



City of Sachse, Texas

Sachse City Hall
3815-B Sachse Road
Sachse, Texas 75048

Meeting Agenda City Council

Monday, January 18, 2016

7:30 PM

Council Chambers

The Mayor and Sachse City Council request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond or to conduct a phone conversation.

The City Council of the City of Sachse will hold a Regular Meeting on Monday, January 18, 2016, at 7:30 p.m. in the Council Chambers at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

Invocation and Pledges of Allegiance to U.S. and Texas Flags.

A. Pledge of Allegiance to the Flag of the United States of America: I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands: one nation under God, indivisible, with liberty and justice for all.

B. Pledge of Allegiance to the Texas State Flag: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

1. CONSENT AGENDA.

ALL ITEMS LISTED ON THE CONSENT AGENDA WILL BE CONSIDERED BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER OR CITIZEN SO REQUESTS.

[16-3181](#) Approve the minutes of the January 4, 2016 workshop meeting.

Attachments: [01.04.16 Minutes Workshop](#)

[16-3189](#) Approve the minutes of the January 4, 2016 regular meeting.

Attachments: [01.04.16 Minutes](#)

[16-3182](#) Consider the ratification of an Interlocal Cooperation Agreement between the City of Plano and the City of Sachse for Interim Fire Chief.

Attachments: [Interlocal Agreement](#)

2. MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS, CURRENT ACTIVITIES, AND LOCAL ACHIEVEMENTS.

[16-3185](#) Recognize CERT Members for their recent efforts to neighboring communities.

3. CITIZEN INPUT.

The public is invited at this time to address the Council. The Mayor will ask you to come to the microphone and state your name and address for the record. If your remarks pertain to a specific agenda item, please hold them until that item, at which time the Mayor may solicit your comments. Time limit is 3 minutes per speaker. The City Council is prohibited by state law from discussing any item not posted on the agenda according to the Texas Open Meetings Act, but may take them under advisement.

4. REGULAR AGENDA ITEMS.

- [16-3186](#) Consider a resolution approving a purchase order in the amount not to exceed seventy thousand dollars and zero cents (\$70,000.00) to GT Construction, Incorporated for concrete pavement replacement to Woodbridge Parkway at the intersection of Sachse Road; authorizing its execution by the City Manager; and providing an effective date.

Attachments: [Exhibit A - Project Map](#)

[Exhibit B - Project Information](#)

[Exhibit C - Wylie Price Agreement](#)

[Exhibit D - Cost Estimate](#)

[Resolution for Purchase Order Woodbridge Parkway](#)

- [16-3184](#) Consider a resolution approving purchase orders in the amount not to exceed two hundred twenty-five thousand dollars (\$225,000.00) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects.

Attachments: [Exhibit A - Project Map](#)

[Exhibit B - Street Information](#)

[Exhibit C - Cost Estimate](#)

[Exhibit D - Grand Prairie - Reynolds - initial contract](#)

[Resolution for Purchase Orders to Reynolds Asphalt](#)

5. ADJOURNMENT.

Vision Statement: Sachse is a friendly, vibrant community offering a safe and enjoyable quality of life to all who call Sachse home.

The City of Sachse reserves the right to reconvene, recess or realign the regular session or called Executive Session or order of business at any time prior to adjournment.

As authorized by Section 551.072(2) of the Texas Government Code, this meeting may be convened into closed Executive Session at any time during the City Council workshop or regular meeting for the purpose of seeking confidential legal advice from the City Attorney on any workshop or regular meeting agenda item listed herein.

Posted: January 15, 2016; 5:00 p.m.

Michelle Lewis Sirianni, City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements, please contact Michelle Lewis Sirianni, City Secretary, at (972) 495-1212, 48 business hours prior to the scheduled meeting date.



City of Sachse, Texas

Sachse City Hall
3815-B Sachse Road
Sachse, Texas 75048

Legislation Details (With Text)

File #: 16-3181 **Version:** 1 **Name:** January 4, 2016 Council workshop minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 1/11/2016 **In control:** City Council
On agenda: 1/18/2016 **Final action:**
Title: Approve the minutes of the January 4, 2016 workshop meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [01.04.16 Minutes Workshop](#)

Date	Ver.	Action By	Action	Result
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Title

Approve the minutes of the January 4, 2016 workshop meeting.

Background

Minutes of the January 4, 2016 workshop meeting.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approve the minutes of the January 4, 2016 workshop meeting.

CITY COUNCIL OF THE CITY OF SACHSE

WORKSHOP MEETING MINUTES

JANUARY 4, 2016

The City Council of the City of Sachse held a workshop meeting on Monday, January 4, 2016 at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Brett Franks, Council Members Charlie Ross, Paul Watkins, Bill Adams, Jeff Bickerstaff, and Cullen King. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Director of Public Works and Engineering, Greg Peters; Community Development Director, Dusty McAfee; Chief of Police, Bryan Sylvester; Fire Chief, Rick Coleman; Finance Director, Teresa Savage; Parks and Recreation Director, Lance Whitworth, and Human Resources Director, Stacy Buckley.

Mayor Felix called the meeting to order at 6:30 p.m.

DISCUSSION OF SPEED LIMITS AND SCHOOL ZONES:

Mr. Peters introduced this item by providing information on speed limits for Ranch Road, Pleasant Valley Road, and the school zone on Ranch Road.

The following information was discussed regarding each of these items:

- Ranch Road School Zone – Mr. Peters stated a new crosswalk was recently added. Per the Institute of Transportation Engineers, the recommended distance from a crosswalk to a school zone limit is 200 feet for a 20 mph school zone. Staff is recommending the school zone be extended to adequately include the crosswalk.
- Pleasant Valley Road - Mr. Peters highlighted information from the MUTCD Guidelines, which included that other factors are considered when establishing or reevaluating speed limits. These factors can be road characteristics, shoulder condition, grade, alignment, and sight distance as well as reported crashes within a 12 month period. Mr. Peters also stated that the guidelines state when a speed limit within a speed zone is posted, it should be within five (5) mph of the 85th-percentile speed of free-flowing traffic. The current speed limit is posted as 45 mph from Elm Grove Road to the President George Bush Turnpike. Mr. Peters also discussed traffic count data, road composition and geometry, and speed study findings for Pleasant Valley Road. The speed study findings included a recommended speed limit of 45 mph, two 90-degree curves, two 45-degree curves, payment condition to be a 2 on the PASER rating system, and the road has no shoulders and has bar ditches on each side of the road, which vary in depth and width. Staff is recommending a 40 mph speed limit from Miles Road to Elm Grove Road, with an advisory speed of 25 mph at the two 90-degree curves, and additional warning signs and chevron signs at all curves.

- Ranch Road – Mr. Peters indicated the same MUTCD Guidelines apply to this road as well. The current speed limit is 30 mph from Maxwell Creek Road to State Highway 78. Traffic count data, road composition and geometry, road characteristics, and speed study findings were discussed. The findings included that the 85% speed shows that motorists are comfortable at 44 miles per hour, the road geometry included one 45-degree curve, and the pavement condition to be a 9 on the PASER rating system. Staff is recommending the speed be increased based upon the improved road condition resulting from the completion of the road as a four lane divided roadway. Staff is recommending two options. Option one at 40 mph or option two at 35 mph.

Council discussed the current speed limit on Pleasant Valley Road as well as the recommended speed limit by staff. The council conversed about the current traffic on this road along with the geographic and design of the road. The condition of the road was a major concern by all.

No action was taken.

ADJOURNMENT: At 7:23 p.m. Mayor Felix adjourned the meeting.

MIKE J FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Sachse City Hall
3815-B Sachse Road
Sachse, Texas 75048

Legislation Details (With Text)

File #: 16-3189 **Version:** 1 **Name:** January 4, 2016 Council regular minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 1/13/2016 **In control:** City Council
On agenda: 1/18/2016 **Final action:**
Title: Approve the minutes of the January 4, 2016 regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [01.04.16 Minutes](#)

Date	Ver.	Action By	Action	Result
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Title

Approve the minutes of the January 4, 2016 regular meeting.

Background

Minutes of the January 4, 2016 regular meeting.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approve the minutes of the January 4, 2016 regular meeting.

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

JANUARY 4, 2016

The City Council of the City of Sachse held a regular meeting on Monday, January 4, 2016 at 7:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Brett Franks, Council Members Charlie Ross, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff; City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; City Engineer, Greg Peters; Community Development Director, Dustin McAfee; Parks and Recreation Director, Lance Whitworth; Human Resources Director, Stacy Buckley; Fire Chief, Rick Coleman; Police Chief, Bryan Sylvester, and Finance Director, Teresa Savage.

Mayor Felix opened the meeting at 7:39 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAG: The invocation was offered by Councilman King and the pledges by Councilman Bickerstaff.

CONSENT AGENDA: All items listed on the Consent Agenda are considered routine and will be acted on by one motion, with no separate discussion of these items unless a Council member or citizen so requests. **16-3165** Approve the minutes of the December 7, 2015 workshop meeting. **16-3166** Approve the minutes of the December 7, 2015 regular meeting. **16-3168** Consider approval of the Monthly Revenue and Expenditure Report for the period ending November 30, 2015. **16-3171** Consider a resolution authorizing the purchase of a one-ton Ford F350 extended cab pickup truck for the Parks Department through the Buy Board Cooperative Purchasing Program via Sam Pack's Five Star Ford in the amount not to exceed \$28,869.69.

Councilman King made a motion to approve items 16-3165, 16-3166, 16-3168, and 16-3171 as submitted. Councilman Watkins seconded that motion and the motion was unanimously approved.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS,

Councilman Ross noted that the Library on January 12 will be hosting an all things *Frozen* party at 6:00 p.m. and on January 26 at 6:00 p.m. there will be a *Star Wars* celebration. Councilman Ross stated the Library is conducting a Teen Art Challenge. Registration is required and entries are due by January 23. The winners will be announced on January 27.

Councilman King thanked all the Public Safety for their help during the tornado, the Emergency Response Teams who volunteered at the Animal Shelter helping lost animals as well as all the volunteers who helped aided.

Mayor Felix stated that he reached out to the surrounding cities after the events and is proud of everyone who reached out and helped. Mayor Felix asked everyone to keep all those affected in their prayers.

16-3167 Recognize employees for their service to the City of Sachse.

Mayor Felix recognized the following city employees:

- Scott Potter – ten years of service with the Fire Department.
- Clay Hodges – ten years of service with the Fire Department. (not in attendance)
- Lorraine Massie – twenty years of service as a Dispatcher.
- Katie Saturnino – employee of the quarter.
- Chris Hall – employee of the year.

CITIZENS INPUT:

No comments were made.

REGULAR AGENDA ITEMS:

15-3160 Consider a request for the installation of a temporary traffic calming device in accordance with the Citizen's Handbook for Requesting Traffic Calming Device.

Mr. Peters briefed the Council on the item by stating that the City Council adopted the Handbook in January, 2015 and provides guidelines for citizens to request a traffic calming device, a review process for City Staff and Council. Mr. Peters stated the request tonight has followed this process and is before Council to request a traffic calming device on Mustang Drive. Staff analyzed the traffic count and speed, the geometry of the road, and if the road is a critical or non-critical route. The traffic study conducted did indicate that 25% of vehicles were traveling above the posted speed limit and the 85% percentile of speed is 31.8 mph. Staff also considers the road to be a critical route due to the public safety vehicles accessing portions of the Jackson Hills subdivision; therefore would recommend that any traffic calming device considered for use have minimal impact for fire apparatus. The applicant as part of the request returned the completed petition which included signatures of 80% of the 30 residences in the area, which meets the 75% requirement. Staff is recommending that a trial speed cushion device is placed on Mustang Drive between Lee Hutson Drive and Mane Drive. Mr. Peters stated that if approved, once the device has been installed for 60 days, another traffic study will be conducted to determine effectiveness. A mail back ballot will also be sent to property owners in the primary affected area. If 75% respond and

are in favor, a permanent device will be considered by Council to be installed. The device would have a cost match of 50% City and 50% property owners.

Jonathan Carter, 4103 Lee Huston Drive, applicant stated that he lives on the corner of Lee Hutson and is concerned over the speeds of the vehicles traveling in the neighborhood due to the safety of the children.

Council discussed the location and type of device that would be used as well as the durability and cost effectiveness of rubber versus asphalt speed cushion(s). The Council also discussed public safety vehicles and how and if they would be affected by the device(s). Mayor Pro Tem Franks asked if any of devices were considered other than the speed cushions. Mr. Peters responded that a radar speed sign was considered, but was more expensive.

Councilman King made a motion to approve the request for the installation of a temporary calming device on Mustang Drive. Councilman Bickerstaff seconded that motion and the motion was unanimously approved.

15-3161 Discuss and consider an ordinance amending the Code of Ordinances by amending Chapter 9 titled “Traffic Regulations” by amending Section 9-4 titles “Speed Limits” to change the maximum prima facie speed limit from 45 miles per hour to 40 miles per hour for Pleasant Valley Road from the west City limits to the east City limits; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two hundred (\$200.00) for each offense; and providing an effective date.

Mr. Peters briefed the Council by reviewing the MUTCD Guidelines, which considers other factors when establishing or reevaluating speed limits including road characteristics, shoulder conditions, grade, alignment, and sight distance. The current speed limit is 45 mph from Elm Grove to the President George Bush Turnpike. Mr. Peters also discussed traffic count data, road composition and geometry, and the finding from the speed study, which included recommended speed limit of 45 mph, two 90-degree curves, two 45-degree curves, payment condition to be a 2 on the PASER rating system, and the road has no shoulders and has bar ditches on each side of the road, which vary in depth and width. Staff is recommending a 40 mph speed limit from Miles Road to Elm Grove Road, with an advisory speed of 25 mph at the two 90-degree curves, and additional warning signs and chevron signs at all curves.

Council discussed where the warning signs would be placed and asked staff to consider the residential driveways and placement of the advisory signs.

Janice Trice, 3021 Pleasant Valley Road, stated that her concern is the traffic and trash trucks that use this road, and the safety of getting out of the drive-way. She would like to the speed limit at 30 mph.

Emily Donnelly, 6302 Ben Road, stated her concern is the trash trucks and would also like to see the speed limit at 30 mph.

Chris Benator, 3605 Pleasant Valley Road, stated that since the City of Garland will not make improvements, she would like to see the speed reduced to 30 mph due to the trash trucks.

Mr. Wilson, 3605 Pleasant Valley Road, stated the bare minimum should be 35 mph on this road.

Mayor Felix stated that he would be open to 30 or 35 mph. Mayor Pro Tem Franks added that he would entertain 30 mph, but minimum reduction to 35 mph. Councilman King commented that the road condition is the main issue and is okay with 35 mph, but open to 30 mph as well.

Councilman Watkins made a motion to approve an ordinance amending the Code of Ordinances by amending Chapter 9 titled "Traffic Regulations" by amending Section 9-4 titles "Speed Limits" to change the maximum prima facie speed limit from 45 miles per hour to 30 miles per hour for Pleasant Valley Road from the west City limits to the east City limits. Councilman Ross seconded that motion and the motion was unanimously approved.

15-3162 Discuss and consider an ordinance amending the Code of Ordinances by amending Chapter 9 titled "Traffic Regulations" by amending Section 9-4 titles "Speed Limits" to change the maximum prima facie speed limit from 30 miles per hour to 40 miles per hour for Ranch Road from Maxwell Creek Road to State Highway 78; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two hundred (\$200.00) for each offense; and providing an effective date.

Mr. Peters stated that the current speed limit is 30 mph from Maxwell Creek Road to State Highway 78. The traffic count data recommends that the 85% speed limit to be 44 mph. Mr. Peters also discussed the road composition, geometry, and characteristics. The road has one significant curve near the intersection of SH 78, is classified as a minor arterial road, and does have an elementary school. The findings of the speed study recommends the speed limit at 44 mph, includes one 45-degree curve, and pavement condition to be a nine (9) on the PASER Rating system. Staff is recommending that the speed limit on Ranch Road be increased based upon the improved road condition resulting from the completion of the road as a four lane divided roadway. Therefore, recommending 40 mph or 35 mph as the speed limit on Ranch Road.

Mayor Pro Tem Franks stated that his main concern is the pedestrian traffic.

Councilman Bickerstaff made a motion to approve an ordinance amending the Code of Ordinances by amending Chapter 9 titled "Traffic Regulations" by amending Section 9-4 titles "Speed Limits" to change the maximum prima facie speed limit from 30 miles per hour to 40 miles per hour for Ranch Road from Maxwell Creek Road to State Highway 78. Councilman Adams seconded that motion and the motion was unanimously approved.

15-3163 Discuss and consider an ordinance amending the Code of Ordinances by amending Chapter 9 titled “Traffic Regulations” by amending Section 9-4 titles “Speed Limits” to amend the school zone on a portion of Ranch Road eastbound and westbound from a point three hundred feet west of Woodcreek Way to a point one thousand and twenty feet east of Woodcreek Way; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty or fine not to exceed the sum of two hundred (\$200.00) for each offense; and providing an effective date.

Mr. Peters stated that staff is recommending that the Ranch Road school zone be extended to adequately include the new crosswalk.

Councilman King made a motion to approve an ordinance amending the Code of Ordinances by amending Chapter 9 titled “Traffic Regulations” by amending Section 9-4 titles “Speed Limits” to amend the school zone on a portion of Ranch Road eastbound and westbound from a point three hundred feet west of Woodcreek Way to a point one thousand and twenty feet east of Woodcreek Way. Mayor Pro Tem Franks seconded that motion and the motion was unanimously approved.

16-3169 Discuss and consider conducting an independent audit on the City’s utility billing processes and procedures.

Mrs. Savage updated Council on August/September 2015 billing disputes, actions and steps that were taken along with findings that were made. Upon internal investigation, there is no wide spread problems and have confirmed meter accuracy. Mrs. Savage noted that contributing issues included loosening of water restrictions by NTMWD, alternating severe weather patterns which created large swings in water use, lack of knowledge of automatic sprinkler systems operations, and rate and tier changes implemented in October, 2014. Mrs. Savage stated that with the completion of the internal audit, staff is looking for direction from Council upon proceeding with an independent audit of the water billing process and direction on water efficiency education programs available.

The Council discussed educational programs including discount/rebate programs, having a weather station, having regularly scheduled topics related to water and saving money, and utilizing Agri-Life extension services to hold a water expo and/or citizen’s water academy.

Councilman Adams thanked staff for being thorough and cannot see spending monies for an independent audit.

Councilman Bickerstaff stated that no audit is needed. Staff has done a great job and should pursue exploring having a weather station.

Mayor Pro Tem Franks asked if any surrounding or neighboring cities found any issues. Mrs. Savage responded that no cities in North Texas found anything. The only city that had a problem was near Houston, which turned out to be a reading process with their meters.

Councilman Watkins stated that he does not believe that an independent audit would not give the city any different results.

Councilman Ross asked about the number of leaks found and would like to see the staff provide education to the citizen's on automatic sprinklers especially how they operate and how much water they use.

The consensus of Council was that no independent audit was needed.

16-3170 Consider approval of a Chapter 380 Grant Agreement made by and between the City of Sachse, Texas and Highland Homes – Dallas, LLC.

Mrs. Savage stated that on October 19, 2015, the City Council adopted a 380 agreement with First Texas Homes granting a rebate of 0.8% of the total local use tax of 1.75% back to the Company. Highland Homes is now seeking a similar agreement with the City under the same terms. The City would gain a total of .95% net use tax on building materials delivered to Sachse. The rebates would be issued twice a year and required minimal work/record keeping by the City. Staff is recommending approval.

Councilman Bickerstaff made a motion to approve a Chapter 380 Grant Agreement made by and between the City of Sachse, Texas and Highland Homes – Dallas, LLC. Councilman Adams seconded that motion and the motion was unanimously approved.

15-3164 Consider a resolution authorizing the City Manager to enter into a Development Agreement with Paul Taylor Homes, LTD for the development of Malone Estates, and take any necessary action.

Mr. Peters introduced this item stating that the Malone Estates development is comprised of 13.56 acres consisting of 37 residential lots with 500 feet of frontage on Merritt Road. Mr. Peters discussed the anticipated impact fees for the development, standard street requirements, state law regarding infrastructure, development of public roads and the roadway impact of Merritt Road. Merritt road is considered to be a two lane minor arterial road that is shown in the Sachse Thoroughfare Plan to be built as a four lane divided roadway in the future. Mr. Peters stated that staff applied the traffic impact of the development to the estimated cost to design and construct Merritt Road to determine the proportional share of the construction cost to construct Merritt Road. Mr. Peters stated that the developer has agreed to pay the additional cost in Roadway Impact Fees for the development, for the proportional share of roadway impact as a result of the development and prior to the City releasing the construction documents for the development. Staff is recommending approval.

Councilman King made a motion to approve and authorize the City Manager to enter into a Development Agreement with Paul Taylor Homes, LTD for the development of Malone Estates. Councilman Ross seconded that motion and the motion was unanimously approved.

ADJOURNMENT:

At 10:05 p.m. Councilman Adams made a motion to adjourn the meeting. Councilman King seconded the motion and the motion was unanimously approved.

Mayor Felix adjourned the meeting.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



Legislation Details (With Text)

File #: 16-3182 **Version:** 1 **Name:** Interlocal Agreement - City of Plano
Type: Agenda Item **Status:** Agenda Ready
File created: 1/12/2016 **In control:** City Council
On agenda: 1/18/2016 **Final action:**
Title: Consider the ratification of an Interlocal Cooperation Agreement between the City of Plano and the City of Sachse for Interim Fire Chief.
Sponsors:
Indexes:
Code sections:
Attachments: [Interlocal Agreement](#)

Date	Ver.	Action By	Action	Result
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Title

Consider the ratification of an Interlocal Cooperation Agreement between the City of Plano and the City of Sachse for Interim Fire Chief.

Background

The Fire Chief retired on January 8, 2016. The City Manager decided to make an interim appointment in preparation for a permanent Fire Chief.

Policy Considerations

None.

Budgetary Considerations

As a requirement by the City of Plano, the hourly rate is based upon the interim Chief's current base pay rate including all benefits.

Staff Recommendations

Approve Interlocal Cooperation Agreement.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PLANO,
TEXAS AND THE CITY OF SACHSE, TEXAS
FOR INTERIM FIRE CHIEF**

THIS AGREEMENT, (the "Agreement"), is made and entered into by and between the City of Plano, Texas, a home-rule municipal corporation located in Collin County, Texas (hereinafter referred to as "Plano"), and the City of Sachse, Texas, a home-rule municipal corporation located in Dallas County, Texas (hereinafter referred to as "Sachse") (each a "Party" and collectively the "Parties").

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791.001, et seq. (the "Act"); and

WHEREAS, Plano and Sachse are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens; and

WHEREAS, Sachse desires to have an Interim Fire Chief while it conducts a search to hire a full-time Fire Chief and has requested Plano to allow Deputy Chief Martin Wade (hereinafter referred to as "Chief Wade") to serve as Interim Fire Chief for Sachse in return for compensation for services rendered; and

WHEREAS, Sachse has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, Plano and Sachse mutually desire to be subject to the provisions of V.T.C.A. Government Code §791.001, et. seq., the Interlocal Cooperation Act, and other applicable sections, statutes and contracts pursuant thereto;

NOW THEREFORE, for mutual consideration hereinafter stated, Plano and Sachse agree as follows:

**Article I
Term and Termination**

1.1 This Agreement shall be week-to-week and commence on or after Monday, January 11, 2016, and shall automatically renew each week unless terminated sooner by any one or more of the following terms:

- (a) This Agreement may be terminated by either Party for any reason or no reason by giving at least fourteen (14) days written notice to the other Party.
- (b) Sachse may terminate this Agreement immediately and without notice upon the conviction of Chief Wade in any felony, or of any misdemeanor involving theft, or the failure of Chief Wade to diligently or properly perform Chief Wade's duties under this Agreement.

Article II Operating Standards

Chief Wade shall determine the method, details, and means of performing Interim Fire Chief services under this Agreement to the satisfaction of Sachse and under Sachse's direct oversight. Plano and Sachse mutually agree to fully adhere to all ethical and other operating standards, practices, and policies of Sachse, as defined from time to time by Sachse.

Article III Compensation for Services

3.1 Sachse shall compensate Plano under this Agreement at a rate of \$84.30 per hour for hours worked by Chief Wade. Chief Wade shall continue to draw the current salary being received by Plano. Chief Wade shall not be on paid leave from Plano during this assignment, nor will this assignment create a vacancy at the Plano Fire Department. Chief Wade will typically work five (5) days per week, forty (40) hours per week, unless otherwise authorized by Sachse. Any hours worked in excess of forty (40) hours per week, shall be paid at the standard contract rate of \$84.30 per hour. Plano is only paid for hours worked by Chief Wade and is not paid for Chief Wade's commute time, holidays, or any type of leave (vacation, sick, personal, etc.) that Chief Wade may take.

3.2 Chief Wade shall submit a weekly timesheet to Sachse for verification and approval of the total hours worked. Chief Wade shall then forward the approved time sheet to the Plano accounting department (c/o Crystal Swiere at crystals@plano.gov) in order for Plano to generate an invoice and send to Sachse's accounting department (c/o Teresa Savage @ tsavage@cityofsachse.com) for payment. The timesheet must be submitted Chief Wade for approval by Sachse no later than Monday each week for hours worked from the preceding week. Sachse shall pay Plano within fourteen (14) days receiving Plano's invoice.

Article IV Contractual Relationship Only

In performing services under this Agreement, Plano and/or Chief Wade shall not be considered an employee, agent, or servant of Sachse, and Sachse shall have no obligation to withhold federal income taxes, FICA taxes, or otherwise. Plano and Chief Wade will be solely responsible for compliance with any tax requirements, including without limitation, federal income tax and FICA taxes. None of the benefits provided by Sachse to full-time employees shall be made available to Plano or Chief Wade under this Agreement. Sachse and Plano acknowledge and agree that each will solely be responsible for its actions and those acts of its employees, including acts of omission, taken in connection with the performance of this Agreement. Neither Party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party. Neither Plano nor Chief Wade shall have any right to obligate Sachse to make any payments or provide any consideration to any person or organization.

Article V Compliance with Law

Plano and Chief Wade shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of Sachse. It is agreed and understood that, if Sachse calls to the attention of Plano and Chief Wade any such violation on the part of Plano and/or Chief Wade that Plano and/or Chief Wade shall immediately desist from and correct such violation.

Article VI Non-Discrimination

In the execution, performance, or attempted performance of this Agreement, Plano and Chief Wade will not discriminate against any person or persons because of disability, age, familial status, sex, race, religion, color, national origin, or sexual orientation.

Article VII Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Texas. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, or attempted performance of this Agreement, venue for said action shall lie in Collin County, Texas.

Article VIII Disclosure of Conflicts

8.1 Plano hereby warrants to Sachse that Plano has made full disclosure in writing of any existing or potential conflicts of interest related to Chief Wade's provision of the services. In the event that any conflicts of interest arise after the execution of this Agreement, Plano hereby agrees to make full disclosure to Sachse in writing immediately upon learning of such conflict.

8.2 Chief Wade shall not accept other employment or consulting work during the term of this Agreement without prior written consent of Sachse:

Article IX Indemnification

9.1 **EACH PARTY DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS' FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH**

MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS.

9.2 TO THE EXTENT ALLOWED BY LAW, SACHSE DOES HEREBY AGREE TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE DESIGNATED INTERIM FIRE CHIEF, PLANO, AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL DEMANDS, CLAIMS, SUITS, ACTIONS, JUDGMENTS, EXPENSES, AND ATTORNEYS' FEES INCURRED IN ANY LEGAL PROCEEDINGS BROUGHT AGAINST THEM AS A RESULT OF ACTION TAKEN IN THE INTERIM'S INDIVIDUAL OR OFFICIAL CAPACITY AS A CONTRACTOR AND AS INTERIM FIRE CHIEF, PROVIDING THE INCIDENT(S), WHICH IS (ARE) THE BASIS OF ANY SUCH DEMAND, CLAIM, SUIT, ACTIONS, JUDGMENTS, EXPENSES, AND ATTORNEYS' FEES, AROSE OR DOES ARISE IN THE FUTURE FROM AN ACT OR OMISSION OF THE INTERIM FIRE CHIEF AS A CONTRACTOR OF SACHSE ACTING WITHIN THE COURSE AND SCOPE OF THE INTERIM FIRE CHIEF'S ASSIGNMENT WITH SACHSE, EXCLUDING, HOWEVER, ANY SUCH DEMAND, CLAIM, SUIT, ACTION, JUDGMENT, EXPENSE, AND ATTORNEYS' FEES FOR THOSE CLAIMS OR ANY CAUSES OF ACTION WHERE IT IS DETERMINED THAT THE INTERIM FIRE CHIEF COMMITTED OFFICIAL MISCONDUCT, OR COMMITTED A WILLFUL OR WRONGFUL ACT OR OMISSION, OR AN ACT OR OMISSION CONSTITUTING NEGLIGENCE, OR ACTED IN BAD FAITH. IN THE CASE OF SUCH INDEMNIFIED DEMAND, CLAIM, SUIT, ACTION, OR JUDGMENT, THE SELECTION OF THE INTERIM FIRE CHIEF'S LEGAL COUNSEL SHALL BE WITH THE MUTUAL AGREEMENT OF THE INTERIM FIRE CHIEF AND SACHSE IF SUCH LEGAL COUNSEL IS NOT ALSO SACHSE'S LEGAL COUNSEL. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION, EXPIRATION, OR OTHER END OF THIS AGREEMENT AND/OR THE INTERIM FIRE CHIEF'S ASSIGNMENT WITH SACHSE.

Article X Entire Agreement

This Agreement represents the full and complete agreement between Sachse and Plano and supersedes all prior written or verbal agreements. This Agreement may be modified or amended only by a written instrument signed by the Parties.

Article XI Notice

Any notice provided under this Agreement shall be delivered by mail or personal service to the Parties named below:

PLANO

Bruce D. Glasscock
City Manager
City of Plano
P. O. Box 860358
Plano, Texas 75086-0358

SACHSE

Gina Nash
City Manager
City of Sachse
3815 Sachse Road
Sachse, Texas 75048

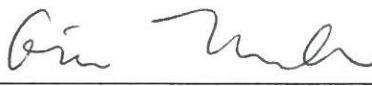
Article XII**Authority to Sign/City Council Authorization**

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. Sachse has executed this Agreement pursuant to the authority granted by its governing body. Each of the Parties shall provide written documentation evidencing the grant of approval by its respective governing body.

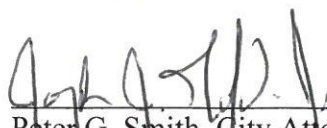
(Signature Pages to Follow)

EXECUTED in duplicate originals this 8th day of January, 2016.

City of Sachse

By: 
Gina Nash, City Manager

Approved as to Form:

By: 
for Peter G. Smith, City Attorney
(01-06-2016/74933)

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8 day of January, 2016, by Gina Nash, City Manager of the City of Sachse, Texas, a home-rule municipal corporation, on behalf of said corporation.

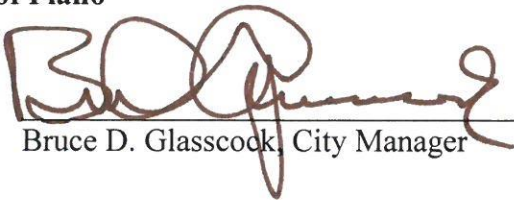



Notary Public, State of Texas

EXECUTED in duplicate originals this 8th day of January, 2016.

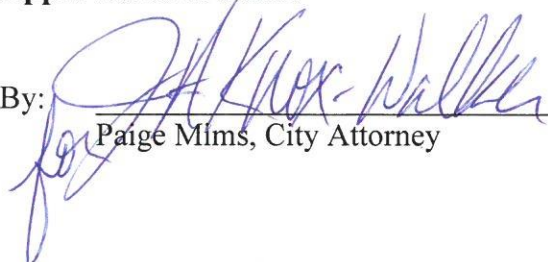
City of Plano

By:


Bruce D. Glasscock, City Manager

Approved as to Form:

By:

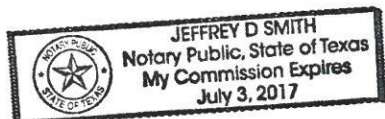

Paige Mims, City Attorney

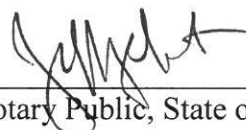
STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 8th day of January, 2016, by Bruce D. Glasscock, City Manager of the City of Plano, Texas, a home-rule municipal corporation, on behalf of said corporation.




Notary Public, State of Texas



Legislation Details (With Text)

File #: 16-3185 **Version:** 3 **Name:** Recognize CERT Members
Type: Agenda Item **Status:** Agenda Ready
File created: 1/13/2016 **In control:** City Council
On agenda: 1/18/2016 **Final action:**
Title: Recognize CERT Members for their recent efforts to neighboring communities.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title

Recognize CERT Members for their recent efforts to neighboring communities.

Background

Following the tornados that struck our neighboring communities on December 26, 2015, Sachse CERT responded in force to provide assistance where needed. This presentation will serve as a summary report of activities.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Presentation only.



Legislation Details (With Text)

File #:	16-3186	Version:	1	Name:	Purchase Order for Woodbridge Parkway Panel Replacement at Sachse Road
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/13/2016	In control:		In control:	City Council
On agenda:	1/18/2016	Final action:		Final action:	
Title:	Consider a resolution approving a purchase order in the amount not to exceed seventy thousand dollars and zero cents (\$70,000.00) to GT Construction, Incorporated for concrete pavement replacement to Woodbridge Parkway at the intersection of Sachse Road; authorizing its execution by the City Manager; and providing an effective date.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Project Map Exhibit B - Project Information Exhibit C - Wylie Price Agreement Exhibit D - Cost Estimate Resolution for Purchase Order Woodbridge Parkway				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Title

Consider a resolution approving a purchase order in the amount not to exceed seventy thousand dollars and zero cents (\$70,000.00) to GT Construction, Incorporated for concrete pavement replacement to Woodbridge Parkway at the intersection of Sachse Road; authorizing its execution by the City Manager; and providing an effective date.

Background

This agenda item is for the use of the Collin County Purchasing Cooperative for pavement replacement on Woodbridge Parkway. Woodbridge Parkway is classified as a minor arterial road in the City of Sachse. There are multiple concrete panels on Woodbridge Parkway which are failing and require replacement. In addition, there are several sections of concrete curb that are damaged. The project location is shown in Exhibit "A" Project Map, and photos and more details are shown in Exhibit "B" Project Information.

Collin County has a purchasing cooperative, which allows participating cities, towns, school districts, colleges, and other public entities to utilize price agreements of other participants in the program. The City of Sachse is a participant in the program, and has utilized this cooperative in the past for pavement replacement.

The City of Wylie is also a participant in the program. Wylie publicly bid a price agreement contract for concrete in March of 2014 as shown in Exhibit "C" Price Agreement. As a result of the bid process, Wylie initiated an annual price agreement with three contractors. The

agreement has an initial 1-year term, with the option for four additional 1-year terms. GT Construction, Incorporated, was one of the three contractors included in the Wylie price agreement.

GT Construction has prepared a cost estimate for the project, based upon the unit price agreement as shown in Exhibit "D" Cost Estimate.

Staff is seeking the approval of the City Council of the City of Sachse to utilize the Wylie price agreement to establish a purchase order for GT Construction, Incorporated, to complete the paving replacement for Woodbridge Parkway. The construction would be done based upon the approved unit prices for concrete identified in the Wylie price agreement. The contractor would be paid based upon the quantities of concrete installed, and not on a lump sum basis.

Policy Considerations

The project was included in the Fiscal Year 2015-2016 budget for pavement removal and replacement. The Public Works Department is responsible for the maintenance of public roads in the City of Sachse. Replacement of concrete panels is a part of regular maintenance of roads, and is necessary when structural failure occurs as pavement ages.

Budgetary Considerations

The funding source for the project is the Street Repairs and Materials budget line item in the Public Works annual budget.

Staff Recommendations

Approve a resolution approving a purchase order in the amount not to exceed seventy thousand dollars and zero cents (\$70,000.00) to GT Construction, Incorporated for concrete pavement replacement to Woodbridge Parkway at the intersection of Sachse Road; authorizing its execution by the City Manager; and providing an effective date.

Woodbridge Parkway Pavement Removal & Replacement





LOCATION MAP



SITE PHOTO #1



SITE PHOTO #2

WOODBIDGE PARKWAY

Location

From: Sachse Road
To: 75 feet north

Street Details

Classification: Minor Arterial
Year Built: 1999
Street Width: 70-feet
Replacement Length: 75-feet
Material Type: Concrete
Material Details: 8"

Pavement Assessment

Failure Type: Structural failure
PASER Score: 2
Condition Overview: structural failure of concrete panels with deep open cracks

Utility Details

Water: 12" PVC (east side)
Sewer: 8" PVC (west side)
Storm: N/A

Recommendations

Action: Panel replacement
Scope: Remove and replace
Anticipated Cost: \$67,000.00
Funding Source: Street Maintenance Tax
Project Partners: N/A
Funds Available: TBD

Last Update: 2015



**BID TABULATION
W2014-53-B**

**CONCRETE MAINTENANCE AND REPAIRS
Annual Price Agreement
3/31/14**

BIDDER	6" Concrete Flatwork sq. yd	8" Concrete Flatwork sq. yd	Saw-Cut & Removal of 6" Concrete sq. yd	Saw-Cut & Removal of 8" Concrete sq. yd	4" Sidewalk Remove & Replace sq. yd	4 " Sidewalk New sq. yd	Barrier Free Ramp each	Saw-Cut & Removal Barrier Free Ramp each
GT Construction	\$56.00	\$60.00	\$50.00	\$52.00	\$54.00	\$38.00	\$375.00	\$600.00
Holley & Holley Concrete Co Inc.	\$108.00	\$126.00	\$27.00	\$33.75	\$81.00	\$49.50	\$1,200.00	\$600.00
Tackett Concrete LLC	\$51.66	\$58.86	\$67.86	\$75.06	\$72.99	\$56.79	\$850.00	\$500.00

I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

Glenna Hayes

March 31, 2014

Glenna Hayes C.P.M., A.P.P. Purchasing Agent

Date

"BID TABULATION STATEMENT"

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS AND CITY OF WYLIE BID SPECIFICATIONS AND PROJECT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.



CITY OF WYLIE, TEXAS

**INVITATION FOR SEALED BIDS
BID #W2014-65-A**

**ANNUAL PRICE AGREEMENT CONTRACT
for CONCRETE MAINTENANCE and REPAIR
(VARIOUS LOCATIONS)**

*BIDS ARE DUE TO THE PURCHASING DEPARTMENT
PRIOR TO:*

March 31, 2014 - 3:00 p.m. CDT

LATE BIDS WILL NOT BE ACCEPTED

*BIDS MAY BE SENT VIA DELIVERY SERVICE or U.S. POSTAL SERVICE;
or hand delivered to:*

**GLENNA HAYES C.P.M.,
PURCHASING AGENT
CITY OF WYLIE
300 COUNTRY CLUB ROAD
WYLIE, TEXAS 75098**

glenna.hayes@wylietexas.gov

Time Critical Competitive Sealed Bid Deliveries: The City of Wylie, Texas cannot guarantee, due to internal procedures that any documents sent Priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.

COVER SHEET

INDEX

SECTION I	NOTICE TO BIDDERS	
SECTION II	GENERAL TERMS & CONDITIONS	
SECTION III	SCOPE OF WORK	
SECTION IV	EXHIBITS:	
	CONCRETE WORK ORDER FORM	Sample Form 1
	INSURANCE REQUIREMENTS	Exhibit A
	BID FORM & VENDOR ACKNOWLEDGMENT	Exhibit B
	BIDDERS SUPPLEMENTAL INFORMATION	Exhibit C
	CLIENT WORK HISTORY	Exhibit D
	CONTRACTORS SAFETY RECORD	Exhibit E
	BONDS	Exhibit F – G
	AFFIDAVIT OF NO PROHIBITED INTEREST	Exhibit H
	CONFLICT OF INTEREST QUESTIONNAIRE	Exhibit I

**SECTION I
NOTICE TO BIDDERS
W2014-65-A**

**ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
(VARIOUS LOCATIONS)**

DEFINITIONS:

- The terms "City" or "Owner" as used throughout these documents will mean the City of Wylie, Texas.
- The terms "Contractor" or "Bidder" is used throughout these documents will mean the Contractor submitting a bid.

TERM:

The City intends to award Price Agreements to qualified bidders, and establish an annual agreement with renewals. The agreement will contain a fixed pricing structure with an initial one (1) year term. The City retains the right and option to extend the term of the agreement for four (4) additional, one (1) year periods upon the same terms and conditions. The City also retains the right and option to terminate the agreement upon thirty (30) days written notice.

INVITATION: - Competitive Sealed Bids will be accepted for the following:

Project Title: Bid # W2014-65-A
 ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
 (VARIOUS LOCATIONS)

Project Address: Various locations within the City of Wylie, Texas

DESCRIPTION:

- The City of Wylie is accepting sealed bids for a fixed price, Price Agreement to establish a qualified listing of contractors to furnish all necessary materials, machinery, equipment, fuel, superintendence, insurance and bonds; and for performing all work required for the maintenance and repair of concrete streets, alleys, parking lots, sidewalks, curbs, and gutters. Price agreements are used to establish a qualified contractor listing for items / services that are purchased repetitively over a period of time that cannot be quantified.

The Public Works Department will contact contractors who have been awarded an agreement on an as needed basis to perform general concrete maintenance and/or repair as described in the bid specification. Note: This agreement does not cover "new" construction.

- City's Estimated Annual Budget: \$275,000* (*may vary from fiscal year to fiscal year and is subject to annual budgetary approval by Council)
- Consideration for Award: The City may consider the following minimum criteria, and may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with the bid specifications:

Price
Bidder's experience and reputation
Quality of the bidder's goods and/or services
Bidder's safety record
Bidder's proposed personnel
Bidder's financial capabilities

PROJECT COMPLETION SCHEDULES:

The completion schedule for each project will be mutually agreed upon in writing by both parties per Sample Form 1 – Concrete Repair Work Order Form.

PRE-BID MEETING: **Thursday, March 20, 2014 @ 10:00 am**

Bidders are encouraged to attend this non-mandatory pre-bid meeting. Bidders will have an opportunity to ask questions and/or seek clarification regarding any and all aspects of this request for sealed bids. Verbal side discussions at the meeting shall not be considered part of the bid unless confirmed in writing by the City and incorporated into this bid through the addendum(s). Questions asked at the meeting that cannot be adequately answered at that time, may be deferred until issuance of an addendum.

Wylie Municipal Complex – Public Services Conference Room
300 Country Club Road, 3rd Floor
Wylie, TX 75098

QUESTIONS DEADLINE **Wednesday, March 26, 2014, @ 12:00 CST**

QUESTION WILL NOT BE ANSWERED VIA TELEPHONE OR FAX

All questions must be submitted in writing to the City of Wylie Purchasing Agent, and must include contact person, address and email.

Glenna Hayes C.P.M.
Purchasing Agent, City of Wylie
glenna.hayes@wylietexas.gov

Responses will be published in the form of an addendum. Verbal inquiries will not be accepted, and respondents should refrain from seeking additional information, clarification or other communications from any outside agency or City employee other than the Purchasing Department.

ADDENDUMS:

All interpretations, answers to questions, corrections and/or changes to a bid solicitation, or extensions to the opening date will be made by addendum. Addendums will be published in writing and will be made available via the City of Wylie Purchasing Department web site at <http://www.wylietexas.gov/departments/finance/purchasing.php>.

The bidder is required to acknowledge receipt of addendums on **Exhibit B**.

It is the responsibility of all bidders to check the City's web site for all addendums.

BIDS DUE: One (1) original sealed bid submitted **prior to Monday, March 31, 2014 @ 3:00 pm CT**

All costs associated with the preparation/delivery of the bid, and or any subsequent presentations or request for other documentation, are the sole responsibility of the bidder. Note: Bids will be registered by automatic clock stamp. The City of Wylie Purchasing Department clock stamp is the official clock, and no other time sources will be accepted.

1. Bid Receiving Location:

Wylie Purchasing Department

300 Country Club Road, 1st Floor (Utility Billing Window)

Wylie, TX 75098

972-516-6140

2. Bid Opening Location:

Wylie Municipal Center – Public Services Conference Room

300 Country Club Road, 3rd Floor

Wylie, TX 75098

3. Sealed: All bids must be sealed and the face of the envelope must contain the following information:

Bid No.: W2014-65-A

Name of Project: ANNUAL PRICE AGREEMENT CONTRACT for
CONCRETE MAINTENANCE and REPAIR

Name of Bidder: Contractor Name

4. Bids are valid only if deposited at designated receiving location prior to receiving time.
5. Bids deposited after receiving time by the bidder, a delivery service or any other delivery method will be returned unopened.

TIME SCHEDULE:

Advertising:	March 12 & March 19, 2014
Bid Release	March 12, 2014
Pre-Bid Meeting	Thurs, March 20, 2014 @ 10:00 am CT
Questions Deadline:	Wed, March 26, 2014 prior to 12:00 noon CT
Bids Due:	Mon, March 31, 2014 prior to 3:00 pm CT
Council Award:	Tentative: April 22, 2014

BID FORM/PRICING:

Bidders are requested to submit bids utilizing **Exhibit "B" Bid Form and Vendor Acknowledgment.**

BONDS:

- **Bid Bond (5%)** - not required
- **Performance and Payment Bonds (100%)** - In accordance with Government Code 2253 and Local Government Code 252, successful bidder shall submit Owner's Performance bond in the amount of one hundred percent (100%) of each Concrete Work Order of \$100,000.00 or greater and power of attorney; and a Material and Labor Payment Bond and power of attorney in amount of one hundred percent (100%) of each Concrete Work Order of \$50,000 or greater. Bonds must be from an approved surety company holding a permit from the State of Texas to act as surety, or other sureties acceptable to the OWNER, on the forms provided in the specifications.

CLIENT WORK HISTORY:

Contractor to provide a five (5) year work history (**Client Work History Form - Exhibit D**), including client's names, addresses, telephone numbers, points of contact and length of continuous service. The City reserves the right to request additional reasonable information from which the vendor's condition of responsibility can be determined as designated by State law. A Client Information Work History Worksheet is attached, and bids received without this worksheet may be deemed as non-responsive.

INDEPENDENT CONTRACTOR:

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

INSURANCE:

Within ten (10) working days of being notified of potential award of this contract by the City of Wylie, vendors will be required to furnish a valid insurance certificate to the City that meet all of the requirements as stated in the **City of Wylie Insurance Requirements Exhibit "A"**. If this time requirement is not met, the City has the right to declare a vendor non-responsive.

NOTE: Vendor to provide services by company employees only; subcontractors are not acceptable.

RESERVATION OF RIGHTS:

The City of Wylie reserves the right to reject any or all bids and to waive informalities. In case of ambiguity or lack of clearness in stating prices in the bids, the City of Wylie reserves the right to request clarification thereof, to reject the bid or allow the bidder to withdraw the bid when applicable. Unreasonable (or "unbalanced") unit prices may deem the bidders offer as non-responsible and may authorize the City of Wylie to reject any bid.

INTENT TO AWARD

The City shall give notice of intent to award within sixty (60) calendar days following the opening of bids. Contractors must qualify within ten (10) working days after receipt of written request, by submitting such additional evidence as may be required by the City including evidence of insurance that meets the City requirements as stated in the bid specifications.

Should the contractor fail to produce evidence satisfactory to the City on any of the foregoing points, the bidder may be deemed non-responsive and the work awarded to the next responsible bidder so qualifying. The Contractor agrees to commence work within then (10) days after the date of written notice to do so.

CHANGE ORDERS/CONTRACT MODIFICATIONS

No oral statement of any person shall modify or otherwise change, or affect the term, conditions or specifications stated in the resulting contract. All change orders and/or modifications to the contract will be made in writing by the Purchasing Agent.

OTHER DEADLINES

- **Corporate Resolution:** Upon request by the City, bidder shall submit, within seven (7) business days after notice of award of contract, a corporate resolution, certificate of partnership agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership, or joint venture.
- **Insurance:** Upon request by the City, bidder shall furnish certificates of insurance and endorsement pages that meet the City requirements within ten (10) business days. Failure of the bidder to produce the required documents may deem the bidder as non-responsive.
- **Miscellaneous Documents:** Upon request by the OWNER, bidder must submit, within five (5) business days such documentation as the City requests to evaluate the qualifications of the bidder to perform the work. Failure of the bidder to produce documentation of qualifications in a timely manner may deem the bidder as non-responsive.

DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Wylie no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Form is attached to the bid specifications; **Exhibit "I"**

PREVAILING WAGE RATES:

The following information from Chapter 2258 Texas Government Code Title 10 requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in construction projects (highways, road, excavation, repair work or other project development or improvement) using public funds to include prevailing wage rate in the project bid documents and the construction contract.

By submitting an offer, bidders certify that they are in compliance with all application federal, state and local laws.

2258.021. Duty of Governmental Entity to Pay Prevailing Wage Rates

- (a) The state or any political subdivision of the state shall pay a worker employed by it or on behalf of it:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

DEBARMENT:

Bidder certifies that at the time of submission of its bid, Bidder was not on the federal government's list of suspended, ineligible or debarred contractors and that Bidder has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Bidder is placed on this list during the term of the Contract, Bidder shall notify the City of Wylie Purchasing Agent. False certification or failure to notify may result in termination of the Contract for default.

CONFIDENTIAL OR PROPRIETARY INFORMATION:

If a bidder believes that parts of an offer are confidential, then the bidder must so specify. The bidder must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the bidder believes to be confidential. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Wylie will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

CONTRACT ADMINISTRATION:

The City of Wylie Public Works Department together with the Purchasing Department shall be responsible for administration of the contract for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

####

SECTION II

CITY OF WYLIE INSTRUCTIONS FOR BIDDING

CITY OF WYLIE GENERAL TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY.

1. **BID NOTIFICATION:** City of Wylie utilizes the following procedures for notification of bid opportunities: the Wylie News: www.wylieneews.com. City of Wylie shall not be responsible for receipt of notification and information from any source other than that listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
2. **REQUIRED INFORMATION:** City of Wylie (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.
3. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Wylie may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Otherwise qualified and eligible to receive an award.
4. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
5. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
6. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
7. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Wylie purchasing division. Addenda will be made available to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
8. **NON-RESIDENT BIDDERS:** Texas government code, chapter 2252: non-resident bidders. Texas law prohibits City and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.
9. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements as outlined in the bid/proposal documents. Vendors must submit endorsement pages as well as insurance certificates.
10. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City Charter regarding conflicts of interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....".
11. **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.
12. **SAMPLES:** any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**

13. **TESTING:** testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
14. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
15. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.
16. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
 - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
 - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
 - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
 - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
17. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
18. **SHIPMENT/TITLE/RISK OF LOSS:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery. The City of Wylie assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
19. **DELIVERY PROMISE – PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the City (do not quote shipping dates) and deliveries will be acceptable only during normal working hours at the designated location. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
20. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas' Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
21. **PRESENTATION OF BIDS:** complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated.
22. **ALTERING BIDS:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
23. **LATE BIDS:** bid packets received in the purchasing department after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Wylie is not responsible for the lateness of mail carrier, weather conditions, etc.
24. **WITHDRAWAL OF BIDS:** Bids filed with the City may be withdrawn, modified and/or resubmitted prior to the time set in the bid specifications. Bidder agrees that once opened, a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
25. **BID OPENINGS:** all bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Wylie purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the

successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.

26. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may request the results forty-eight hours (48) hours after the bid opening through the City's web site at: <http://www.wylietexas.gov/departments/finance/purchasing.php>.
27. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
28. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
29. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
30. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review ninety-six (96) hours prior to consideration by the City Council by emailing: purchasing@wylietexas.gov.

GENERAL TERMS AND CONDITIONS

Bonding, Purchase Order and Payments:

31. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsible and will not be considered for award. Performance and/or payments bonds, when required, shall be submitted (along with power of attorney), to the City prior to commencement of any work pursuant to the agreement provisions.

A BOND REQUIRED BY THIS SECTION MUST BE EXECUTED BY A CORPORATE SURETY IN ACCORDANCE WITH SECTION 1, CHAPTER 87, ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION, 1959 (ARTICLE 7.19-1, VERNON'S TEXAS INSURANCE CODE).

A BOND REQUIRED UNDER THIS SECTION MUST CLEARLY AND PROMINENTLY DISPLAY ON THE BOND OR ON AN ATTACHMENT TO THE BOND:

THE NAME, MAILING ADDRESS, PHYSICAL ADDRESS, AND TELEPHONE NUMBER, INCLUDING THE AREA CODE, OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT.

32. **FUNDING:** the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Wylie, which fiscal year ends on September 30th of each year, shall be subject to Wylie City Council approval. In the event that the Wylie City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
33. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services resulting from an award, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City.
34. **PURCHASE ORDERS:** a purchase order(s) shall be generated by the City to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number.
35. **PRICE ESCALATION:** price escalations may be permitted by the City of Wylie during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Wylie reserves the right to accept or reject any/all price escalations.

36. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Wylie's contracted prices, an equitable adjustment shall be made in the contract price.
37. **INVOICING:** Invoices shall be submitted to the City of Wylie, Accounts Payable, 300 Country Club Rd, Wylie, TX 75098.
38. **PAYMENT TERMS:** Are net 30 in accordance with the Texas Prompt Payment Act (Texas Government Code, Chapter 2251), unless otherwise specified by the City in the bid/proposal packet.
39. **TAXES:** the City of Wylie is exempt from federal manufacturer's excise and state sales and use tax under Section 151 of the Texas Tax Code. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request, and the contractor shall comply with all provisions of Section 151.309.
40. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Wylie. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

CONTRACT:

41. **INTERLOCAL AGREEMENT:** successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Wylie.
42. **PATENT RIGHTS:** the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
43. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
44. **AUDIT:** the City of Wylie reserves the right to audit the records and performance of contractor during the contract and for three years thereafter or as specified.
45. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Wylie.
46. **INDEMNIFICATION:** Vendor/contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Vendor/contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or its own entire defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and contractor shall be liable for all costs incurred by City.

In addition to contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in contractor's opinion is likely to occur, contractor shall, at its expense: (a) procure for city the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant city a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by contractor to City whether manufactured by contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the contractor.

47. **TERMINATION FOR DEFAULT:** the City of Wylie reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
48. **REMEDIES:** the contractor and the City of Wylie agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
49. **VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.
50. **EMPLOYMENT ELIGIBILITY VERIFICATION:** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

51. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. . By law, this questionnaire must be filed with the records administrator of the City of Wylie not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at http://www.wylietexas.gov/city_government/city_secretary/forms1.php. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code

END OF SECTION

#####

SECTION III SPECIFICATIONS

1. PROJECT

The following specifications are intended to describe the minimum requirements for concrete repair. The bid shall be based on a fixed price per the specification as required, and shall also be provided for saw cut and removal of existing concrete flatwork.

The City estimates the average annual expenditures for concrete flatwork to be approximately \$275,000. This estimate does not constitute an order, but only implies the City's probable expenditures for the contract period. Work performed under the contract will be ordered and scheduled on an as needed basis through the use of "Concrete Work Orders" (**Sample Form "1"**), and is subject to annual budgetary appropriations.

The contractor shall furnish all labor, materials and equipment necessary to complete concrete projects in accordance with the City's specifications and scheduling for each project.

Unless otherwise stated herein, all materials, equipment and construction methods covered under this contract shall conform to the Standard Specifications for Public Works Construction as published by the North Central Texas Council of Governments.

CONTRACTOR MUST OBTAIN COPIES OF THE LATEST CITY OF WYLIE STANDARD DETAILS (http://www.wylietexas.gov/departments/engineering/standard_construction_details.php) AND NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION WITH WYLIE AMENDMENTS. CONTRACTOR SHALL HAVE ONE COPY ON THE PROJECT AT ALL TIMES.

Bid prices shall remain firm for a period of one year. Contractor shall provide written notification to the City of any proposed price increase. Contract renewals are not dependent upon approval of price increases.

Unit prices as stated on the "Bid Form" (Exhibit "B") will be the basis for the payment to the contractor for completion of:

- 6 Inch Concrete Flatwork (including curbs and gutters)
- 8 Inch Concrete Flatwork (including curbs and gutters)
- Saw-Cut & Remove 6 Inch Concrete (including curbs and gutters)
- Saw-Cut & Remove 8 Inch Concrete (including curbs and gutters)
- 4 Inch Sidewalk, Remove & Replace
- 4 Inch Sidewalk, New Construction
- Barrier Free Ramp
- Saw-Cut & Remove Barrier Free Ramp

2. WORK ORDER BOND REQUIREMENTS

For the duration of this contract Payment Bonds and Performance Bonds may be required (**Bond Exhibits F-G**), to be determined by the dollar value of each Concrete Work Order (**Sample Form "1"**). Lien releases will be required and given to the City at the end of each work order. No payment by the City will be made to the contractor for completed work until the contractor delivers a lien release for any costs, actual or incidental, incurred during the completion of each work order.

3. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

All bidders must affirmatively demonstrate responsibility, and must meet the following requirements:

- have adequate financial resources, or the ability to obtain such resources as required;
- be able to comply with the required or proposed delivery schedule;
- have a satisfactory record of performance and safety;

- have a satisfactory record of integrity and ethics;
- be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

4. OFFERS

Bidders shall fill out the bid form completely, stating all prices in figures. The prices in the offer shall be full compensation. The costs of all material, labor, equipment, and incidental work required to complete the project ready for use must be included in the unit prices for the bid items provided on **Sample Form "1"**, and no direct compensation will be made for any other work. Material on hand will not be paid until all work is completed.

5. TESTING

All tests required will be paid for by the City. All re-testing will be paid for by the Contractor.

6. GRADES

Contractor is responsible for all surveying and staking for projects covered by this agreement. Contractor is responsible for insuring that gutter grades allow for proper drainage.

7. WORK ORDERS

City shall issue Concrete Work Orders for each project (Sample Form 1). Each work order shall be uniquely numbered, and shall contain a description of the location and required work. Contractors awarded an agreement shall review the work order, complete the project cost (based on the contracted pricing) and provide an estimated start and completion date. Note: That Performance and Payment Bonds will be required as stipulated in Section I/Paragraph "Bonds".

8. CONSTRUCTION SCHEDULE

Contractor must give notice of any water service interruptions to residents at least **48** hours in advance.

9. DELIVERY CHARGES

All delivery charges (FOB work sites) shall be included in the bid price.

10. BARRICADING AND TRAFFIC CONTROL

Streets will remain open to thru traffic and emergency vehicles during the duration of each project. Barricading and construction signage shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) requirements and shall be considered incidental in cost.

11. SAW-CUTTING

All existing concrete shall be sawed to limits of removal to insure uniformity. Costs for saw cutting shall be addressed on the Bid Form (**Exhibit "B"**).

12. LOCATING UTILITIES

Contractor shall be required to locate and protect all utilities, including sprinkler systems and other private underground installations. The Contractor shall protect all utilities during construction. Sprinkler system and other private underground installation relocation and repair shall be considered incidental.

13. FINAL CLEAN UP

Contractor will be responsible for the removal and proper disposal of waste created during the project duration, and will restore all disturbed areas to original condition or better. Areas disturbed by construction are to be sodded with the same type of grass that existed before construction began. Final clean up shall be complete prior to payment from the City for each work order.

14. WARRANTY

Successful bidder shall warrant that all work shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title, for a minimum of 1 year.

####

SAMPLE FORM "1"



CONCRETE WORK ORDER
Wylie Agreement W2014-65-A

Concrete Work Order # _____

Date: _____

Contractor: _____

Wylie Contact: _____

Phone: _____

Location of Work: _____

Description of Work:

Contractor's Response:

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
_____	6 Inch Concrete Flatwork *	_____	_____
_____	8 Inch Concrete Flatwork *	_____	_____
_____	Saw-Cut & Remove 6 Inch Concrete *	_____	_____
_____	Saw-Cut & Remove 8 Inch Concrete *	_____	_____
_____	4 Inch Sidewalk, Remove & Replace	_____	_____
_____	4 Inch Sidewalk, New Construction	_____	_____
_____	Barrier Free Ramp	_____	_____
_____	Saw-Cut & Remove Barrier Free Ramp	_____	_____

Start Date: _____ **Completion Date:** _____

*includes curbs and gutters

Signature

Date

Name / Title

Special Requirements: _____

Performance Bond: _____

Payment Bond: _____

EXHIBIT "A"
CITY OF WYLIE - INSURANCE REQUIREMENTS CONSTRUCTION SERVICES

By submitting a quote or bid the contractor is acknowledging the insurance requirements, and is asserting that if awarded a written contract or purchase order, the vendor will comply with all insurance requirements as specified herein within 10 days of request by the City. Should the contractor fail to submit the required insurance certificate within 10 days of request, vendor understands that they shall be deemed non-responsive and forfeit any applicable bid bond. Contractor also acknowledges that in award of a contract, the bid specification and subsequent purchase order constitutes a written contract and all insurance requirements are in effect.

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid. A certificate of insurance and endorsement pages meeting all requirements and provisions outlined herein shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. The City, at its own discretion, may require a certified copy of the policy.

The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, Owner shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, durations, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Wylie.

<i>Type of Insurance</i>	<i>Minimum Amount of Insurance</i>	<i>Provisions</i>
Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability (including tort liability of another in a business contract) f) Product Damage to City Property or others.	\$1,000,000 per occurrence, \$2,000,000 general aggregate; Or \$2,000,000 Products/Completed Operations Aggregate	City to be listed as additional insured, a Waiver of Subrogation, and provided 30-day notice of cancellation or material change in coverage. Cover shall be provided by an insurer possessing an A-VII. A. M. Best Rating
Business Auto Liability	\$500,000 each accident	City to be listed as additional insured
Workers' Compensation & Employers' Liability	\$500,000 each accident for bodily injury; or \$500,000 each employee for bodily injury by disease	City to be provided a Waiver of Subrogation

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. The coverage shall protect the Contractor; the City, its officers, officials, employees, boards and commissions and volunteers; and Consulting Engineer from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

This policy will have no coverage removed by exclusion. Policy will include coverage for:

- Premises/Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury
- Contractual Liability (including tort liability of another in a business contract)
- Product Damage to City Property or others.

2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability with minimum limits of \$500,000 each accident for bodily injury; or \$500,000 each employee for bodily injury by disease

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts, and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract.

3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers, and Consulting Engineer are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. **ISO additional insured endorsement CG 20 10 and CG 2037** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of the Contractor shall be utilized.
- b. The contractor's insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards and commissions or volunteers.
- d. The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverage:

- a. All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number project name, and bid number.
- b. Duration of the project includes the time from the beginning of work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
- d. Persons Providing Services on the Project - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling,

or delivering equipment or materials, or providing labor, transportation, or other services related to a project.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- XII**, or better.

F. VERIFICATION OF COVERAGE

Contractor shall provide the City with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

####

EXHIBIT "B"
BID FORM / VENDOR ACKNOWLEDGEMENT

Bid Amount

6 Inch Concrete Flatwork (including curbs and gutters)	\$ _____ / sq. yd.
8 Inch Concrete Flatwork (including curbs and gutters)	\$ _____ / sq. yd.
Saw-Cut & Remove 6 Inch Concrete (including curbs and gutters)	\$ _____ / sq. yd.
Saw-Cut & Remove 8 Inch Concrete (including curbs and gutters)	\$ _____ / sq. yd.
4 Inch Sidewalk, Remove & Replace	\$ _____ / sq. yd.
4 Inch Sidewalk, New Construction	\$ _____ / sq. yd.
Barrier Free Ramp	\$ _____ / each
Saw-Cut & Remove Barrier Free Ramp	\$ _____ / each

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business Phone: _____

E-mail Address of Representative: _____

Authorized Representative:

Signature: _____

Title: _____

Date: _____

Printed Name: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

EXHIBIT "C"
BIDDERS SUPPLEMENTAL INFORMATION

Contractor: _____

Indicate One: _____ Sole Proprietor _____ Partnership _____ Other

_____ Corporation _____ Joint Venture

Name: _____

Partner: _____

Title: _____

Title: _____

Address: _____

Address: _____

City: _____

City: _____

State & Zip: _____

State & Zip: _____

Phone: _____

Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Number of Years in Business as a Contractor on Above Types of Work: _____

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

Bank References (List Institution, Address, Contact Person, and Phone):

EXHIBIT "D"
CLIENT WORK HISTORY

Bidder: _____

List all experience/awarded contracts of similar size and the scope of work during the past (5) years.

1. Project: _____
Owner/Agency: _____
Contract Price: \$ _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Project Description: _____

2. Project: _____
Owner/Agency: _____
Contract Price: \$ _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Project Description: _____

3. Project: _____
Owner/Agency: _____
Contract Price: \$ _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Project Description: _____

4. Project: _____
Owner/Agency: _____
Contract Price: \$ _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Project Description: _____

EXHIBIT "E"
CONTRACTOR'S SAFETY RECORD

I. Complete the matrix below for the last five years, as obtained from OSHA required logs:

OSHA Log # _____ (contractor to indicate the OSHA reporting form used to report the numbers below)

	2013	2012	2011	2010	2009
Number of injuries & illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					

II. Please answer the following questions regarding your safety program

a. Are regular project safety meetings held for Field Supervisor(s)?

___ yes

___ no

If yes, frequency:

___ weekly

___ bi-monthly

___ monthly

___ as needed

b. Are project safety inspections conducted?

___ yes

___ no

If yes, who performs inspections? _____

How often? _____

Who is required to attend? _____

c. Does your organization have a written safety program?

___ yes

___ no

If yes, provide a copy. It will become a compliance document upon contract award.

d. Does your organization have a safety orientation program for new employees?

___ yes

___ no

For employees promoted to Field Supervisor?

___ yes

___ no

If yes, does your Supervisor Safety Program include instructions on the following:

Safety work practices	☐ yes	☐ no
Tool box safety meetings	☐ yes	☐ no
First aid procedures	☐ yes	☐ no
Accident investigation	☐ yes	☐ no
Fire protection	☐ yes	☐ no
New worker's orientation	☐ yes	☐ no

####

EXHIBIT "F"
PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENT:

That _____ whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of Texas, and fully licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the CITY OF WYLIE, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary," in the penal sum of _____ DOLLARS (\$ _____) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Wylie, the Beneficiary, dated the _____ of _____, A.D. 20____, which is made part hereof by reference, for the construction of certain public improvements that are generally described as follows:

ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
(Various Locations)

AGREEMENT# W2014-65-A
WORK ORDER # _____
City of Wylie, TX

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the plans, specifications and Contract documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under or the specifications accompanying the same shall in anyway 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 or to the Specifications.

This Bond is given pursuant to the provisions of Article 5160 of Vernon's Annotated Civil Statutes, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or _____ County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____, 20__.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

The Resident Agent of the Surety in Collin or _____ County, Texas, for delivery of notice and service of the process is:

NAME: _____

ADDRESS: _____

Note: Date of Performance Bond must be date of Contract. If Resident Agent is not a corporation, give person's name.

EXHIBIT "G"
PAYMENT BOND

COLLIN COUNTY §
STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENT

That _____, whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of Texas, and fully licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the CITY OF WYLIE, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary," in the penal sum of _____ DOLLARS (\$ _____) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Wylie, dated the _____ of _____, A.D. 20____, which is made part hereof by reference, for the construction of certain public improvements that are generally described as follows:

ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
(Various Locations)
AGREEMENT# W2014-65-A
WORK ORDER # _____
City of Wylie, TX

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway 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 there under.

This Bond is given pursuant to the provisions of Article 5160 of Vernon's Annotated Civil Statutes, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or _____ County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

The Resident Agent of the Surety in Collin or _____ County, Texas, for delivery of notice and service of the process is:

NAME: _____

ADDRESS: _____

Note: Date of Payment Bond must be date of Contract. If Resident Agent is not a corporation, give person's name.

EXHIBIT "H"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer of _____ (herein "Contractor") is either employed by the City of Wylie or is an elected official of the City of Wylie and who has a financial interest, direct or indirect, in any contract with the City of Wylie or has a financial interest, directly or indirectly, in the sale to the City of Wylie of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Wylie City Charter, interest represented by ownership of stock by a City of Wylie employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By:

Signature

Print Name

Title

Date

STATE OF _____ §

§

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public, State of _____

EXHIBIT "I"

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

2. **Are filing an update to a previously filed questionnaire. YES_____ NO_____**

(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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes _____ No _____

B. Is the filer of the questionnaire 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? Yes _____ No _____

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 of 10 percent or more?

Yes _____ No _____

D. Describe each employment or business relationship with the local government officer named in this section.

4. **Signature of person doing business with the governmental entity**

Date

Local Government Officers City of Wylie, Texas

For purposes of completion of the required Conflict of Interest Questionnaire for the City of Wylie Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor: Eric Hogue

Council
Members: Nathan Scott, Mayor Pro Tem
Diane Culver, Council Member
Bennie Jones, Council Member
Rick White, Council Member
Todd Wintters, Council Member
Keith Stephens, Council Member

City Manager: Mindy Manson



March 21, 2014

Page 1 of 1

Re: Addendum #1

Bid No. W2014-65-A
Concrete Repairs & Maintenance Annual Price Agreement

Addendum #1 is issued. Please see the following for changes/additions/deletions to the specifications:

The following questions were asked at the Pre-Bid Meeting 3/20/14:

Q. Is all work considered to be “turn-key” completed including caulking and striping?

A. If a sealed joint is removed, contractors are required to replace with same.

Q. Are barricades, cones and signage expenses to be factored into the unit pricing?

A. No. These expenses will vary by work order, and paragraph 10 of the bid specification is amended to read:

10. BARRICADING AND TRAFFIC CONTROL

Streets will remain open to thru traffic and emergency vehicles during the duration of each project. Barricading and construction signage shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) requirements. Expenses for such items shall be quoted and mutually agreed upon by both parties, subject to the requirements of each separate work order.

Vendors who may have already submitted a bid and feel this addendum may change their bid price may pick up their bid and return it **prior to March 31, 2014 @ 3:00 PM.** If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.

If you have any questions regarding this addendum, please contact the City of Wylie Purchasing Department, (972) 516-6140.

Acknowledge receipt of this addendum by initialing in the appropriate space on the Vendor Acknowledgment Page if you have not previously submitted a bid.



**BID TABULATION
W2014-53-B**

**CONCRETE MAINTENANCE AND REPAIRS
Annual Price Agreement
3/31/14**

BIDDER	6" Concrete Flatwork sq. yd	8" Concrete Flatwork sq. yd	Saw-Cut & Removal of 6" Concrete sq. yd	Saw-Cut & Removal of 8" Concrete sq. yd	4" Sidewalk Remove & Replace sq. yd	4 " Sidewalk New sq. yd	Barrier Free Ramp each	Saw-Cut & Removal Barrier Free Ramp each
GT Construction	\$56.00	\$60.00	\$50.00	\$52.00	\$54.00	\$38.00	\$375.00	\$600.00
Holley & Holley Concrete Co Inc.	\$108.00	\$126.00	\$27.00	\$33.75	\$81.00	\$49.50	\$1,200.00	\$600.00
Tackett Concrete LLC	\$51.66	\$58.86	\$67.86	\$75.06	\$72.99	\$56.79	\$850.00	\$500.00

I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

Glenna Hayes

March 31, 2014

Glenna Hayes C.P.M., A.P.P. Purchasing Agent

Date

"BID TABULATION STATEMENT"

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS AND CITY OF WYLIE BID SPECIFICATIONS AND PROJECT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

GT CONSTRUCTION, INC.

(972) 984-7932
712 Lynda Ln.
Wylie, TX 75098

Phone # 972-984-7932 info@gtconstruction-inc.com
Fax # 972 429-5703

Estimate

DATE	ESTIMATE #
4/13/2015	3706

City of Sachse
5560 Hwy 78
Sachse, Tx 75048
Attn: Greg Peters

Job Site

Group 2 WoodBridge / Sachse Rd

Project**Group 2**

DESCRIPTION	QTY	COST	Total
Saw cut and remove existing damaged concrete and curb excavate and haul off existing sub grade, approx 6". 97'x24' , 64'x34', 48'x13', 14'x14', 14'x14' and approx 64' of curb. Approx 613 sq yards. (This item is discounted from contract price)	613	40.00	24,520.00
Install new 8" concrete per code- City of Sachse Tx. 97'x24', 64'x34', 48'x13', 14'x14', 14'x14' and approx 64' of curb	613	60.00	36,780.00
Hall in and compact 6" of flex base 97'x24', 64'x34', 48'x13', 14'x14', 14'x14' and approx 64' of curb.	1	2,310.00	2,310.00
Total			\$63,610.00

ACCEPTED BY: _____, DATE _____, PREFERRED TIME FOR SCHEDULING: _____

PLEASE VERIFY FOOTAGE - (SQ FT, LINEAR FT, ETC.), (SQ. FT. IS ESTIMATE ONLY)

IF ESTIMATE IS ACCEPTED BY CUSTOMER, PLEASE SIGN AND DATE, FAX BACK TO (972)429-5703 or SCAN & SEND to info@gtconstruction-inc.com FOR SCHEDULING.

GT Construction, Inc. shall not be held liable for any such instances of occurrences for damages underground, including underground utilities. Equipment and materials supplied by the contractor are warranted to the extent of the manufactures warranty. Other exclusions: Permit fees and landscaping/sodding are not included unless stated on this estimate.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED SEVENTY THOUSAND DOLLARS AND ZERO CENTS (\$70,000.00) TO GT CONSTRUCTION, INCORPORATED FOR CONCRETE PAVEMENT REPLACEMENT TO WOODBRIDGE PARKWAY AT THE INTERSECTION OF SACHSE ROAD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sachse is responsible for the maintenance of public roads within the City; and

WHEREAS, Woodbridge Parkway is classified as a minor arterial roadway in the City of Sachse; and

WHEREAS, there are multiple sections of concrete pavement and concrete curb on Woodbridge Parkway that are in substandard condition and require replacement; and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, goods and services; and

WHEREAS, the City of Sachse, Texas is a member of the Collin County Purchasing Cooperative; and

WHEREAS, the City of Sachse desires to utilize contract pricing through the Collin County Purchasing Cooperative for Concrete Services with GT Construction, Incorporated for concrete pavement replacement on Woodbridge Parkway at the intersection of Sachse Road; and

WHEREAS, A Purchase Order needs to be authorized by the City Council for said paving improvements and the City Manager should be authorized to execute said Purchase Order not to exceed \$70,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS;

SECTION 1: That the City Council hereby approves the use of cooperative purchasing through the Collin County Purchasing Department to purchase products including concrete paving and authorizes the City Manager to enter into an agreement with this participating entity.

SECTION 2: That this resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED this 18th day of January, 2016.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary



Legislation Details (With Text)

File #:	16-3184	Version:	1	Name:	Purchase Order for Street Maintenance Tax Projects
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/13/2016	In control:		In control:	City Council
On agenda:	1/18/2016	Final action:		Final action:	
Title:	Consider a resolution approving purchase orders in the amount not to exceed two hundred twenty-five thousand dollars (\$225,000.00) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Project Map Exhibit B - Street Information Exhibit C - Cost Estimate Exhibit D - Grand Prairie - Reynolds - initial contract Resolution for Purchase Orders to Reynolds Asphalt				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Title

Consider a resolution approving purchase orders in the amount not to exceed two hundred twenty-five thousand dollars (\$225,000.00) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects.

Background

Four asphalt roads are slated to be improved this fiscal year through the use of Street Maintenance Tax funds. The asphalt roadways listed in the Capital Improvement Plan (CIP) this fiscal year include the following and are shown on Exhibit "A" Project Maps:

- 1) 6th Street from 5th Street to Sachse Street
- 2) 2nd Street from Bonanza Drive to Sachse Street
- 3) Sachse Street from Ben Davis to 3rd Street
- 4) Meadowcreek from Westcreek to end

Photos and details of the existing conditions of the roads are shown in Exhibit "B" Street Information.

The Contractor has provided the City with a cost estimate for each project, based upon full depth asphalt replacement of the streets and partial depth subgrade replacement. The estimated costs are shown in Exhibit "C" - Cost Estimates. The estimated costs total \$205,574.00. Staff is recommending a not-to-exceed amount of \$225,000.00, to allow for

additional pavement removal and replacement at drive approaches, and additional pavement removal as necessary to maintain a proper cross-slope of the roads.

Policy Considerations

The City Council previously approved an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie, Ordinance No. 3381. This allows the City of Sachse to utilize existing contracts publicly bid and awarded by the City of Grand Prairie and vice versa. The City of Grand Prairie executed a contract with Reynolds Asphalt & Construction Company for asphalt pavement improvements, as shown in Exhibit "D". The City of Sachse will utilize the unit bid pricing in the Grand Prairie contract to install the asphalt paving improvements for the street maintenance tax projects identified by the City Council this fiscal year.

City Council approval of the purchase orders will allow the Contractor to move forward with the scheduling of the projects. The construction will be completed this year.

Budgetary Considerations

The 2015-2016 Fiscal Year Budget includes \$304,879.00 in funding for street maintenance tax projects as approved by the City Council. The identified projects for this year are:

- 1) 6th Street from 5th Street to Sachse Street
- 2) 2nd Street from Bonanza Drive to Sachse Street
- 3) Sachse Street from Ben Davis to 3rd Street
- 4) Meadowcreek from Westcreek to end

Staff Recommendations

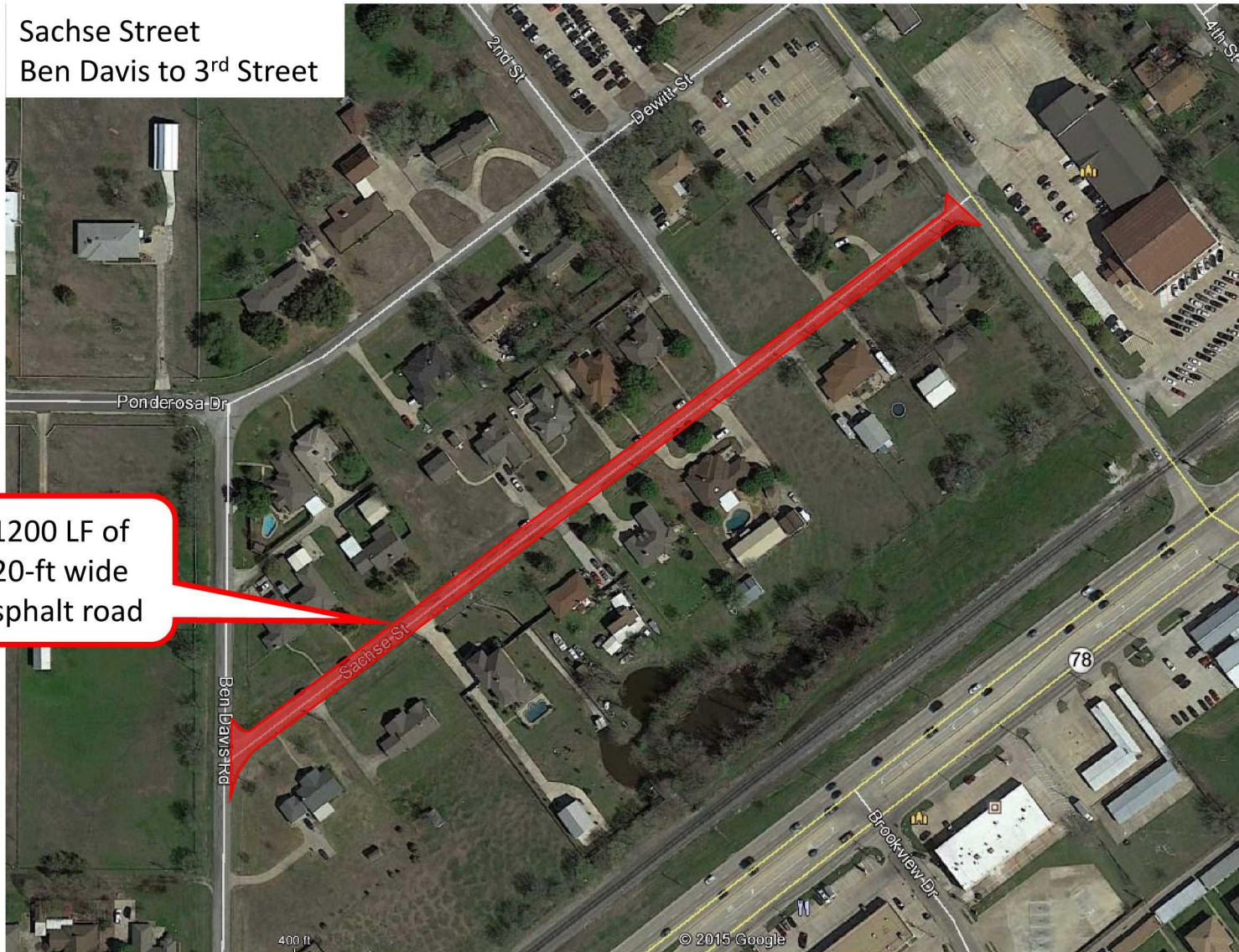
Approve a resolution authorizing purchase orders in the amount not to exceed two hundred twenty-five thousand dollars (\$225,000.00) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects.

Sachse Street Maintenance Tax Projects

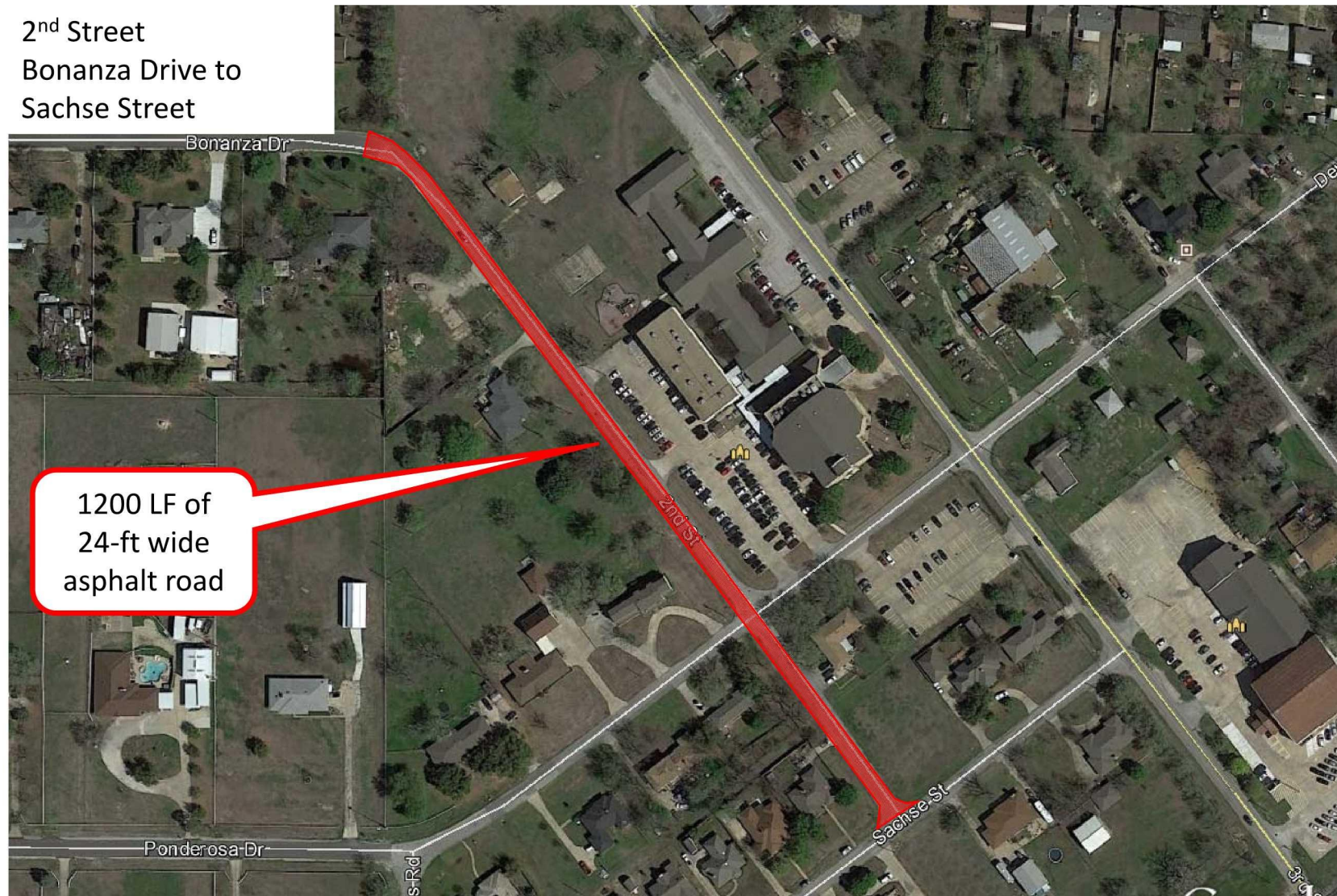
Fiscal Year 2015-2016

Sachse Street
Ben Davis to 3rd Street

1200 LF of
20-ft wide
asphalt road



2nd Street
Bonanza Drive to
Sachse Street



6th Street
5th Street to Sachse Street



530 LF of 18-ft
wide asphalt
road

Meadowcreek
From Westcreek to end





LOCATION MAP

6TH STREET

Location

From: Sachse St
To: 5th Street

Street Details

Classification: Local
Year Built: N/A
Street Width: 24 ft
Street Length: 540 ft
Material Type: Asphalt
Material Details: 5" Asphalt

Pavement Assessment

Failure Type: Loss of surface integrity
PASER Score: 1
Condition Overview: Loss of surface integrity- asphalt is loose and worn away

Utility Details

Water: N/A
Sanitary : N/A
Storm: N/A

Recommendations

Action: Full depth replacement
Scope: Mill surface, cement treat subgrade and resurface road.
Anticipated Cost: \$44,000
Funding Source: Street Maintenance Tax
Project Partners: N/A
Funds Available: TBD

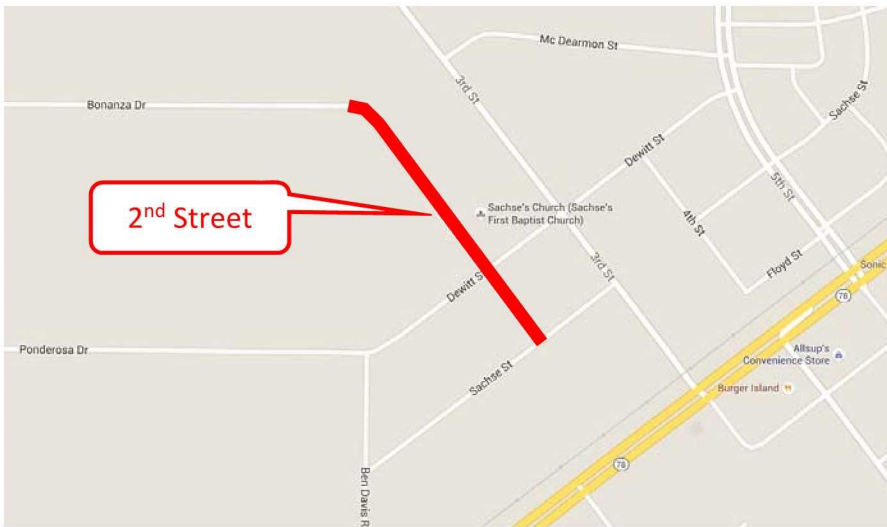
Last Update: 2015



SITE PHOTO #1



SITE PHOTO #2



LOCATION MAP



SITE PHOTO #1



SITE PHOTO #2

2ND STREET

Location

From: Bonanza Drive

To: Sachse Street

Street Details

Classification: Local

Year Built: N/A

Street Width: 24 ft

Street Length: 1,200 ft

Material Type: Asphalt

Material Details: 5" Asphalt

Pavement Assessment

Failure Type: Rutting and cracking

PASER Score: 1

Condition Overview: Severe rutting and cracking, surface integrity is lost

Utility Details

Water: 8" PVC (south side)

Sanitary Sewer: 6" PVC (north side)

Storm: N/A

Recommendations

Action: Full depth replacement

Scope: Mill surface, cement treat subgrade and resurface road.

Anticipated Cost: \$96,000

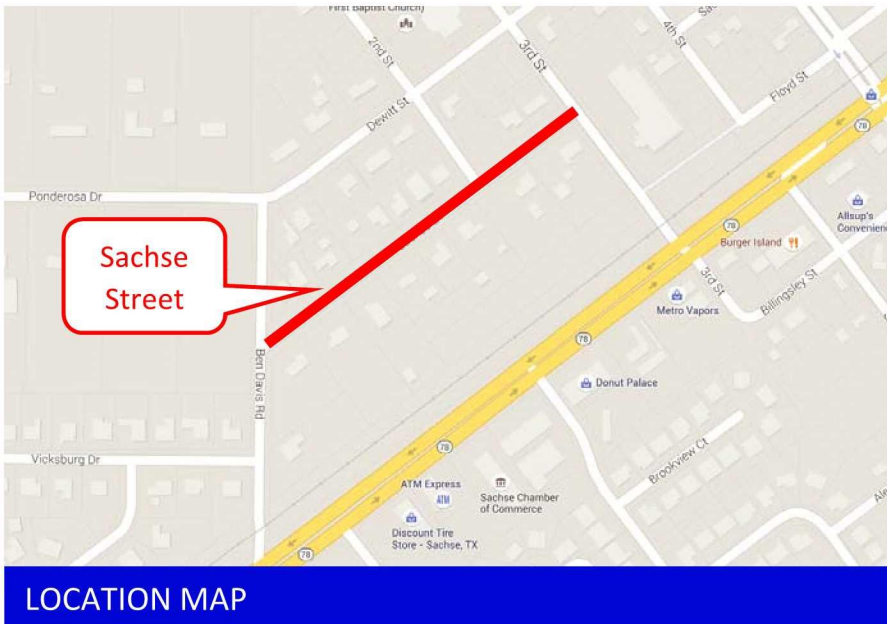
Funding Source: Street

Maintenance Tax

Project Partners: N/A

Funds Available: TBD

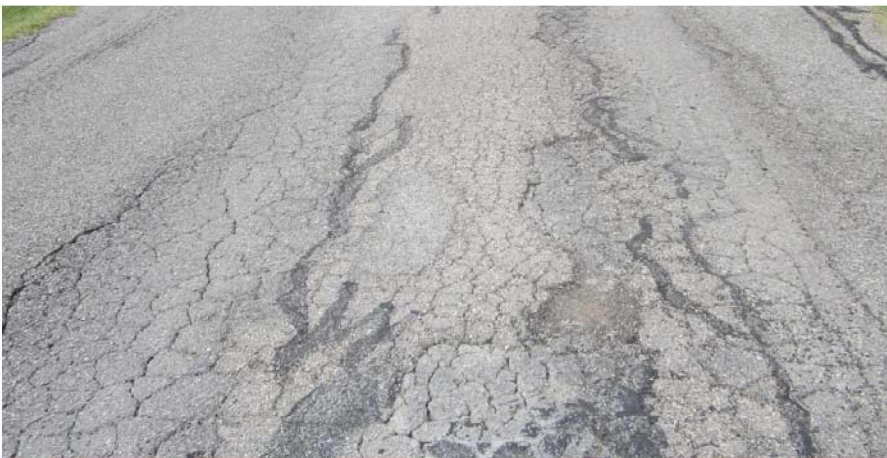
Last Update: 2015



LOCATION MAP



SITE PHOTO #1



SITE PHOTO #2

SACHSE STREET

Location

From: Ben Davis
To: 3rd Street

Street Details

Classification: Local
Year Built: N/A
Street Width: 24 ft
Street Length: 1,200 ft
Material Type: Asphalt
Material Details: 5" Asphalt

Pavement Assessment

Failure Type: Loss of surface integrity
PASER Score: 1
Condition Overview: Loss of surface integrity – asphalt is loose and worn away

Utility Details

Water: 8" PVC (south side)
Sanitary Sewer: 6" PVC (north side)
Storm: N/A

Recommendations

Action: Full depth replacement
Scope: Mill surface, cement treat subgrade and resurface road.
Anticipated Cost: \$96,000
Funding Source: Street Maintenance Tax
Project Partners: N/A
Funds Available: TBD

Last Update: 2015



LOCATION MAP



SITE PHOTO #1



SITE PHOTO #2

MEADOWCREEK LANE

Location

From: Westcreek Ln

To: End

Street Details

Classification: Local Street

Year Built: 1980

Street Width: 24 ft

Street Length: 725 ft

Material Type: Asphalt

Material Details: 5" Asphalt

Pavement Assessment

Failure Type: Alligator cracking and severe rutting

PASER Score: 2

Condition Overview: Alligator cracking and severe rutting – two deep ruts (>3")

Utility Details

Water: 6" PVC (north side)

Sanitary Sewer: 6" PVC (south side)

Storm: N/A

Recommendations

Action: Full depth replacement

Scope: Mill surface, cement treat subgrade and resurface road.

Anticipated Cost: \$58,000

Funding Source: Street

Maintenance Tax

Project Partners: N/A

Funds Available: TBD

Last Update: 2015

CITY OF SACHSE

6th Street

		UNIT PRICE	TOTAL	TOTAL
		BID	QUANTITY	COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS \$ 76.75		\$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS \$ 81.50		\$ -
3	HMAC Type D Delivered less than 499 tons	TONS \$ 87.00		\$ -
4	HMAC Type C Delivered more than 1500 tons	TONS \$ 73.50		\$ -
5	HMAC Type C Delivered 500 to 1499 tons	TONS \$ 77.00	125.00	\$ 9,625.00
6	HMAC Type C Delivered less than 499 tons	TONS \$ 82.50		\$ -
7	HMAC Type B Delivered more than 1500 tons	TONS \$ 63.00		\$ -
8	HMAC Type B Delivered 500 to 1499 tons	TONS \$ 66.50		\$ -
9	HMAC Type B Delivered less than 499 tons	TONS \$ 72.50		\$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant Items# 1-9 Per Ton Per Mile	EACH \$ 14.40	125.00	\$ 1,800.00
	**NOTE: \$0.45 per mile @ 32 miles **	PER TON MILE		
11	Move In/Out Charge for projects under 499 tons	EACH \$ 750.00		\$ -
12	Thoroughfare Traffic Control Charges Per street	EACH \$ 1,200.00		\$ -
13	Manhole Ring Riser Adjustment/Placement Ring	EACH \$ 100.00		\$ -
14	Valve Ring Riser Adjustment/Placement Ring	EACH \$ 70.00		\$ -
15	Base Repair - 6" Flex Base & 2" HMAC	SY \$ 35.00		\$ -
16	Base Repair - Flex Base installed only	TONS \$ 15.50		\$ -
17	8" Cement Stab Existing - more than 3000 sy	SY \$ 7.00	1,178.00	\$ 8,246.00
18	8" Cement Stab Existing - 1400 to 2999 sy	SY \$ 8.25		\$ -
19	8" Cement Stab Existing - less than 1399 sy	SY \$ 12.00		\$ -
20	Hauling Excessive Material more than 101 cy	CY \$ 16.75		\$ -
21	Hauling Excessive Material 51 to 100 cy	CY \$ 20.50		\$ -
22	Hauling Excessive Material less than 50 cy	CY \$ 25.00		\$ -
23	Wedge Mill	LF \$ 4.50		\$ -
24	Full Depth Milling	SY \$ 4.00	1,060.00	\$ 4,240.00
25	Backfill Shoulders	LF \$ 0.85	1,060.00	\$ 901.00
26	8" Pulverization	SY \$ 3.00		\$ -

TOTAL FOR PAGE

\$ 24,812.00

CITY OF SACHSE

2nd Street

		UNIT PRICE		TOTAL	TOTAL
		BID		QUANTITY	COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS	\$ 76.75		\$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS	\$ 81.50		\$ -
3	HMAC Type D Delivered less than 499 tons	TONS	\$ 87.00		\$ -
4	HMAC Type C Delivered more than 1500 tons	TONS	\$ 73.50		\$ -
5	HMAC Type C Delivered 500 to 1499 tons	TONS	\$ 77.00	390.00	\$ 30,030.00
6	HMAC Type C Delivered less than 499 tons	TONS	\$ 82.50		\$ -
7	HMAC Type B Delivered more than 1500 tons	TONS	\$ 63.00		\$ -
8	HMAC Type B Delivered 500 to 1499 tons	TONS	\$ 66.50		\$ -
9	HMAC Type B Delivered less than 499 tons	TONS	\$ 72.50		\$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant Items# 1-9 Per Ton Per Mile	EACH PER TON MILE	\$ 14.40	390.00	\$ 5,616.00
	**NOTE: \$0.45 per mile @ 32 miles **				
11	Move In/Out Charge for projects under 499 tons	EACH	\$ 750.00		\$ -
12	Thoroughfare Traffic Control Charges Per street	EACH	\$ 1,200.00		\$ -
13	Manhole Ring Riser Adjustment/Placement Ring	EACH	\$ 100.00		\$ -
14	Valve Ring Riser Adjustment/Placement Ring	EACH	\$ 70.00		\$ -
15	Base Repair - 6" Flex Base & 2" HMAC	SY	\$ 35.00		\$ -
16	Base Repair - Flex Base installed only	TONS	\$ 15.50		\$ -
17	8" Cement Stab Existing - more than 3000 sy	SY	\$ 7.00	3,467.00	\$ 24,269.00
18	8" Cement Stab Existing - 1400 to 2999 sy	SY	\$ 8.25		\$ -
19	8" Cement Stab Existing - less than 1399 sy	SY	\$ 12.00		\$ -
20	Hauling Excessive Material more than 101 cy	CY	\$ 16.75		\$ -
21	Hauling Excessive Material 51 to 100 cy	CY	\$ 20.50		\$ -
22	Hauling Excessive Material less than 50 cy	CY	\$ 25.00		\$ -
23	Wedge Mill	LF	\$ 4.50		\$ -
24	Full Depth Milling	SY	\$ 4.00	3,200.00	\$ 12,800.00
25	Backfill Shoulders	LF	\$ 0.85	2,400.00	\$ 2,040.00
26	8" Pulverization	SY	\$ 3.00		\$ -

TOTAL FOR PAGE

\$ 74,755.00

CITY OF SACHSE				UNIT PRICE	TOTAL	TOTAL
Sachse Street				BID	QUANTITY	COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS	\$	76.75		\$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS	\$	81.50		\$ -
3	HMAC Type D Delivered less than 499 tons	TONS	\$	87.00		\$ -
4	HMAC Type C Delivered more than 1500 tons	TONS	\$	73.50		\$ -
5	HMAC Type C Delivered 500 to 1499 tons	TONS	\$	77.00	325.00	\$ 25,025.00
6	HMAC Type C Delivered less than 499 tons	TONS	\$	82.50		\$ -
7	HMAC Type B Delivered more than 1500 tons	TONS	\$	63.00		\$ -
8	HMAC Type B Delivered 500 to 1499 tons	TONS	\$	66.50		\$ -
9	HMAC Type B Delivered less than 499 tons	TONS	\$	72.50		\$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant Items# 1-9 Per Ton Per Mile	EACH PER TON	\$	14.40	325.00	\$ 4,680.00
	**NOTE: \$0.45 per mile @ 32 miles **	MILE				
11	Move In/Out Charge for projects under 499 tons	EACH	\$	750.00		\$ -
12	Thoroughfare Traffic Control Charges Per street	EACH	\$	1,200.00		\$ -
13	Manhole Ring Riser Adjustment/Placement Ring	EACH	\$	100.00		\$ -
14	Valve Ring Riser Adjustment/Placement Ring	EACH	\$	70.00		\$ -
15	Base Repair - 6" Flex Base & 2" HMAC	SY	\$	35.00		\$ -
16	Base Repair - Flex Base installed only	TONS	\$	15.50		\$ -
17	8" Cement Stab Existing - more than 3000 sy	SY	\$	7.00	2,935.00	\$ 20,545.00
18	8" Cement Stab Existing - 1400 to 2999 sy	SY	\$	8.25		\$ -
19	8" Cement Stab Existing - less than 1399 sy	SY	\$	12.00		\$ -
20	Hauling Excessive Material more than 101 cy	CY	\$	16.75		\$ -
21	Hauling Excessive Material 51 to 100 cy	CY	\$	20.50		\$ -
22	Hauling Excessive Material less than 50 cy	CY	\$	25.00		\$ -
23	Wedge Mill	LF	\$	4.50		\$ -
24	Full Depth Milling	SY	\$	4.00	2,667.00	\$ 10,668.00
25	Backfill Shoulders	LF	\$	0.85	2,400.00	\$ 2,040.00
26	8" Pulverization	SY	\$	3.00		\$ -
TOTAL FOR PAGE						\$ 62,958.00

CITY OF SACHSE				UNIT PRICE	TOTAL	TOTAL
Meadow Creek Lane				BID	QUANTITY	COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS	\$	76.75		\$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS	\$	81.50		\$ -
3	HMAC Type D Delivered less than 499 tons	TONS	\$	87.00		\$ -
4	HMAC Type C Delivered more than 1500 tons	TONS	\$	73.50		\$ -
5	HMAC Type C Delivered 500 to 1499 tons	TONS	\$	77.00	225.00	\$ 17,325.00
6	HMAC Type C Delivered less than 499 tons	TONS	\$	82.50		\$ -
7	HMAC Type B Delivered more than 1500 tons	TONS	\$	63.00		\$ -
8	HMAC Type B Delivered 500 to 1499 tons	TONS	\$	66.50		\$ -
9	HMAC Type B Delivered less than 499 tons	TONS	\$	72.50		\$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant Items# 1-9 Per Ton Per Mile	EACH PER TON MILE	\$	14.40	225.00	\$ 3,240.00
	**NOTE: \$0.45 per mile @ 32 miles **					
11	Move In/Out Charge for projects under 499 tons	EACH	\$	750.00		\$ -
12	Thoroughfare Traffic Control Charges Per street	EACH	\$	1,200.00		\$ -
13	Manhole Ring Riser Adjustment/Placement Ring	EACH	\$	100.00		\$ -
14	Valve Ring Riser Adjustment/Placement Ring	EACH	\$	70.00		\$ -
15	Base Repair - 6" Flex Base & 2" HMAC	SY	\$	35.00		\$ -
16	Base Repair - Flex Base installed only	TONS	\$	15.50		\$ -
17	8" Cement Stab Existing - more than 3000 sy	SY	\$	7.00	1,993.00	\$ 13,951.00
18	8" Cement Stab Existing - 1400 to 2999 sy	SY	\$	8.25		\$ -
19	8" Cement Stab Existing - less than 1399 sy	SY	\$	12.00		\$ -
20	Hauling Excessive Material more than 101 cy	CY	\$	16.75		\$ -
21	Hauling Excessive Material 51 to 100 cy	CY	\$	20.50		\$ -
22	Hauling Excessive Material less than 50 cy	CY	\$	25.00		\$ -
23	Wedge Mill	LF	\$	4.50		\$ -
24	Full Depth Milling	SY	\$	4.00	1,840.00	\$ 7,360.00
25	Backfill Shoulders	LF	\$	0.85	1,380.00	\$ 1,173.00
26	8" Pulverization	SY	\$	3.00		\$ -

TOTAL FOR PAGE

\$ 43,049.00

ID**1528****Department:**

Purchasing for Streets

Vendor Name:

Reynolds Asphalt ✓

Project Name:

11099 Pavement Resurfacing Service - Reynolds - initial contract

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

258111-63030

Contract Amount: ✓

\$2,780,213.00

Implementation Date:

10/1/2011

Termination Date:

9/30/2012

City Council Appr. Date:

9/6/2011

Insurer A Name:

Continental Ins.

Insurer A Expiration:

5/8/2012

Insurer B Name:

Starr ind

Insurer B Expiration:

5/8/2012

Insurer C Name:

Valley Forge Ins

Insurer C Expiration:

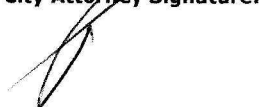
5/8/2012

Insurer D Name:**Insurer D Expiration:****Insurer E Name:****Insurer E Expiration:****Return Executed Copy To:**

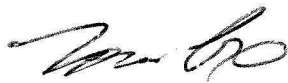
purchasing interoffice mail

Department Manager Signature:**Date:**

9-15-11

**City Attorney Signature:****Date:**

9/19

City Manager/Deputy City Manager Signature:**Date:**

9/20/11

City Secretary Signature:**Date:**

9/20/11

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 **REYNOLDS ASPHALT & CONSTRUCTION CO.** (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide pavement resurfacing service per bid award resulting from vendor's response to RFB #11099, submitted by Ned Tankersley on August 22, 2011. 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. If the amount of the services ordered exceeds the estimate, it may be necessary to seek additional approval from the Council or City Manager's Office, as set out in Paragraph IV and VIII herein.

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.
- 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 bid.

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 bid for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$2,780,213.00 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 October 1, 2011, and shall terminate midnight September 30, 2012, at which time all of the work called for under this Contract must be completed 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.

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 his chosen agent, 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

Buyer ~ Purchasing Division

972/237-8262 Phone ~ 972/237-8265 Fax

amize@gptx.org

City of Grand Prairie

318 W. Main Street, Grand Prairie, TX 75050

PO Box 534045, Grand Prairie, TX 75053-4045

Ronnie Bates

Street Services Manager ~ Public Works - Streets

972/237-8526 Phone ~ 972/237-8533 Fax

rbates@gptx.org

City of Grand Prairie

1821 S. Sh161, Grand Prairie, TX 75052

PO Box 534045, Grand Prairie, TX 75053-4045

VENDOR:

Ned Tankersley, Vice President

817/267-3131 Phone ~ 817/267-7022 Fax

ntankersley@reynoldsasphalt.com

Reynolds Asphalt & Construction Co.

PO Box 370, Euless TX 76039

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

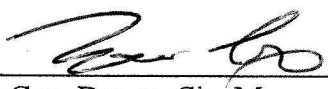
VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

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 26th day of Sept., 2012

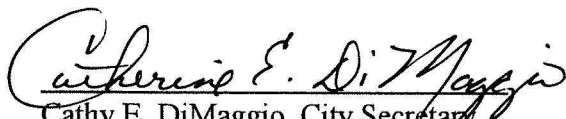
CITY OF GRAND PRAIRIE, TEXAS

By: 
Tom Cox, Deputy City Manager

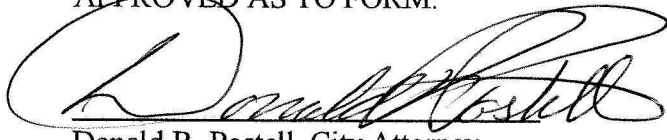
**REYNOLDS ASPHALT &
CONSTRUCTION CO.**

By: 
Printed
Name: Ned Tankersley
Title: Vice President

ATTEST:


Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:


Donald R. Postell, City Attorney

RECEIVED

SEP 13 2011

CITY OF GRAND PRAIRIE
PURCHASING

Exhibit A

Solicitation 11099

Pavement Resurfacing Service



City of Grand Prairie

Bid 11099 Pavement Resurfacing Service

Bid Number **11099**
Bid Title **Pavement Resurfacing Service**

Bid Start Date **Aug 4, 2011 8:37:08 AM CDT**
Bid End Date **Aug 22, 2011 2:00:00 PM CDT**
Question & Answer End Date **Aug 18, 2011 5:00:00 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 **Not Applicable**

Bid Comments **It is the intent of this specification to obtain an annual price agreement for the purchase of pavement resurfacing services for the City of Grand Prairie Public Works Street Maintenance Division. The work covered by this specification is for cleaning, preparing surface, placing tack coat and overlaying with HMAC of city streets. All construction shall be in accordance with this specification, NCTCOG and the Texas Highway specification.**
Information, questions or clarification concerning the intent of these specifications will be available from Street Department, Leland Miller, 972-237-8529, or city Purchasing Division, Ms. Angi Mize, 972-237-8262, amize@gptx.org,

Item Response Form

Item **11099-01-01 - HMAC Type D Delivered**
Quantity **7905 ton**
Unit Price

67.00

Delivery Location **City of Grand Prairie**
No Location Specified

Qty 7905

Description

1500 Tons or more of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "D" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

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.

Item	11099-01-02 - HMAC Type D Delivered less than 1499
Quantity	4656 ton
Unit Price	71.00
Delivery Location	City of Grand Prairie <u>No Location Specified</u>

Qty 4656

Description

500-1499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "D" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

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.

Item	11099-01-03 - HMAC Type D Delivered less than 499
Quantity	1200 ton
Unit Price	76.00
Delivery Location	City of Grand Prairie <u>No Location Specified</u>

Qty 1200

Description

2-499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "D" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

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.

Item	11099-01-04 - HMAC Type C Delivered
Quantity	5400 ton
Unit Price	69.00
Delivery Location	City of Grand Prairie <u>No Location Specified</u>

Qty 5400

Description

1500 Tons or more of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "C" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

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.

Item	11099-01-05 - HMAC Type C Delivered less than 1499
Quantity	3000 ton

Unit Price **67.00**
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 3000

Description

500-1499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "C" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

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.

Item **11099-01-06 - HMAC Type C Delivered less than 499**
 Quantity **1200 ton**
 Unit Price **72.00**
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 1200

Description

2-499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "C" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

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.

Item **11099-01-07 - HMAC Type B Delivered**
 Quantity **5400 ton**
 Unit Price **55.00**
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 5400

Description

1500 Tons or more of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "B" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

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.

Item **11099-01-08 - HMAC Type B Delivered less than 1499**
 Quantity **3000 ton**
 Unit Price **58.00**
 Delivery Location **City of Grand Prairie**
No Location Specified

Qty 3000**Description**

500-1499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "B" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

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.

Item **11099-01-09 - HMAC Type B Delivered less than 499**

Quantity **1200 ton**

Unit Price **63.00**

Delivery Location **City of Grand Prairie**
No Location Specified

Qty 1200**Description**

2-499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "B" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

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.

Item **11099-01-10 - Additional Mileage Charge**

Quantity **5403 ton**

Unit Price **.40**

Delivery Location **City of Grand Prairie**
No Location Specified

Qty 5403**Description**

Additional mileage hauled beyond the first 10 miles from plant to job site for items 1-9 per ton.

Item **11099-01-11 - Move In Charge**

Quantity **30 each**

Unit Price **500.00**

Delivery Location **City of Grand Prairie**
No Location Specified

Qty 30**Description**

Move in charge for projects under 499 tons

Item **11099-01-12 - Thorough Fare Traffic Control**

Quantity **30 each**

Unit Price **800.00**
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 30

Description

Thoroughfare traffic control setup charge per project

Item **11099-01-13 - Manhole Ring Riser**
Quantity **603 each**
Unit Price **75.00**
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 603

Description

Vendor to provide manhole ring riser, placement and adjust to grade

Item **11099-01-14 - Valve Ring Riser**
Quantity **600 each**
Unit Price **50.00**
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 600

Description

Vendor to provide valve ring riser, placement and adjust to grade

Item **11099-01-15 - Base Repair**
Quantity **4500 square yard**
Unit Price **27.00**
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 4500

Description

Base repair prior to level up and overlay. Locations and limits to be marked by owner and shall include all cost to remove marked area to depth of 10", then replace with compacted flex base 6" depth, then 4" of either Type "B" asphalt to grade.

Item **11099-01-16 - Flex Base Compaction only**
Quantity **1500 ton**
Unit Price **14.00**
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 1500

Description

Owner will provide and deliver flex base to job site. Vendor shall process and compact in place.

Item	11099-01-17 - Recycling 8" Deep
Quantity	13500 square yard
Unit Price	6.25
Delivery Location	City of Grand Prairie <u>No Location Specified</u>
	Qty 13500

Description

Recycling 8" deep, to include 28 lbs per sqyd of Portland Cement, shaping, compacting and grading to grade, then placing a prime coat as per standards 3,000+ sqyd

Item	11099-01-18 - Recycling 8" Deep less than 2999 sqyd
Quantity	9000 square yard
Unit Price	7.00
Delivery Location	City of Grand Prairie <u>No Location Specified</u>
	Qty 9000

Description

Recycling 8" deep, to include 28 lbs per sqyd of Portland Cement, shaping, compacting and grading to grade, then placing a prime coat as per standards 1400-2999 sqyd

Item	11099-01-19 - Recycling 8" Deep less than 1399
Quantity	4200 square yard
Unit Price	8.50
Delivery Location	City of Grand Prairie <u>No Location Specified</u>
	Qty 4200

Description

Recycling 8" deep, to include 28 lbs per sqyd of Portland Cement, shaping, compacting and grading to grade, then placing a prime coat as per standards 2-1399 sqyd

Item	11099-01-20 - Hauling Excess Material
Quantity	6000 cubic yard
Unit Price	14.00
Delivery Location	City of Grand Prairie <u>No Location Specified</u>
	Qty 6000

Description

Hauling excessive material shall be disposed of at the vendors expense in a satisfactory manner 101 cuyd or more

Item **11099-01-21 - Hauling Excess Material less than 100 cuyd**
 Quantity **1200 cubic yard**
 Unit Price **17.00**
 Delivery Location **City of Grand Prairie**
 No Location Specified

Qty 1200

Description

Hauling excessive material shall be disposed of at the vendors expense in a satisfactory manner 51-100 cuyd

Item **11099-01-22 - Hauling Excess Material less than 50 cuyd**
 Quantity **140 cubic yard**
 Unit Price **21.00**
 Delivery Location **City of Grand Prairie**
 No Location Specified

Qty 140

Description

Hauling excessive material shall be disposed of at the vendors expense in a satisfactory manner 2-50 cuyd

Item **11099-01-23 - Milling - Wedge**
 Quantity **6000 linear foot**
 Unit Price **2.50**
 Delivery Location **City of Grand Prairie**
 No Location Specified

Qty 6000

Description

Milling - wedge milling and hauling and disposed at a satisfactory location.

Item **11099-01-24 - Milling - Full Depth**
 Quantity **15000 square yard**
 Unit Price **3.50**
 Delivery Location **City of Grand Prairie**
 No Location Specified

Qty 15000

Description

Milling - full depth and hauling (surface milling) and disposed at a satisfactory location.

Item **11099-01-25 - Backfill**
 Quantity **12000 linear foot**
 Unit Price **.70**
 Delivery Location **City of Grand Prairie**
 No Location Specified

Qty 12000**Description**

Backfill for the shoulders of the roadway - blade material up to the edge of the new asphalt overlay

Item 11099-01-26 - Pulverization**Quantity** 12000 square yard**Unit Price** **Delivery Location** City of Grand Prairie
No Location Specified**Qty** 12000**Description**

Pulverization of existing asphalt street to a depth of 8", reshape, grade and compact to grade

SUBMIT TO: CITY OF GRAND PRAIRIE PURCHASING DIVISION 318 W. MAIN STREET GRAND PRAIRIE, TX 75050 P.O. BOX 534045 GRAND PRAIRIE, TX 75053-4045 <i>(Above address is for submittal of hard copy.)</i>	Grand Prairie AN EQUAL OPPORTUNITY EMPLOYER  CITY OF GRAND PRAIRIE, TEXAS REQUEST FOR BID (RFB) 11099
CONTACT PERSON: Angi Mize	TEL: 972-237-8262
TITLE: Pavement Resurfacing Service	SUBMITTAL DEADLINE: 2:00:00 PM CDT Aug 22, 2011
	<i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall not be accepted.</i>
Company: <u>Reynolds Asphalt & Constr. Co.</u> Contact: <u>Ned Tankersley</u> "Signature": <u>Ned Tankersley</u> Title: <u>Vice President</u>	LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE RFP/RFB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS. <i>(Above is for submittal of hard copy only. This does not apply to electronic bidding.)</i> IF RETURNING AS A "NO BID", PLEASE COMPLETE AND RETURN THE "STATEMENT OF NO BID".
Address (include City, State, Zip): <u>P.O. Box 370</u> <u>Euless, Tx 76039</u>	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. IT IS THE INTENT AND PURPOSE OF THE CITY OF GRAND PRAIRIE THAT THIS REQUEST PERMITS COMPETITIVE BIDS. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE CITY OF GRAND PRAIRIE PURCHASING MANAGER IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP/RFB TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING MANAGER NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.
Phone: <u>817-267-3131</u>	Fax: <u>817-267-7022</u>
eMail: <u>ntankersley@reynoldsasphalt.com</u>	Web Address: <u>reynoldsasphalt.com</u>
Tax ID #: <u>75-1792271</u>	Date: <u>8/22/11</u>
THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS OFFER IS BASED ON THE FOLLOWING ADDENDA: #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5 ☐ <i>(Check each applicable addendum)</i>	
The City of Grand Prairie Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this bid to the above firm? ☐ Yes ☒ No	
By my signature, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a bid/proposal for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. The above signed hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Bid, Addendums, General Terms and Condition and Specifications, all of which are made a part of this offer. All pages of the City of Grand Prairie's form, including but not limited to the General Terms and Conditions and Specifications are incorporated by reference into this bid for all purposes.	
By signing, bidder further attests that he has read and understands all terms and conditions as stated in the attached specification and is operating in an authorized capacity to execute this bid/proposal. THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.	

**PAVEMENT RESURFACING SERVICE
SPECIFICATION
BID #11099**

1. INTENT

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement resurfacing services for the City of Grand Prairie Public Works Street Maintenance Division. The work covered by this specification is for cleaning, preparing surface, placing tack coat and overlaying with HMAC of city streets. All construction shall be in accordance with this specification, NCTCOG and the Texas Highway specification.

2. HOT MIX ASPHALT CONCRETE PAVEMENT – (HMAC) 64-22

- 2.1** Material and placement must meet specifications in accordance with the latest TxDOT Standard Specifications for Construction of Highways, except that the asphalt content of asphaltic concrete mixtures shall be not less than four percent (4%) and not greater than eight percent (8%).
- 2.2** The mileage haul from plant shall be determined along the nearest and shortest route from the plant to the job site.
- 2.3** Materials laid and finished by the bidder shall be compacted to not less than 96% compaction tested by laboratory based on the Texas Test Method 227F.

3. OVERLAYING OF EXISTING STREETS

- 3.1** The street surface of the existing pavement shall be cleared of grass, weeds, and swept prior to placing of the overlay.
- 3.2** SS1 (emulsion) shall be placed and used prior to placing HMAC overlay and shall cover entire area as per NCTCOG. Contractor shall supply all necessary materials and equipment to tack sub-grade prior to placing HMAC Type "D" surface course as outline in the specification.
- 3.3** Driveways will be resurfaced back to the property line, with clean joint at tie in.

4. TRAFFIC CONTROL

- 4.1** 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.).
- 4.2** Traffic control will be broken into the following two categories:
 - 4.2.1** Residential: The contractor will be required to provide all traffic control on residential streets as part of the unit cost.
 - 4.2.2** 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.
- 4.3** Construction signs shall not be removed from the project until approved by the city.
- 4.4** No street shall be closed except upon written authority from the city.
- 4.5** 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.

- 4.6 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
- 4.7 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.
- 4.8 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.

5. UTILITIES

- 5.1 The contractor shall retain full responsibility for adjusting any and all public utilities and protecting same against damage during the life of the project.
- 5.2 The contractor is responsible for arranging all locates within rights-of-ways.
- 5.3 Contractor shall adjust to final grade all existing valves and utilities. The manhole and valve adjustments shall be paid for as per bid pay items. Contractor shall be responsible for providing all manhole rings, valves, lids, etc., for the adjustment/placement to finished grade of street. They shall meet the City Standard Details for design.

6. WATER FOR CONSTRUCTION

- 6.1 The contractor shall pay for water for the project. The contractor will be required to make application and deposit for a construction meter with the Utility Services Division.

7. START OF CONSTRUCTION

- 7.1 The successful bidder agrees that projects will begin within seven (7) days of written notice and assurance of work order from the City.
- 7.2 The contractor shall pick up two portable (2) signs from city Street Department and place at each end of their project to inform citizens that this is a Sales Tax Project. Signs shall be returned to the Street Department at the completion project. Signs shall not be removed until contractor has permission by the City.

8. MATERIAL TICKETS

- 8.1 The contractor shall provide the city with copies of all material tickets and certified weight tickets incorporated in the job on a daily basis. This requirement must be met to ensure quality control and quality assurance and proper payment to contractor. Any failure to provide tickets by the end of the day will result in the stoppage of the next day's planned activities and/or non-payment of work until tickets are provided.

9. PRIVATE PROPERTY CONCERNS

- 9.1 It shall be the contractor's responsibility to relocate any mailboxes and vehicles as may be necessary during the various stages of the projects.
- 9.2 It shall be the contractor's responsibility to cooperate with the property owners on all construction work to be performed.
- 9.3 Contractor shall not use property owner's water or place temporarily sanitation facilities on private property.

- 9.4 Proper sanitation requirements for contractor's employees shall be provided by contractor at no cost to the city or private property owners.
- 9.5 All private agreements between the contractor and property owners are not binding on the city of Grand Prairie.
- 9.6 Doorhangers will be provided by the city for the contractor to distribute to the property owners. All doorhangers must be handed out a minimum of 72 hours prior to construction beginning, at the contractors expense and as requested by city.

10. BACKFILL AND CLEANUP

- 10.1 After the new asphalt is in place, compacted, temporarily striped (tabs or tape), cleaned up and approved by owner, then street can be opened to traffic.
- 10.2 All areas disturbed by the contractor will be returned to their original condition to include grass, sprinkler systems, etc.
- 10.3 Contractor shall complete all backfilling and clean up within ten (10) business days of completing the placement of 2" HMAC.
- 10.4 All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of, at contractor's expense, in a satisfactory manner except in locations where, in the judgment of the City and property owner, it can be neatly spread over the adjacent area.

11. UNSATISFACTORY WORK

- 11.1 The city shall not pay for work that is deemed not meeting minimum specifications. The contractor will be given a reasonable opportunity to correct the deficiency. Failure of the contractor to correct the deficiency will be ground for non-compliance and termination of the contract and/or non payment.

12. MSDS SHEETS

- 12.1 MSDS Sheets must be provided with products where applicable

13. FINAL INSPECTION

- 13.1 Whenever the work provided for, and contemplated under, the contract has been satisfactorily completed and the final clean up performed, the representative authorized to accept same will make the "Final Inspection". Such inspection will be made within ten (10) days after written notification. After final inspection, if the work is found to be satisfactory, the contractor will be notified in writing of the acceptance of same. No time charge will be made against the contractor between said date of notification of the representative in charge and the date of final inspection of the work.

14. WORK ZONE MAINTENANCE

- 14.1 It shall be the sole responsibility of the contractor to maintain the work zones during all phases of construction. This will included any repair or maintenance work needed due to delays from weather, scheduling, etc.

15. WORKING HOURS

15.1 No street, lane, or alley closures will be allowed on weekends or holidays (listed below) and working times are 7:00 am to 5:00 pm (except on major thoroughfares) Monday through Friday. Except as herein written in specifications.

15.2 Holidays

15.2.1 New Years Day – January 1

15.2.2 Martin Luther King's Birthday – January 15

15.2.3 Memorial Day – Last Monday in May

15.2.4 Independence Day – July 4

15.2.5 Labor Day – First Monday in September

15.2.6 Thanksgiving – Fourth Thursday and Friday in November

15.2.7 Christmas – December 24th & 25th

16. WARRANTY

All work performed under this contract for the City of Grand Prairie shall be warranted for a period of two years. If within two years, after acceptance of work, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of written notice from the owner.

17. BID SUBMITTAL

Prices shall be filled in and extended where applicable. In the event of discrepancy between the unit price and the extended price, the unit price shall prevail.

18. AGREEMENT TERMS AND AWARD

The price agreement shall be for an initial period of one year with four, one year renewal options. The price agreement shall be awarded to vendor submitting the most responsible bids deemed to be in the best interest of the City. 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 purpose of the price agreement is to have a set price for each project involved in the pavement, repair and replacement program for the year, and for labor and materials in public works projects on behalf of the City of Grand Prairie. The parties agree to perform and work in a manner that will result in the maximum amount of repairs and work being performed, in a timely manner as determined by the City of Grand Prairie.

19. BID EVALUATION – BEST VALUE

The City of Grand Prairie shall award the bid to the bidder who provides goods or services at the best value for the City. In determining the "best value", the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

19.1 Price - 40 points

The bidder with the lowest total cost receives the maximum score. The bidder with the next lowest total cost receives points based on dividing the next lowest total cost into the lowest total cost and multiplying that percentage by the available points. For example, assume 4,500 is the low offer, then that bidder would receive 40 points ($4500/4500=1.00 \times 40=40$). Assume 4,500 is the next low offer, then that bidder would receive 36 points ($4500/5000=0.9 \times 40=36$), etc.

19.2 Reputation - 30 points

Points will be the maximum percentage value given to the bidder with the greatest experience in similar settings and information provided by the bidder's references. The bidder's point value will be based on their measured score (1-10)

19.3 Past Relationship with the city of Grand Prairie or other Municipalities - 20 points
Points will be the maximum point value given to the bidder. The bidder's point value will be based upon their measured score. (1-10)

19.4 Safety Record - 10 points
Points will be the maximum point value given to the bidder. The bidder's point value will be based upon their measured score. (1-10)

20. REFERENCES

Bidder shall submit a minimum of six (6) references. References will be checked, be sure all information is up to date and correct. ***Giving out of date information could result in a poor response therefore reducing your best value score. Please provide references from individuals who use your service/product.***

21. INTER-LOCAL AGREEMENTS

Bidder shall state in the space provided on the bid sheet whether they will agree to other governmental entities entering into inter-local agreements on this price agreement at the same prices and conditions with the exception of deliveries being ordering agencies location as opposed to within the city limits of Grand Prairie.

22. ORDERS AND INVOICING

Orders will be placed by the Public Works Street Department. 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 1821 W. SH161, Grand Prairie, TX 75052. 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.

23. ESTIMATED USAGE

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. The Streets Manager shall designate the work to be performed at any time by contractor, with the estimate of the price of such work, and shall direct each contractor to perform tasks within the designated projects and streets. The Contractor acknowledges that there are other Contractors performing under a separate Price Agreement for other pavement needs within the same project.

24. USAGE REPORTS

Annual usage reports by item are highly desired. A bidder's capability to provide these reports will be considered in the evaluation of the lowest and best bid. Bidder shall state capability to provide these reports in the space provided on the bid sheet.

25. DELIVERY

Supplies shall be bid as FOB Destination and price bid must include delivery to the City of Grand Prairie Grand Prairie, Texas 75050.

26. INSURANCE AND DAMAGES

The awarded vendor shall provide and maintain in force, at no cost to the City, all necessary insurance coverage as required by law, for the life of the price agreement and any subsequent extensions. The awarded vendor shall indemnify and hold harmless the City against any and all loss, damage, and expense for any injury to persons or damage to property arising out of or in connection with the manufacturing, delivery, or use of this product.

27. PAYMENT

The services furnished in accordance with this specification will be paid for at the unit price bid within 30 days of receipt of good or invoice, whichever is later unless the on-line ordering option and/or procurement card payment option is utilized.

28. TERMINATION

Price agreement may be terminated by the City for poor or non-performance by vendor after a 30 day written notice to make improvements and requested improvements were not made. Price agreement may be terminated by either the vendor or the City at any time without cause with a written 30 day notice of intent to terminate.

29. PRICE RE-DETERMINATION

Price re-determination shall only be considered by the city 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A.; Insurance Coverage rates, etc.). The city of Grand Prairie reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the city.

30. PAYMENT AND MAINTENANCE BONDS

Each Contractor shall have in effect a Payment Bond and Performance Bond to cover the costs of all of the projects in which they are currently performing services. At a minimum, each Contractor shall have a Payment Bond and Performance Bond in the amount of \$500,000.00. IF the total cost of all of the public works in progress exceeds such amount of the Bonds, then the Contractor will be required to get additional Bonds so that all costs of all of the projects currently in progress will be covered. The Bonds will be worded such that they cover all of the public works that are covered by specific terms of this price agreement, whether each street or project is separately designed on such bond. The Streets Division of the City of Grand Prairie shall work with the Contractor to calculate the costs of all of the projects in progress at any time. If the total amount of costs for the work in progress is greater than the amounts of Performance and Payment Bonds in effect, the Contractor shall either increase amount of bonds or reduce the amount of work in progress at any time.

The Maintenance Bond will be in the cumulative amount of payments made to each individual Contractor, or there will be a separate Maintenance Bond for each public work, at the option of each Contractor, but such bond shall remain in effect for two years from the date of acceptance of each project.

31. CONTACTS

Information, questions or clarification concerning the intent of these specifications will be available from the Street Department, Leland Miller, 972-237-8529, or the city Purchasing Division, Ms. Angi Mize, 972-237-8262, amize@gptx.org, Monday - Friday, between 7:30 AM and 4:00 PM.

Pavement Resurfacing Service 11099**BIDDER REFERENCES**

List three (3) references, other than city of Grand Prairie, who can verify your performance as a vendor, (this should not include buyers) Performance should include goods or services, similar to those in this bid, within the last twenty-four (24) months. References will be checked, be sure all information is up to date and correct. *Giving out of date information could result in a poor response therefore reducing your best value score.*

1. Company Name: City of Lewisville

Address: 1100 N. Kealy St. Suite C 75053

Contact Person: Ron Carson

Phone/Fax: 972-219-3511 / 972-219-3508

Email: rcarson@cityoflewisville.com

Description of work:

Stabilization & Asphalt Paving

2. Company Name: City of Arlington

Address:

Contact Person: Bill Bateman

Phone/Fax: 817-959-5935 /

Email:

Description of work:

Stabilization & Asphalt Paving

bill.bateman@arlingtontx.gov

3. Company Name: City of DeSoto

Address:

Contact Person: Clark Davis

Phone/Fax: 214-537-6998 /

cdavis@ci-desoto.tx.us

Email:

Description of work:

Stabilization & Asphalt Paving

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.****OFFICE USE ONLY**

Date Received

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

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

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

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

Ned Tankersley

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☒ No

B. Is the filer of the questionnaire 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?

☐ Yes☒ No

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 of 10 percent or more?

☐ Yes☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4	<i>Red J. Jenkins</i> 8/22/11 Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

Company Represented Reynolds Asphalt & Constr. Co.



**CITY OF GRAND PRAIRIE
COOPERATIVE INTERLOCAL PURCHASING FORM**

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 ☐

If you, the Vendor checked yes, 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 bid. 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.

**BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ ABOVE COOPERATIVE
INTERLOCAL GUIDELINES AND AGREE TO THE TERMS AND CONDITIONS HEREIN.**

Bid Title: Pavement Resurfacing Service	Bid Number: 11099
Company Name and Address	Signature of Authorized Agent and Title
Reynolds Asphalt & Gravel Co.	Ned Tankersley
P.O. Box 370	Ned Tankersley
Euless, TX 76039	Vice President
Telephone No.: 817-267-3131	Date: 8/22/11

L: spec/forms
7/15/2011 MD



MINORITY/HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

A Minority/HUB business is one in which at least 51% of the business is owned, operated, and actively controlled and managed by a minority or woman. Some exceptions are: 1) Sole Proprietorships are required to be 100% owned and controlled by a minority or woman and 2) each entity within a Joint Venture is required to be a HUB.

It is a goal of the City of Grand Prairie to provide equal opportunity for all businesses that want to supply goods and/or services to the City.

In an effort to promote bid opportunities to Minority/HUB vendors that are not on the distribution list for bids, the City searches the State of Texas Master Bid List for HUB vendors to include in the distribution of Notices for Bid. For information on becoming a HUB certified vendor with the State of TX, contact (512) 463-5872.

The City cannot give preference in a bid evaluation to a vendor on the basis of Minority/HUB status. However, we would appreciate it if you would take a moment to complete the following so that we may statistically track our progress:

1. Is company certified by the State of Texas as a HUB?

☐ Yes ☒ No

If yes, please state Certification Number:

2. Is company certified by NCTRCA as a Minority Business?

☐ Yes ☒ No

3. Is company certified by any other agency as a Minority Business?

☐ Yes ☒ No

If yes, what agency/agencies?

4. Is company a self designated Minority Business?

☐ Yes ☒ No

5. Which of the following groups qualifies your company as a Minority/HUB? (If Women is qualifier, include ethnicity also).

☐ Asian-Pacific Americans - which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific and the Northern Marinas; Subcontinent Asian Americans whose origins are from India,

Pakistan, Bangladesh, Sri Lanka, Bhutan or Nepal;

☐ Black Americans - which includes persons having origins in any of the Black racial groups of Africa;

☐ Hispanic Americans - which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, Spanish or Portuguese culture or origin, regardless of race;

☐ Native Americans - which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; and

☐ Women - which includes all, American women of any ethnicity.

Company Responding: Reynolds Asphalt & Constr. Co.

THANK YOU!

PURCHASING DIVISION P.O. BOX 534045 GRAND PRAIRIE, TX 75053-4045 972/237-8269 FAX 972/237-8265

EXHIBIT B**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 [], 20[], 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 [], 20[].

[]
PRINCIPAL

By: []

Title: []

Address: []

[]
SURETY

By: []

Title: []

Address: []

Name and address of the Resident Agent of Surety is: []

EXHIBIT C**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 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 [], 20[], 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 [], 20[].

[]

PRINCIPAL

By: []

Title: []

Address: []

[]

SURETY

By: []

Title: []

Address: []

Name and address of the Resident Agent of Surety is: []

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF [REDACTED]

KNOW ALL MEN BY THESE PRESENTS:

That [REDACTED] of the City of [REDACTED], County of [REDACTED], and State of [REDACTED], as Principal, and [REDACTED] 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 [REDACTED] Dollars (\$[REDACTED]), 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 [REDACTED] day of [REDACTED], 2[REDACTED], to [REDACTED] 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 [REDACTED] as Contractor and Principal and the said [REDACTED], Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the [REDACTED] day of [REDACTED], 2[REDACTED].

[REDACTED]
PRINCIPAL

[REDACTED]
SURETY

By:

By:

Title:

Title:

Address:

Address:

Attorney-in-Fact

General Conditions of Bidding

1. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of terms and conditions of any bid submitted.
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. **QUANTITY:** Bids must be submitted on units of quantity specified.
4. **MAKE-MODEL:** Items must be the best and latest model available of the type specified. Please quote as listed or equal. If item offered is other than as specified, bidder must indicate make, model and part number of product quoted. Complete catalog or brochure showing in detail the item offered must accompany the bid, if available.
5. **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.
6. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
7. **F.O.B./DAMAGE:** Quotations shall be F.O.B. Delivered, Municipal Facility, Grand Prairie, Texas, and shall include all delivery and packaging costs. The City of Grand Prairie assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
8. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Grand Prairie, Accounting Department, P.O. Box 534045, Grand Prairie, Texas, 75053-4045.
9. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
10. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.
11. **SPECIFICATION-VARIANCES:** Any catalog, brand name, or manufacturer's reference in the Request for Quotation is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify that the article offered is equivalent to specifications.
12. **SPECIFICATION SAMPLES** The city of Grand Prairie reserves the right to request samples, at vendors' expense, after the bid opening. Samples may be returned if the vendor arranges for postage or pick-up. DO NOT PROVIDE SAMPLES UNLESS REQUESTED.
13. **QUESTIONS** may be directed to Bidsync.com. Answers will be posted on Bidsync.com.

14. **DELIVERY PROMISE-PENALTIES:** Quotations **MUST** show the number of calendar days required to place the materials in the possession of the City. **DO NOT** quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bid List.

When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
15. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
16. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
17. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
18. **EVALUATION:** Response to specification is primary in determining the lowest responsible bid.
19. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an Oct. 1 to Sept. 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
20. **ASSIGNMENT:** Successful bidder shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the Purchasing Division.
21. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City of Grand Prairie. The City of Grand Prairie has executed Interlocal Agreements, as permitted under Chapter 791 et seq, of the Texas Government Code, with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful offerer may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
22. **AUDIT:** The City of Grand Prairie reserves the right to audit the records and performance of successful bidder during the term of the contract and for three years thereafter.
23. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.
24. **NO BID:** If bidder does not wish to submit a bid at this time but wishes to remain on the bid list for this product/service, please submit a "NO BID" by the same time and at same location as stated for bidding. If a response is not received in the form of a "BID" or "NO BID" for three (3)

consecutive IFB's, a bidder shall be removed from bid list. If however, you choose to "NO BID" this product and/or service and wish to remain on bid list for other commodities and/or services, please state the particular product and/or service under which you wish to be classified. The City of Grand Prairie is very conscious and extremely appreciative of the time and effort you must have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID".

25. **WITHDRAWAL OF BIDS:** A bid may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.
26. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, or facsimile bids will be considered. Bids shall be received via Bid Sync or delivered to 318 W. Main Street, Grand Prairie, TX 75050, or mailed to P.O. Box 534045, Grand Prairie, TX 75053-4045.
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 Invitation for Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Grand Prairie Purchasing Manager. Addenda will be issued via Bid Sync.
29. **MINIMUM STANDARDS FOR PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. have adequate financial resources, or the ability to obtain such resources as required;
 - B. be able to comply with the required or proposed delivery schedule;
 - C. have a satisfactory record of performance;
 - D. have a satisfactory record of integrity and ethics;
 - E. be otherwise qualified and eligible to receive an award of a contract. The City of Grand Prairie may request representation and other information sufficient to determine bidder's ability to meet those minimum standards listed above.
30. **BIDDER SHALL PROVIDE** with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.
31. **SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Grand Prairie and all its officers, agents and employees and all entities, their 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 injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offerer, 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 costs which may be obtained against the City of Grand Prairie and participating entities growing out of such injury or damages.
32. **TERMINATION** The City reserves the right to terminate without advance notice for non or poor performance by vendor. Price agreements may be terminated by either the vendor or the City at any time without cause with a written 30-day notice of intent to terminate.
33. **LIQUIDATED DAMAGES:** If the CONTRACTOR fails to complete the contract in the

number of calendar days bid or the calendar date specified in the proposal, a time charge may be made for each calendar day thereafter.

The time set forth in the proposal for the completion of the work is an essential element of the contract. For each calendar day under the conditions described in the preceding paragraph that any work shall remain incomplete after the expiration of the calendar days allowed, an amount per day may be deducted from the money due or to become due the CONTRACTOR, not as a penalty, but as liquidated damages and added expense for the city of Grand Prairie.

34. **TESTING:** Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
35. **REMEDIES:** The successful bidder and City of Grand Prairie agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
36. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.
37. **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.
38. **NO PROHIBITED INTEREST:** If the bid exceeds \$5,000, bidder acknowledges and represents they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states in part that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service...."
39. **LOCAL GOVERNMENT CODE** Chapter 271.905 provides that in certain circumstances the city may purchase from "...the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities..."
40. **PRICE REDETERMINATION:** A price redetermination may be considered by the city of Grand Prairie only at the anniversary date of the contract and must be substantiated in writing. Requests for price redetermination must be received by the City at least 45 days prior to the anniversary date of the price agreement to be considered. The city of Grand Prairie reserves the right to reject any/all price redetermination requests as it deems to be in the best interest of the City.

INSURANCE and INDEMNITY

Insurance

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.

DRUG-FREE JOBSITE ON CITY CONSTRUCTION PROJECTS.

- I. In the interest of job safety and to protect the general public, other contractors and the CITY's employees from the consequences of accidents that are caused by worker abuse of controlled substances on City construction projects, the bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free jobsite, and also certifies that to further this objective it will:
- (a) Establish a controlled substance abuse program that will test for controlled substance use by:
 - (1) Employees utilized by the bidder on this project, as listed in the Prevailing Wage Rate for Municipal Construction, if performance by a person impaired by the effects of a controlled substance, would or could: (i) pose a serious risk of death or personal injury to the employee, fellow employees or other persons in the vicinity; or (ii) compromise the quality of construction in such manner as would impose a significant public safety risk in the use or operation of the City improvement in question;
 - (2) Employees when there is a reasonable suspicion that an employee is using a controlled substance on the jobsite, or off the jobsite in a manner that affects jobsite performance;
 - (3) Employees as part of a voluntary drug testing program; or
 - (4) Employees as part of or as a follow-up to counseling for or rehabilitation from abuse of a controlled substance;
 - (b) Establish a program that will test an employee utilized by the bidder on this project on any position listed in the Prevailing Wage Rate when there is a reasonable suspicion that the employee is impaired by the effects of alcohol on the jobsite;
 - (c) Publish a statement notifying employees that the unlawful manufacture, distribution, selling, dispensing, possession or use of a controlled substance is prohibited on the jobsite and specifying the actions that will be taken against employees for violations of such prohibitions;
 - (d) Establish a drug-free awareness program to inform employees about the dangers of drug abuse on the jobsite, about the bidder's policy regarding a drug-free jobsite, about available counseling and rehabilitation programs, and about the penalties that may be imposed upon employees for drug abuse violations occurring on the jobsite; and
 - (e) Provide a copy of the statement required by subsection (c) to all employees of the bidder who will be involved in performance of the Contract.
- II. Employees who test positive for controlled substance use in one of the tests conducted pursuant to paragraph I.(a), or who are impaired by the effects of alcohol on the jobsite pursuant to paragraph I. (b), shall be considered unfit for purposes of Item 1.31 of the Standard Specifications for Public Works Construction, First Edition 1983, as amended.

- III. For purposes of Section I above, the term "controlled substance" means a drug, substance or immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 – 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidene (PCP, Angel Dust), opium, opiates, methodone, cocaine, qualudes, amphetamines, "exotic/designer" drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital, or valium.
- IV. The bidder shall be solely responsible for the maintenance and administration of the program required in Section I above. Nothing in these provisions shall be construed on the CITY's part as authorizing, permitting or requiring the bidder to engage in conduct that is in violation of the United States or Texas constitutions, that is otherwise illegal or that otherwise constitutes an unreasonable or unlawful invasion of privacy under Texas or Federal law.

Question and Answers for Bid #11099 - Pavement Resurfacing Service

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2011

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 The Sweeney Company 1121 E. Loop 820 South P. O. Box 8720 Fort Worth TX 76124-0720		CONTACT NAME: PHONE (A/C, No, Ext): (817) 457-6700 FAX (A/C, No): (817) 457-7246 E-MAIL ADDRESS: PRODUCER CUSTOMER ID#:	
INSURED Reynolds Asphalt and Construction Company P. O. Box 370 Euless TX 76039		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Ins Co (CNA) INSURER B: Starr Ind (Cas Mkt) INSURER C: Valley Forge Ins Co (CNA) INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: GENERAL 11-12** **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 TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR			INS 4028760229	5/8/2011	5/8/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
	☒ CONTRACTUAL, XCU						
	☒ CROSS LIAB, BFPD						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PROJECT ☐ LOC						
A	AUTOMOBILE LIABILITY						
	☒ ANY AUTO						
	☐ ALL OWNED AUTOS			BUA 4028760232	5/8/2011	5/8/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ PIP-Basic \$
	☐ SCHEDULED AUTOS						
	☐ HIRED AUTOS						
	☐ NON-OWNED AUTOS						
B	UMBRELLA LIAB						
	☒ EXCESS LIAB						
	☐ CLAIMS-MADE						
	DEDUCTIBLE						
	☒ RETENTION \$ 0			SISCCCL01424611	5/8/2011	5/8/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 4028760215	5/8/2011	5/8/2012	☒ WC STATUTORY LIMITS ☐ 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ANNUAL AGREEMENT. CERT HOLDER NAMED ADLN INSURED EXCEPT ON WORKERS COMP WITH WAIVER OF SUBROGATION ON ALL POLICIES AS REQUIRED BY WRITTEN CONTRACT. 30 DAY CANC NOTICE AMENDED TO 10 DAY FOR NON-PAY OF PREMIUM.

CERTIFICATE HOLDER

CITY OF GRAND PRAIRIE
P O BOX 534045
GRAND PRAIRIE, TX 75053-4045

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Charles Sweeney / JOYCE

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING PURCHASE ORDERS IN THE AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000.00) TO REYNOLDS ASPHALT AND CONSTRUCTION COMPANY, INCORPORATED FOR ASPHALT ROADWAY IMPROVEMENT PROJECTS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Capital Improvement Plan includes asphalt roadway improvements; and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, goods and services; and

WHEREAS, the City Council of the City of Sachse, Texas has approved the Master Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie for the purchase of necessary equipment, goods and services (Resolution No. 3381); and

WHEREAS, the City of Sachse desires to utilize contract pricing from the City of Grand Prairie Bid 11099 for Pavement Resurfacing Services with Reynolds Asphalt and Construction Company for asphalt roadway improvements; and

WHEREAS, Purchase Orders need to be authorized by the City Council for said asphalt roadway improvements and the City Manager should be authorized to execute said Purchase Orders not to exceed \$225,000.00 as the total aggregate of all Purchase Orders to be executed.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS;

SECTION 1: That the City Council hereby approves Purchase Orders for asphalt roadway improvements and authorizes the City Manager to execute said Purchase Orders not to exceed two hundred twenty-five thousand dollars (\$225,000.00) as the total aggregate of all Purchase Orders to be executed.

SECTION 2: That this resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED this 18th day of January, 2016.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary