

STATE OF TEXAS
COUNTY OF COLLIN

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INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of Allen, Texas ("Allen"), and the City of Grand Prairie, Texas, acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV PURCHASING

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties**: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment**: This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 27th day of October, 2014.

CITY OF ALLEN, TEXAS

By: 
PETER H. VARGAS, CITY MANAGER

One Allen Civic Plaza
305 Century Parkway
Allen, TX 75013

ATTEST:

By: 
SHELLEY GEORGE TRMC, CMC, CITY SECRETARY

EXECUTED this 3rd day of December 2014.

CITY OF GRAND PRAIRIE, TEXAS

By: 
SIGNATURE

Deputy City Manager
Title

ATTEST:

By: 
CITY SECRETARY

APPROVED AS TO CIVIL

CITY ATTORNEY

ID

8818

Department:
Purchasing for Streets

Vendor Name:
Reynolds Asphalt & Conststruction Co

Project Name:
16112 R2 Pavement Resurfacing Service - Reynolds Asphalt & Construction Co - Amendment 2

Work Order Number(s):

Account Number:
251210-63030

Contract Amount:
\$3,523,900.00

Implementation Date:
9/1/2018

Termination Date:
8/31/2019

City Council Appr. Date:
8/16/2016

Insurer A Name:
Valley Forge Ins Co

Insurer A Expiration:
5/8/2019

Insurer B Name:
Transportation Ins Co

Insurer B Expiration:
5/8/2019

Insurer C Name:
Great American Insurance Co

Insurer C Expiration:
5/8/2019

Insurer D Name:
Nat'l Fire Ins Co of Hartford

Insurer D Expiration:
5/8/2019

Insurer E Name:

Insurer E Expiration:
SD

Return Executed Copy To:
Bryce Davis, Purchasing Manager

Department Manager Signature:

Kathleen C. Mercer

City Attorney Signature:

Megan Maha

City Manager/Deputy City Manager Signature:

Bill Crabb

Dep. City Secretary Signature:

A. Z. Saline

Date:

July 17, 2018

Date:

7/18/18

Date:

7/20/18

Date:

07/20/18

AMENDMENT TO PRICE AGREEMENT
CITY OF GRAND PRAIRIE

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

THIS AMENDMENT 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").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide asphalt release agents per bid award resulting from vendor's response to RFB #16112, submitted by Ned Tankersley, on July 26, 2016; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling up to \$3,523,900.00 if all extensions were exercised. This Contract was effective as of August 17, 2016, and was to terminate at midnight on August 16, 2017, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, the first of four available renewal options was executed on July 12, 2017 and extended the term of the contract through August 31, 2018; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to extend the term of the contract and execute the second of the four available renewal options and extend the contract expiration to midnight on August 31, 2019 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
2. The estimated annual amount to be paid to VENDOR under such contract shall remain and not exceed the sum of \$3,523,900.00, to reflect the contract renewal; and
3. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the 20th day of July, 2018

CITY OF GRAND PRAIRIE, TEXAS

REYNOLDS ASPHALT & CONSTRUCTION CO.

By: *Bill Crowley*
~~Anna Doll~~, Deputy City Manager
BILL CROWLEY

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

ATTEST:

Cathy E. DiMaggio
Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

Megan Mahan
Megan Mahan, City Attorney

Solicitation 16112

PAVEMENT RESURFACING SERVICES

Bid Designation: Public



City of Grand Prairie

Bid 16112 PAVEMENT RESURFACING SERVICES

Bid Number 16112
Bid Title PAVEMENT RESURFACING SERVICES

Bid Start Date Jul 8, 2016 10:30:33 AM CDT
Bid End Date Jul 22, 2016 2:00:00 PM CDT
Question & Answer End Date Jul 18, 2016 4:30:00 PM CDT

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

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

Bid Comments It is the intent of this specification to obtain an annual price agreement for the purchase of pavement resurfacing services for the City of Grand Prairie Street Maintenance Division. These services shall include but not limited to cleaning, preparing surface, placing tack coat and overlaying with HMAC 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, 2016.

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

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

Item Response Form

Item 16112-01-01 - ENTER PRICING ON ATTACHMENT A, BID SHEET

Quantity 1 each

Prices are not requested for this item.

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

Qty 1

Description

ENTER PRICING ON ATTACHMENT A, BID SHEET

Specification



REQUEST FOR BID
RFB #16112
PAVEMENT RESURFACING SERVICES

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 not limited to cleaning, preparing surface, placing tack coat and overlaying with HMAC 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, 2016.

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.

Specification

4. TRAFFIC CONTROL

- 4.1** The contractor shall provide construction and maintenance signs, construction lights, barricades, channelizing devices and flagmen as required to provide for the safety of the traveling public. These items shall be in accordance with the recommended practices of the latest version of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.) (<http://www.txdot.gov/government/enforcement/signage/tmutcd.html>) .
- 4.2** Traffic control will be broken into the following two categories:
- 4.2.1** Residential: The contractor will be required to provide all traffic control on residential streets as part of the unit cost.
- 4.2.2** Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. Thoroughfare street work cannot begin prior to 8:45 am and must be clear by 4:30 pm unless prior written approval is given by city.
- 4.3** Construction signs shall not be removed from the project until approved by the city.
- 4.4** No street shall be closed except upon written authority from the city.
- 4.5** At the end of each day, the contractor shall prepare the work to the satisfaction of the city to ensure safe driving at night; and shall place temporary pavement markings and maintain it until the city has approved the final inspection.
- 4.6** Contractor shall submit a traffic control plan for approval four (4) days prior to starting work at any location. All barricades, detour signs for total closure of the street, and all maintenance of signs and removals upon completion of project shall be in accordance with Texas M.U.T.C.D.
- 4.7** All street work and closures will require a four (4) day notice to city so it may be publicized in the local paper as necessary.
- 4.8** Contractor shall provide all temporary pavement marking as needed and placed before removal of barricades for the safety of public until permanent markings are installed by owner.

5. UTILITIES

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

Specification

5.3 Contractor shall adjust to final grade all existing valves and utilities. The manhole and valve adjustments shall be paid for as per bid pay items. Contractor shall be responsible for providing all manhole rings, valves, lids, etc., for the adjustment/placement to finished grade of street. They shall meet the City Standard Details for design.

6. WATER FOR CONSTRUCTION

6.1 The contractor shall pay for water for the project. The contractor will be required to make application and deposit for a construction meter with the City of Grand Prairie Water Utility Customer Services Division.

7. START OF CONSTRUCTION

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

7.2 The contractor shall pick up two portable (2) signs from city Street Department and place at each end of their project to inform citizens that this is a Sales Tax Project. Signs shall be returned to the Street Department at the completion project. Signs shall not be removed until contractor has permission by the City.

8. MATERIAL TICKETS

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

9. PRIVATE PROPERTY CONCERNS

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

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

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

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

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

Specification

- 9.6 Door hangers will be provided by the city for the contractor to distribute to the property owners. All door hangers must be handed out a minimum of 72 hours prior to construction beginning, at the contractors expense and as requested by city.

10. BACKFILL AND CLEANUP

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

11. UNSATISFACTORY WORK

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.

12. FINAL INSPECTION

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. WORK ZONE MAINTENANCE

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

Specification

14. WORKING HOURS

14.1 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.

14.2 Holidays

- 14.2.1** New Year's Day – January 1
14.2.2 Martin Luther King's Birthday – January 15
14.2.3 Memorial Day – Last Monday in May
14.2.4 Independence Day – July 4
14.2.5 Labor Day – First Monday in September
14.2.6 Thanksgiving – Fourth Thursday and Friday in November
14.2.7 Christmas – December 24th & 25th

15. 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.

16. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Friday, July 8, 2016
Deadline for Questions	Monday, July 18, 2016
Responses to Questions	Tuesday, July 19, 2016
Deadline for Receipt of Bids	Friday, July 22, 2016 2:00 p.m.
Council Date	Tuesday, August 16, 2016

17. CONTACT

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262 no later than **July 18, 2016, at 4:30 pm (CST)**. City of Grand Prairie's response to questions and requests for clarification will be posted to BidSync (www.bidsync.com) by **July 19, 2016 at 4:30 pm (CST)**.

18. EVALUATION CRITERIA

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

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

Specification

19. BID SUBMITTAL – ITEMS TO BE SUBMITTED

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

- a. Bid sheet (Attachment A)
- b. Questionnaire & References (Attachment B)
- c. Conflict of Interest Questionnaire (Attachment C)
- d. Submittal Affirmation Form (Attachment D)
- e. **OR** Statement of No Response (Attachment G)

Vendor must submit at least one hard copy and one electronic (flash drive or CD) copy or via www.bidsync.com for an annual fee of \$60. Bids must be submitted as requested above no later than the response deadline of July 22, 2016 by 2:00 p.m. to:

Angi Mize, Sr. Buyer
Purchasing Division
326 W. Main Street
Grand Prairie, Texas 75050

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

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

Specification

20. AGREEMENT TERMS AND AWARD

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

21. BONDS

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

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

23 CONTRACT AWARD

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

Request for Bid Questionnaire

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

General Information & References:

RESPONDENT NAME AND TITLE:	Ned Tankersley - Vice President
COMPANY:	Reynolds Asphalt & Construction Co.
ADDRESS, CITY, STATE ZIP:	P.O. Box 370 El Paso, TX 76039
TELEPHONE NUMBER:	817-267-3131
E-MAIL:	ntankersley@reynoldsasphalt.com
FEDERAL TAX ID:	75-1792271
Provide 3 References, please include contact name, agency name, title, phone number and email of those you have provided similar services in the past three years	
Reference 1:	
Name & Title -	Bill Beteman - St. Supt.
Agency Name -	City of Arlington
Phone -	817-459-5435
Email -	bbeteman@arlingtontx.gov
Reference 2:	
Name & Title -	Mike Adams - Dir of Eng.
Agency Name -	City of Midlothian
Phone -	972-919-2587
Email -	mike.adams@midlothian.tx.us
Reference 3:	
Name & Title -	Corey Lawson - Const. Supt.
Agency Name -	City of DeSoto
Phone -	214-537-6998
Email -	clawson@desototx.gov

21	Hauling Excessive Material 51 to 100 cy	CY	1500	21.00	\$ 31,500 ⁰⁰
22	Hauling Excessive Material 50 or Less cy	CY	200	30.00	\$ 6,000 ⁰⁰
23	Wedge Milling	LF	6000	3.80	\$ 22,800 ⁰⁰
24	Full Depth Milling 0 to 4"	SY	15000	4.50	\$ 67,500 ⁰⁰
25	Full Depth Milling Each Additional Inch	SY	15000	.075	\$ 11,250 ⁰⁰
26	Backfill Shoulders	LF	12000	1.40	\$ 16,800 ⁰⁰
27	Pulverization	SY	15000	4.45	\$ 66,750 ⁰⁰
27	Petromat less than 2500 sy	SY	1000	5.35	\$ 5,350 ⁰⁰
28	Petromat 2500 - 4999 sy	SY	3000	3.15	\$ 9,450 ⁰⁰
29	Petromat more than 5000 sy	SY	15000	2.60	\$ 39,000 ⁰⁰
ESTIMATED TOTAL					\$ 3,523,900⁰⁰

Service Questions:

1.	How many years have you been in business?	35
2.	How many years have you been performing the type of work detailed in the specification?	35
3.	What is the total value of work you currently have under contract?	\$ 80,000,000
4.	What is the percentage of work that is self-performed? (approximate)	95%
5.	Has your firm ever failed to complete a contract?	No
6.	Has your firm ever filed for bankruptcy? If so, when?	No
7.	Please list any pending judgment claims or suits again your company and explain on an additional page.	None
8.	Have you had an OSHA fine within the past three (3) years? (If yes, you MUST submit on an additional page the circumstances of the event)	No

9. Have you had any job related fatalities within the past five (5) years? (If yes, you MUST submit on an additional page the circumstances of the event)

No

10. In the event of a breakdown, where would your equipment be serviced? (Include name of business, address, phone number, and point of contact)

our EVIASS Yard
12650 Calloway Cemetery Rd
EVIASS, TX
817-267-3132 Clay Reynolds

11. List municipal/government agencies you have worked with, along with the contract amount, number of years contracted, agency contact, their email and phone number. Use separate sheet if needed.

Contract - \$ 5,720,000
Yrs. Contracted - 3rd Year
Name - City of Arlington / Bill Bateman
Phone - 817-459-5435
Email - bbateman@arlingtontx.gov

Contract - \$ 785,000
Yrs. Contracted - 1 Year
Name - City of Farmers Branch / Randy Walhood
Phone - 972-919-2597
Email - randywalhood@farmersbranchtx.gov

Contract - \$ 2,240,000
Yrs. Contracted - 2nd Year
Name - City of Midlothian / Mike Adams
Phone - 972-775-7105
Email - Mike.adams@midlothian.tx.us

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

Past Performances

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

Name - 2017 Street Reclamation - Arlington
 Contract - \$ 5,718,762
 Was the project finished on time - Yes - Oct. 2015
 Was the project within budget - Yes

Name - Flower Mound Street Rehab
 Contract - \$ 406,125
 Was the project finished on time - Yes - Dec. 2015
 Was the project within budget - Yes

Name - Farmers Branch Street Rehab
 Contract - \$ 785,457
 Was the project finished on time - Yes - Aug. 2015
 Was the project within budget - Yes

Name - Wylie 2015 Mill & Overlay
 Contract - \$ 514,599
 Was the project finished on time - Yes - June 2015
 Was the project within budget - Yes

Name - Multi-Use Street Rehab
 Contract - \$ 1,426,813
 Was the project finished on time - Yes - Nov. 2015
 Was the project within budget - Yes

Name - DeSoto 2015 Street Recon
 Contract - \$ 581,602
 Was the project finished on time - Yes - Nov. 2015
 Was the project within budget - Yes

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

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LIST OF EMPLOYEES

Employee Last Name	Job Title	Years of Experience

Reynolds	President	50
Tankersley	Exec. Vice President	40
Joseph	Vice President	20
McKay	CFO	22
Turner	General Supt	37
Perez	Supt.	36
Faglie	Supt	37

LIST
OF
MACHINERY
AND

EQUIPMENT

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

Equipment/Machinery	Years in Service	Qty
See Attached		

EQUIPMENT LIST					
Manufacturer			Description		
Manufacturer			Description		
WATER TRUCKS			ROLLERS:		
MACK	1996	4000 GAL TANK	INGERSOLL-RAND	1996	PNEUMATIC PT125R
INTERNATIONAL	1981	4000 GAL TANK	CATERPILLAR	2000	ROLLER CB534C
KAISER	1960	2500 GAL TANK	CATERPILLAR	2001	COMPACTOR PS200B
MACK	1984	4000 GAL TANK	CATERPILLAR	2002	PNEUMATIC PS-150B
INTERNATIONAL	1975	4000 GAL TANK	CATERPILLAR	2001	STEEL WHEEL CB634C
MACK CH613	2001	4000 GAL Tank	CATERPILLAR	2003	ROLLER PS 150B
			CATERPILLAR	2006	ROLLER CS563E
			CATERPILLAR	2003	ROLLER CS563E
ASPHALT PAVERS :					
CATERPILLAR	2002	AP1055B	VIBROMAX	2004	ROLLER VM66PD
ROADTEC (ASTEC)	1995	SB 2500 MTV Shuttle Buggy	CATERPILLAR	2004	STEEL WHEEL CB534D
CATERPILLAR	2004	AP1055B	CATERPILLAR	2007	PNEUMATIC PS-150C
CATERPILLAR	2011	AP1055E	HAMM	2007	MODEL 3412 COMPACTOR
ROADTEC (ASTEC)	2001	SB 2500 MTV Shuttle Buggy	CATERPILLAR	2008	Compactor CB224E
CATERPILLAR	2010	AP655D	CATERPILLAR	2008	ROLLER CB534D
			CATERPILLAR	2011	PNEUMATIC PS-360C
			CATERPILLAR	2011	Compactor CB24
LOADERS FRONT END:					
CASE	1998	570LXT	CATERPILLAR	2011	Compactor CB34
CATERPILLAR	1996	953B TRACK LOADER	HAMM	2010	HD14 V V Drum Roller
CATERPILLAR	2000	924G WHEEL LOADER	CATERPILLAR	2011	ROLLER CP563E
CASE	2001	570LXT	CATERPILLAR	2011	PNEUMATIC PS-360C
CATERPILLAR	2007	414E IL 4X4 LOADER	CATERPILLAR	2011	Compactor CB64
CASE	2007	570M XT 4X4 LOADER	HAMM	2011	HD+140 V V DRUM ROLLER
CATERPILLAR	2005	953C TRACK LOADER	HAMM	2010	3410 SOIL COMPACTOR
CATERPILLAR	2007	414E IL 4X4 LOADER	HAMM	2013	HD14 V V Drum Roller
CASE	2006	570M XT 4X4 LOADER	CATERPILLAR	2013	CW34 PNEUMATIC
KUBOTA	2009	L4400	HAMM	2014	HD140 VVHF
CATERPILLAR	2011	938H QC FU WHEEL LDR.	CATERPILLAR	2007	PS-150C
CATERPILLAR	2008	414E IL 4X4 LOADER			
JOHN DEERE	2013	JOHN DEERE 210K	TRACTORS AND EXCAVATORS:		
			CATERPILLAR	1999	215 EXCAVATOR
MOTORGRADERS:			CATERPILLAR	1998	D6H DOZER
CATERPILLAR	1995	140G	CATERPILLAR	2003	416D BACKHOE
CATERPILLAR	1996	140H	CATERPILLAR	1997	320B EXCAVATOR
CATERPILLAR	1998	140H	CATERPILLAR	2007	420E 4X4 BACKHOE
CATERPILLAR	2000	140H	CATERPILLAR	2011	320DLX EXCAVATOR
CATERPILLAR	2004	140H	CATERPILLAR	2012	D5K LGT DOZER
CATERPILLAR	2007	140H	CATERPILLAR	2013	420F 4S BACKHOE
CATERPILLAR	2007	140H	CATERPILLAR	2015	420F 4S BACKHOE
MIXERS:					
CAT MIXER	1994	SS250			
CAT MIXER	1998	SS250B			
CAT MIXER	2007	RM500			
TEREX MIXER	2011	RS446C			
TEREX MIXER	2012	RS446C			
CAT MIXER	2015	RM500B			

**CITY OF GRAND PRAIRIE
SUBMITTAL AFFIRMATION FORM**

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items as specified in section 19 and receipt of the following addenda which are part of the Solicitation Documents:

~~ALL OF SECTION 19 HAS BEEN SUBMITTED~~

Addendum No.

Addendum No.

Addendum No.

Addendum No.

INTERLOCAL PURCHASING

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

Yes No

OTHER CONDITIONS

The undersigned agrees to the following:

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

SUBMITTAL CERTIFICATION

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

Authorized Signature

Title

Print/Type Name

Date