

**CONTRACT FOR SERVICES OR GOODS BETWEEN THE
CITY OF SANGER AND REYNOLDS ASPHALT & CONSTRUCTION CO.
BY AND THROUGH THE
ICA AGREEMENT WITH THE CITY OF GRAND PRAIRIE**

This Contract is made by and between the **CITY OF SANGER**, hereinafter referred to as “Sanger”, and **REYNOLDS ASPHALT & CONSTRUCTION CO.**, hereinafter referred to as “Vendor”:

WHEREAS, Sanger may contract with another government entity pursuant to the authority granted by the Texas Interlocal Cooperation Act which provided for cooperation between local governmental bodies; and

WHEREAS, the City of Sanger and the City of Grand Prairie have entered into an agreement whereupon the City of Grand Prairie may purchase goods and services which have been selected through the competitive bidding process of the City of Grand Prairie - **see Exhibit A**; and

WHEREAS, the City of Sanger desires to purchase pavement resurfacing services from Company by and through the qualified bid submitted to the City of Grand Prairie – **see Exhibit B**; and

Now therefore, the term and conditions of the Contract are as follows:

1. Sanger shall purchase goods and services from Vendor who has been selected by the City of Grand Prairie through the competitive bidding process.
2. Sanger will place orders directly with Vendor and directly pay Vendor for the pavement resurfacing services.
3. All purchases from Vendor will be within the specifications that have been agreed to as described in **Exhibit C** and the qualified bid.
4. Company shall be responsible for compliance with all conditions of delivery, price, and quality of the purchased goods or services to Sanger.
5. Before this agreement may be executed Vendor must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us . The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Vendor may be asked to clarify various portions of the questionnaire.
6. Notice required to be given to Sanger under this contract shall be made at the following address.

City Manager
City of Sanger, Texas
PO Box 1729
Sanger, Texas 76266

7. The City Manager shall be designated as the official representative to act for Sanger on all matters relating to this cooperative purchasing agreement.

8. The person signing on behalf of Vendor certifies that the signer has authority to bind the Vendor to this contract.

Unless stated otherwise in Exhibit C or this Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until terminated by either party with thirty (30) written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

CITY OF SANGER

**REYNOLDS ASPHALT &
CONSTRUCTION CO.**

BY: _____
{City Manager/Mayor}

BY: _____
Name

Company

DATE: _____

DATE: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF GRAND PRAIRIE
AND CITY OF SANGER**

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 authorize 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, supplies, and services;

WHEREAS, The City of Grand Prairie and City of Sanger desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, and services;

WHEREAS, The City of Grand Prairie and City of Sanger represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services, and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City of Grand Prairie and City of Sanger are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals if required.
2. The City of Grand Prairie and City of Sanger agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City of Grand

Prairie nor City of Sanger warrant or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals, and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect indefinitely. Any party may modify or terminate this Agreement as provided in Paragraph(s) 7 or 8.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City of Grand Prairie or City of Sanger, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City of Grand Prairie and City of Sanger agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent

jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

City of Grand Prairie: Purchasing Division
Attn: Purchasing Manager
City of Grand Prairie
326 W. Main St.
Grand Prairie, TX 75050
972/237-8269 ph ~ 972/237-8265 fax
purchasingfax@gptx.org

City of Sanger: Public Works
Attn: Jim Berman
City of Sanger
P.O. Box 1729
Sanger Texas, 76266
940-458-7930 ph ~ 940-458-4072 fax
Jberman@Sangertexas.org

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Denton County, Texas, United States of America for City of Sanger and

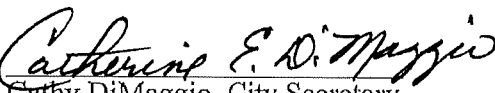
shall be Dallas County, Texas, United States of America for the City of Grand Prairie.

16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical copies, each of which shall be deemed an original for all purposes.

CITY OF GRAND PRAIRIE

BY: 
Anna Doll, Deputy City Manager

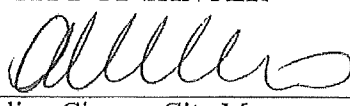
DATE: February 20th, 2019

ATTEST: 
Cathy DiMaggio, City Secretary

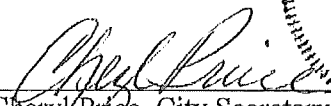
APPROVED AS TO FORM:


Megan Mahan, City Attorney

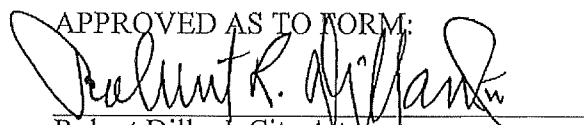
CITY OF SANGER

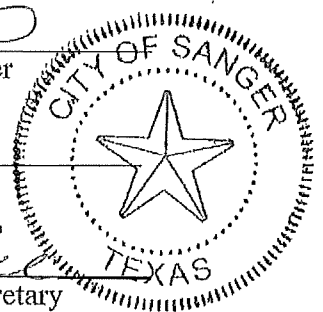
BY: 
Alina Ciocan, City Manager

Date: 02/26/19

ATTEST: 
Cheryl Price, City Secretary

APPROVED AS TO FORM:


Robert Dillard, City Attorney



**CITY OF GRAND PRAIRIE
SERVICES PRICE AGREEMENT**

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

I. PURPOSE

VENDOR shall provide pavement resurfacing services per bid award resulting from VENDOR’s response to RFB #21117, submitted by Ned Tankersley, on July 2, 2021.

II. DESCRIPTION OF SERVICES

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

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

III. PERFORMANCE OF WORK

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

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$4,340,450.00 without additional approval. VENDOR'S invoices must be delivered to the attention of the department placing the order. The city will pay invoices as work is completed and within 30 days after receipt of an invoice or certification by the City that the work is performed in a good and workmanlike manner, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of August 17, 2021. No new orders shall be accepted, against this Contract term, after midnight on August 31, 2022. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

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

VII. CONFLICT OF INTEREST

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

VIII. CHANGE IN WORK

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

IX. CONFIDENTIAL WORK

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

X. OWNERSHIP OF DOCUMENTS

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

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

XI. NONDISCRIMINATION

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

XII. INDEPENDENT VENDOR

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

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

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

XIV. INSURANCE

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

XV. NO VERBAL AGREEMENT

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

XVI. TERMINATION

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

XVII. VENUE

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

XVIII. APPLICABLE LAWS

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

XIX. FIREARM AND AMMUNITION INDUSTRY CONTRACT VERIFICATION

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

XX. CONTRACT INTERPRETATION

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

XXI. NOTICES

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

CITY:

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

City of Grand Prairie
ATTN: Dane Stovall, Public Works/Streets
1821 S SH 161, Grand Prairie, TX 75052
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8256 | Email dstovall@gptx.org

VENDOR:

Reynolds Asphalt & Construction Co.
ATTN: Ned Tankersley
8713 Airport Frwy #100, North Richland Hills, TX, 76180
Phone 817-267-3131 | Email ntankersley@reynoldsasphalt.com

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

XXII. SEVERABILITY

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

XXIII. RIGHT OF REVIEW

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

XXIV. WAIVER OF ATTORNEYS FEES

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

XXV. NON-COLLUSION

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

EXECUTED this the _____ day of _____, 8/19/2021, _____.

CITY OF GRAND PRAIRIE, TEXAS

By: *Whitlow C. Hill*
Deputy City Manager

REYNOLDS ASPHALT & CONSTRUCTION CO.

By: *Ned Tankerley*
Printed
Name: *Ned Tankerley*
Title: *Vice President*

ATTEST:

Gloria Galicia

for _____
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

Tiff Bull

Megan Mahan, City Attorney

By Tiffany Bull, Assistant City Attorney



CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB # 21117 – Pavement Resurfacing Service

DUE DATE: PRIOR TO 2PM JULY 2, 2021

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

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

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CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

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

BID # 21117 – Pavement Resurfacing Service

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

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

Publish: June 13th & June 20th, 2021

1. PROJECT SCOPE

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 Street Maintenance Division. These services shall include but are not limited to cleaning, preparing surface, placing tack coat and overlaying with hot mix asphalt concrete paving of city streets. All construction shall be in accordance with this specification and standards published by North Central Texas Council of Governments (NCTCOG). This contract will begin on or after August 17, 2021.

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 (<http://www.dot.state.tx.us/business/specifications.htm>) , except that the asphalt content of asphaltic concrete mixtures shall be not less than four percent (4%) and not greater than eight percent (8%). Product must be non-toxic to fish and other aquatic life.
- 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.
- 2.4 MSDS sheets must be provided with products where applicable.

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 public works standards (<http://www.nctcog.org/envir/SEEDevEx/pubworks/standards.asp>). Contractor shall supply all necessary materials and equipment to tack sub-grade prior to placing HMAC Type “D” surface course as outlined in the specification.
- 3.3 Driveways will be resurfaced back to the property line, with clean joint at tie in.

4. UTILITIES

- 4.1 The contractor shall retain full responsibility for adjusting all public utilities and protecting same against damage during the life of the project.
- 4.3 The contractor is responsible for arranging all locates within rights-of-ways.
- 4.3 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.

5. WATER FOR CONSTRUCTION

- 5.1 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 City of Grand Prairie Water Utility Customer Services Division.

6. START OF CONSTRUCTION

- 6.1 The successful bidder agrees that projects will begin within seven (7) days of written notice and assurance of work order from the City.
- 6.2 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.

7. WORKING HOURS

- 7.1 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.
- 7.2 Holidays
 - New Year's Day – January 1
 - Martin Luther King's Birthday – January 15
 - Memorial Day – Last Monday in May
 - Independence Day – July 4
 - Labor Day – First Monday in September
 - Thanksgiving – Fourth Thursday and Friday in November
 - Christmas – December 24th & 25th

8. TRAFFIC CONTROL

- 8.1 The contractor shall provide construction and maintenance signs, construction lights, barricades, channelizing devices and flagmen as required to provide for the safety of the traveling public. These items shall be in accordance with the recommended practices of the latest version of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.) (<http://www.txdot.gov/government/enforcement/signage/tmutcd.html>) .
- 8.2 Traffic control will be broken into the following two categories:
 - Residential: The contractor will be required to provide all traffic control on residential streets as part of the unit cost.
 - Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. Thoroughfare street work cannot begin prior to 8:45 am and must be clear by 4:30 pm unless prior written approval is given by city.
- 8.3 No street shall be closed except upon written authority from the city.
- 8.4 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.
- 8.5 All street work and closures will require a four (4) day notice to public.
- 8.6 Construction signs shall not be removed from the project until approved by the city.
- 8.7 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.
- 8.8 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.

9. WORK ZONE MAINTENANCE

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

10. PRIVATE PROPERTY CONCERNS

10.1 It shall be the contractor's responsibility to relocate any mailboxes and vehicles as may be necessary during the various stages of the projects.

10.2 It shall be the contractor's responsibility to cooperate with the property owners on all construction work to be performed.

10.3 Contractor shall not use property owner's water or place temporary sanitation facilities on private property.

10.4 Proper sanitation requirements for contractor's employees shall be provided by contractor at no cost to the city or private property owners.

10.5 All private agreements between the contractor and property owners are not binding on the City of Grand Prairie.

10.6 Door hangers will be provided by the city for the contractor to distribute to the property owners. All door hangers must be distributed a minimum of 72 hours prior to construction beginning, at the contractor's expense and as requested by city.

11. BACKFILL AND CLEANUP

11.1 The street can only be opened to traffic after the new asphalt is in place, compacted, temporarily striped (tabs or tape), cleaned up and approved by owner.

11.2 All areas disturbed by the contractor will be returned to their original condition to include grass, sprinkler systems, etc.

11.3 Contractor shall complete all backfilling and clean up within ten (10) business days of completing the placement of 2" HMA.

11.4 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.

12. FINAL INSPECTION

12.1 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. 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.

13. PAYMENT AND INVOICING

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

13.2 Material Tickets

The contractor shall provide the city with copies of all material tickets and certified weight tickets incorporated in the job daily. 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.

13.3 Unsatisfactory Work

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 nonpayment.

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

- Purchase Order number
- Invoice number
- Total Hours Charged
- Contract rates
- Original cost for parts & cost after mark-up
- Total amount due

14. VENDOR RESPONSIBILITIES

14.1 Supervision – The Vendor shall, during all periods of contract performance, provide competent supervision of his employees to assure complete and satisfactory fulfillment of the work and the terms of this contract. The Vendor or a capable, fully authorized representative must be immediately available during all work activities to receive all special instructions from the City agent.

14.2 Defective Work and Damages – The Vendor shall be wholly responsible for and shall promptly correct or restore all defective work or damages to any/all City facilities caused by its activities. Restoration and correction shall be to the complete satisfaction of the City. This shall apply to any part of a building, its appurtenances, the adjacent grounds, or any other tangible damage incurred in the performance of the Contract. Any damage will be immediately reported to the Street Services Manager or his agent. Failure by the Vendor to proceed promptly with corrective actions may be cause for cancellation of this contract with amount(s) necessary to correct defective work and/or damage being withheld from payments due or to become due to the Vendor.

14.3 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, the contractor shall correct it promptly after receipt of written notice from the owner.

15. VENDOR QUALIFICATIONS

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

16. SAFETY REQUIREMENTS

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

17. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Monday, June 14, 2021
Deadline for Questions	Wednesday, June 23, 2021
Responses to Questions	Thursday, June 24, 2021
Deadline for Receipt of Bids	Friday, July 2, 2021
Council Date	Tuesday, August 3 rd 2021

18. CONTACT

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

19. BID EVALUATION

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

20. EVALUATION CRITERIA

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

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

21. SUBMITTAL RESPONSE GUIDELINES

Vendor response to this Request for Bid shall include:

- 21.1** Completed and signed proposal check list.
- 21.2** Bid Pricing Form filled in with unit prices, extended prices, and total.
- 21.3** Questionnaire and References pages 1 - 2 answered. References provided should be for similar work/projects with up to date contact information (phone and email).
- 21.4** Bid Affirmation form reviewed and signed.
- 21.5** Completed Historically Underutilized Business Questionnaire and Completed House Bill 89 Verification Form.

22. BONDS

- 22.1 Payment & Performance 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 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.
- 22.2 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.

23. AGREEMENT TERMS AND AWARD

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

SOLICITATION STANDARD TERMS AND CONDITIONS

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

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

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

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

TYPE AMOUNT

- a. Workers' Compensation Statutory
- b. Employer's Liability \$1,000,000
- c. Comprehensive General Liability \$1,000,000 (Combined Single Limit)
- d. Premises Operations
- e. Products Operations Hazard
- f. Contractual Insurance
Comprehensive Automobile Liability \$1,000,000 (Combined Single Limit)

40. **HB 1295 FORM:** At time of contract execution vendor must provide a signed HB 1295 Form received directly from the State of Texas.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
41. **CONTRACT EXECUTION AND START DATE:** The awarded vendor will have ten calendar days after receiving the notice of award to return the executed contract, certificate of insurance, HB 1295 form, and vendor setup packet (when applicable). The CITY reserves the right to terminate the contract immediately, place the VENDOR on the City's debarred vendor list, and award to another VENDOR in the event the VENDOR fails to return the required documents by the indicated time. After documentation is received by the City a notice to proceed or purchase order will be issued. The vendor will have up to five calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.
42. **STORMWATER REQUIREMENTS:** The Contractor shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution in accordance with the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).
43. **LOCAL PREFERENCE:** Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible bidder, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. *Application for Local Bidder Preference must be submitted with bid to be considered by the City of Grand Prairie.* If your principal place of business is within the Grand Prairie city limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, included with your Application for Local Bidder Preference.

SUBMITTAL FORMS

SUBMITTAL CHECK LIST – Company Name Reynolds Asphalt & Construction Co.

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

DOCUMENT		ATTACHED	
1	Submittal Check List	<input checked="" type="checkbox"/>	
2	Bid Pricing	<input checked="" type="checkbox"/>	
3	Questionnaire & References	<input checked="" type="checkbox"/>	
4	Submittal Affirmation	<input checked="" type="checkbox"/>	
5	HUB Questionnaire and House Bill 89 Verification	<input checked="" type="checkbox"/>	

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

Ned Simlak
Authorized Signature

Vice President
Title

Ned Tankersley
Print/Type Name

7/2/21
Date

Pavement Resurfacing Service**BID SHEET ~ RFB #21117****All prices shall include any and all delivery fees, including but not limited to freight, fuel surcharge, and environmental fees****Vendor:**

Reynolds Asphalt & Construction

Contact:

Ned Tankersley

Email:

ntankersley@reynoldsasphalt.com

Phone:

817-267-3131

City/State:

North Richland Hills, TX

	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED
1	HMAC Type D Delivered more than 1500 tons	7900	Tons	\$ 91.60	\$ 723,640.00
2	HMAC Type D Delivered 500 to 1499 tons	4700	Tons	\$ 95.20	\$ 447,440.00
3	HMAC Type D Delivered less than 499 tons	1200	Tons	\$ 112.00	\$ 134,400.00
4	HMAC Type C Delivered more than 1500 tons	5400	Tons	\$ 89.00	\$ 480,600.00
5	HMAC Type C Delivered 500 to 1499 tons	3000	Tons	\$ 94.50	\$ 283,500.00
6	HMAC Type C Delivered less than 499 tons	1200	Tons	\$ 111.80	\$ 134,160.00
7	HMAC Type B Delivered more than 1500 tons	5400	Tons	\$ 86.50	\$ 467,100.00
8	HMAC Type B Delivered 500 to 1499 tons	3000	Tons	\$ 90.50	\$ 271,500.00
9	HMAC Type B Delivered less than 499 tons	1200	Tons	\$ 107.50	\$ 129,000.00
10	Additional Mileage Charge - Hauled beyond the first	5500	Tons	\$ 0.90	\$ 4,950.00
11	Move In Charge	30	Each	\$ 1,800.00	\$ 54,000.00
12	Thorough Fare Traffic Control	30	Each	\$ 3,600.00	\$ 108,000.00
13	Manhole Ring Riser	200	Each	\$ 300.00	\$ 60,000.00
14	Valve Ring Riser	200	Each	\$ 200.00	\$ 40,000.00
15	Base Repair - Flex Base	500	Tons	\$ 76.50	\$ 38,250.00
16	Flex Base Furnish and Install	3000	Tons	\$ 43.50	\$ 130,500.00
17	Recycling 8" Deep More Than 3000+ sy	13500	SY	\$ 9.80	\$ 132,300.00
18	Recycling 8" Deep 1400 to 2999 sy	9000	SY	\$ 11.30	\$ 101,700.00
19	Recycling 8" Deep less than 1399 sy	4200	SY	\$ 19.70	\$ 82,740.00
20	Hauling Excessive Material More Than 101 cy	6000	CY	\$ 33.40	\$ 200,400.00
21	Hauling Excessive Material 51 to 100 cy	1500	CY	\$ 37.40	\$ 56,100.00
22	Hauling Excessive Material 50 or Less cy	200	CY	\$ 47.60	\$ 9,520.00
23	Wedge Milling	6000	LF	\$ 5.50	\$ 33,000.00
24	Full Depth Milling 0 to 4"	15000	SY	\$ 5.30	\$ 79,500.00
25	Full Depth Milling Each Additional Inch	15000	SY	\$ 0.75	\$ 11,250.00
26	Backfill Shoulders	12000	LF	\$ 1.70	\$ 20,400.00
27	Pulverization	15000	SY	\$ 3.00	\$ 45,000.00
28	Petromat less than 2500 sy	1000	SY	\$ 5.40	\$ 5,400.00
29	Petromat 2500 - 4999 sy	3000	SY	\$ 3.70	\$ 11,100.00
30	Petromat more than 5000 sy	15000	SY	\$ 3.00	\$ 45,000.00
	TOTAL				\$ 4,340,450.00

BID PRICING

	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED
1	HMAC Type D Delivered more than 1500 tons	7900	Tons	91.60	723,640.00
2	HMAC Type D Delivered 500 to 1499 tons	4700	Tons	95.20	447,440.00
3	HMAC Type D Delivered less than 499 tons	1200	Tons	112.00	134,400.00
4	HMAC Type C Delivered more than 1500 tons	5400	Tons	89.00	480,600.00
5	HMAC Type C Delivered 500 to 1499 tons	3000	Tons	94.50	283,500.00
6	HMAC Type C Delivered less than 499 tons	1200	Tons	111.80	134,160.00
7	HMAC Type B Delivered more than 1500 tons	5400	Tons	86.50	467,100.00
8	HMAC Type B Delivered 500 to 1499 tons	3000	Tons	90.50	271,500.00
9	HMAC Type B Delivered less than 499 tons	1200	Tons	107.50	129,000.00
10	Additional Mileage Charge - Hauled beyond the first	5500	Tons	.90	4950.00
11	Move In Charge	30	Each	1800.00	54,000.00
12	Thorough Fare Traffic Control	30	Each	3600.00	108,000.00
13	Manhole Ring Riser	200	Each	300.00	60,000.00
14	Valve Ring Riser	200	Each	200.00	40,000.00
15	Base Repair - Flex Base	500	Tons	76.50	38,250.00
16	Flex Base Furnish and Install	3000	Tons	43.50	130,500.00
17	Recycling 8" Deep More Than 3000+ sy	13500	SY	9.80	132,300.00
18	Recycling 8" Deep 1400 to 2999 sy	9000	SY	11.30	101,700.00
19	Recycling 8" Deep less than 1399 sy	4200	SY	19.70	82,740.00
20	Hauling Excessive Material More Than 101 cy	6000	CY	33.40	200,400.00
21	Hauling Excessive Material 51 to 100 cy	1500	CY	37.40	56,100.00
22	Hauling Excessive Material 50 or Less cy	200	CY	47.60	9,520.00
23	Wedge Milling	6000	LF	5.50	33,000.00
24	Full Depth Milling 0 to 4"	15000	SY	5.30	79,500.00
25	Full Depth Milling Each Additional Inch	15000	SY	.75	11,250.00
26	Backfill Shoulders	12000	LF	1.70	20,400.00
27	Pulverization	15000	SY	3.00	45,000.00
28	Petromat less than 2500 sy	1000	SY	5.40	5,400.00
29	Petromat 2500 - 4999 sy	3000	SY	3.70	11,100.00
30	Petromat more than 5000 sy	15000	SY	3.00	45,000.00
	TOTAL				4,340,450.00

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

Reynolds Asphalt & Constr. Co
Vendor Name

Ned Tankersley
Authorized Signature

Ned Tankersley
Print/Type Name

Vice President
Title

7/2/21
Date

QUESTIONNAIRE

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

GENERAL CONTACT INFORMATION			
Primary Contact:	Ned Tankersley	Title:	VP
Vendor Name:	Reynolds Asphalt & Construction Co.		
Vendor Address:	8713 Airport Frwy # 100		
City:	North Richland Hills	State:	TX
		Zip:	76180
Phone:	817-267-3131	Fax:	817-267-1878
Email:	ntankersley@reynoldasphalt.com	Tax ID:	751792271

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

REFERENCE #1			
Reference Name:	Phillip Thomas	Title:	Operations Mgr.
Reference Organization:	City of Farmers Branch		
Project Title:	Street Rehab		
Email:	phillip.thomas@farmersbranch.com	Phone:	972-919-8773

REFERENCE #2			
Reference Name:	Jason Branch	Title:	Superintendent
Reference Organization:	City of Lancaster		
Project Title:	Street Rehab		
Email:	jbranch@lancaster-tx.com	Phone:	972-218-2304

REFERENCE #3			
Reference Name:	Covey Nesbitt	Title:	Director of Pw
Reference Organization:	City of Sachse		
Project Title:	Street Rehab		
Email:	chesbitt@cityofsachse.com	Phone:	469-429-4792

EXPERIENCE

How many years has your company been involved in providing these types of commodities or services?

40 Years: _____ Months: *3*

Do you have a corporate office, branch office or warehouse located in the Grand Prairie city limits? (5 points)

Yes No

Address if different from above:

Please list all government entities your firm has worked with in the past three (3) years:

<i>City of Allen</i>	<i>City of Hurst</i>
<i>City of Bedford</i>	<i>City of Lancaster</i>
<i>City of Cedar Hill</i>	<i>City of Lewisville</i>
<i>City of Farmers Branch</i>	<i>City of North Richland Hills</i>
<i>City of Highland Village</i>	<i>City of Southlake</i>
<i>City of Hudson Oaks</i>	<i>City of Waxahachie</i>

BILLING

What is the timeframe an invoice should be expected after services/commodities are delivered?

Days *5* Weeks _____ Months _____

Briefly explain how your business maintains and executes a service schedule for various locations:

With 5 days notice

LEGAL INFORMATION

Has your firm failed to complete a contract? Yes No

If yes, please identify the project and date:

Do you have any litigation issues pending in the last three (3) years? Yes No

If yes, please explain:

Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? Yes No

If yes, please explain:

SUBMITTAL AFFIRMATION FORM

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items and receipt of the following addenda which are part of the solicitation documents:

- All items identified in Submittal Checklist have been submitted
- Addendum No. 1 2

INTERLOCAL PURCHASING

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

Yes

No

OTHER CONDITIONS

The undersigned agrees to the following:

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

SUBMITTAL CERTIFICATION

By my signature I affirm that I am duly authorized to execute this proposal as an offer to contract and in compliance with this solicitation, the undersigned firm having examined the specifications, and being familiar with the conditions to be met, hereby submits a proposal for consideration of being selected as COGP 's provider for said services; and agrees to enter into negotiations if selected as a finalist for said services.

Neil Tankersley

Authorized Signature

Vice President

Title

Neil Tankersley

Print/Type Name

7/2/21

Date

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

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

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

No
 Yes; and certifying agency: _____

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.01, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

Neil Tankersley
Authorized Signature

Vice President
Title

Neil Tankersley
Print/Type Name

7/2/21
Date

FOR INFORMATION PURPOSES ONLY

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of _____ Dollars (\$ _____) as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 2_____, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the _____ day of _____, 2_____.

PRINCIPAL
By: _____
Title: _____
Address: _____

SURETY
By: _____
Title: _____
Address: _____

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

FOR INFORMATION PURPOSES ONLY

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the panel sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 2_____, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the _____ day of _____, 2_____.

PRINCIPAL
By: _____
Title: _____
Address: _____

SURETY
By: _____
Title: _____
Address: _____

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

FOR INFORMATION PURPOSES ONLY

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

This obligation is conditioned, however, that:

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

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

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

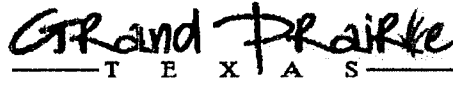
It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that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

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

PRINCIPAL
By: _____
Title: _____
Address: _____

SURETY
By: _____
Title: _____
Address: _____

Attorney-in-Fact



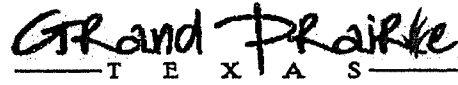
**ADDENDUM #1
RFB # 21117
PAVEMENT RESURFACING SERVICE**

June 24, 2021

1. What is the estimated cost range?

\$4,000,000 to \$4,600,000 annually

Angi Mize
Sr. Buyer
(972) 237-8262



**ADDENDUM #2
RFB # 21117
PAVEMENT RESURFACING SERVICE**

June 24, 2021

1. What is the estimated cost range?

~~\$4,000,000 to \$4,600,000 annually~~

Correction: \$2,000,000 to \$2,500,000 annually

Angi Mize
Sr. Buyer
(972) 237-8262

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Reynolds Asphalt & Construction
North Richland Hills, TX United States

Certificate Number:
2021-787959

Date Filed:
08/09/2021

Date Acknowledged:

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

City of Grand Prairie

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

RFB #21117
Pavement Resurfacing Service

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Neal Tankersley, and my date of birth is 8/15/54.

My address is 8713 Airport frwy #100, North Richland Hills TX, 76180, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 9th day of August, 2021.
(month) (year)

Neal Tankersley
Signature of authorized agent of contracting business entity
(Declarant)

FOR INFORMATION PURPOSES ONLY

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

That Reynolds Asphalt & Construction Company of the City of Euless, County of Tarrant, and State of Texas as Principal, and Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland 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 Four Million, Three Hundred Forty Thousand, Four Hundred Fifty Dollars & Zero Cents Dollars (\$ 4,340,450.00) as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the ___ day of ___, 2___, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein. Pavement Resurfacing Services RFB #21117

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the ___ day of ___, 2___.

Reynolds Asphalt & Construction Company
PRINCIPAL

By: Ned Tankersley

Title: Ned Tankersley, Vice President

Address: P.O. Box 370

Euless, TX 76039

Colonial American Casualty and Surety Company and
Fidelity and Deposit Company of Maryland
SURETY

By: Kyle W. Sweeney

Title: Kyle W. Sweeney, Attorney-in-Fact

Address: 15303 Dallas Pkwy, Suite 800

Addison, TX 75001

Name and address of the Resident Agent of Surety is: The Swceny Company

P.O. Box 8720, Fort Worth, TX 76124

FOR INFORMATION PURPOSES ONLY

PAYMENT BOND

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

That Reynolds Asphalt & Construction Company of the City of Euless, County of Tarrant, and State of Texas as Principal, and Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the panel sum of Four Million, Three Hundred Forty Thousand, Four Hundred Fifty Dollars & Zero Cents Dollars (\$4,340,450.00) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the ___ day of ___, 2___, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein. Pavement Resurfacing Services RFB #21117

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the ___ day of ___, 2___.

Reynolds Asphalt & Construction Company
PRINCIPAL
By: Ned Tankersley
Title: Ned Tankersley, Vice President
Address: P.O. Box 370
Euless, TX 76039

Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland
SURETY
By: Kyle W. Sweeney
Title: Kyle W. Sweeney, Attorney-in-Fact
Address: 15303 Dallas Pkwy, Suite 800
Addison, TX 75001

Name and address of the Resident Agent of Surety is: The Sweeney Company
P.O. Box 8720, Fort Worth, TX 76124

FOR INFORMATION PURPOSES ONLY

MAINTENANCE BOND

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

That Reynolds Asphalt & Construction Company of the City of Euless, Texas and Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of Four Million, Three Hundred Forty Thousand, Four Hundred Fifty Dollars & Zero Cents Dollars (\$4,340,450.00), 100% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 2 day of 2, to provide Pavement Resurfacing Services RFB #21117 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 Reynolds Asphalt & Construction Company as Contractor and Principal and the said Kyle W. Sweeney Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the 2 day of 2.

Reynolds Asphalt & Construction Company
PRINCIPAL
By: Ned Tankersley
Title: Ned Tankersley, Vice President
Address: P.O. Box 370
Euless, TX 76039

Colonial American Casualty and Surety Company and
Fidelity and Deposit Company of Maryland
SURETY
By: Kyle W. Sweeney
Title: Kyle W. Sweeney, Attorney-in-Fact
Address: 15303 Dallas Pkwy, Suite 800
Addison, TX 75001
Attorney-in-Fact



Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles D. SWEENEY, Elizabeth GRAY, Kyle W. SWEENEY and Michael A. SWEENEY, all of Ft. Worth, Texas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of November, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 27th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/05/2021

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

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

PRODUCER The Sweeney Company 1121 E. Loop 820 South P O Box 8720 Fort Worth TX 76124-0720	CONTACT NAME: Joyce Womack PHONE (A/C, No, Ext): (817) 457-6700 E-MAIL ADDRESS: Joyce@thesweeneyco.com	FAX (A/C, No): (817) 457-7246
	INSURER(S) AFFORDING COVERAGE	
INSURED Reynolds Asphalt & Construction Company P.O. Box 370 Euless TX 76039-0370	INSURER A: Continental Insurance Co	NAIC # 35289
	INSURER B: Am Cas Co of Reading, PA	20427
	INSURER C: Great American Insurance Company	16691
	INSURER D: Continental Casualty Co	20443
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			4028760229	05/08/2021	05/08/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> CONTRACTUAL, XCU						MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> CROSS LIAB, BFPD						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$2,000 DED PER PD OCC							GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 INSTALLATION FLOAT \$ 25,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			4028760232	05/08/2021	05/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> MCS90						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			TUU 1-23-12-47 - 05	05/08/2021	05/08/2022	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 4 28760215	05/08/2021	05/08/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excluded Debbie Reynolds, Meto Miteff, Virginia Miteff						

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

PO 1052 RFB #21117 pavement resurfacing. WC, GL & auto include a blanket automatic waiver of subrogation endt & the GL, auto include a blanket automatic additional insured endt providing additional insured & waiver of subrogation status to the cert holder only when there is a written contract between the named insured & the cert holder that requires such status. Additional insured endts contains special primary & noncontributory wording. Umbrella follows form. The policies include an endt providing 30 days notice of canc (10 days for nonpay of premium) to the cert holder.

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

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REYNOLDS ASPHALT & CONSTRUCTION COMPANY

Since 1981

P.O. Box 370 * Euless, TX 76039
 Metro (817) 267-3131 * Fax (817) 267-7022

2022 Sanger Asphalt Rehab - Various Streets
 Sanger, Texas
 City of Sanger

Quoted: 6/8/22 4:50 PM

Item	Description	Estimated Quantity	Unit	Unit Bid	Bid Extension
3rd Street Bolivar St - Locust St					
1	2" Ty "D" HMAC	175.0	TON	\$95.20	\$16,660.00
10	Additional Mileage Hauled more than 10 miles	175.0	TON	\$16.20	\$2,835.00
17	8"-28#/SY Cement Stab Existing	1,485.0	SY	\$9.80	\$14,553.00
26	Backfill Shoulders	1,160.0	LF	\$1.70	\$1,972.00
					\$36,020.00
4th Street Elm Street - Locust Street					
1A	2" Ty "D" HMAC	270.0	TON	\$95.20	\$25,704.00
10A	Additional Mileage Hauled more than 10 miles	270.0	TON	\$16.20	\$4,374.00
17A	8"-28#/SY Cement Stab Existing	2,300.0	SY	\$9.80	\$22,540.00
26A	Backfill Shoulders	1,800.0	LF	\$1.70	\$3,060.00
					\$55,678.00
6th Street Elm Street - Willow Street					
1B	2" Ty "D" HMAC	375.0	TON	\$95.20	\$35,700.00
10B	Additional Mileage Hauled more than 10 miles	375.0	TON	\$16.20	\$6,075.00
17B	8"-28#/SY Cement Stab Existing	3,220.0	SY	\$9.80	\$31,556.00
26B	Backfill Shoulders	2,520.0	LF	\$1.70	\$4,284.00
					\$77,615.00
7th Street Bolivar Street - Willow Street					
1C	2" Ty "D" HMAC	270.0	TON	\$95.20	\$25,704.00
10C	Additional Mileage Hauled more than 10 miles	270.0	TON	\$16.20	\$4,374.00
17C	8"-28#/SY Cement Stab Existing	2,315.0	SY	\$9.80	\$22,687.00
26C	Backfill Shoulders	1,810.0	LF	\$1.70	\$3,077.00
					\$55,842.00
Cherry Street 7th Street - 5th Street					
1D	2" Ty "D" HMAC	150.0	TON	\$95.20	\$14,280.00
10D	Additional Mileage Hauled more than 10 miles	150.0	TON	\$16.20	\$2,430.00
17D	8"-28#/SY Cement Stab Existing	1,280.0	SY	\$9.80	\$12,544.00
26D	Backfill Shoulders	1,000.0	LF	\$1.70	\$1,700.00
					\$30,954.00
Locust Street 7th Street - 5th Street					
1E	2" Ty "D" HMAC	150.0	TON	\$95.20	\$14,280.00
10E	Additional Mileage Hauled more than 10 miles	150.0	TON	\$16.20	\$2,430.00
17E	8"-28#/SY Cement Stab Existing	1,280.0	SY	\$9.80	\$12,544.00
26E	Backfill Shoulders	1,000.0	LF	\$1.70	\$1,700.00
					\$30,954.00
					\$287,063.00

City of Sanger

Various Streets

		UNIT PRICE BID	TOTAL QUANTITY	TOTAL COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS \$ 91.60		\$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS \$ 95.20	1,390.00	\$ 132,328.00
3	HMAC Type D Delivered less than 499 tons	TONS \$ 112.00		\$ -
4	HMAC Type C Delivered more than 1500 tons	TONS \$ 89.00		\$ -
5	HMAC Type C Delivered 500 to 1499 tons	TONS \$ 94.50		\$ -
6	HMAC Type C Delivered less than 499 tons	TONS \$ 111.80		\$ -
7	HMAC Type B Delivered more than 1500 tons	TONS \$ 86.50		\$ -
8	HMAC Type B Delivered 500 to 1499 tons	TONS \$ 90.50		\$ -
9	HMAC Type B Delivered less than 499 tons	TONS \$ 107.50		\$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant Items# 1-9 Per Ton Per Mile **NOTE: \$0.90 per mile @ 18 miles **	EACH PER TON MILE \$ 16.20	1,390.00	\$ 22,518.00
11	Move In/Out Charge for projects under 499 tons	EACH \$ 1,800.00		\$ -
12	Thoroughfare Traffic Control Charges Per street	EACH \$ 3,600.00		\$ -
13	Manhole Ring Riser Adjustment/Placement Ring	EACH \$ 300.00		\$ -
14	Valve Ring Riser Adjustment/Placement Ring	EACH \$ 200.00		\$ -
15	Base Repair	SY \$ 76.50		\$ -
16	Flex Base furnish and install	TONS \$ 43.50		\$ -
17	8" Cement Stab Existing - more than 3000 sy	SY \$ 9.80	11,880.00	\$ 116,424.00
18	8" Cement Stab Existing - 1400 to 2999 sy	SY \$ 11.30		\$ -
19	8" Cement Stab Existing - less than 1399 sy	SY \$ 19.70		\$ -
20	Hauling Excessive Material more than 101 cy	CY \$ 33.40		\$ -
21	Hauling Excessive Material 51 to 100 cy	CY \$ 37.40		\$ -
22	Hauling Excessive Material less than 50 cy	CY \$ 47.60		\$ -
23	Wedge Mill	LF \$ 5.50		\$ -
24	Full Depth Milling 0-4"	SY \$ 5.30		\$ -
25	Full Depth Milling Each Additional Inch	SY \$ 0.75		\$ -
26	Backfill Shoulders	LF \$ 1.70	9,290.00	\$ 15,793.00
27	8" Pulverization	SY \$ 3.00		\$ -
28	Petromat less than 2500 SY	SY \$ 5.40		\$ -
29	Petromat 2500 - 4999 SY	SY \$ 3.70		\$ -
30	Petromat more 5000 SY	SY \$ 3.00		\$ -

TOTAL FOR PAGE

\$ 287,063.00