AMOUNT	\$250,000.00
ARKANSAS HIGHWAYS AND TRANSPORTATION LITTLE ROCK, AR DIPS/BRIDGE APPROACH SLABS CONTACT BRUCE STREET 870-251-2374	2011-2015 STATEWIDE CONTRACT AVG. ANNUAL AMOUNT	\$250,000.00
TEXAS DEPT OF TRANSPORTATION NAVARRO COUNTY CONTACT GEORGE COPPACK 903-874-9313 DIPS BRIDGE APPROACHES	JUNE 2011	\$220,712.00
GILCHRIST CONSTRUCTION - LADOTD ALEXANDRIA, LA CONTACT JUSTIN GASPARD 318-715-7340 UNDERSEALING	JUNE 2011	\$166,589.00
LAFARGE CONSTRUCTION - KDOT WITCHITA, KS CONTACT DEAN BOGRIGHT 316-734-3140 BRIDGE APPROACHES	JUNE 2011	\$94,109.00
SOUTH DAKOTA DEPT OF TRANSPORTATION RAPIDS CITY, SD CONTACT JOHN GERLACH 605-394-6968 BRIDGE APPROACHES	AUG 2011	\$149,054.00
TEXAS DEPT OF TRANSPORTATION DALLAS COUNTY MAINTENANCE CONTRACT CONTACT DANNY CLANTON 972-263-1387 DIPS BRIDGE APPROACHES	2011-2013	\$2,000,000.00
KANSAS DEPT OF TRANSPORTATION AREA ONE DISTRICT IV 101 GAGE BLVD TOPEKA KS 66606 MARY FILES 785-296-3986	OCT 2011	\$419,938.00
GOOD HOPE CONTRACTING - ALDOT FORT PAYNE, AL CONTACT JOHN BROWN 256-734-7735 UNDERSEALING	JAN 2012	\$695,540.00
JEFFERSON PARISH NEW ORLEANS, LA CONTACT DAVE MACALUSO 504-481-4140 RAISING/UNDERSEALING	2012-2014 2014-2016	\$439,000.00 \$442,000.00
GOOD HOPE CONTRACTING - ALDOT FORT PAYNE, AL CONTACT JOHN BROWN 256-734-7735 UNDERSEALING	MAR 2012	\$1,800,000.00

JACKSON PAVING ALDOT FORT PAYNE ALABAMA CONTACT RON JACKSON UNDERSEALING	2012-2013	\$6,823,849.00
TEXAS DEPT OF TRANSPORTATION TARRANT CO FORT WORTH, TX CONTACT MIKE SEPEDA 817-232-3280 BRIDGE APPROACHES, DIPS	JUNE 2012	\$364,159.00
NORTH TEXAS TOLLWAY AUTHORITY DALLAS CO DALLAS, TX CONTACT ABDUL QUIDDAS BRIDGE APPROACHES	AUG 2012	\$316,450.00
KANSAS DEPT OF TRANSPORTATION AREA ONE DISTRICT IV 101 GAGE BLVD TOPEKA KS CONTACT JOAN SMITH	JAN 2013	\$281,250.00
TEXAS DEPT OF TRANSPORTATION EAST HARRIS CO HOUSTON, TX CONTACT SCOTT FISHER 713-636-7400 BRIDGE APPROACHES, DIPS	JUNE 2013	\$560,818.00
TEXAS DEPT OF TRANSPORTATION NORTH HARRIS CO HOUSTON, TX CONTACT REGINALD PHIPPS 281-319-6450 BRIDGE APPROACHES, DIPS	JULY 2013	\$513,517.00
BASS CONSTRUCTION - LADOTD BOSSIER CITY, LA CONTACT JAMES BREWER 318-548-8429 BRIDGE APPROACHES	OCT 2013	\$64,490.00
TEXAS DEPT OF TRANSPORTATION TARRANT CO FORT WORTH, TX CONTACT RALPH GARZA 817-370-6500 DIPS	JAN 2014	\$72,300.00
TEXAS DEPT OF TRANSPORTATION DALLAS CO. CONTACT MICHEAL CHAVEZ 972-235-3314 DIPS HWY 161	MARCH 2014	\$159,000.00
PROGRESSIVE CONST. - LADOTD SHREVEPORT, LA CONTACT ROBERT BIRDWELL 318-446-2069 BRIDGE APPROACHES	MARCH 2014	\$81,366.00
KANSAS DEPT OF TRANSPORTATION DISTRICT 1 TOPEKA, KS CONTACT NATHAN ANSTEY 620-342-5402 BRIDGE APPROACHES, DIPS	MAY 2014	\$431,250.00

FORBY CONTRACTING - LADOTD ALEXANDRIA, LA BRIDGE APPROACHES/DIPS CONTACT RANDY RIMER 320-385-0042	JUNE 2014	\$217,303.00
ROY JORGENSEN ASSOCIATES DALLAS CO CONTACT JIMMIE MILES 469-475-9579 DIPS HWY 161 - FRONTAGE ROAD	JULY 2014	\$300,000.00
TEXAS DEPT OF TRANSPORTATION ORANGE CO BRIDGE APPROACH SLABS CONTACT WILLIE CELENSTINE SR 409-924-6525	SEPT 2014	\$409,197.00
DBI SERVICES HILL CO DIPS CONTACT JON-DAVID JENKINS 254-848-4139	NOV 2014	\$60,909.00
TEXAS DEPT OF TRANSPORTATION HARRIS CO BRIDGE APPROACH SLABS/DIPS/UNDERSEALING CONTACT PAUL ELEY 281-536-3129	JAN 2015 - JUNE 2015	\$5,385,343.00
TEXAS DEPT OF TRANSPORTATION DALLAS CO DIPS AND UNDERSEALING CONTACT MICHAEL THOMAS 972-235-3314	AUG 2015	\$339,589.00
CTRMA (AUSTIN, TX TOLLWAY AUTHORITY) HWY 290 BRIDGE APPROACH SLABS/DIPS CONTACT MICHELLE STRACENER 512-342-3239	SEPT 2015	\$112,387.00
OK DEPT OF TRANSPORTATION VARIOUS DISTRICTS BRIDGE APPROACH SLABS/DIPS/UNDERSEALING CONTACT VARIES	OCT 2015	\$368,878.00
TEXAS DEPT OF TRANSPORTATION MCCLENNON CO BRIDGE APPROACH SLABS CONTACT BRUCE JOHNSON 254-230-7296	JAN 2016	\$108,755.00
OKLAHOMA TURNPIKE AUTHORITY H.E. BAILEY TURNPIKE DIPS AND UNDERSEALING CONTACT KEVIN SIMPSON	APRIL 2016	\$169,688.00
ARKANSAS HIGHWAYS DEPARTMENT VARIOUS DISTRICTS BRIDGE APPROACH SLABS/DIPS/UNDERSEALING CONTACT VARIES	APRIL 2016	\$181,801.00

TJ CAMPBELL CONSTRUCTION
ODOT- DISTRICT #4
BRIDGE APPROACHES/JOINT SEALING
CONTACT: ADAM HODGES 405-620-1831

MAY 2016

\$127,810.00

TEXAS DEPT OF TRANSPORTATION
MONTGOMERY CO
BRIDGE APPROACH SLABS/DIPS
CONTACT: TBD

JUNE 2016-PENDING

\$766,000.00

Name -
Phone -
Email -

Contract - \$
Yrs. Contracted -
Name -
Phone -
Email -

12. Describe how you meet or exceed the minimum qualifications in the specification.

See Attached

13. Describe the experience in providing similar services within the last 2 years:

Name - CITY OF GRAND PRAIRIE

Contract - \$ 250,000.00

Was the project finished on time - YES

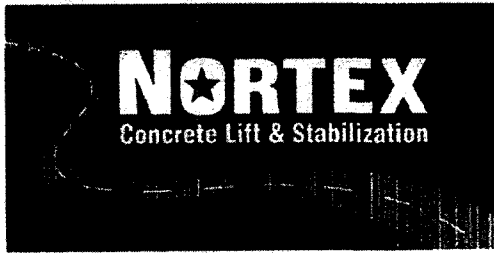
Was the project within budget - YES

Name - CITY OF FORT WORTH

Contract - \$ 250,000.00

Was the project finished on time - YES

Was the project within budget - YES



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

Remit Payment To:
P.O. Box 4935
Fort Worth, TX 76164

Exceeding Minimum Requirements

Size of fleet; we run 7 crews on a day to day basis, with 8 possible in busy cases allowing us to keep up with heavy workloads and not fall behind on projects. Also allows us to be flexible, can typically respond to emergency repairs or "hot spots" within 24-hour notice.

Traffic control; we have 5 arrow boards and enough signs and delineators to run multiple closures at any given time all over DFW. Again allowing quick response to making necessary repairs.

Traffic control certification; as a company we have 11 people certified as a Traffic Control Supervisor through ATSSA. Proper training and experience on the roadways to maintain the safest work zones possible.

Experience; wide range of infrastructure projects both large and small over the years. This experience is of great value to the city when making decisions on what applications will be successful and when there may be a better idea, as well as knowing the quality of work will be up to par.

Familiarity; we have been working under this contract for the previous 10 years and crews and inspectors have been working with each other a long time, and know what is expected.

Quality of material; for years we have used a higher quality material than specs called for allowing us to use less material to get the job done. Over a 10 year period the savings for the city is in the 10's of thousand if not 100's.

Warranty; we have always honored our 10 year warranty without any fighting or pushback.

Reputation; we have a strong reputation around the DFW area for work quality and working well and expeditiously with public works departments to get the job done.

Outstanding safety record, customer service record, and financial standing.

LIST OF EMPLOYEES

Employee Last Name	Job Title	Years of Experience
See Attached		

LIST OF MACHINERY AND EQUIPMENT

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the Bidder submitting this bid. It is important to state quantity and specifications of equipment available. **Example: (2 each Walker automatic paint spray machines).**

Equipment/Machinery	Years in Service	Qty
See Attached		

NORTEX LIST OF EMPLOYEES

EMPLOYEE LAST NAME	JOB TITLE	EXPERIENCE
FRANKLIN	VICE PRESIDENT	13
FRANKLIN	SECRETARY/GM	13
DEROSA	ASST GM	8
LINCOLN	PROJECT MANAGER	12
SIMPSON	PROJECT MANAGER	5
HOBSON	HEAD MECHANIC	4
BROWN	MECHANIC	8
WILBUR	TRUCK BOSS	12
CHAVEZ	TRUCK BOSS	10
SAVARY	TRUCK BOSS	10
JUAREZ	TRUCK BOSS	8
KLUGE	TRUCK BOSS	6
WALTON	TRUCK BOSS	6
TOLBERT	TRUCK BOSS	6
STEIRWALT	TRUCK BOSS	6
LYON	TECHNICIAN	5
LORD	TECHNICIAN	3
YOUNG	TECHNICIAN	3
TEEL	TECHNICIAN	3
PALACIOS	TECHNICIAN	2
MORA	TECHNICIAN	1
ALLUMNS	TECHNICIAN	1
BUITRON	TECHNICIAN	1
FLORES	TECHNICIAN	<1
ROBBINS	TECHNICIAN TRAINING	<1
SMITH	TECHNICIAN TRAINING	<1
CRONK	TECHNICIAN TRAINING	<1

NORTEX EQUIPMENT LIST
OWNED

QTY	DESCRIPTION & CAPACITY	AGE OF ITEMS	PURCHASE PRICE
1	2005 FORD F-450 TRUCK	10	\$40,581.25
1	1988 CHEVROLET 1 TON TRUCK	27	\$1,500.00
1	1995 WELLS FARGO TRAILER	20	\$10,500.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$17,484.00
1	DIESEL GENERATOR 100KW	12	\$13,893.31
1	AIR COMPRESSOR	12	\$405.00
2	HILTI EQUIP DRILLS	12	\$7,000.00
16	HILTI EQUIP DRILLS	NEW	RENTAL 3 YR
10	HILTI LASER	NEW	RENTAL 3 YR
2	TRANSFER PUMPS	12	\$2,081.00
4	E-Z DRILLS	12	\$26,280.00
1	DIESEL GENERATOR	12	\$13,893.31
1	INTERNATIONAL DIESEL TRUCK 2006	9	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2006	9	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2006	9	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2006	9	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2010	5	\$83,909.00
1	INTERNATIONAL DIESEL TRUCK 2010	5	\$83,909.00
1	INTERNATIONAL DIESEL TRUCK 2013	3	\$73,000.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$16,000.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$6,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$15,600.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$8,000.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$13,500.00
1	TARGET PRO 66 CONCRETE SAW	10	\$15,000.00
1	CONCRETE SAW TRAILER	8	\$3,100.00
1	2006 FORD F-550 TRUCK	9	\$44,483.32
1	DIESEL GENERATOR 100KW	10	\$15,802.06
1	DIESEL GENERATOR 40KW	10	\$10,708.76
4	GRACO TRANSFER PUMPS	9	\$3,600.00
1	INTERNATIONAL DIESEL BOBTAIL TRUCK	9	\$58,729.00
1	H20/35 PLOYURETHANE FOAM MACHINE	10	\$14,400.00
1	H20/35 PLOYURETHANE FOAM MACHINE	10	\$14,400.00
1	AIR COMPRESSOR	9	\$405.00
1	AIR COMPRESSOR	9	\$405.00
1	TARGET PRO 66 CONCRETE SAW	9	\$15,500.00

NORTEX EQUIPMENT LIST
OWNED

1	CONCRETE SAW TRAILER	12	\$3,100.00
1	HELI 5K FORKLIFT	15	\$10,000.00
1	ARROWBOARD	10	\$1,400.00
1	ARROWBOARD	10	\$3,200.00
1	ARROWBOARD	10	\$1,200.00
1	ARROWBOARD	7	\$2,700.00
1	ARROWBOARD	7	\$2,700.00
1	DIESEL GENERATOR 100KW	8	\$15,907.64
1	DIESEL GENERATOR 100KW	8	\$15,802.06
1	AIR COMPRESSOR INGERSOLL RAND	11	\$6,440.00
1	AIR COMPRESSOR INGERSOLL RAND	11	\$6,440.00
1	2001 DODGE PICKUP	14	\$4,000.00
1	2000 CHEVY PICKUP	15	\$3,000.00
1	2002 INGERSOLL RAND 375 COMPRESSOR	13	\$11,500.00
1	EZ DRILL G3 GANG DRILL 2007	9	\$36,000.00
1	EZ DRILL G3 GANG DRILL 2012	4	\$33,500.00
1	FOAM TRAILER RIG 2008	7	\$15,000.00
16	GM006A2R21-5 FLOW METERS	5	\$28,800.00
TOTALS			\$1,174,244.39

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY
1	Name of vendor who has a business relationship with local governmental entity.	
	N/A	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	<p>Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">N/A Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p style="text-align: center;">N/A</p>	
4	Signature of vendor doing business with the governmental entity	Date

**CITY OF GRAND PRAIRIE
SUBMITTAL AFFIRMATION FORM**

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items as specified in section 10 and receipt of the following addenda which are part of the Solicitation Documents:

☒ All items identified in section 10 have been submitted

☒ Addendum No. 1, , , ,

INTERLOCAL PURCHASING

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes ☒

No ☐

OTHER CONDITIONS

The undersigned agrees to the following:

- A. Agrees that the submittal is complete and all required information/forms were submitted.
- B. Agrees that the bid package was fully reviewed and fully understands the requirements.
- C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.
- D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
- E. Will supply all required insurance, and execute contract within the time stated on the notice of award.
- F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

SUBMITTAL CERTIFICATION

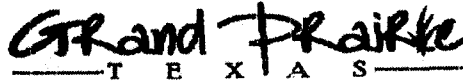
BY MY SIGNATURE I AFFIRM THAT I AM DULY AUTHORIZED TO EXECUTE THIS PROPOSAL AS AN OFFER TO CONTRACT AND IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED FIRM HAVING EXAMINED THE SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS A PROPOSAL FOR CONSIDERATION OF BEING SELECTED AS THE CITY'S PROVIDER FOR SAID SERVICES; AND AGREES TO ENTER INTO NEGOTIATIONS IF SELECTED AS A FINALIST FOR SAID SERVICES.


Authorized Signature

GM/SECRETARY
Title

GARY FRANKLIN
Print/Type Name

AUGUST 16, 2016
Date



**ADDENDUM #1
RFB # 16137
PAVEMENT LEVELING SERVICES**

August 15, 2016

1. Revised paragraphs 3.2.2 remove the following sentence in its entirety; price for traffic control will be included in your price per pound.

Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract.

2. Please see attached Revised Standard Terms; added paragraph 30 for Stormwater requirements.
3. Please see attached Q&A.

Angi Mize
Sr. Buyer
(972) 237-8262

G.F.
8/17/16

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. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
5. **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.
6. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
7. **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.
8. **ASSIGNMENT:** Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the City.
9. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
10. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.

Standard Terms

Attachment E

11. **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.
12. **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.
13. **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.
14. **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.
15. **F.O.B.:** All shipping shall be F.O.B. delivered.
16. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

Standard Terms

Attachment E

17. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

Standard Terms

Attachment E

24. **ORDERS AND INVOICING:** A Purchase Order Number is required for all purchases. All invoices must be clearly marked with Purchase Order Number in order to be processed. Separate invoices will be required for each individual order and shall be mailed to PO Box 534045, Grand Prairie, TX 75053. As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. DO NOT INCLUDE TAXES in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request.
25. **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.
26. **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.
27. **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.
28. **ADDENDA:** Any interpretations, corrections, or changes to this solicitation will be made by the City of Grand Prairie through a written addendum.
29. **PRICE REDETERMINATION:** A price re-determination for the increase in cost for goods or services shall be considered by the City of Grand Prairie only at contract renewals. Requests for price re-determination shall be substantiated in writing and provided to the City no less than 30 days prior to contract renewal. The City reserves the right to negotiate with the vendor on any price re-determination requests and to reject any price re-determination requests that are deemed as not in the best interest of the City.

Insurance

Attachment F

INSURANCE and INDEMNITYInsurance

The bidder, acting as an independent contractor, must provide the following insurance, which must be kept in force during the term of the contract. Performance under the contract will not start until this obligation has been met.

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	\$1,000,000
3. Comprehensive General Liability Premises Operations Products Operations Hazard Contractual Insurance	\$1,000,000 (Combined Single Limit)
4. Comprehensive Automobile Liability	\$1,000,000 (Combined Single Limit)

The successful contractor must provide insurance certificates satisfactory to the city of Grand Prairie within ten (10) working days after notification of award. Generally with a carrier authorized to do business in Texas and rated "A" or better in the current Best Key Rating Guide. Failure to supply such insurance shall be a breach of the contract. 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.

Thirty (30) days prior written notice to the city of cancellation or material change endorsement shall be attached to all policies.

Insurance certificate to be submitted to: Purchasing Division, P.O. Box 534045, Grand Prairie, Texas 75053-4045. Bid number shall be included on certificate.

Indemnity

The successful contractor shall defend, indemnify and save harmless the city of Grand Prairie and all its officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the city of Grand Prairie and participating entities growing out of such injury or damages.



STATEMENT OF NO RESPONSE

RFB #16137

BID NAME

The City of Grand Prairie is very appreciative of the time and effort you expend in preparing and submitting qualifications to the city. If you are not submitting a response, please complete and return this form.

We, the undersigned, have declined to submit for the following reason(s):

- ☐ Specification too "tight", i.e. geared toward one firm only *(please explain reasons below)*
- ☐ Specification unclear. *(Please explain below)*
- ☐ Insufficient time to respond
- ☐ We do not offer the services(s) requested
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet requirements
- ☐ Job too large
- ☐ Job too small
- ☐ Cannot provide required insurance or bonding (if required)
- ☐ Do not wish to do business with the City of Grand Prairie. *(Please explain below)*
- ☐ Other *(Please explain below)*

REMARKS:

--

Company Name: Contact:

Phone: Email:

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ 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 _____ Dollars (\$_____) 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 _____ day of _____, 2_____, 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 _____ day of _____, 2_____.

PRINCIPAL_____
SURETY

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Name and address of the Resident Agent of Surety is: _____

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ 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 _____ Dollars (\$ _____) 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 _____ day of _____, 2_____, 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 _____ day of _____, 2_____.

PRINCIPAL

By: _____

Title: _____

Address: _____

SURETY

By: _____

Title: _____

Address: _____

Name and address of the Resident Agent of Surety is: _____

City of Grand Prairie
MAINTENANCE BOND

Bid 16137

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of _____ Dollars (\$ _____), 100% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 2_____, to _____ which contract and the plans and specifications therein mentioned, adopted by the City of Grand Prairie, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

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

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

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

IN WITNESS WHEREOF, the said _____ as Contractor and Principal and the said _____, Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the _____ day of _____, 2_____.

PRINCIPAL

By: _____

Title: _____

Address: _____

SURETY

By: _____

Title: _____

Address: _____

Attorney-in-Fact

Question and Answers for Bid #16137 - PAVEMENT LEVELING SERVICE

Overall Bid Questions

There are no questions associated with this bid.

<b style="font-size: 1.2em;">CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/01/2016											
PRODUCER HALEY CARTER STATE FARM 328 W MAIN ST., STE 1 AZLE, TX 76020		THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.											
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> </div> <div style="width: 60%;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: State Farm Mutual Auto Insurance Company 25178</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table> </div> </div>			INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Mutual Auto Insurance Company 25178		INSURER B:		INSURER C:		INSURER D:		INSURER E:
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: State Farm Mutual Auto Insurance Company 25178													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
INSURED NORTEX CONCRETE LIFT & STABILIZATION, INC. 201 NW 26TH ST FORT WORTH, TX 76164													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	96 0737-A01-43	07/01/16	07/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 60%;">WC STATUTORY LIMITS</th> <th style="width: 40%;">OTHER</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS City of Grand Prairie is listed as additional insured with waiver of subrogation
--

CERTIFICATE HOLDER City of Grand Prairie Purchasing Department PO Box 534045 Grand Prairie, TX 75053-4045	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE JUDY BUTLER, SSA
---	--

IMPORTANT

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

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

DISCLAIMER

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

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:
2016-139009

Date Filed:
11/21/2016

Date Acknowledged:

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

Nortex Concrete Lift & Stabilization
Fort Worth, 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

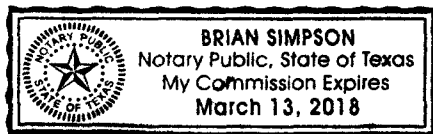
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB 16137
PAVEMENT LEVELING SERVICE

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

5 Check only if there is NO Interested Party.**6 AFFIDAVIT**

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



Gary Franklin
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gary Franklin, this the 21st day of November, 2016, to certify which, witness my hand and seal of office.

Brian Simpson
Signature of officer administering oath

Brian Simpson
Printed name of officer administering oath

Texas Notary
Title of officer administering oath



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2016

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 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 BondTex Agency 147 W. Main St Azle TX 76020		CONTACT NAME: Rachelle Harris PHONE (A/C, No, Ext): (817) 747-2663 E-MAIL ADDRESS: rharris@bondtexagency.com FAX (A/C, No):	
INSURED Nortex Concrete Lift & Stabilization, Inc 201 NW.26th St Fort Worth TX 76164		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company INSURER B: American Home Assurance-AIG INSURER C: 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	CA000017138-05	11/09/2016	11/09/2017
						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	GX000000186-01	11/09/2016	11/09/2017
						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
						EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	9674583-13	12/07/2015	12/07/2016
						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER City of Grand Prairie Purchasing Division PO Box 534045 Grand Prairie, TX 75035	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 Rachelle Harris
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