



Contract Coversheet

Dept: * Purchasing

Contract ID: 21259

For: Public Works

Bid Number: 21158

Contact Name: Angi Mize

Contact Phone: * 8262

Contact Email: * amize@gptx.org

Vendor Name: Nortex Concrete Lift & Stabilization, Inc.

Vendor Email: casey@nortexconcretelift.com

Project Name: Pavement Leveling Services (21158)

Summary: initial contract

Permanent Retention *

☐ Yes

☒ No

Contract Amount

\$ 827,187.50

Total Contract Amount over all terms

\$ 4,135,937.50

Account #

Work Order #

Dates

Implementation Date

11/1/2021

Termination Date

10/31/2022

Council Approval Date

10/12/2021

Contract Approvals

Department Manager:

Caryn Riggs

Date 10/22/2021

City Attorney Signature

PATRICK M. WILSON

Date 10/26/2021

City Manager Signature

WILLIAM A. HILLS

Date 10/26/2021

City Secretary Signature

Gloria Colvin

Date 10/28/2021

**CITY OF GRAND PRAIRIE
SERVICES PRICE AGREEMENT**

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

I. PURPOSE

VENDOR shall provide pavement leveling services per bid award resulting from VENDOR’s response to RFB #21158, submitted by Casey Derosa, on September 16, 2021.

II. DESCRIPTION OF SERVICES

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

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

III. PERFORMANCE OF WORK

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

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$827,187.50 without additional approval. VENDOR'S invoices must be delivered to the attention of the department placing the order. The city will pay invoices as work is completed and within 30 days after receipt of an invoice or certification by the City that the work is performed in a good and workmanlike manner, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of November 1, 2021. No new orders shall be accepted, against this Contract term, after midnight on October 31, 2022. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

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

VII. CONFLICT OF INTEREST

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

VIII. CHANGE IN WORK

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

IX. CONFIDENTIAL WORK

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

X. OWNERSHIP OF DOCUMENTS

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

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

XI. NONDISCRIMINATION

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

XII. INDEPENDENT VENDOR

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

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

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

XIV. INSURANCE

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

XV. NO VERBAL AGREEMENT

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

XVI. TERMINATION

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

XVII. VENUE

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

XVIII. APPLICABLE LAWS

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

XIX. ADDITIONAL VERIFICATIONS

VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 22774.001, and it will not boycott energy companies during the term of the contract.

XX. CONTRACT INTERPRETATION

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

XXI. NOTICES

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

CITY:

City of Grand Prairie
ATTN: Angi Mize, Purchasing Manager | Purchasing Division
300 Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8266 | Email purchasingfax@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: Leland Miller, Manager, Streets Division
1821 S SH161, Grand Prairie, TX 75052
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8529 | Email lmiller@gptx.org

VENDOR:

Nortex Concrete Lift & Stabilization, Inc.
ATTN: Casey DeRosa
201 NW 26th St., Fort Worth, TX, 76164
Phone 817-831-1240 | Email casey@nortexconcretelift.com

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

XXII. SEVERABILITY

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

XXIII. RIGHT OF REVIEW

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

XXIV. WAIVER OF ATTORNEYS FEES

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

XXV. NON-COLLUSION

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

EXECUTED this the 21 day of October, 2021.

CITY OF GRAND PRAIRIE, TEXAS

By: William C. Hill

Deputy City Manager

ATTEST:

Gloria Colvin
for Mona Lisa Galicia, City Secretary

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

By: Casey DeHosa

Printed

Name: Casey DeHosa

Title: GM

Gloria Colvin

APPROVED AS TO FORM:

Megan Mahan, City Attorney



CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB # 21158 – PAVEMENT LEVELING SERVICE

DUE DATE: PRIOR TO 2PM September 20, 2021

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

CLEARLY MARK BID AS “RFB # 21158”

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

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CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received via www.PublicPurchase.com until **September 20, 2021**, at 2:00 PM, and publicly opened and read via teleconference for the purchase of the following:

RFB # 21158 – PAVEMENT LEVELING SERVICE

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

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

Publish: September 5th & September 12th, 2021

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement leveling services by the City of Grand Prairie Streets Division.

2. SERVICE REQUIREMENTS

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

2.8.1 The material shall be a hydrophobic, closed cell, high density polyurethane system with the following physical characteristics and properties:

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

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

2.8.6 A picture shall be taken of the flow meter prior to starting a project and another picture of the meter shall be taken after completion on each project to verify quantities. Flow meter shall be cleared to zero before starting work at each project. Project inspector shall verify the quantities for each project. Pictures of each location will be submitted daily.

2.8.7 The polyurethane material shall be measured in pounds.

3. CONCRETE JOINT GRINDING WITH WALK-BEHIND SCARIFIER/GRINDER

3.1 Use of walk-behind scarifier concrete grinder to eliminate mismatched or offset joints on arterial or residential concrete roadways at specified locations. Process to be used in conjunction with residential and arterial undersealing. Joints mismatched $\frac{3}{4}$ " or below may be ground for ride quality improvement. Anything greater than $\frac{3}{4}$ " should seek alternate method of repair. Offset maximum allowance after grinding has been performed will be $\frac{1}{8}$ ".

3.2 Use of vacuum is required for all concrete grinding performed on roadways. Vacuum must meet all OSHA Standards and requirement for silica dust control as described exposure.

3.3 Approval of work to be performed at each specified location must be given by owner before work can begin. Work not approved will not be paid. Crew that is on location for Residential and Arterial Concrete Pavement Undersealing will perform specified concrete grinding services while onsite.

3.4 Pavement ride quality will be verified by placing a 4' straight edge at selected concrete pavement joints to determine if an elevation variance greater than $\frac{1}{8}$ " still exists. Testing locations will be selected by the city. Any variance greater than $\frac{1}{8}$ " will be grinded again until it meets the $\frac{1}{8}$ " variance requirement.

3.5 The work performed, and equipment furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid for items "Concrete Joint Grinding with walk-behind Scarifier Grinder".

4. SOIL DENSIFICATION WITH HIGH DENSITY POLYURETHANE FOAM (HDPF)

4.1 Soil densification to stabilize, strengthen and lift (when needed) base and sub-base soils under concrete bridge approach slabs, concrete pavements and/or asphalt pavements by furnishing and injecting High Density Polyurethane foam (HDPF) into the foundation soils beneath the pavement through holes or injection tubes at locations shown on the plans or as directed, while monitoring for movement at the surface.

4.2 Provide a portable Dynamic Cone Penetrometer (DCP) for on-site soils investigation to assist in location and depth of weak foundation soils and determination of correct injection pattern and injection elevations through tubes to densify weak soils. The DCP must be capable of taking readings to a depth of 20 ft. Extension rods are required to perform this investigation. Provide a minimum of five (5) Dynamic Cone Penetrometer (DCP) Test Reports previously completed in association from projects. Provide documentation from a third-party testing lab that the HDPF has passed the Hydro-insensitivity of High-Density Polyurethane Grout Panel Test. Provide certified calibration documents for the flow meters to be used on the project. Certification date should be within 1 year from the start date of the project.

- 4.3 All prequalification documents are to be submitted with the bid/proposal. Any item not provided will cause bidder to be ineligible/non-responsive.
- 4.4 Furnish a two-part 1:1 by volume closed cell hydrophobic High Density Polyurethane Foam (HDPF). The material must reach 90% compressive strength within 30 minutes of injection.
- 4.5 Provide machinery, tools, and equipment necessary for proper execution of the work.
- 4.6 If settlement greater than ¼" occurs during the standard two (2) year period from injection date the contractor will be required to reinject material to densify the soil and restore the pavement to grade at no cost to the Department.
- 4.7 This item will be measured by the pound of HDPF injected and accepted. Measure the two chemical components shown on the certified flow meter displays to calculate the total weight of the material for each location. Flow meters shall be reset to 0 (zero) before injecting at a new location.
- 4.8 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 "Soil Densification with High Density Polyurethane Foam (HDPF)".

5. TRAFFIC CONTROL

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

6. CONTRACTOR RESPONSIBILITIES

- 6.1** Bidder must be engaged in the business of providing pavement leveling services for a minimum of five years within the last seven years.
- 6.2** 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.
- 6.3** 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.

7. SAFETY REQUIREMENTS

- 7.1** The Contractor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Contractor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.
- 7.2** Vendor will provide all required safety signage, barricades, and flashers/strobes.
- 7.3** All employees shall follow all applicable safety procedures, have appropriate fuel safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.
- 7.4** All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.
- 7.5** 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.
- 7.6** Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.
- 7.7** 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 and operating equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

8. WARRANTY

If settlement greater than ¼” occurs during the standard two-year period from injection date the contractor will be required to reinject material to densify the soil and restore the pavement to grade at no cost to the City. After two years DCP testing will be performed to evaluate base soil conditions at no cost to the City. If no underlying conditions are found, then location will be reworked one (1) additional time at no cost to the City. If underlying conditions are found, then soil densification will be performed at contract price and additional two-year warranty will take effect at the date of injection.

9. PAYMENT AND INVOICING

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

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

- Purchase Order number
- Invoice number
- Total Hours Charged
- Contract rates
- Total amount due

10. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Monday, September 6, 2021
Deadline for Questions	Wednesday, September 15, 2021
Responses to Questions	Thursday, September 16, 2021
Deadline for Receipt of Bids	Monday, September 20, 2021
Council Date	Tuesday, October 5, 2021

11. CONTACT

Information, questions, or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262 by 4:30 p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie’s response to questions and requests for clarification will be posted to Public Purchase (www.publicpurchase.com).

12. 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 all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter any contract deemed to be in the best interest of the city.

13. EVALUATION CRITERIA

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

CRITERIA	POINTS
1. Price	50
2. Reputation	20
3. Experience	20
4. Past Relationship with the City and/or other Municipalities	10
TOTAL POSSIBLE POINTS	100

14. SUBMITTAL RESPONSE GUIDELINES

Offeror response to this Request for Bid shall include:

- 14.1** Completed and signed submittal check list.
- 14.2** Bid Pricing Form filled in with unit prices, extended prices, and total.
- 14.3** Questionnaire and References pages 16 - 18 answered. References provided should be for similar work/projects with up-to-date contact information (phone and email).
- 14.4** Submittal Affirmation form reviewed and signed.
- 14.5** Completed Historically Underutilized Business Questionnaire and House Bill 89 Verification Form.

15. 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.

16. BONDS

16.1 PERFORMANCE AND PAYMENT BONDS

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

16.2 MAINTENANCE BOND

The successful bidder shall furnish a Maintenance Bond in the amount of fifty (50%) percent of the total bid price. This bond secures maintenance of the improvements by the City. It shall be executed by the CONTRACTOR as Principal and by a corporate surety such as an insurance company or bonding company. No individual surety will be accepted. A Power of Attorney for the Attorney-in Fact, who signs for

the surety must be attached. All bonds shall be by a company acceptable to the City. The companies shall be adequately capitalized and is an insurance company admitted in Texas. If not an insurance company, it shall have sufficient assets bonded in Texas, as shown by affidavit, to satisfy any judgments which may be taken.

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

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

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

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

TYPE AMOUNT

Insurance Type	Limit
Commercial General Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Worker's Compensation / Employer's Liability	Statutory \$1,000,000

HB 1295 FORM: At time of contract execution vendor must provide a signed HB 1295 Form received directly from the State of Texas.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

40. **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.
41. **STORMWATER REQUIREMENTS:** The Contractor shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution in accordance with the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).
42. **LOCAL PREFERENCE:** Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible bidder, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. *Application for Local Bidder Preference must be submitted with bid to be considered by the City of Grand Prairie.* If your principal place of business is within the Grand Prairie city limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, included with your Application for Local Bidder Preference.

SUBMITTAL FORMS

SUBMITTAL CHECK LIST – Company Name Nortex Concrete Lift & Stabilization, Inc.

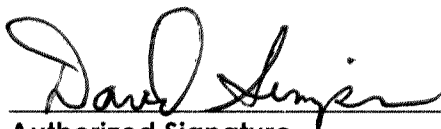
Interested parties MUST submit the following items for consideration by either of the following delivery methods:

- Online through www.PublicPurchase.com
contact vendorsupport@publicpurchase.com for assistance in responding via the website.
- One (1) hard copy, and one (1) electronic copy (flash drive or CD)
delivered to the Purchasing Division:
City Hall
300 W. Main Street
Grand Prairie, TX 75050

The submission should be in the order stated below.

Item		Check List
1	Proposal Submittal Check List	<input checked="" type="checkbox"/>
2	Bid Pricing	<input checked="" type="checkbox"/>
3	Questionnaire and References	<input checked="" type="checkbox"/>
4	Submittal Affirmation Form	<input checked="" type="checkbox"/>
5	Historically Underutilized Business Questionnaire and House Bill 89 Verification Form	<input checked="" type="checkbox"/>

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


Authorized Signature

David Simpson
Print/Type Name


CFO
Title

9/16/21
Date

BID PRICING

	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Pavement Leveling Services	170000	LB	\$3.55	\$603,500.00
2	Joint Grinding 0-12 LF	50	LF	\$3.75	\$187.50
3	Joint Grinding 13-120 LF	1000	LF	\$3.50	\$3,500.00
4	Joint Grinding 121-600 LF	3000	LF	\$3.25	\$9,750.00
5	Joint Grinding 601-3000 LF	4000	LF	\$3.00	\$12,000.00
6	Joint Grinding 3001+ LF	5000	LF	\$3.00	\$15,000.00
7	Soil Densification 4ft - 8ft	15000	LB	\$4.55	\$68,250.00
8	Soil Densification 8ft - 15ft	15000	LB	\$4.60	\$69,000.00
9	Soil Densification 15ft +	10000	LB	\$4.60	\$46,000.00
	TOTAL				\$827,187.50

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


Authorized Signature

David Simpson
Print/Type Name

CFO

Title

9/16/21

Date

QUESTIONNAIRE

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

GENERAL CONTACT INFORMATION					
Primary Contact:	Casey DeRosa			Title:	GM
Vendor Name:	Nortex Concrete Lift & Stabilization, Inc.				
Vendor Address:	201 NW 26th St.				
City:	Fort Worth	State:	TX	Zip:	76164
Phone:	817-831-1240		Fax:	817-831-1245	
Email:	casey@nortexconcretelift.com			Tax ID:	20-0291992

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

REFERENCE #1			
Reference Name:	Chris Best	Title:	PW Construction Superintendent
Reference Organization:	City of Plano, TX		
Project Title:	Project #6986 - Residential and Arterial Concrete Pavement Undersealing		
Email:	Chrisbe@plano.gov	Phone:	(972) 769-4128

REFERENCE #2			
Reference Name:	Leland Miller	Title:	Streets Superintendent
Reference Organization:	City of Grand Prairie, TX		
Project Title:	Project # 16-137 Pavement Leveling Services		
Email:	Lrmiller@gptx.org	Phone:	(972) 237-8529

REFERENCE #3			
Reference Name:	Andrew Ferrier	Title:	Project Manager
Reference Organization:	North Texas Tollway Authority		
Project Title:	2020 Systemwide Pavement Profiling with Soil Densification		
Email:	Aferrier@ntta.org	Phone:	(214) 224-2491

EXPERIENCE					
How many years has your company been involved in providing these types of commodities or services?					
Years:	17	Months:	0		
Do you have a corporate office, branch office or warehouse located in the Grand Prairie city limits? (5 points)	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Address if different from above:					
Please list all government entities your firm has worked with in the past three (3) years:					
See completed projects list					

BILLING					
What is the timeframe an invoice should be expected after services/commodities are delivered?					
Days	10	Weeks	0	Months	0
Briefly explain how your business maintains and executes a service schedule for various locations:					
Locations for repair are provided by agency. Locations are reviewed and a tentative schedule is sent to agency. Depending on individual agency preferences priority list may be provided and crew/s is sent out to start performing repairs as early as next day.					

LEGAL INFORMATION				
Has your firm failed to complete a contract?	Yes		No	X
<i>If yes, please identify the project and date:</i>				
Do you have any litigation issues pending in the last three (3) years?	Yes		No	X
<i>If yes, please explain:</i>				
Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?	Yes		No	X
<i>If yes, please explain:</i>				

SUBMITTAL AFFIRMATION FORM

FORM AND ADDENDA ACKNOWLEDGEMENT

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

X All items identified in Submittal Checklist have been submitted

Addendum No. #1 ✓

INTERLOCAL PURCHASING

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

Yes



No



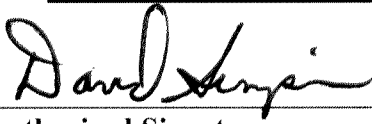
OTHER CONDITIONS

The undersigned agrees to the following:

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

SUBMITTAL CERTIFICATION

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



Authorized Signature

CFO

Title

David Simpson

Print/Type Name

9/16/21

Date

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

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

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

X No

____ Yes; and certifying agency: _____

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.01, Texas Government Code:

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

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



Authorized Signature

David Simpson

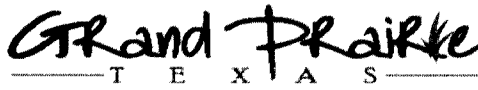
Print/Type Name

CFO

Title

9/16/21

Date



ADDENDUM #1
RFB # 21158
Pavement Leveling Services

September 17, 2021

1. Seeing as how that it is critical to have a water-resistant polymer, which can be utilized in dry or very wet soil conditions, is the city requiring that the winning contractor use a polymer that is at least 90% hydro-insensitive? If so, will you require that the material is tested and certified by an independent third-party testing laboratory?

: The product needs to be hydrophobic, and testing may be conducted if deemed necessary.

Per the specification:

4.4 Furnish a two-part 1:1 by volume closed cell hydrophobic High Density Polyurethane Foam (HDPF). The material must reach 90% compressive strength within 30 minutes of injection.

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.

2. Does the City of Grand Prairie plan to conduct water absorption testing on the winning contractor's polyurethane? Polyurethane that takes in water will deteriorate and rot, ultimately causing the polyurethane to fail. It can also produce a strong, unpleasant odor that will emanate from the treated area. Compressive testing should be conducted on material samples, per ASTM D1621, and those results recorded. Then conduct water absorption testing on a separate set of samples, per ASTM D2842, and record those results. After the results of ASTM D2842 are completed and recorded, conduct compressive testing per ASTM D1621 on the same samples that underwent ASTM D2842 water absorption testing and record the compressive strength results. A minimum of 90% compressive strength should be required after ASTM 2842 is conducted when compared to the samples that did not undergo ASTM 2842.

We only do product testing as we deem necessary.

3. Since there is not a specific standard, or testing required, in order to determine water absorption, you will allow contractors to supply any kind of polyurethane, as long as it is two-part 1:1 by volume closed cell hydrophobic high density polyurethane foam?

The product must be equal to or better than the specification in paragraph 2.8 of the bid packet.

4. In section 5 regarding traffic control, it states in 5.2.2-Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. There is no line item for traffic control, so will contractors be able to bill the city separately for traffic control on thoroughfares?

No, traffic control will be included into their pay item pricing.

5. Do we need to have a bid bond included with the bid packet?

A bid bond is NOT required. This is for services as needed.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
NORTEX CONCRETE LIFT & STABILIZATION, INCORPORATED.

AT THE MEETING OF DIRECTORS OF NORTEX CONCRETE LIFT & STABILIZATION, INC., INCORPORATED, DULY NOTICED AND HELD ON JANUARY 04, 2021. A QUORUM BEING THERE PRESENT, ONE MOTION DULY MADE AND SECONDED. IT WAS

RESOLVED: THAT DAVID SIMPSON, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH ALL CITIES AND STATES OF ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFORE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING
TO BE A TRUE AND CORRECT COPY OF AND
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCENDED.



Mark A. Franklin, President



DATE

NORTEX CONCRETE LIFT AND STABILIZATION

201 NW 26th St. Fort Worth, TX 76164

Dynamic Cone Penetrometer Log Sheet

LOCATION INFORMATION

County	Denton County	Pavement Material	Concrete
State	Texas	Pavement Thickness	10"
Roadway	SB SRT at Lake Vista Dr	Data Recorder	Jacob McDonald
Start Time	10:45PM	Date	3/10/2020
Finish Time	11:10PM		
Penetrometer test #	Test Site #1 - SB SRT #78		

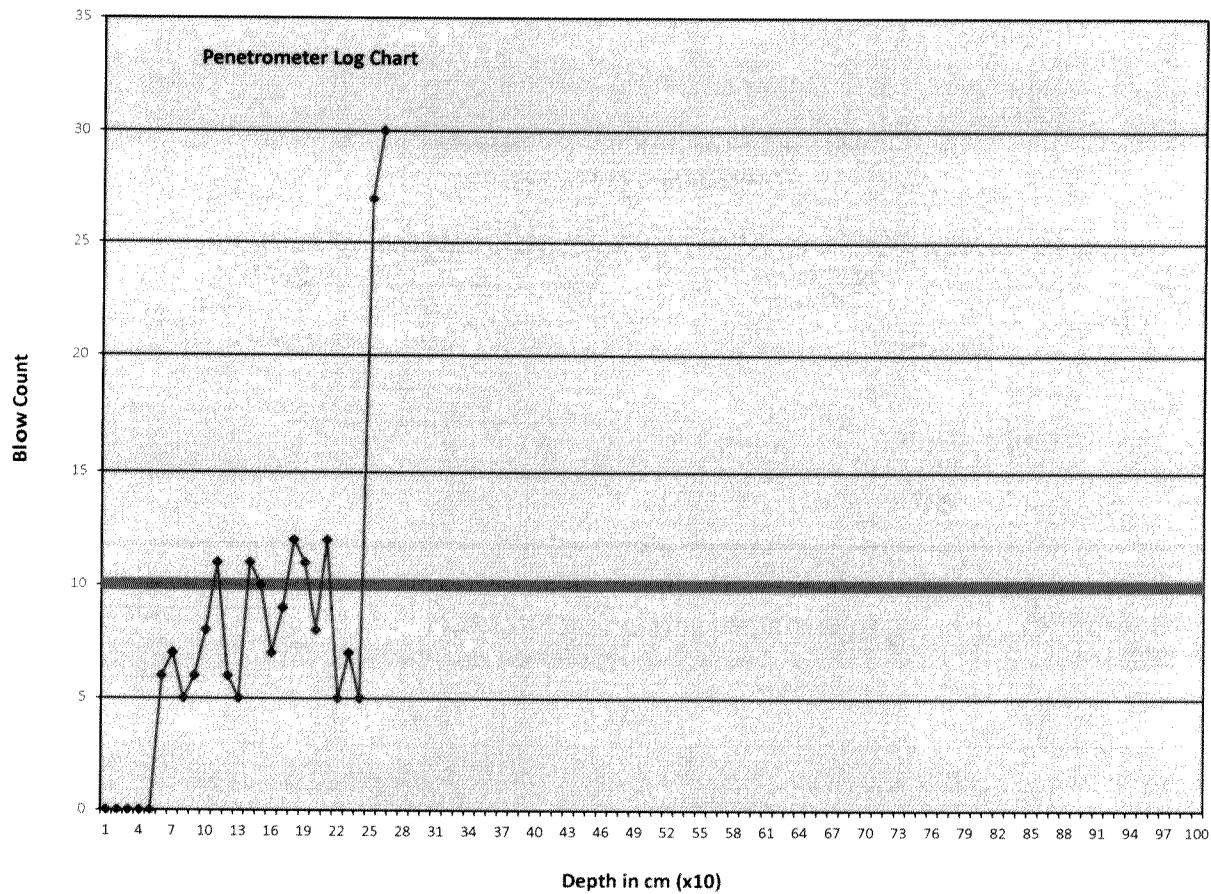
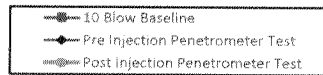
in	ft	cm	Pre	Blow	Post	in	ft	cm	Pre	Blow	Post
depth	depth	depth	Blows	Baseline	Blows	depth	depth	depth	Blows	Baseline	Blows
3.94	0.33	10	Core	10		200.79	16.73	510		10	
7.87	0.66	20	Core	10		204.72	17.06	520		10	
11.81	0.98	30	Core	10		208.66	17.38	530		10	
15.75	1.31	40	Core	10		212.60	17.71	540		10	
19.69	1.64	50	Core	10		216.54	18.04	550		10	
23.62	1.97	60	6	10		220.47	18.37	560		10	
27.56	2.30	70	7	10		224.41	18.70	570		10	
31.50	2.62	80	5	10		228.35	19.02	580		10	
35.43	2.95	90	6	10		232.28	19.35	590		10	
39.37	3.28	100	8	10		236.22	19.68	600		10	
43.31	3.61	110	11	10		240.16	20.01	610		10	
47.24	3.94	120	6	10		244.09	20.34	620		10	
51.18	4.26	130	5	10		248.03	20.66	630		10	
55.12	4.59	140	11	10		251.97	20.99	640		10	
59.06	4.92	150	10	10		255.91	21.32	650		10	
62.99	5.25	160	7	10		259.84	21.65	660		10	
66.93	5.58	170	9	10		263.78	21.98	670		10	
70.87	5.90	180	12	10		267.72	22.30	680		10	
74.80	6.23	190	11	10		271.65	22.63	690		10	
78.74	6.56	200	8	10		275.59	22.96	700		10	
82.68	6.89	210	12	10		279.53	23.29	710		10	
86.61	7.22	220	5	10		283.46	23.62	720		10	
90.55	7.54	230	7	10		287.40	23.94	730		10	
94.49	7.87	240	5	10		291.34	24.27	740		10	
98.43	8.20	250	27	10		295.28	24.60	750		10	
102.36	8.53	260	30	10		299.21	24.93	760		10	
106.30	8.86	270		10		303.15	25.26	770		10	
110.24	9.18	280		10		307.09	25.58	780		10	
114.17	9.51	290		10		311.02	28.91	790		10	
118.11	9.84	300		10		314.96	26.24	800		10	
122.05	10.17	310		10		318.90	26.57	810		10	
125.98	10.50	320		10		322.83	26.90	820		10	
129.92	10.82	330		10		326.77	27.22	830		10	
133.86	11.15	340		10		330.71	27.55	840		10	
137.80	11.48	350		10		334.65	27.88	850		10	
141.73	11.81	360		10		338.58	28.21	860		10	
145.67	12.14	370		10		342.52	28.54	870		10	
149.61	12.46	380		10		346.46	28.86	880		10	
153.54	12.79	390		10		350.39	29.19	890		10	
157.48	13.12	400		10		354.33	29.52	900		10	
161.42	13.45	410		10		358.27	29.85	910		10	
165.35	13.78	420		10		362.20	30.18	920		10	
169.29	14.10	430		10		366.14	30.50	930		10	
173.23	14.43	440		10		370.08	30.83	940		10	
177.17	14.76	450		10		374.02	31.16	950		10	
181.10	15.09	460		10		377.95	31.49	960		10	
185.04	15.42	470		10		381.89	31.82	970		10	
188.98	15.74	480		10		385.83	32.14	980		10	
192.91	16.07	490		10		389.76	32.47	990		10	
196.85	16.40	500		10		393.70	32.80	1000		10	

Dynamic Cone Penetrometer Log Sheet

LOCATION INFORMATION

County Denton County
State Texas
Roadway SB SRT at Lake Vista Dr
Start Time 10:45PM
Finish Time 11:10PM
Penetrometer test # Test Site #1 - SB SRT #78

Pavement Material Concrete
Pavement Thickness 10"
Data Recorder Jacob McDonald
Date 3/10/2020



NORTEX CONCRETE LIFT AND STABILIZATION

201 NW 26th St. Fort Worth, TX 76164

Dynamic Cone Penetrometer Log Sheet

LOCATION INFORMATION

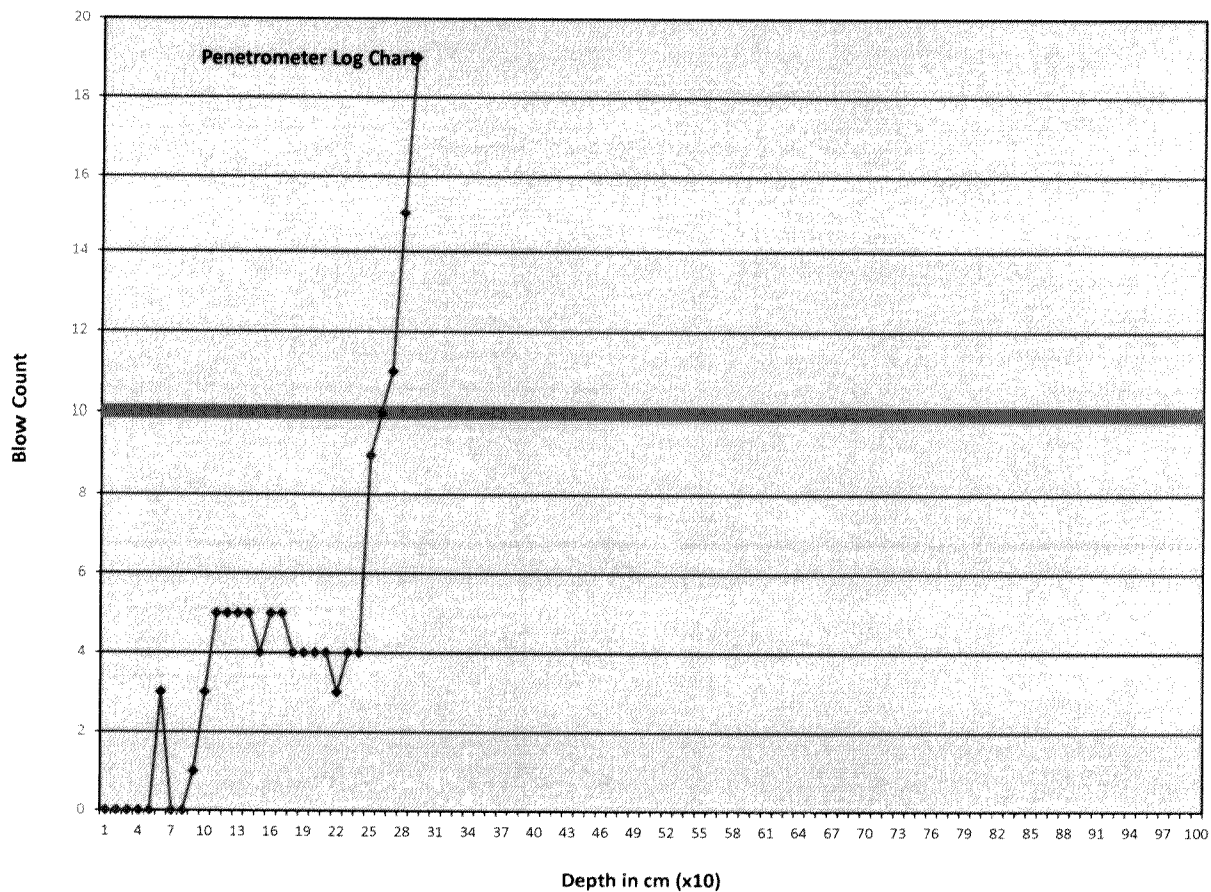
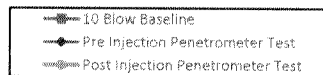
County	Denton County	Pavement Material	Concrete
State	Texas	Pavement Thickness	10"
Roadway	NB PGBT S of Gateway Dr; series of 2	Data Recorder	Jacob McDonald
Start Time	9:45pm	Date	7/9/2020
Finish Time	10:00pm		
Penetrometer test #	Test Site #1 - NB PGBT #18		

in	ft	cm	Pre	Blow	Post	in	ft	cm	Pre	Blow	Post
depth	depth	depth	Blows	Baseline	Blows	depth	depth	depth	Blows	Baseline	Blows
3.94	0.33	10	Core	10		200.79	16.73	510		10	
7.87	0.66	20	Core	10		204.72	17.06	520		10	
11.81	0.98	30	Core	10		208.66	17.38	530		10	
15.75	1.31	40	Core	10		212.60	17.71	540		10	
19.69	1.64	50	Core	10		216.54	18.04	550		10	
23.62	1.97	60	3	10		220.47	18.37	560		10	
27.56	2.30	70	0	10		224.41	18.70	570		10	
31.50	2.62	80	0	10		228.35	19.02	580		10	
35.43	2.95	90	1	10		232.28	19.35	590		10	
39.37	3.28	100	3	10		236.22	19.68	600		10	
43.31	3.61	110	5	10		240.16	20.01	610		10	
47.24	3.94	120	5	10		244.09	20.34	620		10	
51.18	4.26	130	5	10		248.03	20.66	630		10	
55.12	4.59	140	5	10		251.97	20.99	640		10	
59.06	4.92	150	4	10		255.91	21.32	650		10	
62.99	5.25	160	5	10		259.84	21.65	660		10	
66.93	5.58	170	5	10		263.78	21.98	670		10	
70.87	5.90	180	4	10		267.72	22.30	680		10	
74.80	6.23	190	4	10		271.65	22.63	690		10	
78.74	6.56	200	4	10		275.59	22.96	700		10	
82.68	6.89	210	4	10		279.53	23.29	710		10	
86.61	7.22	220	3	10		283.46	23.62	720		10	
90.55	7.54	230	4	10		287.40	23.94	730		10	
94.49	7.87	240	4	10		291.34	24.27	740		10	
98.43	8.20	250	9	10		295.28	24.60	750		10	
102.36	8.53	260	10	10		299.21	24.93	760		10	
106.30	8.86	270	11	10		303.15	25.26	770		10	
110.24	9.18	280	15	10		307.09	25.58	780		10	
114.17	9.51	290	19	10		311.02	28.91	790		10	
118.11	9.84	300		10		314.96	26.24	800		10	
122.05	10.17	310		10		318.90	26.57	810		10	
125.98	10.50	320		10		322.83	26.90	820		10	
129.92	10.82	330		10		326.77	27.22	830		10	
133.86	11.15	340		10		330.71	27.55	840		10	
137.80	11.48	350		10		334.65	27.88	850		10	
141.73	11.81	360		10		338.58	28.21	860		10	
145.67	12.14	370		10		342.52	28.54	870		10	
149.61	12.46	380		10		346.46	28.86	880		10	
153.54	12.79	390		10		350.39	29.19	890		10	
157.48	13.12	400		10		354.33	29.52	900		10	
161.42	13.45	410		10		358.27	29.85	910		10	
165.35	13.78	420		10		362.20	30.18	920		10	
169.29	14.10	430		10		366.14	30.50	930		10	
173.23	14.43	440		10		370.08	30.83	940		10	
177.17	14.76	450		10		374.02	31.16	950		10	
181.10	15.09	460		10		377.95	31.49	960		10	
185.04	15.42	470		10		381.89	31.82	970		10	
188.98	15.74	480		10		385.83	32.14	980		10	
192.91	16.07	490		10		389.76	32.47	990		10	
196.85	16.40	500		10		393.70	32.80	1000		10	

Dynamic Cone Penetrometer Log Sheet
LOCATION INFORMATION

County Denton County
 State Texas
 Roadway NB PGBT S of Gateway Dr; series of 2
 Start Time 9:45pm
 Finish Time 10:00pm
 Penetrometer test # Test Site #1 - NB PGBT #18

Pavement Material Concrete
 Pavement Thickness 10"
 Data Recorder Jacob McDonald
 Date 7/9/2020



NORTEX CONCRETE LIFT AND STABILIZATION

201 NW 26th St. Fort Worth, TX 76164

Dynamic Cone Penetrometer Log Sheet

LOCATION INFORMATION

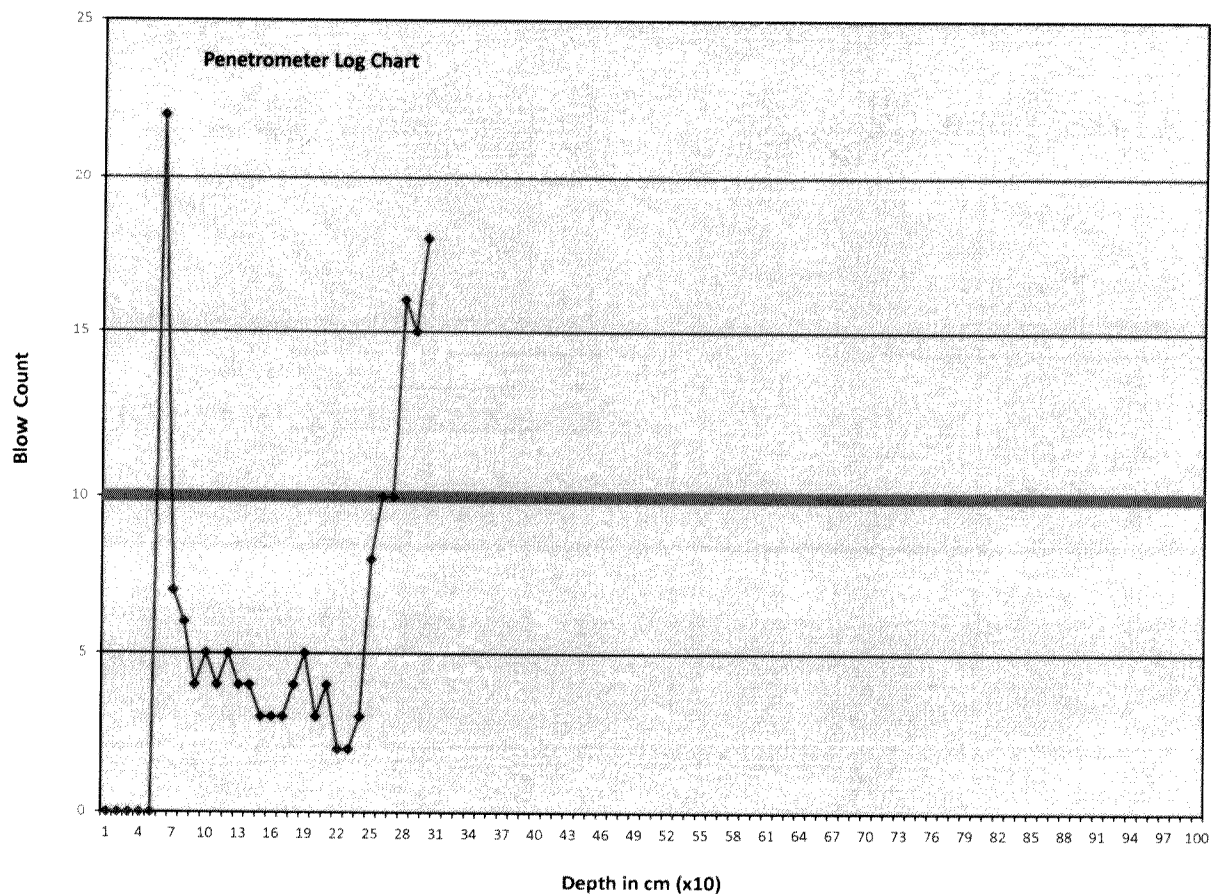
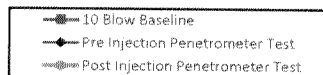
County	Dallas County	Pavement Material	Concrete
State	Texas	Pavement Thickness	10"
Roadway	NB PGBT at N of Miller Rd - Heave	Data Recorder	Jacob McDonald
Start Time	11:15pm	Date	8/26/2020
Finish Time	11:30pm		
Penetrometer test #	Test Site #1 - NB PGBT #24 station 1507		

in	ft	cm	Pre	Blow	Post	in	ft	cm	Pre	Blow	Post
depth	depth	depth	Blows	Baseline	Blows	depth	depth	depth	Blows	Baseline	Blows
3.94	0.33	10	Core	10		200.79	16.73	510		10	
7.87	0.66	20	Core	10		204.72	17.06	520		10	
11.81	0.98	30	Core	10		208.66	17.38	530		10	
15.75	1.31	40	Core	10		212.60	17.71	540		10	
19.69	1.64	50	Core	10		216.54	18.04	550		10	
23.62	1.97	60	22	10		220.47	18.37	560		10	
27.56	2.30	70	7	10		224.41	18.70	570		10	
31.50	2.62	80	6	10		228.35	19.02	580		10	
35.43	2.95	90	4	10		232.28	19.35	590		10	
39.37	3.28	100	5	10		236.22	19.68	600		10	
43.31	3.61	110	4	10		240.16	20.01	610		10	
47.24	3.94	120	5	10		244.09	20.34	620		10	
51.18	4.26	130	4	10		248.03	20.66	630		10	
55.12	4.59	140	4	10		251.97	20.99	640		10	
59.06	4.92	150	3	10		255.91	21.32	650		10	
62.99	5.25	160	3	10		259.84	21.65	660		10	
66.93	5.58	170	3	10		263.78	21.98	670		10	
70.87	5.90	180	4	10		267.72	22.30	680		10	
74.80	6.23	190	5	10		271.65	22.63	690		10	
78.74	6.56	200	3	10		275.59	22.96	700		10	
82.68	6.89	210	4	10		279.53	23.29	710		10	
86.61	7.22	220	2	10		283.46	23.62	720		10	
90.55	7.54	230	2	10		287.40	23.94	730		10	
94.49	7.87	240	3	10		291.34	24.27	740		10	
98.43	8.20	250	8	10		295.28	24.60	750		10	
102.36	8.53	260	10	10		299.21	24.93	760		10	
106.30	8.86	270	10	10		303.15	25.26	770		10	
110.24	9.18	280	16	10		307.09	25.58	780		10	
114.17	9.51	290	15	10		311.02	25.91	790		10	
118.11	9.84	300	18	10		314.96	26.24	800		10	
122.05	10.17	310		10		318.90	26.57	810		10	
125.98	10.50	320		10		322.83	26.90	820		10	
129.92	10.82	330		10		326.77	27.22	830		10	
133.86	11.15	340		10		330.71	27.55	840		10	
137.80	11.48	350		10		334.65	27.88	850		10	
141.73	11.81	360		10		338.58	28.21	860		10	
145.67	12.14	370		10		342.52	28.54	870		10	
149.61	12.46	380		10		346.46	28.86	880		10	
153.54	12.79	390		10		350.39	29.19	890		10	
157.48	13.12	400		10		354.33	29.52	900		10	
161.42	13.45	410		10		358.27	29.85	910		10	
165.35	13.78	420		10		362.20	30.18	920		10	
169.29	14.10	430		10		366.14	30.50	930		10	
173.23	14.43	440		10		370.08	30.83	940		10	
177.17	14.76	450		10		374.02	31.16	950		10	
181.10	15.09	460		10		377.95	31.49	960		10	
185.04	15.42	470		10		381.89	31.82	970		10	
188.98	15.74	480		10		385.83	32.14	980		10	
192.91	16.07	490		10		389.76	32.47	990		10	
196.85	16.40	500		10		393.70	32.80	1000		10	

Dynamic Cone Penetrometer Log Sheet
LOCATION INFORMATION

County Dallas County
 State Texas
 Roadway NB PGBT at N of Miller Rd - Heave
 Start Time 11:15pm
 Finish Time 11:30pm
 Penetrometer test # Test Site #1 - NB PGBT #24 station 150

Pavement Material Concrete
 Pavement Thickness 10"
 Data Recorder Jacob McDonald
 Date 8/26/2020



NORTEX CONCRETE LIFT AND STABILIZATION

201 NW 26th St. Fort Worth, TX 76164

Dynamic Cone Penetrometer Log Sheet

LOCATION INFORMATION

County	Dallas County	Pavement Material	Concrete
State	Texas	Pavement Thickness	10"
Roadway	NB DNT at Panther Creek Bridge - Dep	Data Recorder	Jacob McDonald
Start Time	11:05am	Date	10/22/2020
Finish Time	11:30am		
Penetrometer test #	Test Site #2 Sta. 1550 - SB DNT #11		

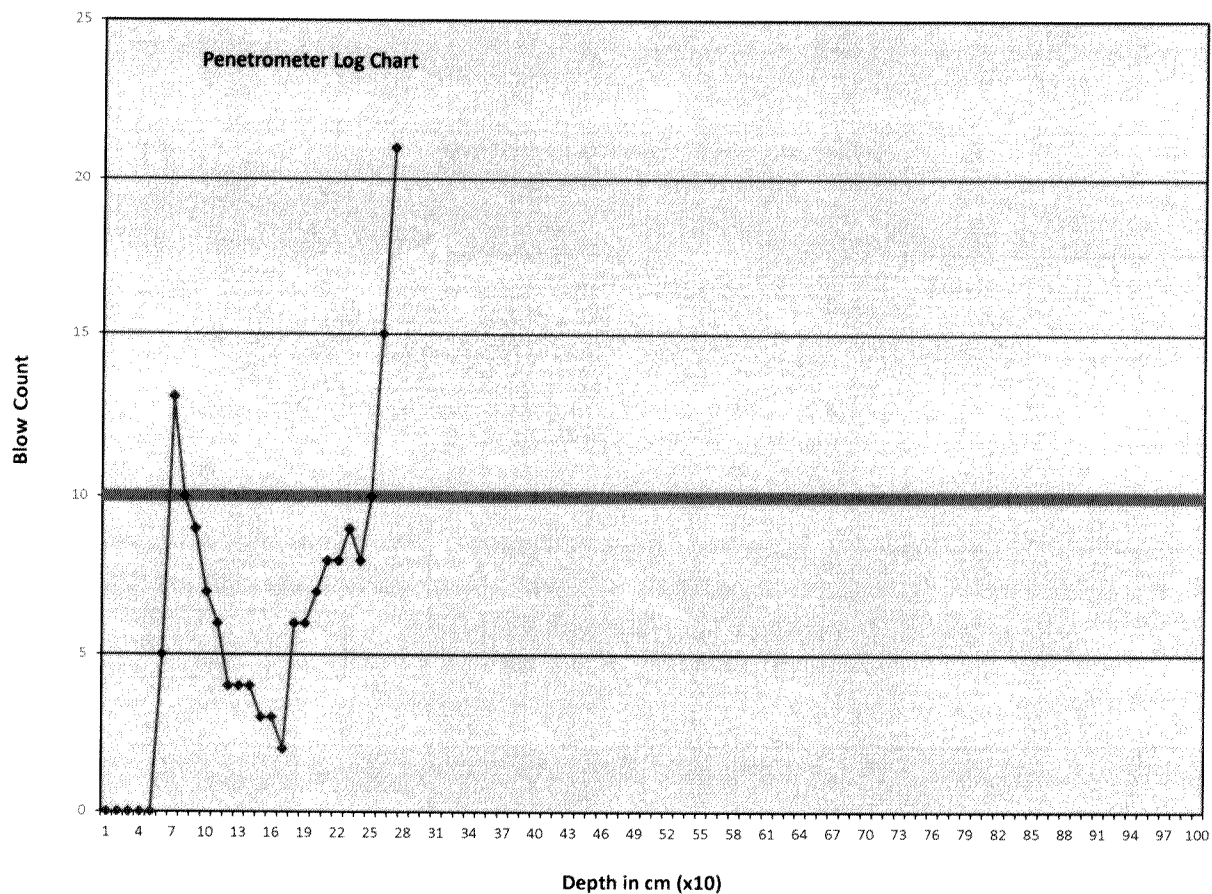
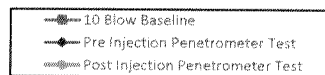
in	ft	cm	Pre	Blow	Post	in	ft	cm	Pre	Blow	Post
depth	depth	depth	Blows	Baseline	Blows	depth	depth	depth	Blows	Baseline	Blows
3.94	0.33	10	Core	10		200.79	16.73	510		10	
7.87	0.66	20	Core	10		204.72	17.06	520		10	
11.81	0.98	30	Core	10		208.66	17.38	530		10	
15.75	1.31	40	Core	10		212.60	17.71	540		10	
19.69	1.64	50	Core	10		216.54	18.04	550		10	
23.62	1.97	60	5	10		220.47	18.37	560		10	
27.56	2.30	70	13	10		224.41	18.70	570		10	
31.50	2.62	80	10	10		228.35	19.02	580		10	
35.43	2.95	90	9	10		232.28	19.35	590		10	
39.37	3.28	100	7	10		236.22	19.68	600		10	
43.31	3.61	110	6	10		240.16	20.01	610		10	
47.24	3.94	120	4	10		244.09	20.34	620		10	
51.18	4.26	130	4	10		248.03	20.66	630		10	
55.12	4.59	140	4	10		251.97	20.99	640		10	
59.06	4.92	150	3	10		255.91	21.32	650		10	
62.99	5.25	160	3	10		259.84	21.65	660		10	
66.93	5.58	170	2	10		263.78	21.98	670		10	
70.87	5.90	180	6	10		267.72	22.30	680		10	
74.80	6.23	190	6	10		271.65	22.63	690		10	
78.74	6.56	200	7	10		275.59	22.96	700		10	
82.68	6.89	210	8	10		279.53	23.29	710		10	
86.61	7.22	220	8	10		283.46	23.62	720		10	
90.55	7.54	230	9	10		287.40	23.94	730		10	
94.49	7.87	240	8	10		291.34	24.27	740		10	
98.43	8.20	250	10	10		295.28	24.60	750		10	
102.36	8.53	260	15	10		299.21	24.93	760		10	
106.30	8.86	270	21	10		303.15	25.26	770		10	
110.24	9.18	280		10		307.09	25.58	780		10	
114.17	9.51	290		10		311.02	28.91	790		10	
118.11	9.84	300		10		314.96	26.24	800		10	
122.05	10.17	310		10		318.90	26.57	810		10	
125.98	10.50	320		10		322.83	26.90	820		10	
129.92	10.82	330		10		326.77	27.22	830		10	
133.86	11.15	340		10		330.71	27.55	840		10	
137.80	11.48	350		10		334.65	27.88	850		10	
141.73	11.81	360		10		338.58	28.21	860		10	
145.67	12.14	370		10		342.52	28.54	870		10	
149.61	12.46	380		10		346.46	28.86	880		10	
153.54	12.79	390		10		350.39	29.19	890		10	
157.48	13.12	400		10		354.33	29.52	900		10	
161.42	13.45	410		10		358.27	29.85	910		10	
165.35	13.78	420		10		362.20	30.18	920		10	
169.29	14.10	430		10		366.14	30.50	930		10	
173.23	14.43	440		10		370.08	30.83	940		10	
177.17	14.76	450		10		374.02	31.16	950		10	
181.10	15.09	460		10		377.95	31.49	960		10	
185.04	15.42	470		10		381.89	31.82	970		10	
188.98	15.74	480		10		385.83	32.14	980		10	
192.91	16.07	490		10		389.76	32.47	990		10	
196.85	16.40	500		10		393.70	32.80	1000		10	

Dynamic Cone Penetrometer Log Sheet

LOCATION INFORMATION

County Dallas County
State Texas
Roadway NB DNT at Panther Creek Bridge - Dep
Start Time 11:05am
Finish Time 11:30am
Penetrometer test # Test Site #2 Sta. 1550 - SB DNT #11

Pavement Material Concrete
Pavement Thickness 10"
Data Recorder Jacob McDonald
Date 10/22/2020



NORTEX CONCRETE LIFT AND STABILIZATION

201 NW 26th St. Fort Worth, TX 76164

Dynamic Cone Penetrometer Log Sheet											
LOCATION INFORMATION											
County <u>Denton County</u>						Pavement Material <u>Concrete</u>					
State <u>Texas</u>						Pavement Thickness <u>10"</u>					
Roadway <u>SB SRT at S of Carrollton Pkwy</u>						Data Recorder <u>Jacob McDonald</u>					
Start Time <u>10:00pm</u>						Date <u>11/16/2020</u>					
Finish Time <u>10:20pm</u>											
Penetrometer test # <u>Test Site #1 - SB SRT #85</u>											

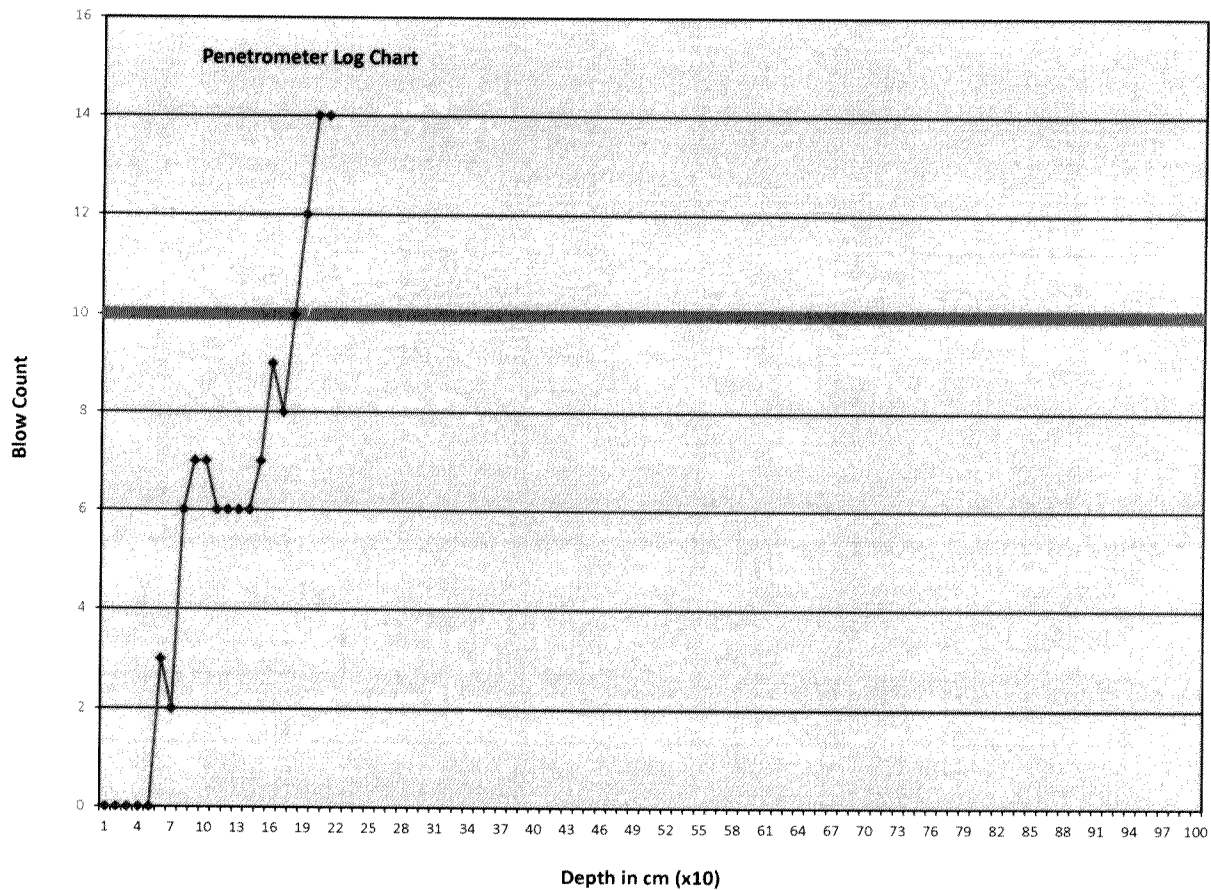
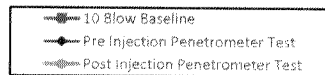
in	ft	cm	Pre	Blow	Post	in	ft	cm	Pre	Blow	Post
depth	depth	depth	Blows	Baseline	Blows	depth	depth	depth	Blows	Baseline	Blows
3.94	0.33	10	Core	10		200.79	16.73	510		10	
7.87	0.66	20	Core	10		204.72	17.06	520		10	
11.81	0.98	30	Core	10		208.66	17.38	530		10	
15.75	1.31	40	Core	10		212.60	17.71	540		10	
19.69	1.64	50	Core	10		216.54	18.04	550		10	
23.62	1.97	60	3	10		220.47	18.37	560		10	
27.56	2.30	70	2	10		224.41	18.70	570		10	
31.50	2.62	80	6	10		228.35	19.02	580		10	
35.43	2.95	90	7	10		232.28	19.35	590		10	
39.37	3.28	100	7	10		236.22	19.68	600		10	
43.31	3.61	110	6	10		240.16	20.01	610		10	
47.24	3.94	120	6	10		244.09	20.34	620		10	
51.18	4.26	130	6	10		248.03	20.66	630		10	
55.12	4.59	140	6	10		251.97	20.99	640		10	
59.06	4.92	150	7	10		255.91	21.32	650		10	
62.99	5.25	160	9	10		259.84	21.65	660		10	
66.93	5.58	170	8	10		263.78	21.98	670		10	
70.87	5.90	180	10	10		267.72	22.30	680		10	
74.80	6.23	190	12	10		271.65	22.63	690		10	
78.74	6.56	200	14	10		275.59	22.96	700		10	
82.68	6.89	210	14	10		279.53	23.29	710		10	
86.61	7.22	220		10		283.46	23.62	720		10	
90.55	7.54	230		10		287.40	23.94	730		10	
94.49	7.87	240		10		291.34	24.27	740		10	
98.43	8.20	250		10		295.28	24.60	750		10	
102.36	8.53	260		10		299.21	24.93	760		10	
106.30	8.86	270		10		303.15	25.26	770		10	
110.24	9.18	280		10		307.09	25.58	780		10	
114.17	9.51	290		10		311.02	28.91	790		10	
118.11	9.84	300		10		314.96	26.24	800		10	
122.05	10.17	310		10		318.90	26.57	810		10	
125.98	10.50	320		10		322.83	26.90	820		10	
129.92	10.82	330		10		326.77	27.22	830		10	
133.86	11.15	340		10		330.71	27.55	840		10	
137.80	11.48	350		10		334.65	27.88	850		10	
141.73	11.81	360		10		338.58	28.21	860		10	
145.67	12.14	370		10		342.52	28.54	870		10	
149.61	12.46	380		10		346.46	28.86	880		10	
153.54	12.79	390		10		350.39	29.19	890		10	
157.48	13.12	400		10		354.33	29.52	900		10	
161.42	13.45	410		10		358.27	29.85	910		10	
165.35	13.78	420		10		362.20	30.18	920		10	
169.29	14.10	430		10		366.14	30.50	930		10	
173.23	14.43	440		10		370.08	30.83	940		10	
177.17	14.76	450		10		374.02	31.16	950		10	
181.10	15.09	460		10		377.95	31.49	960		10	
185.04	15.42	470		10		381.89	31.82	970		10	
188.98	15.74	480		10		385.83	32.14	980		10	
192.91	16.07	490		10		389.76	32.47	990		10	
196.85	16.40	500		10		393.70	32.80	1000		10	

Dynamic Cone Penetrometer Log Sheet

LOCATION INFORMATION

County Denton County
State Texas
Roadway SB SRT at S of Carrollton Pkwy
Start Time 10:00pm
Finish Time 10:20pm
Penetrometer test # Test Site #1 - SB SRT #85

Pavement Material Concrete
Pavement Thickness 10"
Data Recorder Jacob McDonald
Date 11/16/2020





PO Box 1528 * Mount Airy, NC 27030-1528 * 336-789-9161
www.NCFI.com

***Report of Results for NCFI Polyurethanes
TerraThane System 24-003
Hydrophobic/Hydro-Insensitive
Geotechnical Polymer.***



Hydro-Insensitivity of High Density Polyurethane Grout - Panel Test Data Sheet

Polymer Type & Manufacturer NCFI Polyurethane Foam System 24-003

Lot # & Date on Component Containers Resin, mfg'd 8/6/2020

PROPORTIONING EQUIPMENT

Proportioner PMC PH-40

Hose Length (ft.) 50 ft.

Gun GX-7

Gun Set-up 42/42 pour module

A/B/H Temperature (°F) 110°/110°/110°

A/B Pressure (psi) 1000 static / 800 dynamic

CALIBRATION TEST

11:05:00 Time at Beginning of Injection (HH:MM:SS)

11:05:22 Time at End of Injection (HH:MM:SS)

5 Sample Weight (lbs.) vs. NA Certified Flow Meter Weight (lbs.)

INJECTION PROCEDURE – DRY INJECTION PROCEDURE - WET

✓ (✓) 5 lbs. of Material Injected
into Box

✓ (✓) After 10 minutes, Remove Top Cover

✓ (✓) After 30 minutes, Sample the HDP

✓ (✓) Add 15 lbs. of Water into
Box

✓ (✓) 5 lbs. of Material
Injected into Box

✓ (✓) After 10 minutes,
Material Remove Top Cover

✓ (✓) After 30 minutes, Sample
the HDP Material

MATERIAL ANALYSIS

Dry Injection Shots

	Density (pcf)	Compressive Strength (psi)
Sample 1	<u>4.34</u>	<u>72.51</u>

Wet Injection Shots

	Density (pcf)	Compressive Strength (psi)
	<u>4.16</u>	<u>48.04</u>

% Retention of
Density

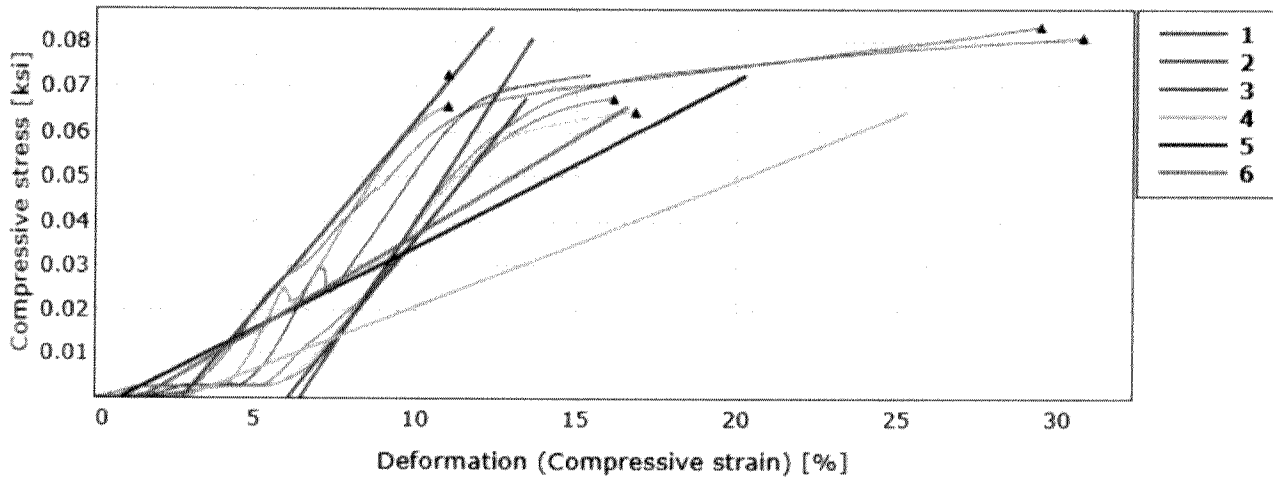
Sample 1 96%

Technician Ellis Wysinger/Steve Barnes

Date 9/30/2020

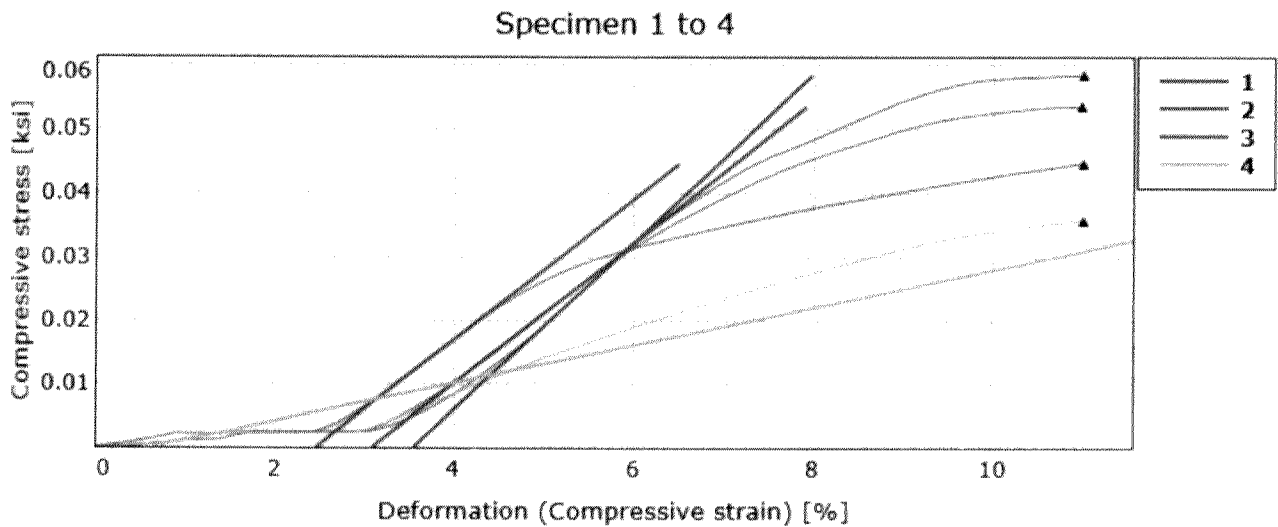
TEST RESULTS **GTP-9 DRY TEST RESULTS**

Specimen 1 to 6



	Compressive Strength @ Max Load [psi]	% Deformation at Max Load [%]	Compressive Strength @ 10% Deformation [psi]	Load at 10 % Deformation [lbf]	Modulus (Automatic Young's) [psi]
1	83.37	29.42	56.48	225.92	865.16
2	80.85	30.73	39.86	159.46	1121.66
3	67.65	16.18	36.14	144.56	914.15
4	64.77	16.86	39.34	157.37	287.73
5	72.63	15.41	51.20	204.79	280.33
6	65.79	11.00	61.29	245.14	436.28
Mean	72.51	19.94	47.39	189.54	650.88

GTP-9 WET TEST RESULTS



	Compressive Strength @ Max Load [psi]	% Deformation at Max Load [%]	Compressive Strength @ 10% Deformation [psi]	Load at 10 % Deformation [lbf]	Modulus (Automatic Young's) [psi]
1	44.66	11.00	42.61	170.46	1104.90
2	53.40	10.99	52.46	209.84	1107.76
3	58.34	10.99	57.65	230.60	1317.14
4	35.76	11.00	34.11	136.42	299.24
Mean	48.04	11.00	46.71	186.83	957.26

SUBMERGED PERFORMANCE TESTING RESULTS

172-25 Test 1 Dry		172-25 Test 2 Wet		
Test Sample Name #	Compressive Strength [psi]		Compressive Strength [psi]	%Differential
Sample 1	88.38	Sample 1	86.18	2%
Sample 2	89.68	Sample 2	87.56	2%
Sample 3	93.36	Sample 3	90.68	3%
Sample 4	89.1	Sample 4	85.21	4%
Sample 5	96.49	Sample 5	93.01	4%
Average:	91.40	Average:	88.53	3%

TERRATHANE™

GEOTECHNICAL POLYURETHANE

24-003

Technical Data Sheet

TERRATHANE™ Polyurethanes

TerraThane™ Polyurethanes by NCFI are uniquely formulated for a variety of geotechnical applications. Each batch goes through stringent testing and quality assurance standards to ensure reliability in the field.

24-003 APPLICATIONS

Bridge Approaches and Departures
Highway and Streets
Airport Runways and Taxiways
Concrete Slab Lifting
Joint Matching
Void Filling
Deep Soil Injection

About 24-003

TerraThane™ 24-003 is a hydrophobic/hydro-insensitive, MDI-based polymer formula that is specially designed for exceptional flow or spread under concrete structures when water is present. The 24-003 flowability ensures voidfill and support before lifting. 24-003 is available with an NSF/ANSI 61 Section 5 – 2017 certification.

Reaction Curve at 110°

Cream Time	7 seconds
Gel Time	13 Seconds
Tack Free Time	19 seconds



CERTIFIED TO
NSF/ANSI 61

Physical Properties

Physical Properties	Test Method	Free Rise	Restrained
Density	ASTM D1622	4.0 pcf	5-6 pcf
Compressive Strength	ASTM D1621	68 psi	80-100 psi
Compressive Modulus	ASTM D1621	1900 psi	2400-3200 psi
Tensile Strength	ASTM D1623	79 psi	100-120 psi
Tensile Modulus	ASTM D1623	1446 psi	3100 psi
Water Absorption	ASTM D2842	≤ 0.04 lbs/ft ²	≤ 0.04 lbs/ft ²
Closed Cell Content		>92%	>92%
Max Service Temp		200°F	200°F
Elongation	ASTM D1623	5.1%	
Shear Strength	ASTM C273	52.0 psi	90 psi
Shear Modulus	ASTM C273	602 psi	677 psi
Flexural Strength	ASTM D790	80 psi	387 psi
Flexural Modulus	ASTM D790	1625 psi	13502 psi

TerraThane Geotechnical Division • NCFI Polyurethanes

Div. of Barnhardt Manufacturing Co. • P.O. Box 1528 • Mounty Airy, NC 27030 • 800-346-8229

WWW.TERRATHANE.COM

TERRATHANE™
24-003
Technical Data Sheet



**Results for Delta Urethanes Norfill 4.0 Polyurethane
Grout Material Hydro-insensitivity Test – GTP-9**

Testing performed on October 13, 2020

**Hydro-Insensitivity of High Density Polyurethane Grout -
Panel Test Data Sheet**

Polymer Type & Manufacturer NorFill Grout Resin (Mfg by Delta Urethane LLC)
Lot # & Date on Component Containers Lot# A-side: 0319011278 Date: 03/19/2020
Lot# B-side: CL4.0B-090320 Date: 09/03/2020

PROPORTIONING EQUIPMENT

Proportioner GRACO H 25/35 Hose Length (ft.) 75 ft
Gun GX-7 Gun Set-up 01 / 90 mix chamber
A/B/H Temperature (°F) 90/95/95 A/B Pressure (psi) 1000 / 1000 static

CALIBRATION TEST

00:00 00:00 Time at Beginning of Injection (HH:MM:SS)
00:16 00:17 Time at End of Injection (HH:MM:SS)
5.0 lbs 5.0 lbs Sample Weight (lbs.) vs. - Certified Flow Meter Weight (lbs.)

INJECTION PROCEDURE – DRY

done (✓) 5 lbs. of Material Injected into Box
done (✓) After 10 minutes, Remove Top Cover
done (✓) After 30 minutes, Sample the HDP Material

INJECTION PROCEDURE - WET

done (✓) Add 15 lbs. of Water into Box
done (✓) 5 lbs. of Material Injected into Box
done (✓) After 10 minutes, Remove Top Cover
done (✓) After 30 minutes, Sample the HDP Material

MATERIAL ANALYSIS

Dry Injection Shots

	Density (pcf)	Compressive Strength (psi)
Sample 1	<u>4.52</u>	<u>54.1</u>
Sample 2	<u>4.97</u>	<u>63.6</u>

Wet Injection Shots

	Density (pcf)	Compressive Strength (psi)
	<u>4.38</u>	<u>50.4</u>
	<u>4.79</u>	<u>62.0</u>

	% Retention of Density
Sample 1	<u>96.9 (PASS)</u>
Sample 2	<u>96.4 (PASS)</u>

Technician 
Date 10/13/20

Nor-Fill Grout

Product Description:

Nor-fill Grout is a two component, closed cell polyurethane hydrophobic grout system used for soil stabilization, lifting foundations, road beds, driveways or any surface that needs to be secured or lifted to grade. The product is formed by the reaction of a resin blend and polymeric methylene diphenyl diisocyanate. The resin blend is comprised of polyols, additives and blowing agents. The unique composition of Nor-Fill Grout allows the material to perform well in wet environments frequently found below grade.

Typical Chemical Attributes:

	<u>Isocyanate</u>	<u>Resin</u>
Viscosity	190 cps	820 cps
Density	10.3 lbs./gal	8.5 lbs./gal
Appearance	brown liquid	dark grey liquid

Typical Reaction Profile:

	Hand Mix @ 72 °F	Machine Mix @120°F
Cream Time (sec)	19	7
Gel Time (sec)	70	-
Tack Free Time (sec)	90	14-16
Rise Time (sec)	110	20-22
Density (Free Rise)	4.1 pcf	3 - 4 pcf

Typical Physical Properties:

Restrained Core Density (ASTM D1622)	5.3 pcf
Compressive Strength (ASTM D1621)	85 psi
Tensile Strength (ASTM D1623)	105 psi
Closed Cell Content (ASTM 2856)	>93%
Water Absorption (ASTM D2842)	<0.04 lbs./sq.ft.
Dimensional Stability (ASTM D2126)	Volume change
Heat age, 93°C, 7 days	- 1.6%
Humid age 70°C, 97% R.H. 7 days	- 1.0%
Cold age, -40°C, 7 days	0.1%
Resistance to Solvents	Excellent
Resistance to Mold and Mildew	Excellent
Maximum Service Temperature	200°F

*These are typical values obtained from laboratory experiments and are provided as general information only.

Processing Parameters:

Nor-Fill is designed to be applied by trained contractors using high pressure, plural component proportioners. The proportioner must be able to maintain the designed temperature and pressure for Nor-Fill Grout™ products:

Pressure	1000 to 1750 psi
Pre-heater temperature	95 to 125°F
Hose temperature	95 to 125°F

Optimal settings will vary with proportioner, hose dimensions, gun configuration and ambient conditions. It is critical for installers to understand the limitations associated with their equipment.

Storage & Shelf Life:

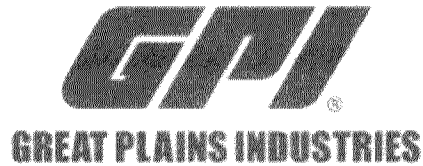
Nor-Fill Grout™ components have an optimal shelf life of 6 months when stored in unopened containers at temperature between 50° and 70°F. Excessively high temperatures may reduce optimal shelf life. Store the isocyanate and the resin components in a conditioned area, away from exposure to direct sun light and precipitation. Keep material containers tightly closed. Material in opened containers should be kept under a blanket of dry air or nitrogen.

Store material at 70° – 80°F for 48 hours prior to application.

Safety and Handling Information:

It is critical to read and become familiar with the Material Safety Datasheets prior to working with Nor-Fill Grout™ liquid components. When handling these materials and during application, always use appropriate personal protective equipment. Avoid prolonged breathing of vapors; avoid contact with skin, eyes and mucous membranes. In case of chemical contact with eyes, flush with water for at least 15 minutes and get medical attention. For more information, consult the Material Safety Datasheets.

The descriptions, data, designs and information contained herein are presented in good faith and believed to be accurate. This information is provided for guidance ONLY. Many factors will affect the processing or application of Delta Urethanes LLC products. It is necessary that you make tests to determine ultimate suitability for Delta Urethanes LLC products for your particular application. No warranties of any kind, either expressed or implied, including warranties of merchantability or fitness for a particular purpose, are made regarding products described, data or designs presented. In no case shall the descriptions, information, data or designs provided be considered a part of our terms and conditions of sale. All information and technical assistance is given without warranty or guarantee and is subject to change without notice. You expressly agree to release Delta Urethanes LLC from all liability in tort or contract based on the technical information provided. All such information is accepted at your own risk.



5252 E. 36th St. N.
Wichita, KS 67220-3205
(316) 686-7361
GPI.net

To: Departments of Transportations, City Governments, Engineering Firms, and Private Customers

Re: High Density Polyurethane Flow Meter Certification Requirement

To whom it may concern:

Nortex Concrete Lift & Stabilization, Inc. through distributor Hatfield and Co. purchased new flow meters and displays from March 2020 to June 2020. Part numbers and part totals are listed below. Certification is good from 1 year from date of install. Standard industry practices require meters and displays to be field tested every 6 months thereafter to ensure continued accuracy.

Pictures and/or videos are sent directly to requesting agency if agency can't be onsite when testing is performed. Individual contractor may be required to send new certifications 1-2 times per year as equipment ages as required by individual customer as to individual specifications.

If sales receipts are required then they can be provided by contractor.

Equipment/Parts Information Purchased:

OMO25A101-222 1" GPI oval gear meter high viscosity TY PPS rotors flow range 2.6-40 GPM

Amount Purchased: 24

RT14 2DOFM GPI lithium battery powered digital display calibrated and certified

Amount Purchased: 24

Sincerely,

Compliance/Technical Department

FLOW METER TEST REPORT

TRUCK # 2

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Ronnie Hobson Date: 8/6/21

Verified by: A. Vazquez Date: 8/6/21

STATE OF TEXAS

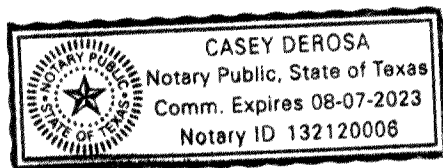
COUNTY OF TARRANT

Before me this day came Ronnie Hobson, who is either known by me or produced _____, as identification and acknowledged that he has certified flow meters as performing correctly.

Subscribed and sworn on before me this 6 day of August, 2021

My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:



FLOW METER TEST REPORT

TRUCK # 2

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

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Testing performed by: Ronnie Hobson Date: 8/6/21

Verified by: [Signature] Date: 8/6/21

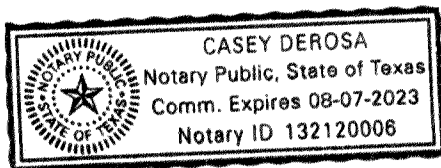
STATE OF TEXAS

COUNTY OF TARRANT

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Subscribed and sworn on before me this 6 day of August, 2021
My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:



FLOW METER TEST REPORT

TRUCK # 3

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Ronnie Hobson Date: 8/6/21

Verified by: [Signature] Date: 8/6/21

STATE OF TEXAS

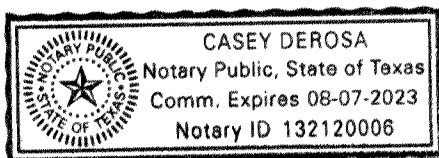
COUNTY OF TARRANT

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Subscribed and sworn on before me this 6 day of August, 2021

My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:



FLOW METER TEST REPORT

TRUCK # 3

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Ronnie Hobson Date: 8/6/21

Verified by: [Signature] Date: 8/6/21

STATE OF TEXAS

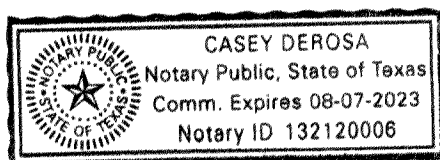
COUNTY OF TARRANT

Before me this day came Ronnie Hobson, who is either known by me or produced _____, as identification and acknowledged that he has certified flow meters as performing correctly.

Subscribed and sworn on before me this 6 day of August, 2021

My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:



FLOW METER TEST REPORT

TRUCK # 5

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Ronnie Hobson Date: 8/6/21

Verified by: [Signature] Date: 8/6/21

STATE OF TEXAS

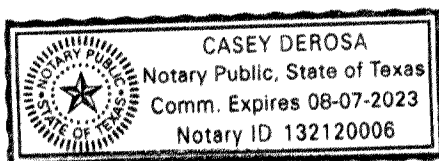
COUNTY OF TARRANT

Before me this day came Ronnie Hobson, who is either known by me or produced _____, as identification and acknowledged that he has certified flow meters as performing correctly.

Subscribed and sworn on before me this 6 day of August, 2021

My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:



FLOW METER TEST REPORT

TRUCK # 5

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Ronnie Hobson Date: 8/6/21

Verified by: [Signature] Date: 8/6/21

STATE OF TEXAS

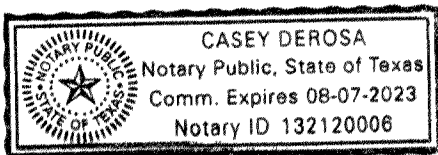
COUNTY OF TARRANT

Before me this day came Ronnie Hobson, who is either known by me or produced _____, as identification and acknowledged that he has certified flow meters as performing correctly.

Subscribed and sworn on before me this 6 day of August, 2021

My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:



FLOW METER TEST REPORT

TRUCK # 6

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

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Matt Logan

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316-686-7261

In house testing to verify flow meter:

Flow meters certified for accuracy using pounds set on meter to a gallon of material outflow in a bucket. Gallon of material was then weighed to verify accuracy.

Testing performed by: Ronnie Hobson Date: 8/13/21

Verified by: Bariah Lill Date: 8/13/21

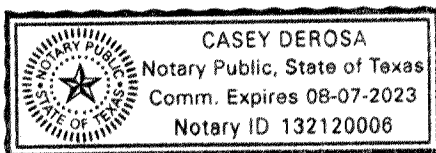
STATE OF TEXAS

COUNTY OF TARRANT

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Subscribed and sworn on before me this 13 day of August, 2021
My commission Expires: 08/07/2023 Notary Public: Casey Derosa

Seal:



FLOW METER TEST REPORT

TRUCK # 6

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

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Testing performed by: Bonnie Hobson Date: 8/13/21

Verified by: Isiah Lee Date: 8/13/21

STATE OF TEXAS

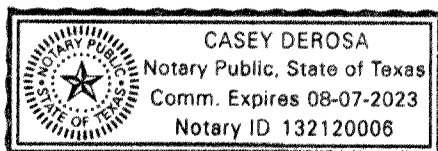
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Subscribed and sworn on before me this 13 day of August, 2021

My commission Expires: 08/07/2023 Notary Public: Casey Derosa

Seal:



FLOW METER TEST REPORT

TRUCK # 9

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

CALIBRATION Meter will not need to be recalibrated when a fluid changes viscosity. Positive Displacement flow meters have been proven to last for years and remain accurate. Recommended that field testing be performed once per year to ensure continued accuracy.

GPI Industrial Meter Department

Matt Logan

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316-686-7261

In house testing to verify flow meter:

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Testing performed by: Ronnie Hobson Date: 8/13/21

Verified by: Frank Lee Date: 8/13/21

STATE OF TEXAS

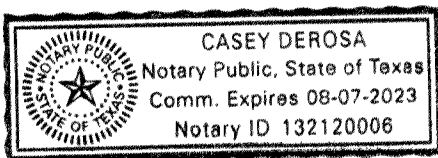
COUNTY OF TARRANT

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Subscribed and sworn on before me this 13 day of August, 2021

My commission Expires: 08/07/2023 Notary Public: [Signature]

Seal:



FLOW METER TEST REPORT

TRUCK # 9

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

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Testing performed by: Ronnie Hobson Date: 8/13/21

Verified by: Isiah Lee Date: 8/13/21

STATE OF TEXAS

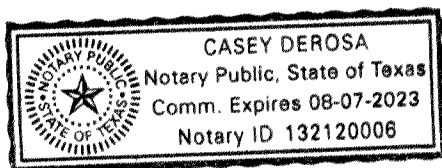
COUNTY OF TARRANT

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Subscribed and sworn on before me this 13 day of August, 2021!

My commission Expires: 08/07/2023 Notary Public: Casey Derosa

Seal:



FLOW METER TEST REPORT

TRUCK # 10

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

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GPI Industrial Meter Department

Matt Logan

www.gpi.net

316-686-7261

In house testing to verify flow meter:

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Testing performed by:

Bonnie Hobson

Date:

8/13/21

Verified by:

Isaiah Lih

Date:

8/13/21

STATE OF TEXAS

COUNTY OF TARRANT

Before me this day came

Bonnie Hobson

, who is either known by me or

produced

_____ as identification and acknowledged that he has certified flow meters as performing correctly.

Subscribed and sworn on before me this 13 day of

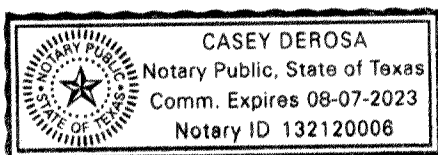
August

, 2021

My commission Expires: 08/07/2023 Notary Public:

[Signature]

Seal:



FLOW METER TEST REPORT

TRUCK # 10

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

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STATE OF TEXAS

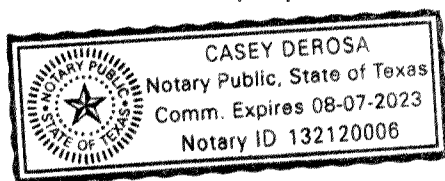
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My commission Expires: 08/07/2023 Notary Public: Casey Derosa

Seal:



FLOW METER TEST REPORT

TRUCK # 28

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

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STATE OF TEXAS

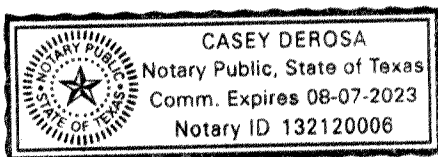
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Subscribed and sworn on before me this 13 day of August, 2021

My commission Expires: 08/07/2023 Notary Public: Casey Derosa

Seal:



FLOW METER TEST REPORT

TRUCK # 28

DRIVER SIDE

PASSENGER SIDE

MATERIAL TYPE

"A" MATERIAL

"B" MATERIAL

MODEL # GM 6ARP-2Z

VERSION PULSE

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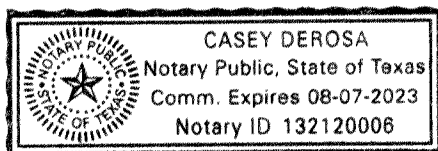
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My commission Expires: 08/07/2023 Notary Public: Casey Derosa

Seal:





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

COMPLETED DEPT OF TRANS JOBS/ REFERENCE LIST 2016 - PRESENT

<u>PROJECT</u>	<u>DATE</u>	<u>AMOUNT</u>
TEXAS DEPT OF TRANSPORTATION MCCLENNON CO BRIDGE APPROACH SLABS CONTACT BRUCE JOHNSON 254-230-7296	JAN 2016	\$108,755.00
OKLAHOMA TURNPIKE AUTHORITY H.E. BAILEY TURNPIKE DIPS AND UNDERSEALING CONTACT KEVIN SIMPSON	APRIL 2016	\$169,688.00
ARKANSAS HIGHWAYS DEPARTMENT VARIOUS DISTRICTS BRIDGE APPROACH SLABS/DIPS/UNDERSEALING CONTACT VARIES	APRIL 2016	\$181,801.00
TJ CAMPBELL CONSTRUCTION ODOT- DISTRICT #4 BRIDGE APPROACHES/JOINT SEALING CONTACT: ADAM HODGES 405-620-1831	MAY 2016	\$102,087.00
WEBBER, LLC HWY 290 EXPRESSWAY BRIDGE APPROACHES/VOID FILLING AT RETAINING WALLS CONTACT: EMILIO CHAPA 346-305-1955	JUNE 2016	\$68,476.00
CORNERSTONE PAVING AND CONSTRUCTION TXDOT-BRENHAM TX OFFICE HWY 290 BRIDGE APPROACH SLABS CONTACT: DAVID BAKER 979-412-1111	JULY 2016	\$214,404.00
CTRMA (AUSTIN, TX TOLLWAY AUTHORITY) HWY 290 BRIDGE APPROACH SLABS/DIPS CONTACT JOHN JONES (512) 568-2285	AUGUST 2016	\$147,857.00

TEXAS DEPT OF TRANSPORTATION MONTGOMERY CO BRIDGE APPROACH SLABS/DIPS CONTACT: BRYCE SHULER (936) 538-0022	SEPT 2016	\$501,513.00
NORTH TEXAS TOLLWAY AUTHORITY DALLAS NORTH TOLLWAY, SAM RAYBURN TOLLWAY BRIDGE APPROACH SLABS/DIPS CONTACT: ELI LERMA	OCT 2016	\$184,644.00
DBI SERVICES – TXDOT WACO MCCLENNAN CO BRIDGE APPROACHES CONTACT JON-DAVID JENKINS 254-848-4139	JAN 2017	\$108,640.00
LANE CONSTRUCTION COMPANY – TXDOT WACO MCCLENNAN CO BRIDGE APPROACHES/ JOINT SEALING CONTACT ERNEST TRUSSELL	FEB 2017	\$119,750.00
KANSAS DEPT OF TRANSPORTATION DISTRICT ONE BRIDGE APPROACH SLABS/DIPS CONTACT: CLINTON PROSE	MARCH 2017	\$163,800.00
OK DEPT OF TRANSPORTATION DISTRICT 1 VOID FILLING/UNDERSEALING CONTACT: JON ARPS 918-687-5407	APRIL 2017	\$439,642.00
ARKANSAS HIGHWAYS DEPARTMENT VARIOUS DISTRICTS BRIDGE APPROACH SLABS/DIPS/UNDERSEALING CONTACT: BRUCE STREET DIST. 5	MAY 2017	\$316,780.00
MISSISSIPPI DEPT OF TRANSPORTATION BARRIERE CONSTRUCTION VOID FILLING/UNDERSEALING CONTACT: BARRIERE CONSTRUCTION	MAY 2017 – JULY 2017	\$1,614,384.00
OK DEPT OF TRANSPORTATION DISTRICT 1 VOID FILLING/UNDERSEALING CONTACT: JON ARPS 918-687-5407	AUGUST 2017	\$217,552.00
CTRMA (AUSTIN, TX TOLLWAY AUTHORITY) HWY 290 BRIDGE APPROACH SLABS/DIPS CONTACT JOHN JONES (512) 568-2285	AUGUST 2017	\$155,927.00

CITY OF MCKINNEY, TX AIRPORT RD AND EL DORADO RD VOID FILLING/UNDERSEALING CONTACT EDDIE GARZA	SEPT 2017	\$560,000.00
WILLIAMS BROTHERS CONSTRUCTION TXDOT – SAN ANTONIO BRIDGE APPROACH SLABS CONTACT: ROGELIO PENA (281) 740-9139	OCT 2017	\$56,230.00
PSC – JAMES CONSTRUCTION GROUP TXDOT – WACO, TX BRIDGE APPROACH SLABS CONTACT: DENNIS WALTER (254) 541-7593	NOV 2017	\$35,275.00
ARKANSAS HIGHWAYS DEPARTMENT DISTRICT 5 BRIDGE APPROACH SLABS/UNDERSEALING CONTACT: BRUCE STREET DIST. 5	NOV 2017	\$141,851.00
OK DEPT OF TRANSPORTATION DISTRICT 7 BRIDGE APPROACH SLABS CONTACT: JOE HENNESSEY 580-467-1835	NOV 2017	\$41,695.00
OK DEPT OF TRANSPORTATION DISTRICT 8 VOID FILLING/UNDERSEALING CONTACT: TRAPPER PARKS 918-892-2314	DEC 2017	\$304,034.00
OK DEPT OF TRANSPORTION DISTRICT 6 BRIDGE APPROACH SLABS CONTACT: WAYNE ROESNER	DEC 2017	\$59,034.00
OK TURNPIKE AUTHORITY BAILEY TURNPIKE DIPS/UNDERSEALING CONTACT: KEVIN SIMPSON	JAN 2018	\$57,925.00
DBI SERVICES – TXDOT WACO MCCLENNAN CO DIPS/HEAVES CONTACT JON-DAVID JENKINS 254-848-4139	JAN 2018	\$80,325.00
DBI SERVICES – TXDOT HILLSBORO HILL COUNTY JOINT MATCHING/DIPS CONTACT JON-DAVID JENKINS 254-848-4139	FEB 2018	\$103,960.00

ARKANSAS HIGHWAYS DEPARTMENT DISTRICT 5 VOID FILLING/UNDERSEALING CONTACT: JASON SEATON 870-612-7638	MARCH 2018	\$177,312.00
OK TURNPIKE AUTHORITY KILPATRICK TURNPIKE VOID FILLING/JOINT MATCHING CONTACT: STEVE ANSHUTZ 405-409-6294	APRIL 2018	\$44,040.00
TEXAS STERLING CONSTRUCTION CITY OF FRISCO, TX – MAIN ST PHASE 1 VOID FILLING/UNDERSEALING CONTACT: JASON NAJIM 214-907-1014	APRIL 2018	\$550,000.00
ARKANSAS HIGHWAYS DEPARTMENT DISTRICT 5 VOID FILLING/UNDERSEALING CONTACT: JASON SEATON 870-612-7638	MAY 2018	\$199,858.00
OK DEPT OF TRANSPORATION DISTRICT 3 BRIDGE APPROACH SLABS CONTACT: BILL WILKINSON 580-421-5552	JUN 2018	\$61,763.00
ROY JORGENSEN ASSOC – TXDOT AUSTIN SH 130 DIPS/HEAVES CONTACT: HARRY LUDWIG 281-212-7044	JULY 2018	\$703,760.00
OK TURNPIKE AUTHORITY CHEROKEE TURNPIKE DIPS/VOID FILLING CONTACT: CODY BENTON 918-801-8345	AUG 2018	\$49,926.00
CITY OF FRISCO, TX SB DNT FRONTAGE RD VOID FILLING/UNDERSEALING CONTACT: BRAD WOOLEY 972-292-5833	AUG 2018	\$334,480.00
CITY OF MCKINNEY, TX COLLEGE ST VOID FILLING/UNDERSEALING CONTACT: EDDIE GARZA	SEPT 2018	\$103,200.00
NORTH TEXAS TOLLWAY AUTHORITY GEORGE BUSH TOLLWAY DIPS/VOID FILLING CONTACT: ELI LERMA 972-447-3312	SEPT 2018	\$190,312.00

OK DEPT OF TRANSPORTATION DISTRICT 3 VOID FILLING/UNDERSEALING/ SOIL DENSIFICATION CONTACT: BILL WILKINSON 580-421-5552	OCT 2018	\$187,342.00
OK TURNPIKE AUTHORITY BAILEY TURNPIKE DIPS CONTACT: CODY BENTON 918-801-8345	NOV 2018	\$121,768.00
TEXAS STERLING CONSTRUCTION CITY OF FRISCO, TX MAIN ST – PHASE 2 VOID FILLING/UNDERSEALING CONTACT: JASON NAJIM 214-907-1014	DEC 2018	\$550,000.00
OK TURNPIKE AUTHORITY INDIAN NATION TURNPIKE FAULTED PAVEMENT REPAIR CONTACT: BENNIE WESTER 918-318-0078	DEC 2018	\$122,508.00
O'TREVINO CONSTRUCTION – TXDOT DALLAS SH-75 DIPS/HEAVES	DEC 2018	\$76,708.00
OK DEPT OF TRANSPORTATION DISTRICT 3 VOID FILLING/UNDERSEALING CONTACT: JON LARSEN 405-669-5994	JAN 2019	\$132,000.00
O'TREVINO CONSTRUCTION – TXDOT LUBBOCK BRIDGE APPROACH SLABS CONTACT: PAT PACE (817) 430-2410	MARCH 2019	\$62,408.00
HUEY STOCKSTILL CONSTRUCTION – MSDOT DISTRICT 6 – PAVEMENT REHABILITATION VOID FILLING/UNDERSEALING	MAY 2019	\$120,400.00
GIBSON ASSOCIATES – MSDOT DISTRICT 2 – BRIDGE REHABILITATION	SEPT 2019	\$506,480.00
O'TREVINO CONST. – TXDOT DALLAS CO BRIDGE APPROACHES/DIPS/VOID FILLING CONTACT: PAT PACE (817) 430-2410	OCT-DEC 2019	\$178,577.00
NORTH TEXAS TOLLWAY AUTHORITY BRIDGE APPROACHES/ SOIL DENSIFICATION ANDREW FERRIER (214) 224-2491	FEB 2020 – DEC 2020	\$2,595,450.00
TXDOT – CORSICANA OFFICE DIPS ON I-45 CONTACT: JOE LANOUE (214) 616-0969	MARCH 2020	\$48,333.00

ARDOT – D4 – FORT SMITH, AR DIPS/BRIDGE APPROACHES CONTACT: CHAD DAVIS (479) 461-2712	MAY 2020	\$153,794.00
ODOT – D8 – TULSA, OK BRIDGE APPROACHES/ SOIL DENSIFICATION CONTACT: TRAPPER PARKS (918) 892-2314	JUNE 2020	\$226,501.00
CHESTER BROSS GROUP/ ESS, INC. – ARDOT D5 VOID FILLING/UNDERSEALING CONTACT: HAL BRENTON (573) 999-0176	JULY 2020	\$1,020,000.00
DICKERSON & BOWEN – MSDOT PAVEMENT RESTORATION VOID FILLING/UNDERSEALING CONTACT: BLAKE CLARK (601) 969-2002	JULY 2020	\$165,000.00
C&D HUGHES, INC – MICHIGAN DOT VOID FILLING/UNDERSEALING CONTACT: STEVE (617) 719-5111	AUG 2020 – SEPT 2020	\$1,320,044.00
TXDOT FORT WORTH DISTRICT – JOHNSON CO BRIDGE APPROACHES ON SH-67 CONTACT: BRIAN ANDERSON (817) 202-2900	SEPT 2020	\$100,900.00
OK DEPT OF TRANSPORTATION DISTRICT 1 BRIDGE APPROACH/ SOIL DENSIFICATION DEEP INJECTION CONTACT: MIKE KELLY (918) 687-5407	NOV 2020	\$135,687.00
OK TURNPIKE AUTHORITY CREEK TURNPIKE FAULTED PAVEMENT REPAIR, DIPS CONTACT: GORDON MANES (918) 859-2696	DEC 2020	\$89,320.00
CTRMA – AUSTIN, TX HWY 290 EXPRESSWAY BRIDGE APPROACHES, HEAVES, SOIL DENSIFICATION CONTACT: JOHN JONES (512) 568-2285	FEB 2021	\$322,180.00
CAPMETRO TRANSIT AUTHORITY 2910 BUS YARD – AUSTIN, TX UNDERSEALING/PAVEMENT LIFTING CONTACT: RICHARD RAMIREZ (512) 389-7411	FEB 2021	\$48,000.00
TEINERT CONSTRUCTION – LUBBOCK, TX PLAINVIEW ISD ESTACADO MS ADDITIONS UNDERSEALING/ SOIL DENSIFICATION CONTACT: KAIN ALEXANDER (806) 507-4809	MARCH 2021	\$76,038.00
TXDOT FORT WORTH DISTRICT – TARRANT CO BRIDGE APPROACHES ON I-20 CONTACT: RECO CHAZARETTE (817) 235-3392	APRIL 2021	\$64,266.00

ZACHRY CONSTRUCTION HOT WELLS PUMP STATION – SOIL DENSIFICATION CONTACT: CURTIS SCHWARTZ (817) 822-6092	APRIL 2021	\$105,000.00
ODOT – D8 – LAWTON, OK DISTRICT 7 BRIDGE APPROACH SLABS/ SOIL DENSIFICATION CONTACT: BRYCE LAWSON (580) 255-7586	MAY 2021	\$95,425.00
ODOT – D8 – TULSA, OK BRIDGE APPROACHES/ SOIL DENSIFICATION CONTACT: TRAPPER PARKS (918) 892-2314	JULY 2021	\$165,784.00
TXDOT FORT WORTH DISTRICT – TARRANT CO BRIDGE APPROACHES ON I-30/ SOIL DENSIFICATION CONTACT: JUSTIN DERDEN (817) 586-5575	AUGUST 2021	\$67,418.00
ROY JORGENSEN ASSOCIATES – TXDOT DALLAS CO DIPS/HEAVES/BRIDGE APPROACHES CONTACT: N/A AT THIS TIME	SUB CONTRACT APPROVED TENTATIVELY SET FOR 2022	\$110,000.00
ROY JORGENSEN ASSOCIATES – TXDOT TRAVIS CO. DIPS/HEAVES/BRIDGE APPROACHES CONTACT: N/A AT THIS TIME	SUB CONTRACT APPROVED TENTATIVELY SET FOR 2022	\$480,000.00

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:
2021-812486

Date Filed:
10/13/2021

Date Acknowledged:

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

Nortex Concrete Lift & Stabilization, Inc.
Fort Worth, TX United States

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

City of Grand Prairie, TX

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.

21158
Pavement Leveling Services

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Casey DeHosa, and my date of birth is 12/26/83.

My address is 201 NW 21TH St., Fort Worth, TX, 76164, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 13 day of October, 20 21.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

3.48 PAYMENT BOND

STATE OF TEXAS

COUNTY OF Tarrant

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the panel sum of Eight Hundred Twenty-Seven Thousand One Hundred Eighty-Seven and 50/100 Dollars (\$ 827,187.50) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 1st day of November, 2021, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the 15th day of October, 2021

Nortex Concrete Lift & Stabilization, Inc.

PRINCIPAL

By: Title: SEC/CRGAddress: 201 NW 26th St.Fort Worth, TX 76164SureTec Insurance Company

SURETY

By: Title: Attorney-In-FactAddress: 675 Town Square Blvd., Suite 200, Bldg 1AGarland, TX 75040Name and address of the Resident Agent of Surety is: Steve Nelson 469-241-14887943 Caruth Court, Dallas, TX 75225

3.47 PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF Tarrant

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of Eight Hundred Twenty-Seven Thousand One Hundred Eighty-Seven and 50/100 Dollars (\$ 827,187.50) as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 1st day of November, 2021, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the 15th day of October, 2021

Nortex Concrete Lift & Stabilization, Inc.
PRINCIPAL

By: [Signature]

Title: SEC/CFO

Address: 201 NW 26th St.

Fort Worth, TX 76164

SureTec Insurance Company
SURETY

By: [Signature]

Title: Attorney-In-Fact

Address: 675 Town Square Blvd., Suite 200, Bldg 1A

Garland, TX 75040

Name and address of the Resident Agent of Surety is: Steve Nelson 469-241-1488

7943 Caruth Court, Dallas, TX 75225

3.49 MAINTENANCE BOND

STATE OF TEXAS
COUNTY OF Texas

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of Four Hundred Thirteen Thousand Five Hundred Ninety-Three and 75/100 Dollars (\$ 413,593.75), 50% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 1st day of November, 20 21, to City of Grand Prairie which contract and the plans and specifications therein mentioned, adopted by the City of Grand Prairie, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

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

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

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

IN WITNESS WHEREOF, the said Nortex Concrete Lift & Stabilization, Inc. as Contractor and Principal and the said SureTec Insurance Company, Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the 15th day of October, 20 21

Nortex Concrete Lift & Stabilization, Inc.
PRINCIPAL
By: [Signature]
Title: Sec/CFO
Address: 201 NW 26th St.
Fort Worth, TX 76164

SureTec Insurance Company
SURETY
By: [Signature]
Title: Attorney-In-Fact
675 Town Square Blvd., Suite 200, Bldg 1A
Address: Garland, TX 75040
Faith Lane
Attorney-in-Fact

<p>SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</p>
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FORCE MAJEURE RIDER

The obligations of the Surety and Principal under the Bond or Bonds to which this Rider is annexed are subject to the following limitations and conditions, to wit: that, it is a condition precedent to their liability hereunder that the contractual obligation (the contract or subcontract, as the case may be, being referred to in this Rider as the "Contract") between the Principal and the Obligee underlying this Bond includes (or shall be considered amended to include) a *Force Majeure* exclusion holding that the Principal and its Sureties shall not be held liable under this Bond or under the Contract for any impacts, delays, defaults, or damages related to Principal's work arising from, or related to epidemics, pandemics, medical emergencies, supply line interruptions, or natural disasters impacting the work required by the Contract, regardless of where such events occur, acts of God, terrorism, war, acts of government or administrative suspension, limitation, or shut-down, or the direct or indirect consequences or aftermath of any of the foregoing, and the Contract further provides that the Principal shall be entitled to an extension of the Contract Time and an equitable adjustment of the Contract Price, as a result of any of the exclusions heretofore cited. In the event the provisions for *force majeure*, time extensions, or equitable adjustment for time and money are more favorable to Principal in the Contract, than in this Rider, the more favorable shall apply.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

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

Linda Dailey, Crystal Langhorn, Faith Lane

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

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

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

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

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

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

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 13th day of May, A.D. 2021.

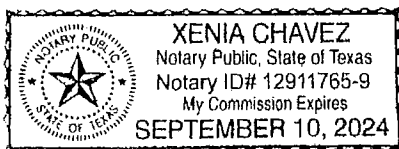
SURETEC INSURANCE COMPANY

By: Michael C. Keimig
Michael C. Keimig, President



State of Texas ss:
County of Harris

On this 13th day of May, A.D. 2021 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

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

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221801
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2021

PRODUCER
HALEY CARTER STATE FARM
328 W MAIN ST., STE 1
AZLE, TX 76020

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURED
NORTEX CONCRETE LIFT & STABILIZATION, INC.
201 NW 26TH ST
FORT WORTH, TX 76164

INSURER A: State Farm Mutual Auto Insurance Company 25178

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMPOP AGG \$
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	X	AUTOMOBILE LIABILITY	96 0737-A01-43	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		X HIRED AUTOS				
		X NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Grand Prairie is listed as additional insured with waiver of subrogation

RFB #21158 Pavement Leveling Services

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Prairie Purchasing Department
PO Box 534045
Grand Prairie, TX 75053-4045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
JUDY BUTLER, SSA

IMPORTANT

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

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

DISCLAIMER

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2021

PRODUCER	Phone: (817)747-2663	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Bondtex Agency P.O. Box 1797 Azle, TX 76098		INSURERS AFFORDING COVERAGE	NAIC #
INSURED	Nortex Concrete Lift & Stabilization, Inc. David Simpson 201 NW 26th St. Fort Worth, TX 76164	INSURER A: All Risks/Admiral Insurance Company	
		INSURER B: Texas Mutual Insurance Company	
		INSURER C: Admiral Insurance company	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	GENERAL LIABILITY	CA000017139-09	11/09/2020	11/09/2021	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	Y	EXCESS/UMBRELLA LIABILITY	ELD300002134700	11/09/2020	11/09/2021	EACH OCCURRENCE	\$ 3,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 3,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0002041319	12/09/2020	12/09/2021	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		E.L. EACH ACCIDENT				\$ 1,000,000	
		E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
		E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
C		OTHER	MKLV4EUE100376	11/09/2020	11/09/2021		
		UMBRELLA				2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The General Liability policy and the Umbrella policy have a blanket additional insured endorsement and a blanket waiver of subrogation endorsement. The Workers Compensation policy has a blanket waiver of subrogation on the policy.
RFB #21158 Pavement Leveling Services

CERTIFICATE HOLDER

City of Grand Prairie
300 Main Street
Grand Prairie, TX 75050

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Faith Lane

(FZL)

IMPORTANT

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

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

DISCLAIMER

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