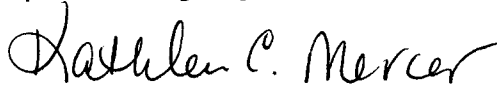



ID**7120****Department:**
Purchasing for Streets**Vendor Name:**
Viking Construction, Inc.**Project Name:**
17041 Micro Surfacing & Slurry Seal Treatment Srv - Viking Construction - initial contract**Work Order Number(s):****Account Number:**
232010-01713503-63030**Contract Amount:**
\$500,000.00**Implementation Date:**
2/22/2017**Termination Date:**
2/28/2018**City Council Appr. Date:**
2/21/2017**Insurer A Name:**
Zurich American Ins**Insurer A Expiration:**
3/1/2018**Insurer B Name:**
Travelers Property Cas Co**Insurer B Expiration:**
3/1/2018**Insurer C Name:**
American Zurich Ins**Insurer C Expiration:**
3/1/2018**Insurer D Name:****Insurer D Expiration:****Insurer E Name:****Insurer E Expiration:****Return Executed Copy To:**
Purchasing Robert Myers Dept Contact Dane Stovall**Department Manager Signature:****Date:**
March 2, 2017**City Attorney Signature:****Date:**

3/7/17

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

3/8/17

City Secretary Signature:**Date:**

3/8/17

CONTRACT for SERVICES PRICE AGREEMENT
CITY OF GRAND PRAIRIE

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

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

I. PURPOSE

VENDOR shall provide Micro-Surfacing & Slurry Seal Treatment Services per bid award resulting from VENDOR'S response to RFB #17041, submitted by Dan Welsh, on January 30, 2017.

II. DESCRIPTION OF SERVICES

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

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR'S bid to the CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more or less depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

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

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$500,000.00 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within 30 day of certification or receipt of invoice, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of February 22, 2017. No new orders shall be accepted, against this Contract term, after midnight on February 28, 2018. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or, unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

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

VII. CONFLICT OF INTEREST

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

VIII. CHANGE IN WORK

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

IX. CONFIDENTIAL WORK

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

X. OWNERSHIP OF DOCUMENTS

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

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

XI. NONDISCRIMINATION

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

XII. INDEPENDENT VENDOR

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

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

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

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this Contract a comprehensive liability insurance policy, with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability and property damage coverage, in accordance with any CITY ordinance or Directive. The minimum limits for this coverage shall be \$1,000,000.00 combined single limit for liability and for property damage, unless modified in accordance with any ordinance or directive. The CITY shall be named as an additional insured under such policy and a provision shall be incorporated in the policy whereby the CITY shall be given at least thirty days prior notice of any material change in coverage or of cancellation of such policy.

XV. NO VERBAL AGREEMENT

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

XVI. TERMINATION

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

XVII. VENUE

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

XVIII. APPLICABLE LAWS

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

XIX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

XX. NOTICES

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

CITY:

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

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

VENDOR:

Dan Welsh, Project Manager
512-930-5777 Phone ~ 512-868-1955 Fax
dan@vciss.com
Viking Construction, Inc.
2592 Shell Rd., Georgetown, TX, 78628

XXI. SEVERABILITY

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

XXII. RIGHT OF REVIEW

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

XXIII. WAIVER OF ATTORNEYS FEES

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

EXECUTED this the 8th day of March 2017.

CITY OF GRAND PRAIRIE, TEXAS

By: Tom Cox
Tom Cox, Deputy City Manager

ATTEST:

Cathy E. DiMaggio
Cathy E. DiMaggio, City Secretary

VIKING CONSTRUCTION, INC.

By: Dan Welsh
Printed
Name: DAN Welsh
Title: Project Manager

APPROVED AS TO FORM:

Megan Mahon
for Donald R. Postell, City Attorney



CITY OF GRAND PRAIRIE, TEXAS

[DATE]

REQUEST FOR BIDS

RFB #17041 – Micro-Surfacing (Polymer Modified) & Slurry Seal Treatment Services

DUE DATE: PRIOR TO 2:00 P.M. JANUARY 31, 2017

DUE TO: Angi Mize, Senior Buyer
Purchasing Division
326 W. Main Street
Grand Prairie, Texas 75050

CLEARLY MARK BID AS “RFB #17041”

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.

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received at the office of the Purchasing division, 326 W. Main Street, Grand Prairie, Texas, until January 31, 2017 at 2:00 PM, and publicly opened and read at that time for the purchase of the following:

BID # 17041 – Micro Surfacing & Slurry Sealing Treatment Services

There will be a pre-bid meeting held on Tuesday, January 24, 2017 at 10:00 a.m. The meeting will take place at the Fiscal Administration Building, located at 326 W. Main Street, Grand Prairie, TX 75050.

Further information and specifications may be obtained by contacting the city's bid distribution partner, BidSync at www.bidsync.com or (801) 765-9245, or the Office of the Purchasing division, 326 W. Main Street, Grand Prairie, Texas, (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.

Robert Myers
Purchasing Manager

Publish: January 15th, & January 22nd 2017

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1. SCOPE

The work covered by this specification includes the design, testing, construction and quality control required for the proper application of micro-surfacing and slurry seal treatment services. This contract will begin on or after February 21, 2017.

1.1 Micro-Surfacing

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

1.2 Slurry Seal

TYPE IIA: This blend is used to give maximum skid resistance and an improved wearing surface. An example would be on pavements which have highly textured surfaced and require this size aggregate to fill in the voids and provides an improved wearing surface. Rate of application: 20 to 22 pounds per square yard.

2. DESCRIPTION

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

3. LABORATORY EVALUATION

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

4. APPLICABLE SPECIFICATIONS

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

AASHTO: American Association of State Highway and Transportation Officials

ASTM: American Society for Testing and Materials

ISSA: International Slurry Seal Association

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

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

SLURRY SEAL SYSTEM		
ISSA TEST NO.	ASTM TEST NO.	TEST
	D 3910	Design, Testing, and Construction of Slurry Seal
	D 2172	Quantitative Extraction of Bitumen for Bituminous Paving Mixture
T 101		Guide for Sampling Slurry Mix for Extraction Test
T 102		Mixing, Setting, and Water Resistance Test to Identify "Quick-Set" Emulsified Asphalt
T 106		Measurement of Slurry Seal Consistency
T 111		Outline Guide Design Procedure for Slurry Seal
T 113		Trail Mix Procedures for Slurry Seal Design
T 114		Wet Stripping Test for Cured Slurry Seal Mixes
T 115		Determination of Slurry Seal Compatibility

MATERIALS

5. AGGREGATE

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

- a. **Micro-Surfacing** - One hundred percent (100%) crushed material from a single source is required.
- b. **Slurry Seal** - Smooth textured sands of less than 1.25 % water absorption shall not exceed 50% of the total aggregate blend.

6. MINERAL FILLER

The mineral filler shall be a recognized brand of Type I and II Portland cement with no entrained air that meets the requirements of ASTM D 242 if required by the mix design. 0.5% to 2% by dry weight of aggregate will be the range of mineral filler in the mix design. The mineral filler shall be considered as part of the dry aggregate.

7. WATER

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

8. **EMULSIFIED ASPHALT** - The asphalt emulsion shall be homogeneous and show no separation after mixing.
- 8.1 **Micro-Surfacing** - The emulsified asphalt shall be a quick-set polymer modified cationic type CSS-Ph emulsion and conform to the requirements specified in AASHTO M 208 and ASTM 2397. It shall pass all applicable storage and settlement test. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement mixing test shall be waived.
- 8.2 **Slurry Seal** - Typically grade CQS-1h shall be used. As directed by the Program Manager, the following grade of emulsion shall be used:
- 8.2.1 **Grade CQS-1h** - Conforming to the requirements specified in ASTM D 2397 for Cationic Emulsions. (Quick Set). The emulsion used shall be modified with latex (SBR) which shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. It shall pass all applicable storage and settlement tests. The cement mixing testing shall be waived. Asphalt emulsion, type CQS-1h (Quick Set) shall be specified on all city streets to minimize the amount of time the street will be closed.
9. **LATEX MODIFIER**
- 9.1 **Micro-Surfacing** - A minimum of 3% Latex Modifier content based on bitumen weight content, certified from the emulsion supplier, along with special quick-setting emulsifier agents, shall be milled into the asphalt emulsion. **The emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at no more than 50% and ambient air temperature of at least 75 degrees Fahrenheit, it will cure sufficiently such that uniformly moving traffic can be allowed on completed travel lanes within 1 hour after placement with no damage to the surface. If determined necessary by the Program Manager, the mixture properties shall be adjusted according to humidity conditions and ambient air temperatures to allow uniformly moving traffic on completed travel lanes within 1 hour after placement with no damage to the surface.**
- 9.2 **Slurry Seal** - A 3% latex content based on bitumen weight, certified by the emulsion supplier, shall be milled into the asphalt emulsion.
10. **ADDITIVES**
- Any additive used to accelerate or retard the break-set of the slurry seal shall be approved by the mix design laboratory as part of the mix design. The amount and type of additive (if needed) will be shown in the mix design.

TEST AND DESIGN

11. MIX DESIGN

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

12. MATERIALS

Dry Weight, Proportion %

Aggregate

Mineral Filler (Portland cement)

Emulsion

Water

Additive (if required)

13. TEST ON AGGREGATE

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

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

14.1 Micro-Surfacing

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

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

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

15. TEST ON EMULSION

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

16. TEST ON RESIDUE FROM DISTILLATION

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

17. TEST ON MICRO-SURFACE JOB MIXTURE

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

18. TEST ON SLURRY SEAL JOB MIXTURE

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

EQUIPMENT

19. GENERAL

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

20. MIXING EQUIPMENT

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

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

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

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

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

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

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

The vendor shall have a minimum of 2 Slurry Seal machines at the project site in good working condition each having a capacity of at least 8 cubic yards to assure sufficient production capability.

21. SPREADING EQUIPMENT

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

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

22. AUXILIARY EQUIPMENT

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

23. EQUIPMENT CALIBRATION

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

24. VERIFICATION

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

LIMITATIONS

25. WEATHER

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

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

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

26. CONDITION AND TYPE PAVEMENT TO BE TREATED

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

27. NOTIFICATIONS

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

28. TRAFFIC CONTROL

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

29. TEMPORARY MARKINGS AND LANE DELINEATION

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

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

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

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

STORAGE AND STOCKPIING

30. STOCKPIILING OF AGGREGATE

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

31. STORAGE SITE

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

32. SURFACE PREPARATION

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

APPLICATION

33. GENERAL

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

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

34. RATE OF APPLICATION

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

35. JOINTS

No excessive buildup or unsightly appearance shall be permitted on longitudinal or transverse joint. An excessive overlap will not be permitted on longitudinal joints. The Vendor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Longitudinal joints shall be placed on lane lines when possible. If half passes are used they shall not be the last pass of any paved area.

36. HAND WORK

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

37. LINES

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

38. CURING

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

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

39. CLEAN-UP

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

MEASUREMENT AND PAYMENT

40. METHODS OF MEASUREMENT – Micro-Surfacing

40.1 Aggregate

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

40.2 POLYMER MODIFIED ASPHALT EMULSION

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

40.2 BASIS OF PAYMENT

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

41. METHODS OF MEASUREMENT - Slurry Seal

41.1 AGGREGATE

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

41.2 LATEX MODIFIED ASPHALT EMULSION

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

41.3 BASIS OF PAYMENT

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

42. SURFACE TREATMENT INSPECTION PROCEDURES

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

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

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

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

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

43. PAYMENT AND INVOICING

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Micro-Surfacing (Polymer Modified)" of the type specified. This price shall be full compensation for furnishing all labor, equipment, time, materials, and incidentals necessary to complete the Work.

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

Payment for work meeting specifications will be made under:

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

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

44. VENDOR RESPONSIBILITIES

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

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

44.3 Warranty - The bidder agrees to warrant all services performed (workmanship, parts, refinishing, etc.) for a minimum period of one (1) year from date of acceptance. Longer warranty periods will be viewed favorably.

45. VENDOR QUALIFICATIONS

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

46. SAFETY REQUIREMENTS

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

47. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Tuesday, January 17, 2017
Pre-Bid Meeting	Tuesday, January 24, 2017 10:00 a.m.
Deadline for Questions	Wednesday, January 25, 2017
Responses to Questions	Thursday, January 26, 2017
Deadline for Receipt of Bids	Tuesday, January 31, 2017
Council Date	Tuesday, February 21, 2017

48. 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 4:30 p.m. (Central Time) 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 BidSync (www.bidsync.com) by 12:00 pm Thursday, January 26, 2017.

49. BID EVALUATION

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject any and all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city. **The City reserves the right to inspect the bidder's shop and equipment for the purposes of evaluating the vendor's qualifications and location.** The annual estimated dollar value of this contract shall be \$500,000. Annual estimated quantities are not known and vary from year to year.

50. EVALUATION CRITERIA

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

CRITERIA	POINTS
1. Price	35
2. Reputation/References	15
3. Qualifications	40
4. Government Experience	10
TOTAL POSSIBLE POINTS	100

51. SUBMITTAL RESPONSE GUIDELINES

Offeror response to this Request for Bid shall include:

- Completed and signed proposal check list.
- Bid Pricing Form filled in with unit prices, extended prices, and total.
- Questionnaire and References pages 1 - 2 answered. References provided should be for similar work/projects with up to date contact information (phone and email).
- Bid Affirmation form reviewed and signed.
- Completed and signed Conflict of Interest Form. If the vendor has no conflict of interest mark "NA", sign and include with your bid.
- Completed Historically Underutilized Business Questionnaire. If the vendor is not a certified HUB or DBE mark "NO", sign and include with your bid.

52. AGREEMENT TERMS AND AWARD

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

SOLICITATION STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** These standard terms apply to all solicitations.
2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The City also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the City.
3. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **F.O.B.:** All shipping shall be F.O.B. delivered.
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 this specification 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.
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. 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 vendor 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 Vendor/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 AND 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 and notarized 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.

QUESTIONNAIRE

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

General Contact Information

Respondent Name and Title: Dan Welsh - Project Manager

Company: Viking Construction Inc.

Company Address: 2592 Shell Rd.

Telephone Number: 512-930-5777

Fax Number: 512-868-1955

Email Address: DAN@VCISS.COM

Federal Tax ID: 742653491

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

Project Reference #1

Reference Name and Title: Chris LUTZ - Project Manager

Reference Organization: City of Dallas

Project Title: 2016 Micro-Surfacing Project

Telephone Number: 214-671-0077

Email Address: Christopher.Lutz@DallasCityHall.org

SUBMITTAL CHECK LIST

Interested parties MUST submit one (1) bid marked as original that includes all of the following items listed below for consideration. The submission should be in the order stated below.

	ITEM	CHECK LIST
1	Proposal Submittal Check List	✓
2	Bid Pricing	✓
3	Questionnaire and References	✓
4	Submittal Affirmation Form	✓
5	Conflict of Interest Questionnaire	✓
6	Historically Underutilized Business Questionnaire	✓

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



Authorized Signature

Barry H. Dunn

Print/Type Name

PRES

Title

1/30/17

Date

BID PRICING

				UNIT
ITEM	DESCRIPTION	QTY	UOM	PRICE
1	Slurry Seal <49,999	1	SY	2.43
2	Slurry Seal >49,999	1	SY	2.30
3	Micro Seal <49,999	1	SF	2.89
4	Micro Seal >49,999	1	SY	2.74

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

VIKING CONSTRUCTION, INC.
2592 SHELL ROAD
GEORGETOWN, TX 78628

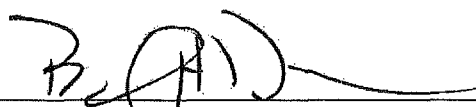
Company Name

Date

1/30/17

Authorized Signature

Title


BARRY H DUNN

PRESIDENT

Project Reference #2

Reference Name and Title: Keith Gabbard - Street Supt.

Reference Organization: City of Denton

Project Title: RFP #5712 Microsurfacing

Telephone Number: 940-765-0807

Email Address: Keith.Gabbard@cityofDenton.com

Project Reference #3

Reference Name and Title: Tom Nagel - Project Manager

Reference Organization: City of Amarillo

Project Title: Micro-Surfacing of various Streets

Telephone Number: 806-680-9252

Email Address: Thomas.Nagel@Amarillo.GOV

Service Information

1. How many years has your firm been involved in providing these services? 25 Years

2. Please list all government entities your firm has worked with in the past 3 years. (use separate sheet if needed)

see Attached

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

See Attached

4. List five street locations that were completed in the last 2-3 years for both Micro-Surfacing and Slurry Seal. (use separate sheet if needed)

See Attached

2014

STATE CREW - Micro

2014101	POLK COUNTY
2014102	GRAYSON
2014103	HOCKLEY
2014104	CITY OF LUBBOCK
2014105	CITY OF WEATHERFORD
2014106	TARRANT COUNTY
2014107	RED RIVER COUNTY
2014108	CITY OF BURLESON
2014109	
2014110	

CITY CREW - Slurry

2014201	CITY OF AUSTIN
2014202	CITY OF KILLEEN
2014203	RICHARDSON/NANTUCKET
2014204	CITY OF DENTON
2014205	
2014206	HARRIS COUNTY
2014207	OMEGA WATER UTIL
2014208	CITY OF WOODWAY
2014209	OSCAR RENDA
2014210	FLOWER MOUND
2014211	CITY OF KYLE
2014212	AUSTIN AVE MICROSEAL
2014213	CITY OF HEWITT
2014214	CITY OF MARSHALL
2014215	FT. HOOD
2014216	CITY OF MIDLOTHIAN
2014217	LOVE FIELD
2014218	BRAZOS PAVING
2014219	SAN ANTONIO
As of 9/29/14	

2015
2016 JOBS

STATE CREW - *Micro*

2014101	POLK COUNTY
2014107	RED RIVER
2015101	
2015102	SAN ANTONIO/FLASHER
2015103	SAN ANTONIO/CLARK
2015104	TOM GREEN
2015105	MIDLAND
2015106	COLLIN COUNTY
2015107	AMARILLO
2015108	APAC/KAUFMAN CO

CITY CREW - *Slurry*

2015201	WACO
2015202	FT HOOD
2015203	CITY OF HEWITT
2015204	CITY OF DENTON
2015205	MCLENNAN COUNTY
2015206	COLLIN COUNTY
2015207	KILLEEN
2015208	JOHN BURNS/DWU
2015209	CITY OF KYLE
2015210	CITY OF AUSTIN
2015211	OMEGA/DWU
2015212	SYB/DWU
2015213	ARK/DWU
2015214	BARSON/DWU
2015215	EULESS/PEACHREE
2015216	FLOWERMOUND

2016 JOBS

STATE CREW - *Micro*

2014101	POLK COUNTY
2016101	CITY OF KILLEEN
2016102	CITY OF LAMPASAS
2016103	CITY OF DALLAS - MICRO
2016104	FT HOOD/ ATLANTIC ICON
2016105	FT HOOD/ ALBRITE - ACE CO
2016106	CITY OF WOODWAY
2016107	CITY OF AMARILLO
2016108	CITY OF KYLE

CITY CREW - *Slurry*

2015210	CITY OF AUSTIN
2016201	CITY OF DALLAS/SLURRY
2016-3	CITY OF DALLAS/SLURRY 3rd CREW
2016202	CITY OF DENTON
2016203	CITY OF EULESS/PEACHTREE
2016204	TOWN OF FLOWER MOUND
2016205	ATKINS BROS CONSTRUCTION - DWU
2016206	JOHN BURNS CONSTRUCTION - DWU
2016207	OMEGA CONTRACTING - DWU
2016208	SYB CONSTRUCTION - DWU
2016209	CAMINO CONSTRUCTION - DWU
2016210	WEBBER, LLC - DWU
2016211	CITY OF AUSTIN '16
2016212	HAYS COUNTY
2016213	HYDRA ENGINEERING - FT HOOD

Last 6 Months

Microsurfacing in Dallas - 2016

<u>Block #'s</u>	<u>Street</u>	<u>Start</u>	<u>Stop</u>
7500-8000	Harry Hines Blvd	Anson Rd.	Roanoke Ave.
9700-10200	Hillcrest Rd.	Walnut Hill Ln.	Meadow Ln.
13600-13900	Coit Rd.	Willow Bend Rd.	Greenhollow Ln.
6900-7200	Spring Valley Rd.	Hillcrest Rd.	Meandering Way
5200-5700	Hampton Rd.	Campfire Cir.	US67
3000-3100	Hampton Rd.	Cliff Teen Ct.	Kiest Blvd.
1600-1700	Hampton Rd.	Bentley Ave.	Falls Dr.
1100	Hampton Rd.	Clarendon Dr.	Emmett St.
600-1000	Hampton Rd.	Gladstone Dr.	Clarendon Dr.
100-400	Hampton Rd.	10th St.	12th St.
100-300	Hampton Rd.	10th St.	Jefferson Blvd.
5500-5900	Marsalis Ave.	Ledbetter Dr.	Laureland Rd.
200-500	12th St.	Zang Blvd.	Llewellyn Ave.
800	Dividend Dr.	Chancellor Row	Sovereign Row
11400-11500	Denton Dr.	Zelrich Ln.	Rodney Ln.
10900	Denton Dr.	Anode Ln.	Walnut Hill Ln.

Mapasco 5f

City of OHIOAS Slurry 6 months old

Id	Treatment	From	To	Street	Description / Comment	Rank	Approved	Lane Miles	Field Status	Mapasco	Council District	Funding
21648	Slurry	3700	3700	MARFA AVE	Asbury St to Kolloch Dr	2	<input checked="" type="checkbox"/>	0.1546	Accepted	56-T	4	STS-OPS
21665	Slurry	3400	3400	OVERTON CT	Overton Rd (E) to Humphrey Dr	145	<input checked="" type="checkbox"/>	0.2011	Accepted	56-T	4	STS-OPS
22026	Slurry	1600	1600	POPLAR ST	Holmes St to Colonial Ave	167	<input checked="" type="checkbox"/>	0.3784	Accepted	56-B	7	STS-OPS
22028	Slurry	3000	3100	ROCHESTER ST	Woodville St to Municipal St	140	<input checked="" type="checkbox"/>	0.3443	Accepted	56-H	7	STS-OPS
22246	Slurry	1700	3000	SARGENT RD	Southerland Ave to Overton Rd (E)	175	<input checked="" type="checkbox"/>	1.7692	Accepted	56-N	4	STS-OPS

13 Projects

7.4575

Mapasco 57

Id	Treatment	From	To	Street	Description / Comment	Rank	Approved	Lane Miles	Field Status	Mapasco	Council District	Funding
22048	Slurry	6600	6600	CARTER RD	Dead-end near Longacre Ln (S) to Great Trinity Forest Ramp E	38	<input checked="" type="checkbox"/>	0.2012	Accepted	57-Z	8	STS-OPS
21936	Slurry	4600	4600	CHERBOURG ST	Dutch Harbor Ave to dead-end	3	<input checked="" type="checkbox"/>	0.2402	Accepted	57-W	7	STS-OPS
22003	Slurry	8300	8300	YUKON CIR	Cherbourg St to dead-end	12	<input checked="" type="checkbox"/>	0.1552	Accepted	57-W	7	STS-OPS

3 Projects

0.5966

Mapasco 58

Id	Treatment	From	To	Street	Description / Comment	Rank	Approved	Lane Miles	Field Status	Mapasco	Council District	Funding
21908	Slurry	7900	7900	ALTO GARDEN DR	Rose Garden Ave to Gardenview Dr	109	<input checked="" type="checkbox"/>	0.2063	Accepted	58-L	5	STS-OPS
22044	Slurry	400	400	BOLERO AVE	Antler Ave to Elam Rd	37	<input checked="" type="checkbox"/>	0.4030	Accepted	58-S	8	STS-OPS
21832	Slurry	1700	2000	CONNER DR	Asphalt-Over-Concrete	92	<input checked="" type="checkbox"/>	1.3130	Accepted	58-G	5	STS-OPS
22060	Slurry	100	300	FORSYTHE DR	Stonehurst St to Bruton Rd	13	<input checked="" type="checkbox"/>	0.5909	Accepted w/mods	58-X	8	STS-OPS
21850	Slurry	400	400	GLENVIEW ST	Great Trinity Forest Way to Gaylen Dr	92	<input checked="" type="checkbox"/>	1.3130	Accepted	58-G	5	STS-OPS
21914	Slurry	1900	2000	HILLBURN DR	Asphalt-Over-Concrete	113	<input checked="" type="checkbox"/>	1.1963	Accepted	58-F	5	STS-OPS
21860	Slurry	7700	7900	HUTTING AVE	Birch St to Elam Rd	22	<input checked="" type="checkbox"/>	0.4498	Accepted	58-V	5	STS-OPS
21918	Slurry	8100	8100	KIPLING DR	Tillman St to Bruton Rd	113	<input checked="" type="checkbox"/>	1.1963	Accepted	58-F	5	STS-OPS
21906	Slurry	2300	2400	LOLTA DR	Gaylord Dr to Shortal Dr	44	<input checked="" type="checkbox"/>	0.9638	Accepted	58-G	5	STS-OPS
22087	Slurry	7600	7600	OLUSTA DR	Bikes 77-7800 are Asphalt-Over-Concrete	110	<input checked="" type="checkbox"/>	0.3359	Accepted	58-U	5	STS-OPS
21883	Slurry	8400	8400	RAYVILLE DR	Buckner Blvd (S) to dead-end	64	<input checked="" type="checkbox"/>	0.3336	Accepted	58-C	5	STS-OPS
22034	Slurry	6900	7000	SECO BLVD	Cordell Dr to Jennie Lee Ln	22	<input checked="" type="checkbox"/>	0.1766	Accepted	58-X	8	STS-OPS
19827	Slurry	8300	8300	TERESA LN	Asphalt-Over-Concrete	106	<input checked="" type="checkbox"/>	0.1516	Accepted	58-R	5	STS-OPS
21896	Slurry	8300	8400	TRANSIT ST	Teresa Ln to Holcomb Rd	69	<input checked="" type="checkbox"/>	0.6425	Accepted w/mods	58-E	5	STS-OPS
21900	Slurry	500	500	WIDEMAN DR	Gliette St to Jim Miller Rd (N)	0	<input checked="" type="checkbox"/>	0.4664	Accepted	58-R	5	STS-OPS
					Full-depth treatment in FY2013, FY2015	28	<input checked="" type="checkbox"/>	0.3964	Accepted	58-V	5	STS-OPS
					Rayville Dr (westside) to Rayville Dr (eastside)	8	<input checked="" type="checkbox"/>	0.0970	Accepted	58-U	5	STS-OPS
					Glennview St to Freddie St							
					Elam Rd to Wes Hodges Rd							

5/18/2016

City of DALLAS 2013 Slurry Seal

ARROW RD	Approx. 200 ft. east of Dalview to Southerland	55-M
ASH LN	Grandview to Martinique	46-D
ASH LN	Claremont to Newell	47-A
ADOLPHUS ST (NW)	Victor to Junius	46-C
BANK ST	Ash to East Grand	46-L
BARKHAM LN	Lanshire to Goforth	27-T
BEARDEN LN	Buckner Blvd (S) to dead-end	48-Y
BEAUCHAMP ST	Bonnie View to Balch	56-S
BECKLEYMEADE AVE	Beckleycrest to Metz	74-F
BEDFORD ST	Vilbig to Harston	44-N
BEECHWOOD LN	Midway to Rockbrook	24-Q
BEEVILLE ST	Fabrication to Singleton Blvd	44-Q
BERMONT AVE	Garrett (N) to Henderson (N)	36-S
BERMONT AVE	Alderson to Abrams	36-U
BENNETT AVE	Ross to Monarch	36-W
BERNAL DR	Esmalda to Norco	43-E
BEANSTON ST	Greenmound to Ukiah	59-A
BLOSSOM LN	Piedmont to Prichard	48-X
BLUE BAY DR	Keller Springs to cul-de-sac	5-T
BRIARWOOD RD	Midway to Voss	4-B
BRIARCREST CIR	Briarcrest to cul-de-sac	64-A
BRIERFIELD LN	Greenspan to Brierfield Cir	64-U
BROOKDALE LN	Hilandale to alley	64-M
BRYNMALE ST	Berridge to Lomax	48-K
BROOKLYN AVE (W)	Rosemont (S) to Hampton (S)	54-E
BRYAN TRWY	Henderson (N) to Matilda	36-X
BRYAN ST	Munger Blvd (N) to Live Oak	36-X
CADIZ ST	Terminal to Lamar (S)	45-T
CALEDWELL AVE	Philip to East Grand	46-L
CAMBRICK ST	Cole to Travis	35-Y
CAMELOT ST	Plum Dale to Tracy	66-N
CAMELIA DR	Orchid to Royal	25-F
CAMPANELLA DR	Schroeder to Rialto	16-U
CAMELO DR	Alley/dead-end to Dove Creek Way	64-E

2013 Micro Streets

Viking Construction Inc.
City of DENTON

Map	Street	Start & Stop	Square Yards	Tons	Field Measurement	Trash day
Mon 4/29	CALIBRATE		0.00			
	NOTICES/CLEAN STREETS		0.00			
Tue 4/30	493S ANTLER CIR.	FAWN- NORTH	630	8.19		MON
	494G DEER FOREST	GRANT- WHITE TAIL	1,804	23.45		THUR
	494F HARVEST HILL	HARVEST GLEN- EAST	1,848	24.02		THUR
	494J OXFORD CT.	OXFORD LN- NORTH	474	6.16		THUR
	493S BROADWAY	ALILEEN- MALONE	3,681	47.85		MON
	493W ANDERSON	AMARILLO- MOUNTS	1,665	21.65		MON
Wed 5/1	493D SELENE	NEPTUNE-JUPITER STUART-FISTE	2,635	34.26		MON
	493D JUNO	ATLAS- STUART	2,295	29.84		MON
	493M LIVE OAK	SHERMAN- CRESTWOOD	3,985	51.94		MON
	493R GLENWOOD	PALMWOOD- UNIVERSITY	455	5.92		THUR
	526J MERCEDES	DUDLEY- PARVIN	3,006	39.08		TUES
Thu 5/2	492Y CHARLOTTE	BONNIE BRAE- AVE G	3,784	49.19		WED
	525D LOUISE	BONNIE BRAE- AVE H	1,777	23.10		WED
	525D W. PRAIRIE	AVE. H- NORTH TEXAS	4,743	61.65		WED
	525H WESTRIDGE	HIGHLAND PARK- EAST	2,676	34.79		TUES
Fri 5/3	494G FAWN	GRANT- ANTLER	1,801	23.41		THUR
	494E HARVEST GLEN	HIGHMEADOW- NORTH	1,392	18.10		THUR
	494J OXFORD	HEATHER- NOTTINGHAM	5,241	68.13		THUR
	526R GATEWOOD	TICONDEROGO- LAFAYETTE	3,981	51.76		WED
Sat 5/4	NO WORK		0	0.00		
Sun 5/5	NO WORK			0.00		
Mon 5/6	527J 1/2 COLORADO (INSIDE)	VALLEY CREEK- LOOP 288	8,267	107.47		
	526R LYNHURST	TICONDEROGO- LAFAYETTE	3,570	46.41		WED
Tues 5/7						

City of Eulless 2013 Slurry Seal street list

STREETS TO BE COMPLETED SOON

STREET	FROM	TO	LENGTH	WIDTH	SY
Anthony Dr.	Baze Rd.	Bear Creek Dr.	598	26	1,728
Aurora Ct.	Baze Rd.	Cul-de-sac			661
Aurora Dr.	Baze Rd.	Bear Creek Dr.	535	26	1,546
Allen Dr.	Baze Rd.	Bear Creek Dr.	635	26	1,834
Allen Dr. (west)	Baze Rd.	Concrete	264	26	763
Cherry Ann Dr.	Baze Rd.	Bear Creek Dr.	882	26	2,548
Cherry Ann Ct.	Baze Rd.	Cul-de-sac			679
Regina Ct.	Baze Rd.	Cul-de-sac			654
Candice Ct.	Baze Rd.	Cul-de-sac			709
TOTAL					11,122

AMBER HILLS SUBDIVISION

Bear Creek (EB)	N. Main	Amber Hills Ln.	116	11	142
Bear Creek (WB)	N. Main	Amber Hills Ln.	116	11	142
Amber Hills Ln.	Springridge Ln	Laurel Ln.	1,082	26	3,126
Crescent @	Amber Hills Ln.	Laurel Ln.			128
Laurel Ln.	Amber Hills Ln.	Nettle Ln.	1,184	26	3,420
Crescent @	Laurel Ln	Nettle Ln.			224
Nettle Ln.	Laurel Ln	Springridge Ln.	963	26	2,782
Crescent @	Nettle Ln.	Springridge Ln.			396
Springridge Ln.	Nettle Ln.	Amber Hills Ln.	1,155	26	3,337

5. Has your firm failed to complete a contract? If so please identify the project and date
ND
6. Do you have any litigation issues pending in the last three years? If yes please explain.
ND
7. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?
ND
8. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
ND
9. Has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract within the last five (5) years?
ND

SUBMITTAL AFFIRMATION FORM

ADDENDA ACKNOWLEDGEMENT

By initialing below I acknowledge I have received, reviewed and understand all addenda that were issued which are a part of this solicitation.

DW Addendum No. 1, _____, _____, _____, _____

INTERLOCAL PURCHASING

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

Yes X 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 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.

B. H. D.
Authorized Signature

BARRY H DUNN
Print/Type Name

DRES
Title

1/30/17
Date

CONFLICT OF INTEREST QUESTIONNAIRE

NA

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. </div> <div style="text-align: center; margin: 10px 0;"> <hr style="width: 50%; margin: 0 auto;"/> Name of Officer </div> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> 4 <u> Dan Walsh </u> Signature of vendor doing business with the governmental entity </div> <div style="width: 35%; text-align: right;"> <u> 1-20-17 </u> Date </div> </div> </div>		

Adopted 8/7/2015

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)?

☐

Yes

☒

No

2. Please provide the certifying agency name:

Certifying Agency: _____

3. I have included a copy of my certification as an attachment to my proposal:

☐

Yes

☒

No

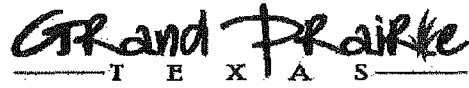
By my signature I affirm the information provided on this form is accurate to the best of my knowledge.

Dan Welsh
Authorized Signature

DAN Welsh
Print/Type Name

Project Manager
Title

1-20-17
Date



**ADDENDUM #1
RFB # 17041
MICRO-SURFACING & SLURRY SEAL TREATMENT SERVICES**

January 26, 2017

- 1. Traffic Control – Vendor will need to submit an application for a traffic control plan permit through the City's Transportation Services Department to receive a permit. The permit is no charge.**
- 2. Please see attached Q&A**
- 3. Please see attached Prebid Sign In Sheet**

Angi Mize
Sr. Buyer
(972) 237-8262

Dan Walsh

Q&A
RFB# 17041
MICRO-SURFACING & SLURRY SEAL TREATMENT SERVICES

1. What streets do you plan to treat?

The Collector roadways and above will be done this year.

2. How much of the \$500k budget do you plan to spend this year?

We will spend most of it. New budget starts October 1st

3. You state to be applied March 1st – December 1st, when will the notice to proceed be posted?

The award should be made on February 21st, once the contract is executed and the weather is warm enough the notice to proceed will be sent.

4. Is the schedule flexible?

Yes. We would like the list of streets we have for this year to be completed by the end of August.

5. Does the city have a stockyard location available for use by the vendor?

We do not have a stockyard available.

6. Will you allow us to work at night?

For the most part work hours will be 7 a.m. to 5 p.m. due to the closeness of residential areas.

7. Do you have a contact for the Traffic Control Plan?

Bill Dorminy, bdorminy@gptx.org, 972-237-8322

CITY OF GRAND PRAIRIE, TEXAS
MICRO-SURFACING & SLURRY SEAL ~ RFB 17041
Pre Bid ~ Jan 24, 2017, 10:00 AM

	Company Name (Print Legibly)	Contact Name	Phone	E-Mail
1	Viking Construction	DAN Welsh	512-930-5777	DAN@veiss.cc
2	INTERMOUNTAIN SLURRY SEAL	JOSH BOWEN	469-271-2044	JOSH.BOWEN@GMCINC
3	Intermountain Slurry Seal	Nathan Niemann	469-416-0242	nate.niemann@gcinc
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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-170329

Date Filed:
02/22/2017

Date Acknowledged:

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

Viking Construction, Inc.
Georgetown, TX United States

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

City Of Grand Prairie

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

RFB# 17041
Microsurfacing and slurry seal streets

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dunn, Barry	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

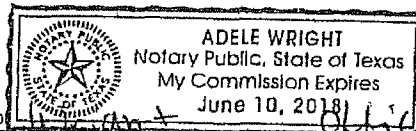
6 AFFIDAVIT

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

B. H. Dunn PRES
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Barry H. Dunn, this the 22nd day of Feb., 20 17, to certify which, witness my hand and seal of office.



Adele Wright
Signature of officer administering oath

Adele Wright
Printed name of officer administering oath

Office Manager
Title of officer administering oath

Client#: 148025

VIKINCON

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/01/2017

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

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

PRODUCER USI Southwest Austin 7600-B N. Capital of TX Hwy #200 Austin, TX 78731 512 451-7555	CONTACT NAME: Stefanie Wornell	
	PHONE (A/C, No, Ext): 512 451-7555	FAX (A/C, No): 512 467-0113
INSURED Viking Construction, Inc. 2592 Shell Road Georgetown, TX 78628	E-MAIL ADDRESS: stefanie.wornell@usi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Compa	NAIC #: 16535
	INSURER B: Travelers Property Cas. Co. of	25674
	INSURER C: American Zurich Insurance Compa	40142
	INSURER D:	
INSURER E:		
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL0437877407	03/01/2017	03/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP437877307	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		ZUP11S4912217NF	03/01/2017	03/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC437877507	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

The General Liability and Auto policies include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured. The General Liability, Auto and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same when required by written contract. Coverage is Primary and Non-Contributory, when (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Prairie
326 W. Main Street
Grand Prairie, TX 75050

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

J.W. Wagner

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DESCRIPTIONS (Continued from Page 1)

required by written contract. 30 days notice of cancellation applies, when required by written contract, with the exception of 10 days notice of cancellation due to nonpayment of premium, per policy form.