City of Killeen

Agenda

City Council

Tuesday, January 28, 2020 **5:00 PM**

City Hall
Council Chambers
101 N. College Street
Killeen, Texas 76541

Call to Order and Roll Call

___ *Jose Segarra, Mayor*
___ *Shirley Fleming*
___ *Steve Harris*
___ *Gregory Johnson*
___ *Jim Kilpatrick*
___ *Butch Menking*
___ *Debbie Nash-King*
___ *Juan Rivera*

Invocation

Pledge of Allegiance

Approval of Agenda

Citizen Comments

This section allows members of the public to address the Council regarding any item(s), other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advance, may speak only one time, and such address shall be limited to three (3) minutes. The Presiding Officer may allow a one (1) minute extension, if requested at the end of the original three (3) minute period. No other extensions will be allowed.

Consent Agenda

1. MN-20-003 Consider Minutes of Regular City Council Meeting of January 14, 2020.

Attachments: Minutes

2. RS-20-004 Consider a memorandum/resolution authorizing the procurement of fleet vehicles and equipment.

Attachments: Staff Report
Caldwell Quotes
Chastang Quote
Freightliner Quote
Holt Quote
Rockdale Quote
Rush Quote
Sterling Quote

Certificate of Interested Parties

Presentation

3. RS-20-005 Consider a memorandum/resolution authorizing the award of Bid No. 20-04, Transfer Station Tipping Floor Resurfacing to American Restore, Inc.

Attachments: Staff Report
Bid 20-04
American Restore Proposal
MJ Hughes Proposal
Certificate of Interested Parties
Presentation

4. OR-20-001 Consider an ordinance calling the May 2, 2020 General Election to elect a Mayor and three Council Members-at-Large.

Attachments: Staff Report
Ordinance
Presentation

5. OR-20-002 Consider an ordinance calling the May 2, 2020 Special Election amending the Sales Tax Rate.

Attachments: Staff Report
Ordinance
Presentation

6. PH-20-002 Consider an ordinance requested by Dusty Inc. c/o Rick Morris (Case #Z19-29) to rezone part of Lot 3, Block 1, Morris Subdivision Phase One, from “B-3” (Local Business District) to “R-2” (Two Family Residential District) for duplex development. The property is addressed as 1011 Anna Lee Drive, Killeen, Texas. (Tabled from January 14, 2020 City Council Meeting)

Attachments: Staff Report
Maps
Minutes
Ordinance
Considerations
Responses
Presentation

Public Hearings

7. PH-20-003 HOLD a public hearing and consider an ordinance requested by William Jones on behalf of Kyoung Enterprises, Inc. (Case #FLUM 19-13) to

amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' designation to a 'General Residential' designation for approximately 2.104 acres, being part of Lot 1, Block 1, Kyoung Commercial Addition. The property is addressed as 3804 W. Stan Schlueter Loop, Killeen, Texas.

Attachments: Staff Report
Location map
Current/Proposed FLUM
Minutes
Ordinance
Considerations
Presentation

8. PH-20-004 HOLD a public hearing and consider an ordinance requested by William Jones on behalf of Kyoung Enterprises, Inc. (Case #Z19-30), to rezone approximately 2.104 acres, being part of Lot 1, Block 1, Kyoung Commercial Addition, from "B-5" (Business District) to "R-MP" (Mobile Home and Trailer Park District) for a proposed RV park. The property is located at 3804 W. Stan Schlueter Loop, Killeen, Texas. (Requires 3/4 majority vote)

Attachments: Staff Report
Ordinance
Maps
Minutes
Considerations
Presentation

9. PH-20-005 HOLD a public hearing and consider an ordinance amending the FY 2020 Annual Budget of the City of Killeen to authorize the carry forward of FY 2019 expenditure budgets to the FY 2020 budget.

Attachments: Staff Report
Ordinance
Presentation

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on January 24, 2020.

_____

Lucy C. Aldrich, City Secretary

The public is hereby informed that notices for City of Killeen meetings will no longer distinguish between matters to be discussed in open or closed session of a meeting. This practice is in accordance with rulings by the Texas Attorney General that, under the Texas Open Meetings Act, the City Council may convene a closed session to discuss any matter listed on the agenda, without prior or further notice, if the matter is one that the Open Meetings Act allows to be discussed in a closed session.

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7700, City Manager's Office, or TDD 1-800-734-2989.

Notice of Meetings

The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. No official action will be taken by Council.

- *Black History Month Program, February 7, 2020, 6:30 p.m., Greater Peace Missionary Baptist Church*
- *Freedom Fund/Scholarship Banquet, March 20, 2020, 7:00 p.m., Killeen Civic & Conference Center*
- *Juneteenth Pageant, June 19, 2020, 6:30 p.m., Texas A&M University - Central Texas*
- *Juneteenth Service & Picnic, June 20, 2020, 10:00 a.m., Killeen Community Center*

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City of Killeen

Legislation Details

File #:	MN-20-003	**Version:**	1	**Name:**	Minutes of Regular City Council Meeting of January 14, 2020
Type:	Minutes			**Status:**	Minutes
File created:	12/30/2019			**In control:**	City Council
On agenda:	1/28/2020			**Final action:**	
Title:	Consider Minutes of Regular City Council Meeting of January 14, 2020.				
Sponsors:	City Secretary				
Indexes:					
Code sections:					
Attachments:	Minutes				

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council Workshop		

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City of Killeen
Regular City Council Meeting
Killeen City Hall
January 14, 2020 at 5:00 p.m.

Presiding: Mayor Jose Segarra

Attending: Mayor Pro Tem Jim Kilpatrick, Councilmembers, Butch Menking, Gregory Johnson, Shirley Fleming, Debbie Nash-King and Steve Harris

Also attending were City Manager Kent Cagle, Interim City Attorney Traci Briggs, City Secretary Lucy Aldrich, and Sergeant-at-Arms Gillman.

Absent: Councilmember Juan Rivera

Pastor Rucker with Passion for Christ Ministries gave the invocation; and Councilmember Fleming led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mayor Pro Tem Kilpatrick to approve the agenda as written. Motion was seconded by Councilmember Nash-King. The motion carried unanimously.

Citizen Petitions

CP-20-002 Leo Gukeisen - Corrected a statement that he made regarding impact fees during the city council meeting on December 17, 2019.

Citizens Comments

No one signed up to speak.

Consent Agenda

MN-20-001 Consider Minutes of Regular City Council Meeting of December 10, 2019.

MN-20-002 Consider Minutes of Regular City Council Meeting of December 17, 2019.

RS-20-001 Consider a memorandum/resolution amending the acceptance of the Victims of Crime Act (VOCA) Crisis Assistance Program grant through the Office of the Governor, Criminal Justice Division.

RS-20-002 Consider a memorandum/resolution appointing citizens to Animal Advisory Committee, Community Development Advisory Committee, Killeen Volunteers, Inc., and Planning and Zoning Commission.

RS-20-003 Consider a memorandum/resolution appointing a Council Member to Killeen Temple Metropolitan Planning Organization and appointing the City Manager to the Killeen Temple Metropolitan Planning Organization Technical Advisory Committee.

Motion was made by Councilmember Menking to approve consent agenda items. Motion was seconded by Mayor Pro Tem Kilpatrick. Motion carried unanimously.

Ordinances

PH-19-049 Consider an ordinance requested by Quintero Engineering, L.L.C. on behalf of Leslie Shelley (**Case #Z19-26**) to rezone approximately 4.153 acres, being out of the W. H. Cole Survey, Abstract No. 200, from "CD" (Cemetery District) to "CD" (Cemetery District) with a Conditional Use Permit (CUP) for "SF-2" (Single-Family Residential District) and from "A" (Agricultural District) to "SF-2" (Single -Family Residential District). The property is locally known as 211 Viola Drive, Killeen, Texas. (Tabled from December 17, 2019 Regular City Council Meeting)

The City Secretary read the caption of the ordinance.
AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 4.153 ACRES, BEING OUT OF THE W. H. COLE SURVEY, ABSTRACT NO. 200 FROM "CD" (CEMETERY DISTRICT) TO "CD" (CEMETERY DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) FOR "SF-2" (SINGLE-FAMILY RESIDENTIAL DISTRICT) AND FROM "A" (AGRICULTURAL DISTRICT) TO "SF-2" (SINGLE -FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Tony McIlwain, Interim Executive Director of Planning. During the applicant's time to address City Council on December 17, 2019, Mr. Quintero advised City Council that the applicant has reconsidered the request and would like to change the initial request to the recommendation of staff and the Planning and Zoning Commission, which is for SR-1 size lot, setback with 7' side yard. City Council tabled the item with a request to bring back to the January 7, 2020 Workshop Meeting.

Motion was made by Mayor Pro Tem Kilpatrick to approve PH-19-049 with SR-1 size lot, setback with 7' side yard. Motion was seconded by Councilmember Nash-King. Motion carried 5 to 1 with Councilmember Harris in opposition.

Public Hearings

PH-20-001 **HOLD** a public hearing and consider an ordinance requested by Terry Tilghman of Integrated Power Company, on behalf of Yong Mullins (**Case #Z19-28**), to rezone approximately 3.807 acres, being out of the R. A. McGee Survey, Abstract No. 561, from "A" (Agricultural District) to "A" (Agricultural District) with a Conditional Use Permit (C.U.P.) for storage of construction equipment. The property is addressed as 259 Cloud Lane, Killeen, Texas.

The City Secretary read the caption of the ordinance.
AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 3.807 ACRES, BEING OUT OF THE R. A. MCGEE SURVEY, ABSTRACT NO. 561, FROM "A" (AGRICULTURAL

DISTRICT) TO "A" (AGRICULTURAL DISTRICT) WITH A CONDITIONAL USE PERMIT (C.U.P.); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Tony McIlwain, Interim Executive Director of Planning. The property is designated as Rural "R" on the City's Future Land Use Map (FLUM); and, the request does not trigger the need for a FLUM amendment. Staff notified seven (7) surrounding property owners within 400' of the subject site regarding this request with no responses being received. Staff recommends that the City Council approve the applicant's C.U.P. request with the following conditions: the applicant shall return the property to the condition that it was prior to the proposed use; a storm water prevention program shall be in effect for the duration of the proposed use; no permanent development of pad sites or structures will take place on the site that would require the issuance and approval of permits; and, the C.U.P. is limited to a duration of 12 months. The Planning and Zoning Commission recommended approval of the applicant's C.U.P. request (with staff conditions) by a vote of 5 to 0.

Mayor Segarra invited the applicant to address City Council.

The applicant was not in attendance.

Mayor Segarra opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Johnson to approve PH-20-001 with staff's recommendations. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

PH-20-002 **HOLD** a public hearing and consider an ordinance requested by Dusty Inc. c/o Rick Morris (**Case #Z19-29**) to rezone part of Lot 3, Block 1, Morris Subdivision Phase One, from "B-3" (Local Business District) to "R-2" (Two Family Residential District) for duplex development. The property is addressed as 1011 Anna Lee Drive, Killeen, Texas.

The City Secretary read the caption of the ordinance.
AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF PART OF LOT 3, BLOCK 1, MORRIS SUBDIVISION PHASE ONE, FROM "B-3" (LOCAL BUSINESS DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Tony McIlwain, Interim Executive Director of Planning. The property is designated as 'General Residential' ('GR') on the City's Future Land Use Map (FLUM); and, the applicant's request is consistent with the FLUM. Staff notified fifty-seven (57) surrounding property owners within 400' of the subject site regarding this request. Staff received three responses in support. Two

individuals spoke in opposition to the applicant's zoning request during the Planning & Zoning Commission meeting. Staff recommends that the City Council approve the applicant's "R-2" zoning request. The Planning and Zoning Commission recommended approval of the applicant's "R-2" zoning request by a vote of 5 to 0.

Mayor Segarra invited the applicant to address City Council.

Mr. Renau from Mitchell & Associates spoke in support of the request.

Mayor Segarra opened the public hearing.

Ms. Mellisa Brown spoke against the request.

With no one else appearing, the public hearing was closed.

Mr. Menking inquired if the applicant would be opposed to amending their request and consider rezoning the property to R-1. Motion was made by Councilmember Nash-King to table PH-20-002 until the next meeting. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

Adjournment

With no further business, upon motion being made by Councilmember Fleming, seconded by Mayor Pro Tem Kilpatrick, and unanimously approved, the meeting was adjourned at 5:34 p.m.

City of Killeen

Legislation Details

File #:	RS-20-004	**Version:** 1	**Name:**	Procurement of fleet vehicles and equipment
Type:	Resolution		**Status:**	Resolutions
File created:	12/31/2019		**In control:**	City Council
On agenda:	1/28/2020		**Final action:**	
Title:	Consider a memorandum/resolution authorizing the procurement of fleet vehicles and equipment.			
Sponsors:	Animal Services, Fire Department, Fleet Services, Police Department, Public Works Department, Solid Waste, Transfer Station, Water & Sewer			
Indexes:				
Code sections:				
Attachments:	Staff Report Caldwell Quotes Chastang Quote Freightliner Quote Holt Quote Rockdale Quote Rush Quote Sterling Quote Certificate of Interested Parties Presentation			

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council Workshop		

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STAFF REPORT

DATE: **January 21, 2020**

TO: **Kent Cagle, City Manager**

FROM: **Jonathan Locke, Executive Director of Finance**

SUBJECT: **Procurement of Fleet Replacement Vehicles**

BACKGROUND AND FINDINGS:

Funding for the acquisition of replacement vehicles and equipment was approved as part of the City's FY 2020 Budget process. The Fleet Services Division maintains an annual vehicle and equipment replacement schedule. The criteria used to establish this replacement schedule is based upon available funding, number of vehicles per category, age, mileage/hours, repair costs, and department/division feedback. The annual fleet replacement budget for FY 2018 and FY 2019 was $4,444,596 and $4,613,300, respectively. The FY 2020 Budget includes $4,493,400 for fleet replacement, and $996,700 for new fleet, totaling $5,490,100.

The City Manager approved two decision packages that included the purchase of three new automated side loaders ($915,000) for Solid Waste and two new water distribution trucks ($81,700) for Water and Sewer. There are a total of 70 pieces of fleet approved to be purchased in the FY 2020 Budget, including the five new pieces of fleet approved by the City Manager. A total of 31 pieces of fleet are included in this request. The request includes 29 pieces of fleet that have exceeded their useful life and are being replaced, and two new trucks for Water Distribution. The number of procurements per category is listed below:

Category	Description	Qty.
Public Safety	16 Interceptors, 3 Ambulances, 1 Van	20
Public Works	8 Trucks, 1 Construction Equip.	9
Recreation	2 Truck	2

The existing vehicles being replaced are on average 14 years of age and have an average of 153,000 miles.

THE ALTERNATIVES CONSIDERED:

1.) Defer replacement, which could cause the departments to operate in a reduced resource capacity, incur increased maintenance costs, and lose any remaining residual value in the existing vehicles.

2.) Replace the vehicles in order to provide safe and effective services and achieve the least cost of ownership.

Which alternative is recommended? Why?

The second alternative is recommended in order to meet the departments' mission and operate in the safest and most cost effective manner.

CONFORMITY TO CITY POLICY:

The Fleet Department is seeking approval to purchase replacement vehicles for various departments through cooperative contracts. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

The purchase pricing from Caldwell Country Chevrolet utilizing the TASB BuyBoard Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
Animal Serv.	Chevrolet 2500 Chassis	1	$26,947.00	$26,947.00
SW Com.	Chevrolet 1500 Truck	1	$22,175.00	$22,575.00*
SW Com.	Chevrolet 1500 Stake Bed Truck	1	$28,752.00	$28,752.00
Water Dist.	Chevrolet 3500 Service Body Truck	2	$42,055.00	$84,110.00
Water Dist.	Chevrolet 1500 Truck	1	$22,840.00	$22,840.00
W&S Ops.	Chevrolet 3500 Service Body Truck	1	$42,055.00	$42,055.00

*Includes $400.00 BuyBoard fee for all Caldwell Country Chevrolet purchases

The purchase pricing from Chastang Ford utilizing the TASB BuyBoard Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
SW Com.	Ford F550 Container Hauler Truck	1	$60,296.00	$60,296.00

The purchase pricing from Freightliner of Austin utilizing the TASB BuyBoard Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
San. Sewer	Freightliner/Warren Dump Truck	1	$107,150.00	$107,150.00

The three (3) year lease with purchase option pricing from Holt Caterpillar, with financing provided by Caterpillar Financial Services Corp., for the Solid Waste Transfer Station wheel loader (replacing an existing loader whose lease expires 3/20/20) utilizing the Sourcewell Cooperative is as follows:

Make/Model	Monthly Cost	Purchase Option	Total Cost 3-yr if Purchased
Caterpillar 938M	$3,031.39	$112,455.00	$221,585.04

The purchase pricing from Rockdale Country Ford utilizing the TASB BuyBoard Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
Police	Ford Explorer Interceptor	16	$72,784.50	$1,164,552.00
Police	Ford T350 Transit Cargo Van	1	$35,840.00	$36,240.00*

*Includes $400.00 BuyBoard fee for all Rockdale Country Ford purchases

The purchase pricing from Rush Truck Center utilizing the TASB BuyBoard Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
Animal Serv.	Ford F250 Truck and Module	1	$63,574.25	$63,574.25

The purchase pricing from Sterling McCall Ford utilizing the HGACBuy Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
Fire	Ford F450 Ambulance Re-Chassis	3	$164,650.00	$493,950.00

What is the amount of the expenditure in the current fiscal year? For future years?

Category	FY20
Public Safety	$1,694,742.00
Public Works	$382,934.95
Recreation	$90,521.25
Total	$2,168,198.20

Is this a one-time or recurring expenditure?

These are one-time expenditures except for the Solid Waste Transfer Station loader lease. The loader lease recurring expenditure is as follows:
May - Sep. FY20 = $15,156.95
Oct - Sep. FY21 = $36,376.68
Oct - Sep. FY22 = $36,376.68
Oct - Apr. FY23 = $21,219.73

Is this expenditure budgeted? If not, where will the money come from?

These expenditures are budgeted in the following accounts:

Division/Department	Account	Cost	Available Funds*
Animal Services	349-3070-428.61-10	$90,521.25	$95,663.11
Fire	349-7070-442.61-10	$493,950.00	$555,774.00
Police	349-6000-441.61-10	$1,200,792.00	$1,262,960.46
Solid Waste Commercial	388-3465-439.61-10	$111,623.00	$181,607.52
Solid Waste Transfer Station	540-3475-439.44-10	$15,156.95	$18,170.48
Sanitary Sewer	387-3415-437.61-10	$107,150.00	$164,415.00
Water & Sewer Operations	387-3420-438.61-10	$42,055.00	$83,264.25
Water Distribution	387-3410-436.61-10	$106,950.00	$138,455.05

*Budget for fleet approved in FY 2019 will be available following approval of budget amendment.

Is there a sufficient amount in the budgeted line-item for this expenditure?

Yes, per above available funds.

RECOMMENDATION:

Staff recommends that City Council approve the procurement of the fleet, and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Animal Services
Fire Department
Police Department
Public Works Department
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Quotes
Certificates of Interested Parties

QUOTE# 001-UNIT 787 **CONTRACT PRICING WORKSHEET**

End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: FRANK TYDLACKA GRANT ROACH	CALDWELL COUNTRY
Email: FTYLACKA@KILLEENTEXAS.GOV GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-750-7789 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: DECEMBER 4, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET 2500HD SILVERADO 4X2 DOUBLE C&C CC20953	

A Base Price & Options:	$26,947

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-DOUBLE CAB, 56" CA-CHASSIS CAB, 10,200#GVWR, 6.6L-V8 GAS, 6-SPD AUTOMATIC, 3.73 LOCKING REAR AXLE DIFFERENTIAL, FULL SIZE SPARE TIRE AND WHEEL, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, OEM UPFITTER SWITCH KIT PACKAGE, REAR VISION CAMERA PREP KIT	INCL		(ANIMAL CONTROL)	
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc…)					
Subtotal D					**INCL**
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)					**$26,947**
Quantity Ordered					**1**
Subtotal E					**$26,947**
F Non-Equipment Charges (Trade-In, Warranty, Etc…)					
BUY BOARD FEE ($400 PER PO, NOT PER UNIT)					**N/I**
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					**$26,947**
		Estimated Delivery Date:			**120 DAYS APPX**

QUOTE# 001-447 (Q82174) **CONTRACT PRICING WORKSHEET**

End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: GRANT ROACH	CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: NOVEMBER 11, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET 1500 SILVERADO 4X2 REGULAR CAB C&C CC10903	

A Base Price & Options:	$28,752

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 6,800#GVWR, 4.3L-V6, 6-SPD AUTOMATIC, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, REAR VISION CAMERA, SPECIAL BODY, TOW PACKAGE, STROBES, ALL PER ATTACHED	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)

Subtotal D	INCL

E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	**$28,752**
Quantity Ordered	**1**
Subtotal E	**$28,752**
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE ($400 PER PO, NOT PER UNIT)	**N/I**
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	**$28,752**

Estimated Delivery Date:	**120-150 DAYS APPX**

QUOTE# 001-427 **CONTRACT PRICING WORKSHEET**

End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: GRANT ROACH	CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: OCTOBER 23, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET 1500 SILVERADO 4X2 REGULAR CAB LWB CC10903	

A Base Price & Options:	$22,175

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 6,800#GVWR, 4.3L-V6, 6-SPD AUTOMATIC, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, 8' BED, REAR STEP BUMPER, REAR VISION CAMERA	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$22,175
Quantity Ordered	1

Subtotal E		**$22,175**
F Non-Equipment Charges (Trade-In, Warranty, Etc…)		
BUY BOARD FEE ($400 PER PO, NOT PER UNIT)		**$400.00**
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		**$22,575**
	Estimated Delivery Date:	**90-120 DAYS APPX**

QUOTE# 001A-529&528 (Q82403) CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: GRANT ROACH	CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: DECEMBER 8, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET 3500HD SILVERADO 4X4 CREW CAB W-UTL CK30943	

A Base Price & Options:	$42,055

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-CREW CAB, 14,000#GVWR-DUAL REAR WHEEL, 56″ CA, 6.6L-V8 GAS, 6-SPD AUTOMATIC, 3.73 LOCKING REAR AXLE DIFFERENTIAL, SPARE WHEEL AND TIRE, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, OEM INTEGRATED TRAILER BRAKE CONTROLLER, OEM REAR CAMERA PREP KIT PROVISION, 8′ KNAPHEIDE 596D54 STANDARD SERVICE BODY, 3 COMPARTMENTS PER SIDE, 20″ DEEP COMPARTMENTS, STANDARD SHELVING AND DIVIDERS, 54″ WIDE FLOOR, FULL CARGO AREA SPRAY LINER, 8″ WIDE TREADPLATE STEEL BUMPER, LED LIGHTS, REFLECTOR, BLACK MUD FLAPS, PAINT OUTISDE WHITE TO MATCH CAB, INSTALL OEM CAMERA ON BODY, CLASS V REAR HITCH W/7-WAY/4-WAY PLUG	INCL			

	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B	INCL
C Unpublished Options	

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$42,055
Quantity Ordered	2
Subtotal E	$84,110
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE ($400 PER PO, NOT PER UNIT)	N/I
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$84,110

Estimated Delivery Date:	150-180 DAYS APPX

QUOTE# 001A-514 (Q82403) **CONTRACT PRICING WORKSHEET**

End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: GRANT ROACH	CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: DECEMBER 13, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872

Product Description: 2020 CHEVROLET 3500HD SILVERADO 4X4 CREW CAB W-UTL CK30943

A Base Price & Options:	$42,055

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-CREW CAB, 14,000#GVWR-DUAL REAR WHEEL, 56" CA, 6.6L-V8 GAS, 6-SPD AUTOMATIC, 3.73 LOCKING REAR AXLE DIFFERENTIAL, SPARE WHEEL AND TIRE, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, OEM INTEGRATED TRAILER BRAKE CONTROLLER, OEM REAR CAMERA PREP KIT PROVISION, 8' KNAPHEIDE 596D54 STANDARD SERVICE BODY, 3 COMPARTMENTS PER SIDE, 20" DEEP COMPARTMENTS, STANDARD SHELVING AND DIVIDERS, 54" WIDE FLOOR, FULL CARGO AREA SPRAY LINER, 8" WIDE TREADPLATE STEEL BUMPER, LED LIGHTS, REFLECTOR, BLACK MUD FLAPS, PAINT OUTISDE WHITE TO MATCH CAB, INSTALL OEM CAMERA ON BODY, CLASS V REAR HITCH W/7-WAY/4-WAY PLUG	INCL			

	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)

Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	$42,055
Quantity Ordered	1
Subtotal E	$42,055
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE ($400 PER PO, NOT PER UNIT)	N/I
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$42,055
Estimated Delivery Date:	150-180 DAYS APPX

QUOTE# 001-561 **CONTRACT PRICING WORKSHEET**

End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: GRANT ROACH	CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: DECEMBER 13, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872

Product Description: 2020 CHEVROLET 1500 SILVERADO 4X2 REGULAR CAB LWB CC10903

A Base Price & Options:	$22,840

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 6,800#GVWR, 4.3L-V6, 6-SPD AUTOMATIC, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, 8' BED, REAR STEP BUMPER, REAR VISION CAMERA, SPRAY ON BEDLINER, TRAILER TOW PACKAGE	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D	INCL

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	$22,840
Quantity Ordered	1
Subtotal E	$22,840
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE ($400 PER PO, NOT PER UNIT)	N/I
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$22,840
Estimated Delivery Date:	90-120 DAYS APPX

No Israel Boycott Certification

Texas Government Code, Chapter 2270, provides that a governmental entity – including a city – may not enter into certain contracts with a company for goods or services unless the contract contains a written verification that the company does not boycott Israel and will not boycott Israel during the term of the contract. The verification is specifically required when a governmental entity 1) enters into a contract with a company with ten (10) or more full-time employees, and 2) the contracts is valued at $100,000 or more to be paid wholly or partly from public funds.

"Boycott Israel" is defined in Texas Government Code 808.001 to mean refusing to deal with, terminating business activities with, or 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 Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By signing below, I verify that the company listed below does not boycott Israel and will not boycott Israel during the term of the contracted entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

Caldwell Country Chevrolet
Company Name

Averyt Knapp
Printed Name

Fleet Director
Title

12/19/2019
Date

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-18	Date Prepared:	12/26/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF KILLEEN	Contractor:	CHASTANG FORD
Contact Person:	GRANT ROACH	Prepared By:	ED MILLER
Phone:	254-501-7798	Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:	Groach@killeentx.gov	Email:	EMILLER@CHASTANGFRD.COM

Product Code:	B4	Description:	2020 FORD F550 DIESEL

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 33749

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
X8L - 4.88 LIITED SLIP AXLE	360	IN1 - LOT INSURANCE 7 X 150	1020
68M - 19500 LB GVWR`	1155	31P - SHIP THRU PDI FOR CHASSIS TO BODY CO	225
90L - POWER EQUIP GROUP	915	REINF1 - REINFORCE FRAME FOR \BODY INSTALL	475
585 - AM/FM/MP3	550	SF12 - 12' FLATBED	4475
626 - PTO PROVISION	2850		
165WB- 159" WB	174		
65M - MID SHIP TANK	125		
67H - HD FRONT SUSP	125		
68S - LED STROBES	675		
98R - OPERATOR COMMAND REGRN	250		
WT2 - BFT WORK TRUCK PACKAGE	1595	Subtotal From Additional Sheet(s):	
FLR1 - FLOOR PLAN INTEREST 150 X 14	2100	Subtotal B:	17069

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SWAP CONTAINER CARRIER EQUIP	8000		
HOT SHIFT PTO	478	Subtotal From Additional Sheet(s):	
		Subtotal C:	8478

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 17%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	59296	=	Subtotal D:	59296

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date: 24-28 WEEKS **G. Total Purchase Price (D+E+F):** 60296

HGACBuy THE SMART PURCHASING SOLUTION

No Israel Boycott Certification

Texas Government Code, Chapter 2270, provides that a governmental entity – including a city – may not enter into certain contracts with a company for goods or services unless the contract contains a written verification that the company does not boycott Israel and will not boycott Israel during the term of the contract. The verification is specifically required when a governmental entity 1) enters into a contract with a company with ten (10) or more full-time employees, and 2) the contracts is valued at $100,000 or more to be paid wholly or partly from public funds.

"Boycott Israel" is defined in Texas Government Code 808.001 to mean refusing to deal with, terminating business activities with, or 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 Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By signing below, I verify that the company listed below does not boycott Israel and will not boycott Israel during the term of the contracted entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

Edward Miller
Printed Name

12-26-19
Date

Chastang Ford
Company Name

Commercial Sales Mgr
Title

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721
Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

INV.

PURCHASING NAME			TELEPHONE
CITY OF KILEEN			254-501-7789
ADDRESS	CITY	STATE	ZIP CODE
101 N. COLLEGE ST.	KILEEN	TX	76541

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2021	FREIGHTLINER	114SD	ORDER	

A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed $50.00. This notice is required by law.

El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de mandejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los $50.00 (U.S.) Este aviso es requerido bajo la ley.

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller , *Freightliner of Austin* , hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

MILEAGE:	
BUY BOARD CONTRACT #601-19	
CHASSIS BASE MODEL PRICE	$57,696.00
CHASSIS OPTION EQUIPMENT PRICE	$28,488.00
WARREN 13' DUMP BODY	$19,670.00
DELIVER TO KILLEEN TX	$286.00
SET OF FILTERS	$410.00
ONE YEAR TWOWING WARRANTY	$200.00
BUY BOARD FEE	$400.00
ITEM 6.2 DAILEY WELLS XG-75 PORTABLES NOT INCLUDED IN QUOTE	

CUSTOMER SIGNATURE

SALESMAN SIGNATURE KEVIN KRIEG

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale. "

MILEAGE: **TRADE-IN**

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE: **TRADE-IN**

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	107,150.00
PAYOFF TO:		**Trade Allowance**	N/A
ADDRESS:		**Trading Difference**	N/A
TELEPHONE: / FAX:		**Sales Tax**	N/A
GOOD UNTIL:		**Vehicle Inventory Tax**	N/A
QUOTED BY:		**License Fee**	N/A
SHOW LIEN TO:	Body Type:	**Documentary Fee**	N/A
ADDRESS:	License Wt.:	**Federal Excise Tax**	N/A
	State Insp.:	**TOTAL SALE PRICE**	107,150.00
DATED: LIEN AMOUNT $	License:	**Payoff on Trade**	
DRAFT FOR $	Title:	**Ext. Service Agreement**	
DRAFT THRU:	Transfer:	**Less Deposit**	
ADDRESS:		**Total Balance Due**	107,150.00

Full disclosure required by federal regulation "Z", The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be liable for failure to effect delivery. This order is not binding on the dealer until approved by an officer of Freightliner of Austin at its office in Austin, Texas

No Israel Boycott Certification

Texas Government Code, Chapter 2270, provides that a governmental entity – including a city – may not enter into certain contracts with a company for goods or services unless the contract contains a written verification that the company does not boycott Israel and will not boycott Israel during the term of the contract. The verification is specifically required when a governmental entity 1) enters into a contract with a company with ten (10) or more full-time employees, and 2) the contracts is valued at $100,000 or more to be paid wholly or partly from public funds.

"Boycott Israel" is defined in Texas Government Code 808.001 to mean refusing to deal with, terminating business activities with, or 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 Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By signing below, I verify that the company listed below does not boycott Israel and will not boycott Israel during the term of the contracted entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

Printed Name

12/19/19
Date

Freightliner of Austin
Company Name

Vice President
Title

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: City of Killeen - 938M - 36M CVO

Address
City
State
Zip code
County

Good if:
Acknowledged by Jan-22-20
Funded by Jan-22-20

DEALER

HOLT TEXAS, LTD
Sales person
Dealer contact
Telephone

Quote number 642-2533
Fax number
Quote date 12/23/2019
Quote time 12:08:17

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type CAT VALUE OPTION
Number of payments 36 Monthly
Payments in Arrears

Purchase option Stated option
Equipment Construction
Quoted by haleypw
Report created by haleypw

	Model	ADR Code	Ann. Hours	Qty	Amount Financed	Payment	Purchase Option
New	938M	15.00	1500	1	193,136.00	3,031.39	112,455.00

Special Conditions:

938M
Model Year - 2020, Standard Environment; Major Attachments-Cab, Air Conditioning, Tires; Blades/Buckets/Rippers-General Purpose Bucket

	Model	Insurance	Payment w/Insurance
New	938M	177.46	3,208.85

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amounts. Under the CAT Master Tax Lease and CAT Long Term Rental Agreement, a lessee is required to indemnify the lessor for loss of tax benefits.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
2120 West End Avenue, Nashville, TN 37203
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by: Acknowledged by:

SALES AGREEMENT

DATE Nov 22, 2019
Agreement Number: 247301

HOLT TEXAS LTD., 5665 Southeast Loop 410, San Antonio, TX78222 Phone: (800) 275-4658

SOLD TO	CUSTOMER	CITY OF KILLEEN FLEET SERVICES	SHIP TO <SAME>
	STREET ADDRESS	PO BOX 1329	
	CITY/STATE	KILLEEN, TX	COUNTY/COUNTRY BELL, UNITED STATES
	POSTAL CODE	76540-1329	PHONE NO 254 634 2191
	CUSTOMER CONTACT: EQUIPMENT	FRANK TYDLACKA - 254 501 7789	
	PRODUCT SUPPORT	FRANK TYDLACKA - 254 501 7789	
	INDUSTRY CODE:	LOCAL GOVERNMENT (PS93)	PRINCIPAL WORK CODE
			FOB AT Waco - Machine Division SHIP VIA: Customer Arranged

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable) - TYPE: N/A	CUSTOMER PO NUMBER	LKE (Yes / No)
0668055	TX MUNICIPALITY		

TERMS

PAYMENT TERMS (Payment Terms are subject to Finance Company – OAC approval)

NET PAYMENT ON RECEIPT OF INVOICE ☐	NET ON DELIVERY ☐	FINANCIAL SERVICES	☑ CSC	☐ LEASE	☐ Net 30		
CASH WITH ORDER N/A	BALANCE TO FINANCE N/A	CONTRACT INTEREST RATE N/A	RELEASE NUMBER				

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: TBA | MODEL: 938M | YEAR: TBA
ID NUMBER: TBA | SERIAL NUMBER: TBA | SMU: TBA

938M WHEEL LOADER	536-5303	RADIO, BLUETOOTH, AUX, MIC	372-1868	GUARD, DRIVESHAFT	349-8164
LANE 2 - AVAILABLE FROM CLAYTON FACTORY - US & Canada ONLY!		LANE 3 ORDER	OP-9003	GUARD, STEERING CYLINDER	430-2917
PREP PACK, UNITED STATES	430-2943	PRODUCT LINK, CELLULAR PL641	565-0908	GUARD, HITCH	391-1990
STEERING, STANDARD	333-6858	TIRES, 20.5R25 TI MXL * L3	376-0830	FILM GP, WASTE HANDLER	387-4096
DIFFERENTIAL, OPEN REAR	349-8014	FENDERS, DEFLECTORS	419-8851	BUCKET-LM, 6.5 YD3, PO, BOCE	360-3334
ENVIRONMENT, STANDARD	536-5320	COUNTERWEIGHT, STANDARD, LIGHT	348-4657		
WEATHER, STANDARD	454-0612	TOOLBOX AUX, NONE	519-8081		
ENGINE, 938	536-5268	KIT,SERIALIZED TECHNICAL MEDIA	OP-2491		
HYDRAULICS, 2V, PIN-ON, SL	536-5341	CAMERA, REAR VIEW	377-5635		
HYDRAULICS, STANDARD	536-5284	DETECTION, OBJECT (RADAR)	377-5660		
LINES, AUX 3RD, NONE	536-5329	WARNING, BEACON, LED STROBE	333-1425		
JUMPER LINES, NONE	536-5339	GUARD, WINDSHIELD	342-0250		
LIGHTS, AUX, LED, PREMIUM	559-0844	GUARD, POWERTRAIN, LOWER	349-8165		
CAB, DELUXE	536-5309	GUARD, POWERTRAIN, SIDE	425-1425		
SEAT, DELUXE	563-5967	GUARD, CRANKCASE	349-8163		

TRADE-IN EQUIPMENT

MODEL: _____ YEAR: _____ SN: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
MODEL: _____ YEAR: _____ SN: _____
PAYOUT TO: _____ AMOUNT: _____ PAID BY _____
MODEL: _____ YEAR: _____ SN: _____
PAYOUT TO _____ AMOUNT _____ PAID BY _____
MODEL: _____ YEAR _____ SN: _____
PAYOUT TO _____ AMOUNT: _____ PAID BY _____

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE

TERMS OF SALE	
SALE PRICE	$192,736.00
EXT WARRANTY	Included
SUB TOTAL	**$192,736.00**
DOCUMENT FEE	$400.00
TOTAL PURCHASE PRICE	**$193,136.00**

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:

HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY

HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT

EQUIPMENT WARRANTY

Customer acknowledges that he has received a copy of any warranty and has read and understood said warranty All used equipment is sold as is where is and no warranty is offered or implied except as specified herein
12 Month/Unlimited Hours Total Machine
3YR / 6000 HOUR PREMIER WARRANTY

INITIAL

CSA:

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

Date Nov 22, 2019
Bryan Taylor(900)
ORDER RECEIVED BY
SALES MANAGER
SIGNATURE
TITLE

Date
CITY OF KILLEEN FLEET SERVICES
CUSTOMER
By
SIGNATURE
TITLE

ADDITIONAL TERMS AND CONDITIONS

1. AGREEMENT: This Agreement becomes binding on Holt only upon Holt's execution of this Agreement, and subject to the availability of the Equipment from the manufacturer. Customer shall inspect the Equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the Equipment in good and operating condition unless the Customer promptly notifies Holt of any defects, in writing and via telephone. Holt shall have the right, at its option, to either repair or replace the Equipment, or terminate this Agreement, in which event the Equipment shall be returned to Holt. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of Holt.

2. TITLE TO EQUIPMENT: Title to the Equipment shall pass to the Customer only upon Holt's actual receipt of funds in the total amount of the Purchase Price and other sums due to Holt hereunder.

3. TAKEN IN TRADE: Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto Holt to the Trade-In Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-In Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment , of record or otherwise.

4. TAXES: Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the Equipment.

5. CUSTOMER'S WARRANTIES AND USE: In addition to the other warranties contained herein, Customer warrants that (i) if Customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the Equipment shall at all times be used solely for Customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only Customer's employees (who must be skilled, trained and certified to do so) shall use the Equipment. Customer hereby further agrees and warrants that (I) any payments made pursuant to this Agreement are intended by the Customer to be a contemporaneous exchange for new value given to Customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by Customer under this Agreement is in the ordinary course of business or financial affairs of Customer and Holt, and such payment was made in the ordinary course of business or financial affairs of Customer and Holt, or made according to ordinary business terms.

6. LOSS AND DAMAGE: Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the Equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the Equipment is paid in full, Customer shall promptly give Holt written notice of any loss or damage and reimburse Holt for the value of the Equipment if damaged or stolen. Holt's sole responsibility for shipments shall be to deliver the Equipment to a public carrier company.

7. SECURITY AGREEMENT: Customer hereby grants to Holt a continuing purchase money security interest in the Equipment and any and all additions, substitutions and all proceeds thereof to secure Customer's obligations hereunder whether now existing or hereafter created and all renewals, extensions and rearrangement of such liabilities. Customer appoints Holt as Customer's irrevocable attorney-in-fact to file, at Customer's cost, any financing statement (and any amendments, renewals and related instruments) on the Equipment: (i) to perfect a security interest in the Equipment, and/or (ii) to release, terminate, and void Customer's interest in the Equipment. The date of delivery, for purposes of filing any financing statement, shall be the date on which the Equipment is put into service and "made ready" or invoiced by Holt, whichever is later.

8. EVENTS OF DEFAULT: The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when Holt deems itself insecure with respect to Customer's performance; (4) Customer fails to perform any of Customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.

9. REMEDIES ON DEFAULT: In the event of any default by Customer, Holt is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the Equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the Equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, Holt may take possession of the Equipment and sell, relet or otherwise dispose of the Equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by Holt; (g) recover deficiency from Customer; and/or (h) perform by itself, or cause performance of, Customer's obligation, at Customer's cost. In no event shall Holt be required to sell or relet the Equipment, nor required to rebate or pay back any gain or profit as a result of leasing the Equipment. Holt's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

___ ___ **10. INDEMNITY: TO THE EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS HOLT AND HOLT'S PARTNERS, EMPLOYEES,AGENTS, REPRESENATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY,COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMEROR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.**

11. ASSIGNMENT: HOLT may assign any of its rights and obligations hereunder without notice, including, but not limited to, assignment of the HOLT equipment sale and/or trade-in purchase rights under this Agreement to HLKE, Inc. No assignee of HOLT, including HLKE, Inc., as qualified intermediary or the assignee's officers, directors, agents, or employees, shall be obligated to perform any covenant, condition or obligation required to be performed by HOLT hereunder. However, in the event any assignee agrees to assume the obligations of HOLT, Customer agrees that HOLT shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights hereunder shall be assignable by Customer without the prior written consent of HOLT.

12. INSURANCE COVERAGES: Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability insurance, each with minimum $1,000,000 per occurrence and shall deliver to Holt a Certificate of Insurance evidencing same. Such insurance obtained by Customer shall be primary.

13. NOTICES: All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice.

14. MISCELLANEOUS: This Agreement may only be modified by a written agreement signed by Holt. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one Customer, the obligations of Customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of Holt and Customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in either ~~Dallas~~ **Bell** County ~~or Bexar County~~, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning suchequipment, including condition, and operation are being transmitted to Caterpillar Inc,, and its affiliates. The full privacy statement applicable to thetransfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at:
ttp://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html.

___ ___ ~~**Right to a jury trial is hereby waived by all parties.**~~

___ ___ ~~**15. ARBITRATION: Parties agree to submit to binding arbitration for any dispute arising out of or relating to this transaction. Either party may initiate arbitration which shall be conducted in accordance with commercial arbitration rules of the American Arbitration Association; in San Antonio, Bexar County, Texas. Each party shall bear its own costs and attorney's fees unless the arbitrators award such fees to a party; each party shall share equally the cost of the arbitration.**~~

Quote Prepared For:	CITY OF KILLEEN FLEET SERVICES
Sourcewell Contract Number	032119-CAT
Sourcewell Member Number	#86944
Quote Valid Through	

Machine Item #	Description:	List Price
536-5303	938M WHA WHEEL LOADER	$280,201
360-3334	BUCKET-LM, 6.5 YD3, PO, BOCE	
376-0830	TIRES, 20.5R25 TI MXL * L3	
377-5660	DETECTION, OBJECT (RADAR)	
342-0250	GUARD, WINDSHIELD	
536-5309	CAB, DELUXE	
349-8165	GUARD, POWERTRAIN, LOWER	
377-5635	CAMERA, REAR VIEW	
563-5967	SEAT, DELUXE	
359-0844	LIGHTS, AUX, LED, PREMIUM	
349-8163	GUARD, CRANKCASE	
430-2917	GUARD, STEERING CYLINDER	
372-1868	RADIO, BLUETOOTH, AUX, MIC	
391-1990	GUARD, HITCH	
349-8164	GUARD, DRIVESHAFT	
425-1425	GUARD, POWERTRAIN, SIDE	
419-8851	FENDERS, DEFLECTORS	
333-1425	WARNING, BEACON, LED STROBE	
387-4096	FILM GP, WASTE HANDLER	
348-4657	COUNTERWEIGHT, STANDARD, LIGHT	
519-8081	TOOLBOX AUX, NONE	
0P-2491	KIT,SERIALIZED TECHNICAL MEDIA	
0P-5003	LANE 3 ORDER	
565-0908	PRODUCT LINK, CELLULAR PL641	
430-2943	PREP PACK, UNITED STATES	
333-6858	STEERING, STANDARD	
349-8014	DIFFERENTIAL, OPEN REAR	
536-5320	ENVIRONMENT, STANDARD	
454-0612	WEATHER, STANDARD	
536-5268	ENGINE, 938	
536-5341	HYDRAULICS, 2V, PIN-ON, SL	
536-5284	HYDRAULICS, STANDARD	
536-5329	LINES, AUX 3RD, NONE	
536-5339	JUMPER LINES, NONE	

Machine Total		**$280,201**
Sourcewell Machine Discount (%)	24%	$ (67,248)
Caterpillar Customer Loyalty Discount		$ (20,217)
Machine Sub Total		**$192,736**

Additional Required Items Not Subject To Discount Description:	Price
Machine Prep	INCLUDED
Delivery to customer location	INCLUDED
3-year/6,000 hr Premier Equipment Protection Plan	INCLUDED
Cat Financial Document Fee	$400
Additional Items Total	**$0**

Grand Total	**$193,136**

No Israel Boycott Certification

Texas Government Code, Chapter 2270, provides that a governmental entity – including a city – may not enter into certain contracts with a company for goods or services unless the contract contains a written verification that the company does not boycott Israel and will not boycott Israel during the term of the contract. The verification is specifically required when a governmental entity 1) enters into a contract with a company with ten (10) or more full-time employees, and 2) the contracts is valued at $100,000 or more to be paid wholly or partly from public funds.

"Boycott Israel" is defined in Texas Government Code 808.001 to mean refusing to deal with, terminating business activities with, or 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 Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By signing below, I verify that the company listed below does not boycott Israel and will not boycott Israel during the term of the contracted entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

HOLT TEXAS, LTD.
Company Name

Michael Puryear
Printed Name

General Counsel
Title

November 18, 2019
Date

Killeen, City of

QUOTE# 001-161

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: ROCKDALE COUNTRY
Contact Name: GRANT ROACH	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: DECEMBER 13, 2019	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856

Product Description: 2020 FORD TRANSIT T350 CARGO VAN

A Base Price & Options:	$35,840

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	148" WHEELBASE, 10,360-DRW, EXTENDED LENGTH, HIGH ROOF, 3.5L-V6, 10-SPD AUTOMATIC, 4.10 L/S, VINYL BUCKETS, RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, SLIDING SIDE CARGO DOOR, SWING-OUT REAR CARGO DOORS (NO GLASS), REAR VISION CAMERA, HD TRAILER TOW PACKAGE	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$35,840
Quantity Ordered	1
Subtotal E	$35,840
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$36,240
Estimated Delivery Date:	150-180 DAYS APPX

QUOTE# 001-161

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: ROCKDALE COUNTRY
Contact Name: GRANT ROACH	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: DECEMBER 13, 2019	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856

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	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$35,840
Quantity Ordered	1
Subtotal E	$35,840
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$36,240
Estimated Delivery Date:	150-180 DAYS APPX

No Israel Boycott Certification

Texas Government Code, Chapter 2270, provides that a governmental entity – including a city – may not enter into certain contracts with a company for goods or services unless the contract contains a written verification that the company does not boycott Israel and will not boycott Israel during the term of the contract. The verification is specifically required when a governmental entity 1) enters into a contract with a company with ten (10) or more full-time employees, and 2) the contracts is valued at $100,000 or more to be paid wholly or partly from public funds.

"Boycott Israel" is defined in Texas Government Code 808.001 to mean refusing to deal with, terminating business activities with, or 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 Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By signing below, I verify that the company listed below does not boycott Israel and will not boycott Israel during the term of the contracted entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Aaron Wiley
Signature

Caldwell Country
Company Name

Aaron Wiley
Printed Name

Government Fleet Sales Executive
Title

12-16-19
Date

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*12/16/2019*
Contact for Vendor:	*COLTON KRUSE*	Phone	(830) 320-5219
End User:	*City of Killeen*		
End User Contact:	*Frank Tydlacka*	Phone/Fax	*254 251 8601*
Product Description:	*2020 Ford F-250 animal control body replaces 781*		

A: Base Price in Bid/Proposal Number: 601-19	Series: **F-250**	$ 20,150.00

B: Published Options(*Itemize Below*)

	DESCRIPTION	AMOUNT
Ford	X2A	$ 2,795.00
Ford	Power eq.	$ 915.00
Ford	Uplitter Module	$ 295.00
Ford	upfitter switches/HD alt	$ 250.00
Ford	Backup alarm/ Medium batts	$ 350.00
Ford	XL value pkg/running lts	$ 1,045.00
Subtotal Column 1:	$ 5,650.00	

OPT #	DESCRIPTION	AMOUNT
RTC-0051	21 Pt. Rush Care Inspection	$ 1,236.00
RTC-1059	Lot Insurance	$ 631.34
RTC-1060	Floorplan Interest	$ 623.26
rtc-1076	animal control body	$ 28,235.00
Subtotal Column 2:	$ 30,725.60	

Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)	$ 36,375.60
C: Subtotal of A + B	$ 56,525.60

D: Non Published Options

Hartstra Animal Control unit/options	$ 6,148.65				
Subtotal Column 1:	$ 6,148.65	Subtotal Column 2:	$ -		

Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)	$ 6,148.65

E: Contract Price Adjustment (*If any, explain here*)

Ford Freight & Material Surcharge		

F: Total of C + D +/- E	$ 62,674.25
G: Quantity ordered Units: 1.00 x	$ 62,674.25
H: BUYBOARD Administrative Fee	$ 400.00

I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)

Freight	$ 500.00	x	1		
					$ 500.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	$ 63,574.25

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By signing below, I verify that the company listed below does not boycott Israel and will not boycott Israel during the term of the contracted entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

RUSH TRUCK CENTERS of TEXAS
Company Name

RICHARD SUCRE
Printed Name

GENERAL MANAGER
Title

10/24/2019
Date

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-18	Date Prepared:	12/18/19

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUSTTherefore please type or print legibly.Therefore please type or print legibly.

Buying Agency:	Killeen Fire Department	Contractor:	Sterling McCall Ford 1476/1477/1670 HGAC
Contact Person:	Keith Foxx	Prepared By:	Pablo Cantu
Phone:		Phone:	(281) 588-5007
Fax:		Fax:	(281) 588-5150
Email:	kfoxx@killeentexas.gov	Email:	pcantu@sterlingmccallford.com

Product Code:	AM18HE10	Description:	Remount of 14' Module on Ford F-450 Diesel 4x2 Reg Cab

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: **$83,500.00**

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

	Description	Cost		Description	Cost
1080	Chassis // Suspension // LiquidSpring	$11,000.00	1263	Remount Module // Power // Furnish & install M	750.00
1073	Chassis // Running Boards // ArcRite Running Board w/	$1,000.00	1269	Remount Module // Scene Lights // Furnish & in	1,500.00
1268	Remount Module // Power Source // Furnish & install C	$7,500.00	1262	Remount Module // Power // Furnish & install L	1,500.00
1257	Remount Module // Paint // Non-White Single Stage 14'	$18,250.00	1272	Remount Module // Treadbrite // Furnish & insta	900.00
1137	Module // Exterior // Striping and lettering // Pricing //	$2,500.00	1241	Remount Module // Interior Lights // Furnish & i	3,000.00
1214	Remount Module // A/C // Furnish & install Dometic se	$6,000.00	1237	Remount Module // Front I/O // Front I/O with L	1,500.00
1213	Remount Module // A/C // A/C Compartment Retrofit	$1,500.00	1217	Remount Module // Action Wall // Furnish & ins	950.00
1061	Chassis // Heat Shielding // Heat Shielding	$1,500.00	1197	Module // Refrigerator // Engle 15 gt. Refridgera	900.00
1032	Chassis // Air Horn System // Dual 10" & 12" Air Horns	$1,050.00	1235	Remount Module // Floor // Furnish & install Al	3,100.00
1033	Chassis // Air Horn System // Fast Recover Compressor	$1,400.00	1223	Remount Module // Captains Chair // Furnish &	1,350.00
1228	Remount Module // Conspicuity // Remove Conspicuity	$600.00		**Subtotal From Additional Sheet(s):**	$5,300.00
1123	Module // Conspicuity // Conspicuity on the Rear of the	$1,500.00		**Subtotal B:**	$74,550.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Convert rear storage compartment	$1,575.00	Remove and reinstall radio equipment	$850.00
Body work	$1,550.00	**Subtotal From Additional Sheet(s):**	$1,425.00
Replace cushions	$1,000.00	**Subtotal C:**	$6,400.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	4%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	$164,450.00	=	Subtotal D:	$493,350.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	**Subtotal E:**	$600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	$0.00

Delivery Date:		**G. Total Purchase Price (D+E+F):**	$493,950.00

CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-18	Date Prepared:	12/18/19

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUSTTherefore please type or print legibly.Therefore please type or print legibly.

Buying Agency:	Killeen Fire Department	Contractor:	Sterling McCall Ford 1476/1477/167(HGAC
Contact Person:	Keith Foxx	Prepared By:	Pablo Cantu
Phone:		Phone:	(281) 588-5007
Fax:		Fax:	(281) 588-5150
Email:	kfoxx@killeentexas.gov	Email:	pcantu@sterlingmccallford.com

Product Code:		Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description		Cost	Description	Cost
1245	Remount Module // Laydown O2 // Furnish & install po	$400.00		
1098	Module // Antler and Bar // Ferno antler and bar	$800.00		
1105	Module // Cabinets // Cabinet to the Rear of the CPR Se	$900.00		
1229	Remount Module // Countertops // New Countertops	$750.00		
1221	Remount Module // Cabinets // Furnish & install lexan &	$850.00		
1040	Chassis // Camera // Replacement Rear View Mirror w/	$1,600.00		
			Subtotal From Additional Sheet(s):	
			Subtotal B:	$5,300.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
New Lexan doors on all other cabinets	$1,425.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$1,425.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:		X Subtotal of A + B + C:	$6,725.00	=	Subtotal D:	$0.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	$0.00

Delivery Date:		G. Total Purchase Price (D+E+F):	$0.00

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By signing below, I verify that the company listed below does not boycott Israel and will not boycott Israel during the term of the contracted entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

STERLING McCALL FORD
Company Name

PABLO CANTU
Printed Name

INVENTORY/FLEET MANAGER
Title

12-18-19
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2019-571706

Date Filed:
12/19/2019

Date Acknowledged:

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

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.
601-19
Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Way , Stephen	Caldwell, TX United States	X	
Hildebrand , Jon	Caldwell, TX United States		X
Knapp , Averyt	Caldwell, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Averyt Knapp, and my date of birth is 6-9-54.

My address is PO Box 27 (street), Caldwell (city), TX (state), 77836 (zip code), USA (country).

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

Executed in Burleson County, State of Texas, on the 19 day of December (month), 20 19 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2019-572582

Date Filed:
12/27/2019

Date Acknowledged:

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

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.
HGAC HT 06-18
F550 WITH BODY SWAP

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. [X]

6 UNSWORN DECLARATION

My name is EDWARD M MILLE, and my date of birth is 6/11/1949.

My address is 3823 E PEACH HOLLOW CIR (street), PEARLAND (city), TX (state), 77584 (zip code), US (country).

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

Executed in HARRIS County, State of TX, on the 27 day of DEC (month), 2019 (year).

Edward M Miller

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2019-571606

Date Filed:
12/19/2019

Date Acknowledged:

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

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.
BuyBoard 601-19
Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hempel, Carlton	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Carlton Hempel, and my date of birth is 12-5-67.

My address is 1701 Smith Rd, Austin, TX, 78721, USA
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 19 day of December, 2019.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2019-563153

Date Filed:
11/19/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Holt Texas, LTD.
San Antonio, 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.
KILLEEN, CITY OF

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.
032119-CAT
938M WHA Wheel Loader

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
TAYLOR, Bryan	Waco, TX United States		X
HOLT RICHTER, Corinna	San Antonio, TX United States	X	
HOLT, Peter J.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Michael Puryear, and my date of birth is June 10, 1959.

My address is 5665 SE Loop 410 (street), San Antonio (city), TX (state), 78222 (zip code), USA (country).

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

Executed in Bexar County, State of Texas, on the 19th day of Nov. (month), 2019 (year).

Michael Puryear

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2019-571365

Date Filed:
12/18/2019

Date Acknowledged:

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

Caldwell Country Ford dba: Rockdale Country Ford
Caldwell, 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 Killeen

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.

601-19
Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Way, Stephen	Caldwell, TX United States	X	
Hildebrand, Jon	Caldwell, TX United States		X
Knapp, Averyt	Caldwell, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Aaron Wiley, and my date of birth is June 8th 1983.

My address is 479 W. Hwy 79 (street), Rockdale (city), TX (state), 76567 (zip code), U.S.A (country).

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

Executed in Coryell County, State of Texas, on the 18 day of December (month), 20 19 (year).

Aaron Way
Signature of authorized agent of contracting business entity
(Declarant)

Statutory Declaration Regarding
Exemption from Filing Form 1295
for
Rush Truck Centers of Texas, LP

I, Michael S. Lyons, Assistant Secretary of Rushtex, Inc., a Delaware corporation and the sole general partner of Rush Truck Centers of Texas, LP, a Texas limited partnership, do hereby declare that:

1. Rush Truck Centers of Texas, LP is a wholly owned subsidiary of Rush Enterprises, Inc.
2. Rush Enterprises, Inc. is a public company traded on NASDAQ under the symbols RUSHA and RUSHB.
3. As a result of changes to Form 1295 made effective on January 1, 2018, a Form 1295 is not required for "a contract with a publicly traded business entity, ***including a wholly owned subsidiary of the business entity***. (Emphasis added.) See Texas Government Code § 2252.908(c)(4). (A copy of the statute is attached for reference.)
4. Pursuant to the foregoing, Rush Truck Centers of Texas, LP, as a wholly owned subsidiary of a public company, is not required to submit a Form 1295.

Acknowledged

Michael S. Lyons
Assistant Secretary

State of Texas)
)
County of Comal)

PERSONALLY appeared before me Michael S. Lyons who executed and attested the execution of this document.

SWORN TO BEFORE ME this 12th day of January 2018.

Cynthia Shedd
Notary Public for The State of Texas
My Commission Expires: 2/28/2019

CYNTHIA SHEDD
Notary Public
STATE OF TEXAS
My Commission Expires
02-28-2019
ID #12602250-6

TEXAS ETHICS COMMISSION

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2252. CONTRACTS WITH GOVERNMENTAL ENTITY

SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

Sec. 2252.908. DISCLOSURE OF INTERESTED PARTIES.

(a) In this section:

(1) "Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

(2) "Governmental entity" means a municipality, county, public school district, or special-purpose district or authority.

(3) "Interested party" means a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

(4) "State agency" means a board, commission, office, department, or other agency in the executive, judicial, or legislative branch of state government. The term includes an institution of higher education as defined by Section 61.003, Education Code.

(b) This section applies only to a contract of a governmental entity or state agency that:

(1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or

(2) has a value of at least $1 million.

(c) Notwithstanding Subsection (b), this section does not apply to:

(1) a sponsored research contract of an institution of higher education;

(2) an interagency contract of a state agency or an institution of higher education;

(3) a contract related to health and human services if:

(A) the value of the contract cannot be determined at the time the contract is executed; and

(B) any qualified vendor is eligible for the contract;

(4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;

(5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or

(6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

(d) A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

(e) The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

(1) a list of each interested party for the contract of which the contracting business entity is aware; and

(2) a written, unsworn declaration subscribed by the authorized agent of the contracting business entity as true under penalty of perjury that is in substantially the following form:

"My name is _____, my date of birth is _____, and my address is _____, _____, _____, _____, _____.
(Street) (City) (State) (Zip Code) (Country)
I declare under penalty of perjury that the foregoing is true and correct.
Executed in _____ County, State of _____, on the _____ day of _____, _____.
(Month) (Year)

_____
Declarant".

(f) Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties required under this section, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission.

(g) The Texas Ethics Commission shall adopt rules necessary to implement this section, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's Internet website.

Added by Acts 2015, 84th Leg., R.S., Ch. 1024 (H.B. 1295), Sec. 3, eff. September 1, 2015.
Amended by:
Acts 2017, 85th Leg., R.S., Ch. 526 (S.B. 255), Sec. 5, eff. September 1, 2017.

PROCUREMENT OF FLEET VEHICLES AND EQUIPMENT

RS-20-004

January 21, 2020

Background

- Fleet Services manages 1,000 pieces of rolling stock
  - Includes maintaining the annual fleet procurement schedule
- Procurement schedule includes the fleet replacement schedule
  - Available funding, vehicle age, maintenance costs, etc.
- Annual fleet procurement budget:
  - FY 2018 - $4,444,596
  - FY 2019 - $4,613,300
  - FY 2020 - $5,490,100
    - Includes $996,700 of new fleet

Procurement Information

- Total of 31 pieces of fleet are being purchased at a cost of $2,168,198
  - Public Safety – 20 pieces of fleet ($1,694,742)
  - Public Works – 9 pieces of fleet ($382,935)
  - Recreation – 2 pieces of fleet ($90,521)
- The fleet being purchased are on the approved fleet procurement schedule
- The fleet purchases are budgeted and in compliance with the Local Government Code, and the City's Purchasing Policy

Alternatives

- Defer fleet procurement
- Procure the fleet

Recommendation

City Council approve the procurement of the fleet, and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law

City of Killeen

Legislation Details

File #:	RS-20-005	**Version:** 1	**Name:**	Transfer Station Tipping Floor	
Type:	Resolution		**Status:**	Resolutions	
File created:	1/3/2020		**In control:**	City Council	
On agenda:	1/28/2020		**Final action:**		
Title:	Consider a memorandum/resolution authorizing the award of Bid No. 20-04, Transfer Station Tipping Floor Resurfacing to American Restore, Inc.				
Sponsors:	Public Works Department, Solid Waste				
Indexes:					
Code sections:					
Attachments:	Staff Report Bid 20-04 American Restore Proposal MJ Hughes Proposal Certificate of Interested Parties Presentation				

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council Workshop		

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STAFF REPORT

DATE: **January 21, 2020**

TO: **Kent Cagle, City Manager**

FROM: **Danielle Singh, Executive Director of Public Works**

SUBJECT: **Award Bid No. 20-04, Transfer Station Tipping Floor Resurfacing to American Restore, Inc.**

BACKGROUND AND FINDINGS:

On November 21, 2019, purchasing received two (2) bids in response to Bid 20-04, Transfer Station Tipping Floor Resurfacing; one from MJ Hughes Construction and one from American Restore, Inc. After careful review of pricing, product quality and warranty information, the Solid Waste Division has determined American Restore, Inc. provides the best value for Bid 20-04.

American Restore, Inc. has over 30 years of experience in waterproofing and repair industry. American Restore, Inc. uses a specialized, ultrahigh strength resurfacing repair material called EucoFloor 404 from Euclid Chemical Company and is a specialized, Euclid trained installer for this product. EucoFloor 404 is a high impact and high abrasion resistant material specifically designed to take the wear and chemical attack of high volume transfer stations. "Wear Indicators" are embedded into the tipping floor at predetermined locations making it easy to evaluate the wear and tear of the floor and assist in planning for future repairs and/or replacement areas. American Restore, Inc. and The Euclid Chemical Company supplies a five (5) year joint warranty on the product, as well as the workmanship.

The City of Killeen Transfer Station opened in March 2007. On average, the City of Killeen Transfer Station processes approximately 450 to 500 tons of waste each day, much of which contains glass and metal pieces that gouge the floor, along with chemicals and liquids that degrade the floor. Many of these chemicals and liquids are acidic and caustic that chemically attack and break down the cement. Typical concrete will not hold up to the abrasive materials and chemicals that are mixed in the collection trucks, along with the load weight of the equipment being used to process the municipal solid waste (MSW). With all the constant pushing and scraping of the front-end loaders, the tipping floor is exposed to continual stress. Having a hardened surface applied to the concrete of the tipping floor is vital to the life of the Transfer Station.

The City of Killeen Transfer Station has to stay in compliance with Texas Commission on Environmental Quality's (TCEQ) rules and regulations to maintain the City of Killeen MSW Transfer Station Registration No. MSW 40209.

THE ALTERNATIVES CONSIDERED:

1. Do nothing, and defer maintenance.

2. Authorize the award to the alternate bidder.

3. Authorize the award of Bid 20-04, Transfer Station Tipping Floor Resurfacing to American Restore, Inc.

Which alternative is recommended? Why?

Alternative three is recommended in order to replace the current deteriorated floor topping, reducing the risk of damage to the subconcrete which would lead to higher costs and longer down-time.

CONFORMITY TO CITY POLICY:

This item conforms to state and local purchasing policies and regulations.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years?

The amount of the expenditure in the current fiscal year is $1,582,292.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line item for this expenditure?

$1,000,000 is budgeted in Infrastructure Improvements, account #388-3475-439.60-08. Upon approval of the carry forward budget amendment, the additional funds of $582,292 will be available.

RECOMMENDATION

City staff recommends that the City Council authorize the City Manager or his designee to award the contract and execute all necessary contract documents for Bid 20-04; Transfer Station Tipping Floor Resurfacing to American Restore, Inc.

DEPARTMENTAL CLEARANCES:

Public Works
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Bid 20-04
American Restore Proposal
MJ Hughes Proposal
Certificate of Interested Parties

Invitation for Bid

City of Killeen, Texas
Sealed bids will be received for:

Transfer Station Tipping Floor Resurfacing
Bid No. 20-04

Sealed bids will be received until 11:00 a.m. on Thursday, November 21, 2019

Return Bid to:

City of Killeen
Attn: Purchasing Division
802 N. 2nd Street
Killeen, Texas 76541

P. 3 - NOTICE TO BIDDERS

P.4 - INFORMATION AND INSTRUCTION TO BIDDERS

P.8 - APPENDIX A - CITY OF KILLEEN TERMS AND CONDITIONS

P.13 – APPENDIX B – SPECIFICATIONS

P.15 – APPENDIX C – HOLIDAY SCHEDULE

P.16 – REFERENCES

P. 17 – CONFLICT OF INTEREST FORM

P.16 – NO ISRAEL BOYCOTT CERTIFICATION

Attachments

1.) – DAVIS-BACON WAGE DETERMINATIONS

2.) – TRANSFER STATION BUILDING FOUNDATION PLAN

NOTICE TO BIDDERS

BID NO. 20-04

Transfer Station Tipping Floor Resurfacing
CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for the *Transfer Station Tipping Floor Resurfacing*, addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2nd Street, Building E, Room 215 Killeen, Texas 76541, until **11am on Thursday, November 21, 2019**, where the bids shall be publicly opened and read aloud at approximately **11:15am at 802 N. 2nd Street, Building E, Room 210**. Bid submissions shall be plainly marked with the name and address of the bidder and **"BID 20-04 Transfer Station Tipping Floor Resurfacing, 11am, November 21st, 2019".**

Pre-bid conference will be held at **City of Killeen Transfer Station, 12200 HWY 195, Killeen, TX 76542; 11:00am, November 13, 2019.**

Bid questions will be accepted until **12pm on November 18, 2019**, and shall be addressed to Lorianne Luciano, Director of Procurement at solicitationquestion@killeentexas.gov ..

Bid packets may be obtained from the City of Killeen, Purchasing Division website at: https://www.killeentexas.gov/Bids.aspx, Demand Star (http://www.demandstar.com/), and ESBD (http://portal.cpa.state.tx.us).

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Lorianne Luciano, Director of Procurement and Contract Management

INSTRUCTIONS TO BIDDERS

Preparation of Bids:

This is your notice that **sealed bids, in duplicate**, **for Bid #20-04, Transfer Station Tipping Floor Resurfacing** is subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto, Appendix A) and such other contract provisions, specifications or other data as are attached to this Bid (henceforth known as the bid packet). Bids will be received at the Purchasing Office, 802 N 2nd Street, Building E, Room 215 Killeen, TX, 76541, **until the hour of 11am, November 21st, 2019**. Directly after the bid deadline, **the bids and read aloud at 802 N. 2nd Street, Building E, Room 210.** Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by electronic means or complete faxed bid responses will not be considered.

One (1) original, signed and initialed in ink (not pencil), and one (1) copy of the entire bid packet shall be submitted at the above location prior to the bid deadline. Please indicate which copy is an original within your bid submission. All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non-responsive and disqualify your bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

The City of Killeen (or "City") reserves the right to reject any or all bids. The City reserves the right to evaluate any or all supplies prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: **Bid No. 20-04, Transfer Station Tipping Floor Resurfacing, 11am, November 21st, 2019. All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.**

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 2:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 2:00 p.m. or if bids are due at 2:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 2:00 p.m.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, to Lorianne Luciano, Director of Procurement and Contract Management at solicitationquestions@killeentexas.gov prior to 12:00 pm on November 18, 2019. Please indicate "**Bid 20-04 Questions**" in the subject line of your email. There will be no exceptions. All responses to the questions will be sent to all known bidders who have expressed interest in this bid. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above.

Responses/Property of the City of Killeen:

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

No Obligation to Buy:

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bids does not compel the City of Killeen to purchase.

Cost of Preparing Bids:

The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

Withdrawal of Bid:

A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder shall be submitted to lluciano@killeentexas.gov. Once the bids are opened, all bids shall be valid for a period of ninety (90) days after the bid opening.

Bidding Error:

The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Division within two (2) business days after the stated bid open time and date.** The Purchasing Division will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. **The City will make a determination within ten (10) business days of receipt of the written response and notify the bidder of the outcome.**

Single Bid Response:

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

Award of Bid:

The City will award the bid, if any, in a manner described in section 10 of the General Terms and Conditions. **The anticipated date of the notice of award is December 18th, 2019**.

Payment:

The City shall be billed only for the items awarded in this bid. The City of Killeen is sales tax exempt. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the City department will phone your customer service point of contact for correction. Payment of a corrected invoice will be made in thirty (30) days once the corrected invoice has been received. Unless the bidder has provided discount payment terms such as 2% 15 net 30 days, no down payment or advance payment of any kind shall be made. In no circumstances should any invoice dispute last longer than thirty (30) days.

All invoices shall be submitted to the City of Killeen, Attn: Transfer Station, 12200 HWY 195 Killeen, Texas 76542.

PAYMENT TERMS: Specify other payment options:

- ☐ Check box if you offer a prompt payment discount: %_____. Specify terms: _____
- ☐ Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).
- ☐ Check here if the prompt payment discount applies to the MasterCard payment.

Point of contact to resolve issues (delivery or invoice):

NAME: _____

TITLE: _____

ADDRESS: _____

_____

EMAIL ADDRESS: _____

PHONE: _____

FAX: _____

Copyright Materials:

Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission (see page 24 for more information).

Non-Endorsement:

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Killeen.

Organization of Your Bid Submission:

Your bid submission shall be organized in the format shown within this bid and should include a quote with materials, labor and equipment broken out. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

Pricing:

The bids shall be valid for a period of ninety (90) days after the bid opening.

Labor pricing shall include the appropriate Davis-Bacon Act wages applicable to this Invitation to Bid.

Bid prices shall include all fees, and shall be F.O.B. Destination to the City of Killeen, Transfer Station, 12200 HWY 195 Killeen, Texas 76542. Delivery shall be made Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding Holidays as signified on the attached Appendix C.

TOTAL BID PRICE: _____
Estimated delivery time after receipt of order: _____

Signature of Acceptance:

By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

Undersigned acknowledges that addendum _____ through _____ have been taken into account as part of this bid.

The bidder agrees to comply with all conditions within this invitation for bids:

Full Legal Name of Company	
Address	
City, State, Zip	

Phone Number	
Fax Number	
After Hours Phone Number	
Email Address	
Tax Identification Number	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

***PLEASE ATTACH A COPY OF YOUR W-9 FORM FILLED OUT**
W-9 Forms are available online at: http://www.irs.gov/pub/irs-pdf/fw9.pdf

Remit to address (if different from W-9):

Address #1_____
Address #2_____
City/State/Zip_____
Phone#:_____
Fax Number:_____
Contact Person:_____

APPENDIX A
CITY OF KILLEEN
GENERAL TERMS AND CONDITIONS

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

(a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

(b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

(a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually sign the Bid and each continuation sheet on which an entry is made.

(b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.

(c) Alternate Bids will not be considered unless authorized by the City.

(d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.

(e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors s to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation

- Waiver of trial by jury

(a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.

(b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.

(c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 N 2nd Street
Killeen, TX 76541

5. Rejection of Bid

(a) The City may reject a Bid if:

1. The Bidder mistakes or conceals any material fact in the Bid, or if

2. The Bid does not strictly conform to law or the requirements of the Bid, or if

3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.

(b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

(a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.

(b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

(a) The contract will be awarded to the lowest responsible bidder or, if applicable, the responsible bidder who provides goods or services at the most advantageous Bid for the municipality based on, but not limited to, the following factors:

* Unit price
* Total Bid price
* Terms and discounts
* Delivery date
* Product warranty
* Special needs and requirements of City
* Past experience with product/service
* City's evaluation of the bidder's ability, financial, strength, and ethical standards
* Quality of the bidder's goods or services
* The extent to which the goods or services meet the municipality's needs
* Bidder's past performance
* Demurrage charges, freight costs and mileage
* Estimated costs of supplies, maintenance, etc.
* Estimated surplus value, life expectancy
* Results of testing samples
* Conformity to specifications
* Training requirements, location, etc.
* Location of maintenance facility/service person; ability to provide for minimum down time
* The total long-term cost to the municipality to acquire the bidder's goods or services

(b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.

(c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team.

(d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.

(e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.

(f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."

(g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

11. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

12. Termination for Governmental Non-Appropriations

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

(a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.

(b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

13. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offerer as it deems to be in the best interest of the City.

14. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

15. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

(a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or

(b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:
http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

16. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

17. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

18. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

(1) Each Occurrence - $1,000,000
(2) Annual Aggregate - $2,000,000

Property Damage Insurance.

(1) Each Occurrence - $1,000,000
(2) Annual Aggregate - $2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

(1) Each Person - $500,000
(2) Each Accident - $1,000,000

Property Damage

(1) Each Occurrence - $1,000,000

19. Acknowledgement

The vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or 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 Israeli-controlled territory, but does not include an action made for ordinary business purposes.

20. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us./whatsnes/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the Bid award.

APPENDIX B
CITY OF KILLEEN
SPECIFICATIONS

SCOPE:

The City of Killeen Solid Waste Division Transfer Station seeks to resurface the tipping floor. Having a hardened surface on the tipping floor is vital to the life of the Transfer Station, as it processes approximately 450 to 500 tons of waste each day. The tipping floor is approximately 25,000 square feet consisting of a 6 1/2" concrete slab reinforced with steel fibers and 11/2" metallic floor topping. We are currently looking for bids to resurface the 1 ½" floor topping at 2".

The floor topping specifications are as follows:

Emerytop 400 or equivalent to cover approximately 25,000 SF at an average thickness of 2"

- Surface Preparation
- Labor
- Materials
- All necessary equipment
- Daily Cleanup
- Warranty

Special Qualifiers:

(a) Company must have experience with transfer station floor construction within the past five years.
(b) Floor preparation shall be in accordance with topping manufacturer's requirements.
(c) Company is aware that the bid shall be complete, with price, including transportation and installation of the equipment.

APPENDIX C
CITY OF KILLEEN
HOLIDAY SCHEDULE

Holidays 2020: (The actual date for holidays in the future will vary, but the holiday will be observed)

January 1-New Year's Day
January 20-Martin Luther King Jr. Birthday
February 17-President's Day
April 10-Good Friday
May 25-Memeorial Day
July 3-Independence Day
September 7-Labor Day
October 12-Columbus Day
November 11-Veteran's Day
November 26-Thanksgiving Day
November 27-Day after Thanksgiving Day
December 24-Christmas Eve
December 25-Christmas Day

REFERENCES

Include below three references:

Reference #1

Company Name _____

Address _____

_____

Type of Business _____

Contact Person _____

Telephone and Fax #'s _____

Reference #2

Company Name _____

Address _____

_____

Type of Business _____

Contact Person _____

Telephone and Fax #'s _____

_____

Reference #3

Company Name _____

Address _____

_____

Type of Business _____

Contact Person _____

Telephone and Fax #'s _____



No Israel Boycott Certification

Texas Government Code, Chapter 2270, provides that a governmental entity – including a city – may not enter into certain contracts with a company for goods or services unless the contract contains a written verification that the company does not boycott Israel and will not boycott Israel during the term of the contract. The verification is specifically required when a governmental entity 1) enters into a contract with a company with ten (10) or more full-time employees, and 2) the contracts is valued at $100,000 or more to be paid wholly or partly from public funds.

"Boycott Israel" is defined in Texas Government Code 808.001 to mean refusing to deal with, terminating business activities with, or 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 Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By signing below, I verify that the company listed below does not boycott Israel and will not boycott Israel during the term of the contracted entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

_____ _____

Signature Company Name

_____ _____

Printed Name Title

_____

Date

"General Decision Number: TX20190230 01/04/2019

Superseded General Decision Number: TX20180279

State: Texas

Construction Type: Building

County: Bell County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections

under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 27.50	10.60

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* IRON0084-011 06/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 23.77	7.12

PLUM0286-011 06/04/2018

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation)	$ 29.50	12.82

SUTX2014-005 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 19.09	0.00
CARPENTER, Excludes Drywall Hanging, and Metal Stud Installation	$ 17.28	1.71
CEMENT MASON/CONCRETE FINISHER	$ 14.00	0.00
DRYWALL HANGER AND METAL STUD INSTALLER	$ 14.59	0.00
ELECTRICIAN (Low Voltage Wiring Only)	$ 28.28	2.44
ELECTRICIAN, Excludes Low Voltage Wiring	$ 20.50	2.71
HVAC MECHANIC (HVAC Pipe Installation Only)	$ 15.50	0.00
HVAC MECHANIC (Installation of HVAC Unit Only)	$ 16.01	1.56
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 13.35	0.00
IRONWORKER, STRUCTURAL	$ 18.35	4.90
LABORER: Common or General	$ 10.53	0.00
LABORER: Mason Tender - Brick	$ 9.98	0.00
LABORER: Mason Tender - Cement/Concrete	$ 9.93	0.00
LABORER: Pipelayer	$ 12.49	2.13

LABORER: Roof Tearoff	$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 13.10	1.24
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 14.00	0.00
OPERATOR: Grader/Blade	$ 14.34	1.68
OPERATOR: Loader	$ 13.88	0.44
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
OPERATOR: Roller	$ 13.11	0.00
PAINTER (Brush, Roller, and Spray)	$ 15.00	0.81
PLUMBER, Excludes HVAC Pipe Installation	$ 21.18	7.57
ROOFER	$ 13.75	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 18.71	4.90
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 14.89	1.55
SPRINKLER FITTER (Fire		

Sprinklers).....$ 15.46 0.00

TILE FINISHER.....$ 11.22 0.00

TILE SETTER.....$ 14.74 0.00

TRUCK DRIVER: Dump Truck.....$ 11.50 1.10

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer
Truck.....$ 12.50 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

This Record Drawing is a combination of the bidded, engineered, contract drawings for this project, modified to incorporate information furnished by the construction contractors showing on the Project master survey construction. The original bidded drawings are on file at the offices of:
FREESE AND NICHOLS, INC.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
(817) 735-7300
RECORD DRAWING PREPARED ON: 6/6/2007

THE SEAL AND SIGNATURE APPEARING ON THIS DOCUMENT WERE AUTHORIZED BY BRIAN B. WILLIAMS, P.E. 78767 ON 6/6/2007. IT IS NOT TO BE USED FOR REVISIONS OR ADDITIONS OF THE ORIGINAL DOCUMENT OF THE ORIGINAL RECORD, IF ANY, BY ANY OTHER ENGINEER WITHOUT THE WRITTEN CONSENT OF THE ORIGINATING ENGINEER OR HIS FIRM.

Freese and Nichols
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone - (817) 735-7300
Fax - (817) 735-7491

CITY OF KILLEEN
KILLEEN TRANSFER STATION
STRUCTURAL
TRANSFER BUILDING FOUNDATION PLAN

NO	REVISION	BY	DATE
1	RECORD DRAWINGS	BBW	8/2007
2	ADDENDUM No. 2	BBW	10/25/05
3	ADDENDUM No. 1	BBW	10/21/05

FAN JOB NO. K1043115
DATE SEPT. 2005
DESIGNED BBW
DRAWN STR
CHECKED
FILE NAME ST-KTS-PL-FDN.DWG

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale accordingly.

SHEET S-3
SEQ. 55

ACAD Rel 17.1s (LMS Tech)
[K1043115]{NOT ON NETWORK}N:\RECORD\ST\ST-KTS-PL-FDN.DWG LAYOUT: S-3
Last Saved By: BBW on 6/6/2007 10:13:15 AM
4 REFERENCE FILES IN \ARC\AR-KTS-PL-BASE01.N:\RECORD\S1\BASE\S1-KTS-BASE00.N:\RECORD\S1\BASE\S1-KTS-BASE01 and N:\STANDARD\STANDARD
Date: Oct 12, 2007 - 1:43pm User: ppm File: N:\Record\ST\ST-KTS-PL-FDN.DWG

15552 Commerce Lane
Huntington Beach, CA 92649

Lic. No. 976449
Phone: (714) 893-9080
Fax: (714) 891-1658

PROPOSAL

PROPOSAL SUBMITTED TO:

Name: JOSEPH DUDLEY III
Position: MANAGER OF SOLID WASTE OPERATION
Company: CITY OF KILLEEN
Address: 12200 TX-195
KILLEEN TX 76542
Mobile: ( ) -
Office: (254) 501-8980
Fax: (254) 634-2117
E-Mail: jdudley@killeentexas.gov

PROJECT INFORMATION:

Project Name: KILLEEN TEXAS 2020 FLOOR PROPOSAL

Job Address: 12200 TX-195
KILLEEN TX 76542

Proposal Date: 11/21/2019

We hereby propose to furnish materials and labor necessary for the completion of the following:

LOCATIONS:

Based on 25,000 SF of Floor @ 2" average

SCOPE OF WORK:

Installation of EucoFloor 404 at 2" Average Thickness:

a. The volume of material included in this primary bid will cover 25,000 SF at an average thickness of 2". (Including waste and overages)
b. 1-2 weeks prior floor installation, remove by rotomill existing failed topping down to parent concrete. (Evening or weekend work)
c. Set up.
d. Saw cut perimeter at repair area and chip to create key at all termination points for new flooring system.
e. Chain drag existing slab to sound and remove any loose, fractured or questionable materials.
f. Scabble area as required to remove any fractured aggregate.
g. Shotblast as required to remove any surface laitance and create CSP bond profile recommended by manufacturer.
h. Drill holes where required and set chairs in locations to set screed system to specified 2" thickness.
i. Mix and place two-component medium viscosity 100% solids epoxy bonding agent.
j. Mix, place and finish Eucofloor 404 floor topping system onsite.
l. Re-establish control joints as required and install control joints where required.
m. Install sealing/cure compound to hydrate topping and control loss of moisture throughout.
n. Install polyethylene curing cover for optimal hydration wet cure process reducing permeability of concrete
o. Clean up and demobilize.

***Notes:**

- Includes 5-Year Labor and Material Joint Warranty with Manufacturer
- Floor to be received in a broom swept condition
- Access to facility will be required at all times for the duration of the project.
- Installation to take place in (2) consecutive pours
- Minimum 1-1/2" waterline to be within 150' of repair. (Or water truck)
- Debris to be left onsite, or owner to provide roll off

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PROPOSAL

MATERIALS:

EucoFloor 404

INCLUSIONS:

1 - All necessary equipment
2 - All OSHA required safety equipment
3 - Daily debris removal
4 - Daily site cleanup
5 - Generator
6 - Price based on 1 move in (2) continuous pours
7 - Standard insurance certificates
8 - All debris to remain onsite
9 - Includes 5-Year Labor and Material Joint Warranty with Manufacturer

EXCLUSIONS/TO BE PROVIDED BY OTHERS:

1 - Access to work area
2 - Monitoring of jobsite to be free of tampering and foot traffic during off hours and for 24 hours following installation
3 - Onsite dumpster
4 - Painting
5 - Potable water source within 100 ft. of work area
6 - Removal of obstructions to work area
7 - Restroom facilities
8 - Traffic control
9 - Unseen damage to substructure
10 - We exclude all plans, permits, fees, testing, inspections, surveys, bonds and engineering
11 - Area free from all moveable equipment and trades

GENERAL NOTES:

1 - Vehicle access required by others.
2 - American Restore, Inc. is an open shop employer
3 - American Restore, Inc. is not responsible for damage to installed systems due to abnormal wear, natural disasters, vandalism or excessive use
4 - American Restore, Inc. is not responsible for cracks caused by movement of the substrate
5 - Area must be free of all moveable equipment and trades prior to American Restore, Inc. arrival
6 - Area to be received in a clean, dry and sound condition
7 - Cementious product proposed has 2-3 week lead time for delivery
8 - Dumpster for debris removal to be supplied by owner
9 - Parking will be provided by others
10 - Permits, fees, and inspections are excluded
11 - Price based on 1 move in
12 - Includes 5-Year Labor and Material Joint Warranty with Manufacturer

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PROPOSAL

13 - Any additional work items will be billed on a time and material basis at $90/MH and 20% markup on all 3rd party costs.

PAYMENT TERMS:

1 - BALANCE DUE AT TIME OF PROJECT COMPLETION
2 - 10% DEPOSIT

ONE MILLION FIVE HUNDRED EIGHTY TWO THOUSAND TWO HUNDRED NIN **$ 1,582,292.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

CALIFORNIA ONLY: NOTICE TO OWNER: Contractors are required by law to be licenced and regulated by the contractors' state license board. Any Questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 3132 Bradshaw Rd., Sacramento, CA 95827.

ACCEPTANCE OF THIS PROPOSAL constitutes a contract. The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. We agree to pay the amount of the contract based on the terms above. We further agree to pay reasonable attorney or collection agency fees together with all court costs should it be necessary for the company to retain the services of an attorney or collection agency.

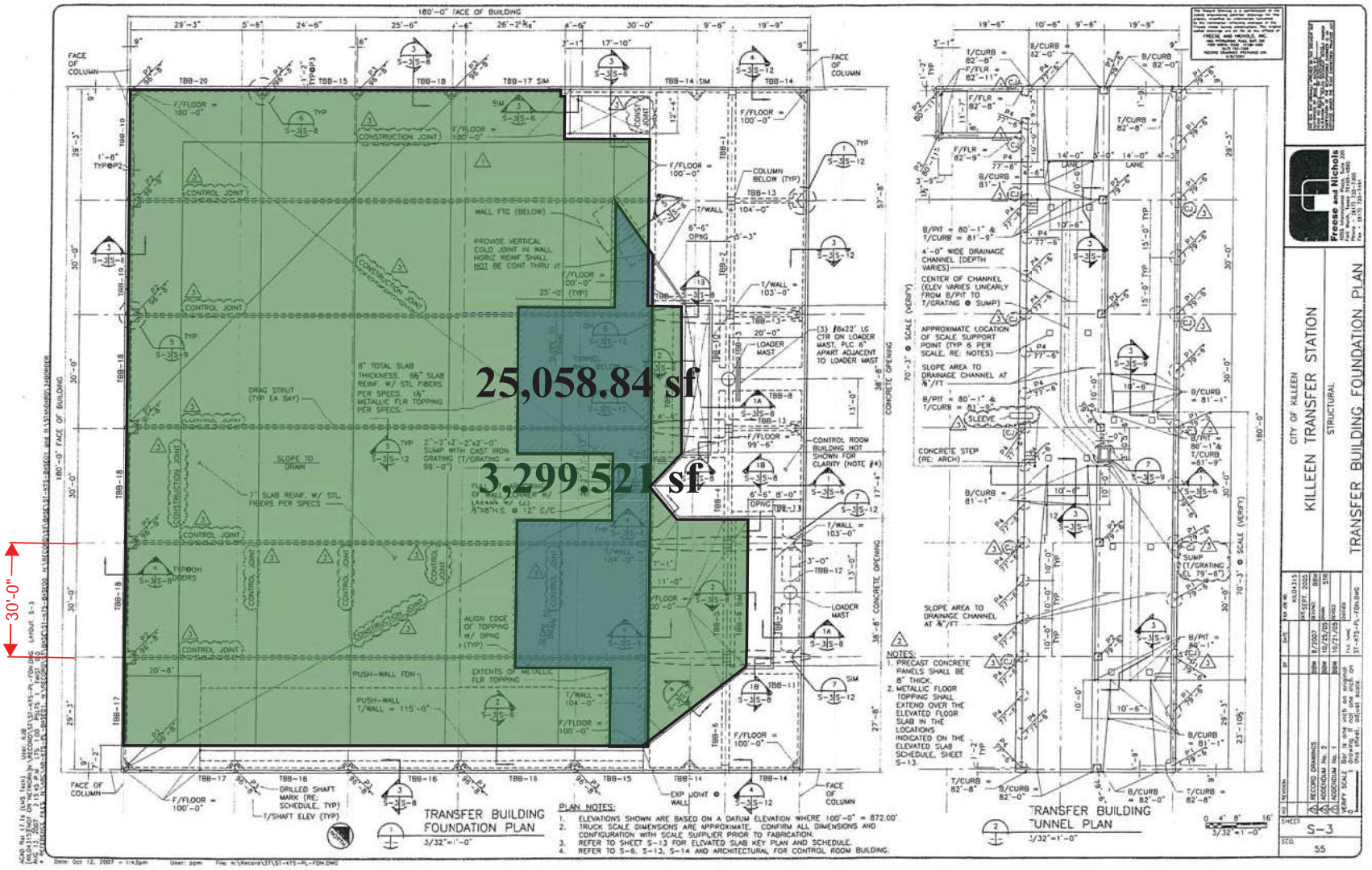
AUTHORIZED SIGNATURE 

ANDREWS, JIM

NOTE: This proposal may be withdrawn by us if not accepted within: **30** Days

C.C.#: 07

	SIGNATURE
NAME	NAME
ADDRESS	TITLE
PHONE	DATE



CITY OF KILLEEN

KILLEEN TRANSFER STATION

STRUCTURAL

TRANSFER BUILDING FOUNDATION PLAN

Freese and Nichols

S-3

55

Transmittal

Project Name:	Killeen Texas Tipping Floor Resurfacing		
Contract No.:		**GC Job No.**	
Date of Submittal:	11/21/2019	**Am Res Job No.:**	
General Contractor:	City of Killeen	**Contractor PM:**	
Subcontractor:	American Restore		
Submittal No.:	01 ☒ New Submittal ☐ Resubmittal ☐ Additional Information		
Specification Section (one section per transmittal):			
Submittal Type:	☐ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☐ *Product Data* ☐ *Additional Information* ☐ *O&M*		

Item No.	DESCRIPTION OF ITEM SUBMITTED (specification section and/or type, size, model number, etc.)	No. Copies/ (Electronic/ Hardcopy)	CONTRACT REFERENCE DOCUMENT		REQUIRED ACTION		
			Spec ¶ No. and Paragraph	Drawing Sheet No.	Approved (Y or N)	Red-line Comments (Y or N)	Engineer Attachment (Y or N)
1	*EucoFloor 404 TDS/SDS*	18					
2	*EucoFloor Epoxy Primer TDS/SDS*	28					
3	EucoBar TDS/SDS	12					
4	Super Diamond Clear TDS/SDS	12					
5	Installer Certification	1					

☒ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated submittal and (ii) the submittal is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.
Contractor (Authorized by): Benjamin Ball

Submittal Response:

Date Hardcopies Received: _____

The following is required back from the Contractor:

☐ Approved as Submitted

☐ Complete Resubmittal

☐ Additional Information

Submittal Response Comments:

End of Comments

EucoFloor 404

Wear, Impact, and Abrasion Resistant Floor Topping

Description

EUCOFLOOR 404 is an extremely high strength, iron aggregate floor topping. The product is used in areas subject to heavy wear, impact and abrasion. EUCOFLOOR 404 consists of iron aggregates combined with a high-strength cement- based mortar. The product was developed specifically for high abrasion applications and is designed for waste transfer station tipping floors. EUCOFLOOR 404 exceeds 8 times the abrasion resistance of plain cured concrete. The floor may be returned to high wear service within 48 hours of topping placement at 70°F (21°C).

Primary Applications

- Waste transfer station tipping floors
- Industrial floors

Features/Benefits

- High wear, abrasion, and impact resistance
- High early strength for quick turnaround time

Technical Information

PROPERTY	STANDARD	RESULT		
Unit Weight	-	169 lb/ft^3 (2,704 kg/m^3)		
Flow	ASTM C 1437	132%		
Slump	ASTM C 143	10 inches (25.4 cm)		
Compressive Strength	ASTM C 109	1 day: 9,100 psi (63 MPa) 3 days: 12,000 psi (83 MPa) 7 days: 14,400 psi (99 MPa) 28 days: 18,600 psi (128 MPa)		
Flexural Strength	ASTM C 348	7 days: 1,560 psi (11 MPa) 28 days: 2,130 psi (15 MPa)		
Set Time	ASTM C 403	Initial Set: 4 to 5 hours Final Set: 5 to 6 hours		
Length Change	ASTM C 157		Air Cure	Water Cure
		3 days:	-0.009%	+0.003%
		7 days:	-0.019%	+0.003%
		14 days:	-0.026%	+0.003%
		28 days:	-0.029%	+0.003%
Modulus of Elasticity	ASTM C 469	7 days: 7.7 x 10^6 psi (5.3 x 10^4 MPa) 28 days: 8.1 x 10^6 psi (5.6 x 10^4 MPa)		
Absorption	ASTM C 642	7 days: 2.14%		
Splitting Tensile Strength	ASTM C 496	7 days: 850 psi (5.8 MPa) 28 days: 990 psi (6.8 MPa)		
Salt Scaling Resistance	ASTM C 672	Rating at 50 cycles: 0		
Abrasion Resistance	ASTM C 779	7 days: -0.008 in (-0.002 mm) at 30 minutes		
Rapid Chloride Permeability	ASTM C 1202	7 days: 1780 coulombs (low) 28 days: 310 coulombs (very low)		
Chaplin Abrasion	-	7 days: -0.008 in (-0.002 mm) at 15 minutes -0.024 in (-0.006 mm) at 30 minutes 28 days: -0.002 in (-0.0005 mm) at 15 minutes -0.006 in (-0.002 mm) at 30 minutes		

Data above was determined at laboratory conditions.

The Euclid Chemical Company
19218 Redwood Rd. • Cleveland, OH 44110
Phone: [216] 531-9222 • Toll-free: [800] 321-7628 • Fax: [216] 531-9596
www.euclidchemical.com

An RPM Company
UL REGISTERED FIRM ISO 9001:2000 File#A5129

Specification

A. Cementitious Metallic Topping: Heavy-Duty iron aggregate topping shall be a pre-formulated specially processed and graded iron aggregate, tested cement and other high performance proprietary complementary components. Material shall be formulated and processed under stringent quality control free from non-ferrous material and rust, in manufacturer's owned and controlled facilities. Product must attain a minimum strength of 14,000 psi (96 MPa) @ 7 days and 18,000 psi (124 MPa) @ 28 days.

"EUCOFLOOR 404".....The Euclid Chemical Co.

Packaging/Yield

One 50 lb (22.7 kg) bag of EUCOFLOOR 404 will cover 1.75 ft^2 (0.16 m^2) at 2 inch (5.1 cm) depth. EUCOFLOOR 404 is also available in 3,000 lb (1,361 kg) super sacks.

Shelf Life

1 year in original, unopened package.

Directions For Use

Surface Preparation: Concrete surfaces must be structurally sound, free of loose or deteriorated concrete, and free of dust, dirt, paint, efflorescence, oil and all other contaminants. Mechanically abrade (a heavy shotblast is strongly suggested) the surface to obtain a surface profile of 1/8 in. (1.6 mm) or equal to CSP 5-6 in accordance with ICRI Guideline 310.2. Properly clean the profiled area. If the concrete is questionable (weak, punky, heavily contaminated, etc.), it is suggested that cores be taken and analyzed by a qualified petrographer for suggestions on proper surface preparation prior to the topping being placed.

Perimeter Keyway: At the termination point of the topping, feather-edging the material to meet the surrounding concrete is not acceptable. The topping needs to be secured around the perimeter of the placement by saw cutting and "keying" into the base slab. The keyway should be a minimum of 1 in. (2.5 cm) deep and ideally undercut back into the base concrete.

Priming: Apply properly mixed EUCOFLOOR EPOXY PRIMER (see product data sheet for mixing instructions) to the prepared concrete at a rate of 75 to 100 ft^2/gal (1.8 to 2.5 m^2/L) over a highly textured surface (coarse aggregate showing). Squeegee the epoxy into place, mechanically scrub the epoxy into the surface of the base concrete and then backroll to ensure a uniform application. Remove any puddles of epoxy that may occur. While the epoxy primer is still wet, broadcast a washed and dried silica sand (recommended 16/30 mesh gradation) until the surface is completely covered with sand and appears dry. If any of the sand looks damp, apply more sand to that area. Allow the epoxy to cure, preferably over night. After the epoxy has cured, remove all loose, un-bonded sand by sweeping and vacuuming prior to the topping application. **Note:** The epoxy primer will form a vapor barrier on the surface. The moisture vapor transmission (MVT) rate of the base slab must be tested prior to application of the primer to ensure it is under an acceptable amount (3 lbs/1,000 ft^2/24 hour period).

Mixing: At least 24 hours prior to placement, condition all materials to the proper temperature range; between 55° - 85° F (13° - 29° C). The mixing water for EUCOFLOOR 404 is from 7.5%-8.5% by weight. This equates to 27 to 30 gal (102 to 113 L) per bulk bag. Mix in a ready-mix truck for 7 to 10 minutes. For 50 lb (22.7 kg) bags, use .45 to .51 gal (1.7 to 1.9 L) per bag. Mix each bag in a pail with a drill and mortar mixing paddle for 2 to 3 minutes. The product will have a flowing, self-consolidating appearance.

Placement: Flow the material onto the primed floor and move it into place with shovels and concrete rakes. Use of a light-duty vibratory or roller screed for large placements is necessary. Immediately after screeding, apply a coat of diluted EUCOBAR evaporation retarder (see product data sheet). This will reduce evaporation and aid in floating. Once the material is in place, float the surface to a smooth finish. **Note:** EUCOFLOOR 404 can NOT be given a hard steel finish. Once the material has sufficiently cured, saw cut it accordingly. It is suggested that the cuts in the underlying substrated be honored up through the topping.

Curing: Immediately after floating, cure EUCOFLOOR 404 with a high solids curing compound, such as SUPER DIAMOND CLEAR VOX at a rate of 200 to 250 ft^2/gal (4.9 to 6.1 m^2/L). After the EUCOFLOOR 404 with curing compound has dried and set sufficiently enough to walk on, wet the surface with water and cover with plastic sheeting or curing blankets for a duration of 2 to 5 days.

Precautions/Limitations

- Product is mixed to a self-consolidating consistency. Do not add or subtract from the total amount of mixing water.
- The final finish of EUCOFLOOR 404 is slightly textured. This material can not be given a hard steel trowel finish.
- Always use good concrete practices in hot & cold weather per ACI guidelines.
- In all cases, consult the Material Safety Data Sheet before use.

Rev. 12.11

WARRANTY: The Euclid Chemical Company ("Euclid") solely and expressly warrants that its products shall be free from defects in materials and workmanship for one (1) year from the date of purchase. Unless authorized in writing by an officer of Euclid, no other representations or statements made by Euclid or its representatives, in writing or orally, shall alter this warranty. EUCLID MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AS TO THE MERCHANTABILITY OR FITNESS FOR ORDINARY OR PARTICULAR PURPOSES OF ITS PRODUCTS AND EXCLUDES THE SAME. If any Euclid product fails to conform with this warranty, Euclid will replace the product at no cost to Buyer. Replacement of any product shall be the sole and exclusive remedy available and buyer shall have no claim for incidental or consequential damages. Any warranty claim must be made within one (1) year from the date of the claimed breach. Euclid does not authorize anyone on its behalf to make any written or oral statements which in any way alter Euclid's installation information or instructions in its product literature or on its packaging labels. Any installation of Euclid products which fails to conform with such installation information or instructions shall void this warranty. Product demonstrations, if any, are done for illustrative purposes only and do not constitute a warranty or warranty alteration of any kind. Buyer shall be solely responsible for determining the suitability of Euclid's products for the Buyer's intended purposes.

SAFETY DATA SHEET

1. Identification

Material name: EUCOFLOOR 404 - 50# BAG - MTO
Material: 407404 50

Recommended use and restriction on use

Recommended use: Cement, Portland, chemicals
Restrictions on use: Not known.

Manufacturer/Importer/Supplier/Distributor Information
EUCLID CHEMICAL COMPANY
19218 REDWOOD ROAD
CLEVELAND OH 44110
US

Contact person:	EH&S Department
Telephone:	216-531-9222
Emergency telephone number:	1-800-424-9300 (US); 1-613-996-6666 (Canada)

2. Hazard(s) identification

Hazard Classification

Health Hazards

Skin Corrosion/Irritation	Category 2
Serious Eye Damage/Eye Irritation	Category 1
Skin sensitizer	Category 1B
Carcinogenicity	Category 1A
Specific Target Organ Toxicity - Single Exposure	Category 3

Unknown toxicity - Health

Acute toxicity, oral	76.59 %
Acute toxicity, dermal	92.75 %
Acute toxicity, inhalation, vapor	100 %
Acute toxicity, inhalation, dust or mist	99.98 %

Unknown toxicity - Environment

Acute hazards to the aquatic environment	99.91 %
Chronic hazards to the aquatic environment	100 %

Label Elements

Hazard Symbol:



Signal Word: Danger

Hazard Statement:
Causes skin irritation.
Causes serious eye damage.
May cause an allergic skin reaction.
May cause cancer.
May cause respiratory irritation.

Precautionary Statement:

Prevention: Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection. Avoid breathing dust/fume/gas/mist/vapors/spray. Contaminated work clothing must not be allowed out of the workplace. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Use personal protective equipment as required. Use only outdoors or in a well-ventilated area.

Response: IF INHALED: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. IF ON SKIN: Wash with plenty of water. If skin irritation or rash occurs: Get medical advice/attention. Immediately call a POISON CENTER/doctor. Specific treatment (see this label). Wash contaminated clothing before reuse.

Storage: Store locked up. Store in well-ventilated place. Keep container tightly closed.

Disposal: Dispose of contents/container to an appropriate treatment and disposal facility in accordance with applicable laws and regulations, and product characteristics at time of disposal.

Other hazards which do not result in GHS classification: None.

3. Composition/information on ingredients

Mixtures

Chemical Identity	CAS number	Content in percent (%)*
Portland cement	65997-15-1	15 - 40%
Crystalline Silica (Quartz)/ Silica Sand	14808-60-7	15 - 40%
Iron oxide	1309-37-1	10 - 30%
Fumed silica	69012-64-2	3 - 7%
Calcium oxide	1305-78-8	1 - 5%
Carbon	7440-44-0	0.1 - 1%

Silicon	7440-21-3	0.1 - 1%

* All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Ingestion: Call a POISON CENTER/doctor/.../if you feel unwell. Rinse mouth.

Inhalation: Move to fresh air.

Skin Contact: Immediately flush with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Wash contaminated clothing before reuse. Get medical attention.

Eye contact: Immediately flush with plenty of water for at least 15 minutes. If easy to do, remove contact lenses. Call a physician or poison control center immediately.

Most important symptoms/effects, acute and delayed

Symptoms: Prolonged or repeated contact with skin may cause redness, itching, irritation and eczema/chapping. Extreme irritation of eyes and mucous membranes, including burning and tearing. Respiratory tract irritation.

Indication of immediate medical attention and special treatment needed

Treatment: Symptoms may be delayed.

5. Fire-fighting measures

General Fire Hazards: No unusual fire or explosion hazards noted.

Suitable (and unsuitable) extinguishing media

Suitable extinguishing media: Use fire-extinguishing media appropriate for surrounding materials.

Unsuitable extinguishing media: Do not use water jet as an extinguisher, as this will spread the fire.

Specific hazards arising from the chemical: During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters

Special fire fighting procedures: No data available.

Special protective equipment for fire-fighters: Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures:	See Section 8 of the SDS for Personal Protective Equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Keep unauthorized personnel away.
Methods and material for containment and cleaning up:	Collect spillage in containers, seal securely and deliver for disposal according to local regulations.
Notification Procedures:	In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations.
Environmental Precautions:	Do not contaminate water sources or sewer. Prevent further leakage or spillage if safe to do so.

7. Handling and storage

Precautions for safe handling:	Do not handle until all safety precautions have been read and understood. Obtain special instructions before use. Use personal protective equipment as required. Do not get in eyes. Wash hands thoroughly after handling. Avoid contact with skin. Ventilate well, avoid breathing vapors. Use approved respirator if air contamination is above accepted level. Use mechanical ventilation in case of handling which causes formation of dust.
Conditions for safe storage, including any incompatibilities:	Store locked up.

8. Exposure controls/personal protection

Control Parameters

Occupational Exposure Limits

Chemical Identity	type	Exposure Limit Values	Source
Portland cement - Respirable fraction.	TWA	1 mg/m3	US. ACGIH Threshold Limit Values (2011)
Portland cement - Total dust.	PEL	15 mg/m3	US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) (02 2006)
Portland cement - Respirable fraction.	PEL	5 mg/m3	US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) (02 2006)
Portland cement	TWA	50 millions of particles per cubic foot of air	US. OSHA Table Z-3 (29 CFR 1910.1000) (2000)
Crystalline Silica (Quartz)/ Silica Sand - Respirable fraction.	TWA	0.025 mg/m3	US. ACGIH Threshold Limit Values (2011)
Crystalline Silica (Quartz)/ Silica Sand - Respirable.	TWA	2.4 millions of particles per cubic foot of air	US. OSHA Table Z-3 (29 CFR 1910.1000) (2000)

	TWA	0.1 mg/m3	US. OSHA Table Z-3 (29 CFR 1910.1000) (2000)
Crystalline Silica (Quartz)/ Silica Sand - Total dust.	TWA	0.3 mg/m3	US. OSHA Table Z-3 (29 CFR 1910.1000) (2000)
Iron oxide - Respirable fraction.	TWA	5 mg/m3	US. ACGIH Threshold Limit Values (2011)
Iron oxide - Fume.	PEL	10 mg/m3	US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) (02 2006)
Fumed silica	TWA	20 millions of particles per cubic foot of air	US. OSHA Table Z-3 (29 CFR 1910.1000) (2000)
	TWA	0.8 mg/m3	US. OSHA Table Z-3 (29 CFR 1910.1000) (2000)
Calcium oxide	TWA	2 mg/m3	US. ACGIH Threshold Limit Values (2011)
	PEL	5 mg/m3	US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) (02 2006)
Carbon - Respirable fraction.	TWA	2 mg/m3	US. ACGIH Threshold Limit Values (2011)
Carbon - Respirable particles.	TWA	3 mg/m3	US. ACGIH Threshold Limit Values (03 2014)
Carbon - Inhalable particles.	TWA	10 mg/m3	US. ACGIH Threshold Limit Values (03 2014)
Carbon - Total dust.	PEL	15 mg/m3	US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) (02 2006)
Carbon - Respirable fraction.	PEL	5 mg/m3	US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) (02 2006)
	PEL	5 mg/m3	US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) (02 2006)
Carbon - Total dust.	PEL	15 mg/m3	US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) (02 2006)
Carbon	TWA	15 millions of particles per cubic foot of air	US. OSHA Table Z-3 (29 CFR 1910.1000) (2000)
Carbon - Total dust.	TWA	50 millions of particles per cubic foot of air	US. OSHA Table Z-3 (29 CFR 1910.1000) (2000)
Carbon - Respirable fraction.	TWA	5 mg/m3	US. OSHA Table Z-3 (29 CFR 1910.1000) (2000)
Carbon - Total dust.	TWA	15 mg/m3	US. OSHA Table Z-3 (29 CFR 1910.1000) (2000)
Carbon - Respirable fraction.	TWA	15 millions of particles per cubic foot of air	US. OSHA Table Z-3 (29 CFR 1910.1000) (2000)

Silicon - Total dust.	PEL	15 mg/m3	US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) (02 2006)
Silicon - Respirable fraction.	PEL	5 mg/m3	US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) (02 2006)

Chemical name	type	Exposure Limit Values	Source
Portland cement - Total dust.	TWA	10 mg/m3	Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended) (07 2007)
Portland cement - Respirable fraction.	TWA	3 mg/m3	Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended) (07 2007)
Portland cement	TWAEV	10 mg/m3	Canada. Ontario OELs. (Control of Exposure to Biological or Chemical Agents) (11 2010)
Portland cement - Total dust.	TWA	10 mg/m3	Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment) (12 2008)
Portland cement - Respirable dust.	TWA	5 mg/m3	Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment) (12 2008)
Crystalline Silica (Quartz)/ Silica Sand - Respirable fraction.	TWA	0.025 mg/m3	Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended) (07 2007)
Crystalline Silica (Quartz)/ Silica Sand - Respirable.	TWAEV	0.10 mg/m3	Canada. Ontario OELs. (Control of Exposure to Biological or Chemical Agents) (11 2010)
Crystalline Silica (Quartz)/ Silica Sand - Respirable dust.	TWA	0.1 mg/m3	Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment) (12 2008)
Iron oxide - Total dust.	TWA	10 mg/m3	Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended) (07 2007)
Iron oxide - Dust. - as Fe	TWA	5 mg/m3	Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended) (07 2007)
Iron oxide - Fume. - as Fe	STEL	10 mg/m3	Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended) (07 2007)
Iron oxide - Respirable fraction.	TWA	3 mg/m3	Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97,

			as amended) (07 2007)
Iron oxide - Fume. - as Fe	TWA	5 mg/m3	Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended) (07 2007)
Iron oxide - Respirable fraction.	TWAEV	5 mg/m3	Canada. Ontario OELs. (Control of Exposure to Biological or Chemical Agents) (11 2010)
Iron oxide - Total dust.	TWA	10 mg/m3	Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment) (12 2008)
Iron oxide - Dust and fume. - as Fe	TWA	5 mg/m3	Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment) (12 2008)
Fumed silica - Total fume.	TWA	4 mg/m3	Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended) (07 2007)
Fumed silica - Respirable fume.	TWA	1.5 mg/m3	Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended) (07 2007)
Fumed silica - Respirable.	TWAEV	2 mg/m3	Canada. Ontario OELs. (Control of Exposure to Biological or Chemical Agents) (11 2010)
Fumed silica - Respirable dust and/or fume.	TWA	2 mg/m3	Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment) (12 2008)
Calcium oxide	TWA	2 mg/m3	Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended) (07 2007)
Calcium oxide	TWAEV	2 mg/m3	Canada. Ontario OELs. (Control of Exposure to Biological or Chemical Agents) (11 2010)
Calcium oxide	TWA	2 mg/m3	Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment) (12 2008)

Appropriate Engineering Controls

Mechanical ventilation or local exhaust ventilation may be required. Observe good industrial hygiene practices. Observe occupational exposure limits and minimize the risk of inhalation of dust.

Individual protection measures, such as personal protective equipment

General information:	Provide easy access to water supply and eye wash facilities. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.
Eye/face protection:	Wear a full-face respirator, if needed. Wear safety glasses with side shields (or goggles) and a face shield.
Skin Protection	
Hand Protection:	Use suitable protective gloves if risk of skin contact.
Other:	Wear chemical-resistant gloves, footwear, and protective clothing appropriate for the risk of exposure. Contact health and safety professional or manufacturer for specific information.
Respiratory Protection:	In case of inadequate ventilation use suitable respirator. Seek advice from local supervisor.
Hygiene measures:	Observe good industrial hygiene practices. Wash hands before breaks and immediately after handling the product. Do not get in eyes. Wash contaminated clothing before reuse. Avoid contact with skin.

9. Physical and chemical properties

Appearance

Physical state:	solid
Form:	Powder
Color:	Gray
Odor:	Odorless
Odor threshold:	No data available.
pH:	No data available.
Melting point/freezing point:	No data available.
Initial boiling point and boiling range:	No data available.
Flash Point:	No data available.
Evaporation rate:	No data available.
Flammability (solid, gas):	No
Upper/lower limit on flammability or explosive limits	
Flammability limit - upper (%):	No data available.
Flammability limit - lower (%):	No data available.
Explosive limit - upper (%):	No data available.
Explosive limit - lower (%):	No data available.
Vapor pressure:	No data available.
Vapor density:	No data available.
Relative density:	1.025
Solubility(ies)	

Solubility in water:	Miscible with water.
Solubility (other):	No data available.
Partition coefficient (n-octanol/water):	No data available.
Auto-ignition temperature:	No data available.
Decomposition temperature:	No data available.
Viscosity:	No data available.

10. Stability and reactivity

Reactivity:	No data available.
Chemical Stability:	Material is stable under normal conditions.
Possibility of Hazardous Reactions:	No data available.
Conditions to Avoid:	Avoid heat or contamination.
Incompatible Materials:	No data available.
Hazardous Decomposition Products:	Thermal decomposition or combustion may liberate carbon oxides and other toxic gases or vapors.

11. Toxicological information

Information on likely routes of exposure

Ingestion:	May be ingested by accident. Ingestion may cause irritation and malaise.
Inhalation:	In high concentrations, vapors, fumes or mists may irritate nose, throat and mucus membranes.
Skin Contact:	Causes skin irritation.
Eye contact:	Causes serious eye damage.

Information on toxicological effects

Acute toxicity (list all possible routes of exposure)

Oral
Product: No data available.

Dermal
Product: No data available.

Inhalation
Product: No data available.

Repeated dose toxicity
Product: No data available.

Skin Corrosion/Irritation

Product: No data available.

Serious Eye Damage/Eye Irritation

Product: No data available.

Specified substance(s):

Iron oxide	in vivo (Rabbit, 1 - 72 hrs): Not irritating
Calcium oxide	in vivo (Rabbit, 24 hrs): Category 1
Carbon	Irritating
Silicon	in vivo (Rabbit, 1 hrs): Not irritating

Respiratory or Skin Sensitization

Product: No data available.

Carcinogenicity

Product: No data available.

IARC Monographs on the Evaluation of Carcinogenic Risks to Humans:

Crystalline Silica (Quartz)/ Silica Sand	Overall evaluation: Carcinogenic to humans.

US. National Toxicology Program (NTP) Report on Carcinogens:

Crystalline (Quartz)/ Sand	Silica	Known To Be Human Carcinogen.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050):

No carcinogenic components identified

Germ Cell Mutagenicity

In vitro

Product: No data available.

In vivo

Product: No data available.

Reproductive toxicity

Product: No data available.

Specific Target Organ Toxicity - Single Exposure

Product: No data available.

Specific Target Organ Toxicity - Repeated Exposure
Product: No data available.

Aspiration Hazard
Product: No data available.

Other effects: No data available.

12. Ecological information

Ecotoxicity:

Acute hazards to the aquatic environment:

Fish
Product: No data available.

Aquatic Invertebrates
Product: No data available.

Chronic hazards to the aquatic environment:

Fish
Product: No data available.

Specified substance(s):

Iron oxide	LOAEL (Pimephales promelas, 33 d): 1.6 mg/l experimental result
Calcium oxide	NOAEL (Oncorhynchus mykiss, 60 d): 307 mg/l interpreted

Aquatic Invertebrates
Product: No data available.

Toxicity to Aquatic Plants
Product: No data available.

Persistence and Degradability

Biodegradation
Product: No data available.

BOD/COD Ratio
Product: No data available.

Bioaccumulative Potential
Bioconcentration Factor (BCF)

Product: No data available.

Partition Coefficient n-octanol / water (log Kow)
Product: No data available.

Mobility in Soil: No data available.

Other Adverse Effects: No data available.

13. Disposal considerations

Disposal instructions: Dispose of waste at an appropriate treatment and disposal facility in accordance with applicable laws and regulations, and product characteristics at time of disposal.

Contaminated Packaging: No data available.

14. Transport information

TDG:

Not Regulated

CFR / DOT:

Not Regulated

IMDG:

Not Regulated

15. Regulatory information

US Federal Regulations

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)
None present or none present in regulated quantities.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)
None present or none present in regulated quantities.

CERCLA Hazardous Substance List (40 CFR 302.4):

Chemical Identity	Reportable quantity
Chromium	5000 lbs.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
Immediate (Acute) Health Hazards
Delayed (Chronic) Health Hazard

SARA 302 Extremely Hazardous Substance
None present or none present in regulated quantities.

SARA 304 Emergency Release Notification

Chemical Identity	Reportable quantity
Chromium	5000 lbs.

SARA 311/312 Hazardous Chemical

Chemical Identity	Threshold Planning Quantity
Portland cement	500 lbs
Crystalline Silica (Quartz)/ Silica Sand	500 lbs
Iron oxide	500 lbs
Fumed silica	500 lbs
Calcium oxide	500 lbs
Carbon	500 lbs
Silicon	500 lbs

SARA 313 (TRI Reporting)
None present or none present in regulated quantities.

Clean Water Act Section 311 Hazardous Substances (40 CFR 117.3)
None present or none present in regulated quantities.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130):
None present or none present in regulated quantities.

US State Regulations

US. California Proposition 65
This product contains chemical(s) known to the State of California to cause cancer and/or to cause birth defects or other reproductive harm.

US. New Jersey Worker and Community Right-to-Know Act

Chemical Identity
Portland cement
Crystalline Silica (Quartz)/ Silica Sand
Iron oxide
Fumed silica
Calcium oxide

US. Massachusetts RTK - Substance List

Chemical Identity
Portland cement
Crystalline Silica (Quartz)/ Silica Sand
Iron oxide
Fumed silica
Calcium oxide
Chromium

US. Pennsylvania RTK - Hazardous Substances

Chemical Identity
Portland cement
Crystalline Silica (Quartz)/ Silica Sand
Iron oxide
Fumed silica
Calcium oxide

US. Rhode Island RTK

No ingredient regulated by RI Right-to-Know Law present.

Other Regulations:

Regulatory VOC (less water and exempt solvent):	0 g/l
VOC Method 310:	0.00 %

Inventory Status:

Australia AICS:	One or more components in this product are not listed on or exempt from the Inventory.
Canada DSL Inventory List:	One or more components in this product are not listed on or exempt from the Inventory.
EINECS, ELINCS or NLP:	One or more components in this product are not listed on or exempt from the Inventory.
Japan (ENCS) List:	One or more components in this product are not listed on or exempt from the Inventory.
China Inv. Existing Chemical Substances:	One or more components in this product are not listed on or exempt from the Inventory.
Korea Existing Chemicals Inv. (KECI):	One or more components in this product are not listed on or exempt from the Inventory.
Canada NDSL Inventory:	One or more components in this product are not listed on or exempt from the Inventory.
Philippines PICCS:	One or more components in this product are not listed on or exempt from the Inventory.
US TSCA Inventory:	One or more components in this product are not listed on or exempt from the Inventory.
New Zealand Inventory of Chemicals:	All components in this product are listed on or exempt from the Inventory.
Japan ISHL Listing:	One or more components in this product are not listed on or exempt from the Inventory.

Japan Pharmacopoeia Listing:	One or more components in this product are not listed on or exempt from the Inventory.

16.Other information, including date of preparation or last revision

Revision Date:	08/13/2015
Version #:	1.0
Further Information:	No data available.
Disclaimer:	For Industrial Use Only. Keep out of Reach of Children. The hazard information herein is offered solely for the consideration of the user, subject to their own investigation of compliance with applicable regulations, including the safe use of the product under every foreseeable condition.

EUCOFLOOR EPOXY PRIMER

Epoxy Bonding Agent for EucoFloor Concrete Toppings

EUCLID CHEMICAL

Description

EucoFloor Epoxy Primer is a 100% reactive, dual-component, moisture insensitive epoxy bonding agent for EucoFloor concrete floor toppings.

Primary Applications

Bonding agent for EucoFloor floor toppings

Features/Benefits

- Excellent adhesive for bonding EucoFloor toppings to properly prepared concrete substrates
- Moisture insensitive for bonding to dry or damp surfaces

Technical Information

TENSILE BOND STRENGTH (ASTM D 1144)	325 - 425 psi (2.2 - 2.9 MPa)

Coverage

50 to 100 ft^2/gal (1.2 to 2.4 m^2/L) for use with EucoFloor products. Actual coverage rate will vary depending upon base concrete surface profile.

Packaging

EucoFloor Epoxy Primer is packaged in 3 gallon (11.3 L) units.

Shelf Life

2 years in original, unopened package

Directions for Use

Surface Preparation: Concrete: The surface must be structurally sound, dry, free of grease, oils, coatings, dust, curing compounds and other contaminants. Surface laitance must be removed. Oil contaminated surfaces should be degreased. Remove defective concrete down to sound material. Route cracks and blow dust and debris from them with oil-free, compressed air. The preferred method of surface preparation is abrasive blasting or other mechanical means per ICRI Guideline 310.2. **Follow the surface preparation instructions on the EucoFloor topping you are using to obtain the proper profile depth. Following surface preparation, the cleaned surface should pull concrete when tested with a pull tester, or an elcometer (ASTM D 4541).

Mixing: Mix the epoxy primer at or near the desired application area. Premix Part A and B separately with a slow speed motor and "Jiffy" mixer. Pour the entire contents of Part A into a clean mixing container and slowly add the Part B. Mechanically mix slowly for 3 to 5 minutes. Scrape the sides and bottom of mixing container while mixing. Do not whip or aerate while mixing. Transport the mixed epoxy primer to the placement area.

Application: Application and surface temperatures should be at least 50°F (10°C) and rising. Apply the mixed epoxy by brush, roller or squeegee to the prepared, existing concrete substrate. **Follow further application directions on the EucoFloor topping product being used on the project.

Clean-Up

Clean tools and equipment with solvent such as EUCO SOLVENT, acetone, toluene or MEK. Do not allow the epoxy to harden on equipment.

Precautions/Limitations

- Bring materials as close to 70°F (21°C) as possible before using. Store indoors at 45°F to 110°F (7°C to 43°C).
- Do not apply over hardened primer or old epoxy without proper surface preparation.
- Not recommended for use when base concrete is at a temperature under 50°F (10°C).
- In all cases, consult the Safety Data Sheet before use.

WARRANTY: The Euclid Chemical Company ("Euclid") solely and expressly warrants that its products shall be free from defects in materials and workmanship for one (1) year from the date of purchase. Unless authorized in writing by an officer of Euclid, no other representations or statements made by Euclid or its representatives, in writing or orally, shall alter this warranty. EUCLID MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AS TO THE MERCHANTABILITY OR FITNESS FOR ORDINARY OR PARTICULAR PURPOSES OF ITS PRODUCTS AND EXCLUDES THE SAME. If any Euclid product fails to conform with this warranty, Euclid will replace the product at no cost to Buyer. Replacement of any product shall be the sole and exclusive remedy available and buyer shall have no claim for incidental or consequential damages. Any warranty claim must be made within one (1) year from the date of the claimed breach. Euclid does not authorize anyone on its behalf to make any written or oral statements which in any way alter Euclid's installation information or instructions in its product literature or on its packaging labels. Any installation of Euclid products which fails to conform with such installation information or instructions shall void this warranty. Product demonstrations, if any, are done for illustrative purposes only and do not constitute a warranty or warranty alteration of any kind. Buyer shall be solely responsible for determining the suitability of Euclid's products for the Buyer's intended purposes.

This is a kit that contains the following components:
EUCOFLOOR PRIMER P-A
EUCOFLOOR PRIMER P-B

SAFETY DATA SHEET

1. Identification

Product identifier: EUCOFLOOR PRIMER P-A
Product Code: 003LCK 13

Recommended use and restriction on use

Recommended use: Sealant
Restrictions on use: Not known.

Manufacturer/Importer/Supplier/Distributor Information
EUCLID CHEMICAL COMPANY
19218 REDWOOD ROAD
CLEVELAND OH 44110
US

Contact person:	EH&S Department
Telephone:	216-531-9222
Emergency telephone number:	1-800-424-9300 (US); 1-613-996-6666 (Canada)

2. Hazard(s) identification

Hazard Classification

Health Hazards

Serious Eye Damage/Eye Irritation	Category 2B
Skin sensitizer	Category 1

Unknown toxicity - Health

Acute toxicity, oral	7.6 %
Acute toxicity, dermal	7.6 %
Acute toxicity, inhalation, vapor	100 %
Acute toxicity, inhalation, dust or mist	100 %

Unknown toxicity - Environment

Acute hazards to the aquatic environment	100 %
Chronic hazards to the aquatic environment	100 %

Label Elements

Hazard Symbol:



Signal Word: Warning

Hazard Statement: Causes eye irritation.
May cause an allergic skin reaction.

Precautionary Statement

Prevention: Wash thoroughly after handling. Avoid breathing dust/fume/gas/mist/vapors/spray. Contaminated work clothing must not be allowed out of the workplace. Wear protective gloves/protective clothing/eye protection/face protection.

Response: If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention. IF ON SKIN: Wash with plenty of water. If skin irritation or rash occurs: Get medical advice/attention. Specific treatment (see this label). Wash contaminated clothing before reuse.

Disposal: Dispose of contents/container to an appropriate treatment and disposal facility in accordance with applicable laws and regulations, and product characteristics at time of disposal.

Other hazards which do not result in GHS classification: None.

3. Composition/information on ingredients

Mixtures

Chemical Identity	CAS number	Content in percent (%)*
Bisphenol A Polyglycidyl Ether Resin	25068-38-6	60 - 100%

* All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Ingestion: Call a POISON CENTER/doctor/.../if you feel unwell. Rinse mouth.

Inhalation: Move to fresh air.

Skin Contact: If skin irritation occurs: Get medical advice/attention. Destroy or thoroughly clean contaminated shoes. Immediately remove contaminated clothing and shoes and wash skin with soap and plenty of water. If skin irritation or an allergic skin reaction develops, get medical attention.

Eye contact: Any material that contacts the eye should be washed out immediately with water. If easy to do, remove contact lenses. If eye irritation persists: Get medical advice/attention.

Most important symptoms/effects, acute and delayed

Symptoms: May cause skin and eye irritation.

Indication of immediate medical attention and special treatment needed

Treatment:	Symptoms may be delayed.

5. Fire-fighting measures

General Fire Hazards:	No unusual fire or explosion hazards noted.

Suitable (and unsuitable) extinguishing media

Suitable extinguishing media:	Use fire-extinguishing media appropriate for surrounding materials.
Unsuitable extinguishing media:	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical:	During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters

Special fire fighting procedures:	No data available.
Special protective equipment for fire-fighters:	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures:	See Section 8 of the SDS for Personal Protective Equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Keep unauthorized personnel away.
Methods and material for containment and cleaning up:	Dam and absorb spillages with sand, earth or other non-combustible material. Collect spillage in containers, seal securely and deliver for disposal according to local regulations.
Notification Procedures:	In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations.
Environmental Precautions:	Do not contaminate water sources or sewer. Prevent further leakage or spillage if safe to do so.

7. Handling and storage

Precautions for safe handling:	Avoid contact with eyes. Wash hands thoroughly after handling. Avoid contact with eyes, skin, and clothing. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities:	Store away from incompatible materials. Store in original tightly closed container.

8. Exposure controls/personal protection

Control Parameters

Occupational Exposure Limits

None of the components have assigned exposure limits.

Appropriate Engineering Controls	Observe good industrial hygiene practices. Observe occupational exposure limits and minimize the risk of inhalation of vapors and mist. Mechanical ventilation or local exhaust ventilation may be required.

Individual protection measures, such as personal protective equipment

General information:	Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. Supplementary local exhaust ventilation, closed systems, or respiratory and eye protection may be needed in special circumstances, such as poorly ventilated spaces, heating, evaporation of liquids from large surfaces, spraying of mists, mechanical generation of dusts, drying of solids, etc.
Eye/face protection:	Wear safety glasses with side shields (or goggles).
Skin Protection	
Hand Protection:	Use suitable protective gloves if risk of skin contact.
Other:	Wear suitable protective clothing. Wear chemical-resistant gloves, footwear, and protective clothing appropriate for the risk of exposure. Contact health and safety professional or manufacturer for specific information.
Respiratory Protection:	In case of inadequate ventilation use suitable respirator. Seek advice from local supervisor.
Hygiene measures:	Observe good industrial hygiene practices. Contaminated work clothing should not be allowed out of the workplace. Avoid contact with skin.

9. Physical and chemical properties

Appearance

Physical state:	liquid
Form:	liquid
Color:	Colorless
Odor:	Mild
Odor threshold:	No data available.
pH:	No data available.
Melting point/freezing point:	No data available.
Initial boiling point and boiling range:	> 260 °C > 500 °F
Flash Point:	> 93 °C > 200 °F(Setaflash Closed Cup)
Evaporation rate:	Slower than Ether

Flammability (solid, gas):	No
Upper/lower limit on flammability or explosive limits	
Flammability limit - upper (%):	No data available.
Flammability limit - lower (%):	1.4 %(V)
Explosive limit - upper (%):	No data available.
Explosive limit - lower (%):	No data available.
Vapor pressure:	No data available.
Vapor density:	Vapors are heavier than air and may travel along the floor and in the bottom of containers.
Relative density:	1.075
Solubility(ies)	
Solubility in water:	Insoluble in water
Solubility (other):	No data available.
Partition coefficient (n-octanol/water):	No data available.
Auto-ignition temperature:	No data available.
Decomposition temperature:	No data available.
Viscosity:	No data available.

10. Stability and reactivity

Reactivity:	No data available.
Chemical Stability:	Material is stable under normal conditions.
Possibility of Hazardous Reactions:	No data available.
Conditions to Avoid:	Avoid heat or contamination.
Incompatible Materials:	No data available.
Hazardous Decomposition Products:	Thermal decomposition or combustion may liberate carbon oxides and other toxic gases or vapors.

11. Toxicological information

Information on likely routes of exposure

Ingestion:	May be ingested by accident. Ingestion may cause irritation and malaise.
Inhalation:	In high concentrations, vapors, fumes or mists may irritate nose, throat and mucus membranes.
Skin Contact:	May be harmful in contact with skin. Causes mild skin irritation. May cause an allergic skin reaction.
Eye contact:	Causes eye irritation.

Information on toxicological effects

Acute toxicity (list all possible routes of exposure)

Oral
Product: No data available.

Dermal
Product: ATEmix: 3,733.77 mg/kg

Inhalation
Product: No data available.

Specified substance(s):

Bisphenol A Polyglycidyl Ether Resin	LC 0 (Rat, 5 h): > 0 ppm

Repeated dose toxicity
Product: No data available.

Skin Corrosion/Irritation
Product: No data available.

Serious Eye Damage/Eye Irritation
Product: No data available.

Specified substance(s):

Bisphenol A Polyglycidyl Ether Resin	in vivo (Rabbit, 24 hrs): Slightly irritating

Respiratory or Skin Sensitization
Product: No data available.

Carcinogenicity
Product: No data available.

IARC Monographs on the Evaluation of Carcinogenic Risks to Humans:
No carcinogenic components identified

US. National Toxicology Program (NTP) Report on Carcinogens:
No carcinogenic components identified

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050):
No carcinogenic components identified

Germ Cell Mutagenicity

In vitro
Product: No data available.

In vivo
Product: No data available.

Reproductive toxicity
Product: No data available.

Specific Target Organ Toxicity - Single Exposure
Product: No data available.

Specific Target Organ Toxicity - Repeated Exposure
Product: No data available.

Aspiration Hazard
Product: No data available.

Other effects: No data available.

12. Ecological information

Ecotoxicity:

Acute hazards to the aquatic environment:

Fish
Product: No data available.

Aquatic Invertebrates
Product: No data available.

Chronic hazards to the aquatic environment:

Fish
Product: No data available.

Aquatic Invertebrates
Product: No data available.

Toxicity to Aquatic Plants
Product: No data available.

Persistence and Degradability

Biodegradation
Product: No data available.

BOD/COD Ratio
Product: No data available.

Bioaccumulative Potential
Bioconcentration Factor (BCF)
Product: No data available.

Partition Coefficient n-octanol / water (log Kow)
Product: No data available.

Mobility in Soil: No data available.

Other Adverse Effects: No data available.

13. Disposal considerations

Disposal instructions: Dispose of waste at an appropriate treatment and disposal facility in accordance with applicable laws and regulations, and product characteristics at time of disposal.

Contaminated Packaging: No data available.

14. Transport information

TDG:

Not Regulated

CFR / DOT:

Not Regulated

IMDG:

Not Regulated

15. Regulatory information

US Federal Regulations

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)
None present or none present in regulated quantities.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)
None present or none present in regulated quantities.

CERCLA Hazardous Substance List (40 CFR 302.4):
None present or none present in regulated quantities.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
Immediate (Acute) Health Hazards

SARA 302 Extremely Hazardous Substance
None present or none present in regulated quantities.

SARA 304 Emergency Release Notification
None present or none present in regulated quantities.

SARA 311/312 Hazardous Chemical

Chemical Identity	Threshold Planning Quantity
Bisphenol A Polyglycidyl Ether Resin	500 lbs

SARA 313 (TRI Reporting)
None present or none present in regulated quantities.

Clean Water Act Section 311 Hazardous Substances (40 CFR 117.3)
None present or none present in regulated quantities.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130):
None present or none present in regulated quantities.

US State Regulations

US. California Proposition 65
No ingredient regulated by CA Prop 65 present.

US. New Jersey Worker and Community Right-to-Know Act
No ingredient regulated by NJ Right-to-Know Law present.

US. Massachusetts RTK - Substance List
No ingredient regulated by MA Right-to-Know Law present.

US. Pennsylvania RTK - Hazardous Substances
No ingredient regulated by PA Right-to-Know Law present.

US. Rhode Island RTK
No ingredient regulated by RI Right-to-Know Law present.

Other Regulations:

When appropriately mixed with the other part, product has a VOC less water and exempt solvent of:
0 g/l

Inventory Status:

Australia AICS:	All components in this product are listed on or exempt from the Inventory.
Canada DSL Inventory List:	All components in this product are listed on or exempt from the Inventory.
EINECS, ELINCS or NLP:	All components in this product are listed on or exempt from the Inventory.
Japan (ENCS) List:	One or more components in this product are not listed on or exempt from the Inventory.
China Inv. Existing Chemical Substances:	All components in this product are listed on or exempt from the Inventory.
Korea Existing Chemicals Inv. (KECI):	All components in this product are listed on or exempt from the Inventory.
Canada NDSL Inventory:	One or more components in this product are not listed on or exempt from the Inventory.
Philippines PICCS:	All components in this product are listed on or exempt from the Inventory.
US TSCA Inventory:	All components in this product are listed on or exempt from the Inventory.
New Zealand Inventory of Chemicals:	All components in this product are listed on or exempt from the Inventory.
Japan ISHL Listing:	One or more components in this product are not listed on or exempt from the Inventory.
Japan Pharmacopoeia Listing:	One or more components in this product are not listed on or exempt from the Inventory.

16.Other information, including date of preparation or last revision

Revision Date:	07/28/2015
Version #:	1.0
Further Information:	No data available.
Disclaimer:	For Industrial Use Only. Keep out of Reach of Children. The hazard information herein is offered solely for the consideration of the user, subject to their own investigation of compliance with applicable regulations, including the safe use of the product under every foreseeable condition.

SAFETY DATA SHEET

1. Identification

Product identifier: EUCOFLOOR PRIMER P-B
Product Code: 003LCK 13

Recommended use and restriction on use

Recommended use: Curative
Restrictions on use: Not known.

Manufacturer/Importer/Supplier/Distributor Information
EUCLID CHEMICAL COMPANY
19218 REDWOOD ROAD
CLEVELAND OH 44110
US

Contact person:	EH&S Department
Telephone:	216-531-9222
Emergency telephone number:	1-800-424-9300 (US); 1-613-996-6666 (Canada)

2. Hazard(s) identification

Hazard Classification

Health Hazards

Acute toxicity (Inhalation - dust and mist)	Category 4
Skin Corrosion/Irritation	Category 1A
Serious Eye Damage/Eye Irritation	Category 1
Skin sensitizer	Category 1
Toxic to reproduction	Category 2

Acute toxicity, oral	0 %
Acute toxicity, dermal	29.58 %
Acute toxicity, inhalation, vapor	100 %
Acute toxicity, inhalation, dust or mist	85.77 %

Environmental Hazards

Acute hazards to the aquatic environment	Category 2

Acute hazards to the aquatic environment	68.58 %
Chronic hazards to the aquatic environment	100 %

Label Elements

Hazard Symbol:



Signal Word: Danger

Hazard Statement:
Harmful if inhaled.
Causes severe skin burns and eye damage.
May cause an allergic skin reaction.
Suspected of damaging fertility or the unborn child.
Toxic to aquatic life.

Precautionary Statement

Prevention: Use only outdoors or in a well-ventilated area. Do not breathe dust or mists. Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection. Contaminated work clothing must not be allowed out of the workplace. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Use personal protective equipment as required.

Response: IF INHALED: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If skin irritation or rash occurs: Get medical advice/attention. If swallowed: Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER/doctor. Specific treatment (see this label). Wash contaminated clothing before reuse.

Storage: Store locked up.

Disposal: Dispose of contents/container to an appropriate treatment and disposal facility in accordance with applicable laws and regulations, and product characteristics at time of disposal.

Other hazards which do not result in GHS classification: None.

3. Composition/information on ingredients

Mixtures

Chemical Identity	CAS number	Content in percent (%)*
4-tert-Butylphenol	98-54-4	15 - 40%
m-Xylenediamine	1477-55-0	10 - 30%
1,3-Cyclohexanedimethanamine	2579-20-6	10 - 30%

Bisphenol A	80-05-7	1 - 5%
Diethylenetriamine	111-40-0	1 - 5%
Tetraethylene pentamine	112-57-2	1 - 5%

* All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Ingestion: Rinse mouth. Call a physician or poison control center immediately. Never give liquid to an unconscious person. Do not induce vomiting without advice from poison control center.

Inhalation: Call a physician or poison control center immediately. If breathing stops, provide artificial respiration. Move to fresh air. If breathing is difficult, give oxygen.

Skin Contact: Call a physician or poison control center immediately. Destroy or thoroughly clean contaminated shoes. Immediately remove contaminated clothing and shoes and wash skin with soap and plenty of water. If skin irritation or an allergic skin reaction develops, get medical attention.

Eye contact: Immediately flush with plenty of water for at least 15 minutes. If easy to do, remove contact lenses. Call a physician or poison control center immediately.

Most important symptoms/effects, acute and delayed

Symptoms: Prolonged or repeated contact with skin may cause redness, itching, irritation and eczema/chapping. Extreme irritation of eyes and mucous membranes, including burning and tearing.

Indication of immediate medical attention and special treatment needed

Treatment: Symptoms may be delayed.

5. Fire-fighting measures

General Fire Hazards: No unusual fire or explosion hazards noted.

Suitable (and unsuitable) extinguishing media

Suitable extinguishing media: Use fire-extinguishing media appropriate for surrounding materials.

Unsuitable extinguishing media: Do not use water jet as an extinguisher, as this will spread the fire.

Specific hazards arising from the chemical: During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters

Special fire fighting procedures: No data available.

Special protective equipment for fire-fighters:	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures:	See Section 8 of the SDS for Personal Protective Equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Keep unauthorized personnel away.
Methods and material for containment and cleaning up:	Dam and absorb spillages with sand, earth or other non-combustible material. Collect spillage in containers, seal securely and deliver for disposal according to local regulations.
Notification Procedures:	In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations.
Environmental Precautions:	Do not contaminate water sources or sewer. Prevent further leakage or spillage if safe to do so. Avoid release to the environment.

7. Handling and storage

Precautions for safe handling:	Wash hands thoroughly after handling. Do not get in eyes. Do not handle until all safety precautions have been read and understood. Obtain special instructions before use. Use personal protective equipment as required. Do not get in eyes, on skin, on clothing. Avoid contact with eyes, skin, and clothing. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities:	Store locked up.

8. Exposure controls/personal protection

Control Parameters

Occupational Exposure Limits

Chemical Identity	type	Exposure Limit Values	Source
m-Xylenediamine	Ceiling	0.1 mg/m3	US. ACGIH Threshold Limit Values (2011)
Diethylenetriamine	TWA	1 ppm	US. ACGIH Threshold Limit Values (2011)

Chemical name	type	Exposure Limit Values	Source
m-Xylenediamine	CEILING	0.1 mg/m3	Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended) (07 2007)
m-Xylenediamine	CEV	0.1 mg/m3	Canada. Ontario OELs. (Control of Exposure to Biological or Chemical Agents) (11 2010)
m-Xylenediamine	CEILING	0.1 mg/m3	Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment) (12 2008)
Diethylenetriamine	TWA	1 ppm	Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended) (07 2007)
Diethylenetriamine	TWAEV	1 ppm	Canada. Ontario OELs. (Control of Exposure to Biological or Chemical Agents) (11 2010)
Diethylenetriamine	TWA	1 ppm 4.2 mg/m3	Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment) (12 2008)

Appropriate Engineering Controls Observe good industrial hygiene practices. Observe occupational exposure limits and minimize the risk of inhalation of vapors and mist. Mechanical ventilation or local exhaust ventilation may be required.

Individual protection measures, such as personal protective equipment

General information: Provide easy access to water supply and eye wash facilities. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.

Eye/face protection: Wear a full-face respirator, if needed. Wear safety glasses with side shields (or goggles) and a face shield.

Skin Protection

Hand Protection: Use suitable protective gloves if risk of skin contact.

Other: Wear suitable protective clothing. Wear chemical-resistant gloves, footwear, and protective clothing appropriate for the risk of exposure. Contact health and safety professional or manufacturer for specific information.

Respiratory Protection: In case of inadequate ventilation use suitable respirator. Seek advice from local supervisor.

Hygiene measures:	Observe good industrial hygiene practices. Do not get in eyes. Do not handle until all safety precautions have been read and understood. Obtain special instructions before use. Wash contaminated clothing before reuse. Do not get this material in contact with skin. Wash hands before breaks and immediately after handling the product. Contaminated work clothing should not be allowed out of the workplace. Avoid contact with skin.

9. Physical and chemical properties

Appearance	
Physical state:	liquid
Form:	liquid
Color:	Amber
Odor:	Mild pungent
Odor threshold:	No data available.
pH:	No data available.
Melting point/freezing point:	No data available.
Initial boiling point and boiling range:	> 260 °C > 500 °F
Flash Point:	> 93 °C > 200 °F(Setaflash Closed Cup)
Evaporation rate:	Slower than Ether
Flammability (solid, gas):	No
Upper/lower limit on flammability or explosive limits	
Flammability limit - upper (%):	No data available.
Flammability limit - lower (%):	No data available.
Explosive limit - upper (%):	No data available.
Explosive limit - lower (%):	No data available.
Vapor pressure:	No data available.
Vapor density:	Vapors are heavier than air and may travel along the floor and in the bottom of containers.
Relative density:	0.99
Solubility(ies)	
Solubility in water:	Insoluble in water
Solubility (other):	No data available.
Partition coefficient (n-octanol/water):	No data available.
Auto-ignition temperature:	No data available.
Decomposition temperature:	No data available.
Viscosity:	No data available.

10. Stability and reactivity

Reactivity:	No data available.
Chemical Stability:	Material is stable under normal conditions.
Possibility of Hazardous Reactions:	No data available.
Conditions to Avoid:	Avoid heat or contamination.

Incompatible Materials:	Strong acids.
Hazardous Decomposition Products:	Thermal decomposition or combustion may liberate carbon oxides and other toxic gases or vapors.

11. Toxicological information

Information on likely routes of exposure

Ingestion:	May be harmful if swallowed.
Inhalation:	In high concentrations, vapors, fumes or mists may irritate nose, throat and mucus membranes.
Skin Contact:	May be harmful in contact with skin. Causes severe skin burns. May cause an allergic skin reaction.
Eye contact:	Causes serious eye damage.

Information on toxicological effects

Acute toxicity (list all possible routes of exposure)

Oral

Product:	ATEmix: 2,743.21 mg/kg

Dermal

Product:	ATEmix: 4,362.11 mg/kg

Inhalation

Product:	ATEmix: 1.38 mg/l

Repeated dose toxicity

Product:	No data available.

Skin Corrosion/Irritation

Product:	No data available.

Serious Eye Damage/Eye Irritation

Product:	No data available.

Specified substance(s):

4-tert-Butylphenol	in vivo (Rabbit, 24 hrs): Category 1
Bisphenol A	in vivo (Rabbit, 24 hrs): Not classified as an Irritant
Diethylenetriamine	in vivo (Rabbit, 1 - 48 hrs): Corrosive
Tetraethylene pentamine	Strongly Irritating

Respiratory or Skin Sensitization

Product: No data available.

Carcinogenicity
Product: No data available.

IARC Monographs on the Evaluation of Carcinogenic Risks to Humans:
No carcinogenic components identified

US. National Toxicology Program (NTP) Report on Carcinogens:
No carcinogenic components identified

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050):
No carcinogenic components identified

Germ Cell Mutagenicity

In vitro
Product: No data available.

In vivo
Product: No data available.

Reproductive toxicity
Product: Suspected of damaging fertility or the unborn child.

Specific Target Organ Toxicity - Single Exposure
Product: No data available.

Specific Target Organ Toxicity - Repeated Exposure
Product: No data available.

Aspiration Hazard
Product: No data available.

Other effects: No data available.

12. Ecological information

Ecotoxicity:

Acute hazards to the aquatic environment:

Fish
Product: No data available.

Specified substance(s):

4-tert-Butylphenol	LC 50 (Fathead minnow (Pimephales promelas), 96 h): 4.71 - 5.62 mg/l Mortality
Bisphenol A	LC 50 (Fathead minnow (Pimephales promelas), 96 h): 4 - 5.5 mg/l Mortality

Diethylenetriamine	LC 50 (Guppy (Poecilia reticulata), 96 h): 1,014 mg/l Mortality

Aquatic Invertebrates

Product:	No data available.

Specified substance(s):

4-tert-Butylphenol	LC 50 (Bay shrimp, Sand shrimp (Crangon septemspinosa), 96 h): 1.9 mg/l Mortality
Bisphenol A	LC 50 (Hydra (Hydra vulgaris), 24 h): 10.9 - 14 mg/l Mortality
Diethylenetriamine	LC 50 (Water flea (Daphnia magna), 48 h): 53.5 mg/l Intoxication

Chronic hazards to the aquatic environment:

Fish

Product:	No data available.

Specified substance(s):

4-tert-Butylphenol	NOAEL (Pimephales promelas, 128 d): 10 µg/l experimental result
Bisphenol A	NOAEL (Oncorhynchus mykiss, 28 d): 3.64 mg/l experimental result
Diethylenetriamine	NOAEL (Gasterosteus aculeatus, 28 d): > 10 mg/l experimental result

Aquatic Invertebrates

Product:	No data available.

Toxicity to Aquatic Plants

Product:	No data available.

Persistence and Degradability

Biodegradation

Product:	No data available.

BOD/COD Ratio

Product:	No data available.

Bioaccumulative Potential

Bioconcentration Factor (BCF)

Product:	No data available.

Specified substance(s):

4-tert-Butylphenol	Green algae (Chlorella fusca vacuolata), Bioconcentration Factor (BCF): 34 (Static)
Bisphenol A	Rainbow trout,donaldson trout (Oncorhynchus mykiss), Bioconcentration Factor (BCF): 10.8 (Flow through)

Partition Coefficient n-octanol / water (log Kow)

Product:	No data available.

Specified substance(s):

Bisphenol A	Log Kow: 3.32
Tetraethylene pentamine	Log Kow: 1.503

Mobility in Soil: No data available.

Other Adverse Effects: Toxic to aquatic organisms.

13. Disposal considerations

Disposal instructions: Dispose of waste at an appropriate treatment and disposal facility in accordance with applicable laws and regulations, and product characteristics at time of disposal.

Contaminated Packaging: No data available.

14. Transport information

TDG:

UN1760, CORROSIVE LIQUID, N.O.S. (Xylene Diamine, 1,3-Cyclohexanedimethanamine), 8, PG II

CFR / DOT:

UN1760, Corrosive liquids, n.o.s. (Xylene Diamine, 1,3-Cyclohexanedimethanamine), 8, PG II

IMDG:

UN1760, CORROSIVE LIQUID, N.O.S. (Xylene Diamine, 1,3-Cyclohexanedimethanamine), 8, PG II

Further Information:

The above shipping description may not be accurate for all container sizes and all modes of transportation. Please refer to Bill of Lading.

15. Regulatory information

US Federal Regulations

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

None present or none present in regulated quantities.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

None present or none present in regulated quantities.

CERCLA Hazardous Substance List (40 CFR 302.4):

Chemical Identity	Reportable quantity

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate (Acute) Health Hazards

Delayed (Chronic) Health Hazard

SARA 302 Extremely Hazardous Substance

None present or none present in regulated quantities.

SARA 304 Emergency Release Notification

Chemical Identity	Reportable quantity
Bisphenol A	

SARA 311/312 Hazardous Chemical

Chemical Identity	Threshold Planning Quantity
4-tert-Butylphenol	500 lbs
m-Xylenediamine	500 lbs
1,3-Cyclohexanedimethanamine	500 lbs
Bisphenol A	500 lbs
Diethylenetriamine	500 lbs
Tetraethylene pentamine	500 lbs

SARA 313 (TRI Reporting)

Chemical Identity
Bisphenol A

Clean Water Act Section 311 Hazardous Substances (40 CFR 117.3)

None present or none present in regulated quantities.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130):

None present or none present in regulated quantities.

US State Regulations

US. California Proposition 65

No ingredient regulated by CA Prop 65 present.

US. New Jersey Worker and Community Right-to-Know Act

Chemical Identity
m-Xylenediamine
Bisphenol A
Diethylenetriamine
Tetraethylene pentamine

US. Massachusetts RTK - Substance List

Chemical Identity
m-Xylenediamine
Bisphenol A
Diethylenetriamine
Tetraethylene pentamine

US. Pennsylvania RTK - Hazardous Substances

Chemical Identity
m-Xylenediamine
Bisphenol A
Diethylenetriamine
Tetraethylene pentamine

US. Rhode Island RTK

Chemical Identity
Bisphenol A

Other Regulations:

When appropriately mixed with the other part, product has a VOC less water and exempt solvent of:
0 g/l

Inventory Status:

Australia AICS:	One or more components in this product are not listed on or exempt from the Inventory.
Canada DSL Inventory List:	All components in this product are listed on or exempt from the Inventory.
EINECS, ELINCS or NLP:	One or more components in this product are not listed on or exempt from the Inventory.
Japan (ENCS) List:	One or more components in this product are not listed on or exempt from the Inventory.
China Inv. Existing Chemical Substances:	One or more components in this product are not listed on or exempt from the Inventory.
Korea Existing Chemicals Inv. (KECI):	One or more components in this product are not listed on or exempt from the Inventory.
Canada NDSL Inventory:	One or more components in this product are not listed on or exempt from the Inventory.
Philippines PICCS:	One or more components in this product are not listed on or exempt from the Inventory.
US TSCA Inventory:	All components in this product are listed on or exempt from the Inventory.
New Zealand Inventory of Chemicals:	One or more components in this product are not listed on or exempt from the Inventory.
Japan ISHL Listing:	One or more components in this product are

	not listed on or exempt from the Inventory.
Japan Pharmacopoeia Listing:	One or more components in this product are not listed on or exempt from the Inventory.

16.Other information, including date of preparation or last revision

Revision Date:	07/28/2015
Version #:	1.0
Further Information:	No data available.
Disclaimer:	For Industrial Use Only. Keep out of Reach of Children. The hazard information herein is offered solely for the consideration of the user, subject to their own investigation of compliance with applicable regulations, including the safe use of the product under every foreseeable condition.

SAFETY DATA SHEET

1. Identification

Material name: EUCOBAR - 55 GAL DRUM
Material: 028 55

Recommended use and restriction on use

Recommended use: Coatings
Restrictions on use: Not known.

Manufacturer/Importer/Supplier/Distributor Information
Euclid Admixture Canada Inc.
2835 Grand-Allee
Saint Hubert QC J4T 2R4
CA

Contact person:	EH&S Department
Telephone:	(450)465-2233
Emergency telephone number:	1-800-424-9300 (US); 1-613-996-6666 (Canada)

2. Hazard(s) identification

Hazard Classification

Not classified

Label Elements

Hazard Symbol:	No symbol
Signal Word:	No signal word.
Hazard Statement:	not applicable
Precautionary Statement:	not applicable

Other hazards which do not result in GHS classification: None.

3. Composition/information on ingredients

Mixtures

Chemical Identity	CAS number	Content in percent (%)*
Stearic acid	57-11-4	0.1 - 1%
Morpholine	110-91-8	0.1 - 1%

* All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Ingestion:	Call a POISON CENTER/doctor/.../if you feel unwell. Rinse mouth.
Inhalation:	Move to fresh air.
Skin Contact:	Wash skin thoroughly with soap and water. If skin irritation occurs: Get medical advice/attention.
Eye contact:	Any material that contacts the eye should be washed out immediately with water. If easy to do, remove contact lenses. If eye irritation persists: Get medical advice/attention.

Most important symptoms/effects, acute and delayed

Symptoms:	May cause skin and eye irritation.

Indication of immediate medical attention and special treatment needed

Treatment:	Get medical attention if symptoms occur.

5. Fire-fighting measures

General Fire Hazards:	No unusual fire or explosion hazards noted.

Suitable (and unsuitable) extinguishing media

Suitable extinguishing media:	Use fire-extinguishing media appropriate for surrounding materials.
Unsuitable extinguishing media:	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical:	During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters

Special fire fighting procedures:	No data available.
Special protective equipment for fire-fighters:	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures:	No data available.
Methods and material for containment and cleaning up:	Dam and absorb spillages with sand, earth or other non-combustible material. Collect spillage in containers, seal securely and deliver for disposal according to local regulations.

Notification Procedures: In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations.

Environmental Precautions: Avoid release to the environment. Prevent further leakage or spillage if safe to do so. Do not contaminate water sources or sewer. Environmental manager must be informed of all major spillages.

7. Handling and storage

Precautions for safe handling: Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities: Store away from incompatible materials. Store in original tightly closed container.

8. Exposure controls/personal protection

Control Parameters

Occupational Exposure Limits

Chemical Identity	type	Exposure Limit Values	Source
Stearic acid	TWA	10 mg/m3	US. ACGIH Threshold Limit Values (2011)
Morpholine	TWA	20 ppm	US. ACGIH Threshold Limit Values (2011)
	PEL	20 ppm 70 mg/m3	US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) (02 2006)

Appropriate Engineering Controls Observe good industrial hygiene practices. Observe occupational exposure limits and minimize the risk of inhalation of vapors and mist. Mechanical ventilation or local exhaust ventilation may be required.

Individual protection measures, such as personal protective equipment

General information: Use personal protective equipment as required.

Eye/face protection: Wear goggles/face shield.

Skin Protection

Hand Protection: Use suitable protective gloves if risk of skin contact.

Other: No data available.

Respiratory Protection: In case of inadequate ventilation use suitable respirator. Seek advice from local supervisor.

Hygiene measures: Observe good industrial hygiene practices.

9. Physical and chemical properties

Appearance	
Physical state:	liquid
Form:	liquid
Color:	Pink
Odor:	Mild
Odor threshold:	No data available.
pH:	7 - 9
Melting point/freezing point:	No data available.
Initial boiling point and boiling range:	No data available.
Flash Point:	> 121 °C > 250 °F
Evaporation rate:	Slower than Ether
Flammability (solid, gas):	No
Upper/lower limit on flammability or explosive limits	
Flammability limit - upper (%):	No data available.
Flammability limit - lower (%):	No data available.
Explosive limit - upper (%):	No data available.
Explosive limit - lower (%):	No data available.
Vapor pressure:	No data available.
Vapor density:	Vapors are heavier than air and may travel along the floor and in the bottom of containers.
Relative density:	1
Solubility(ies)	
Solubility in water:	Soluble
Solubility (other):	No data available.
Partition coefficient (n-octanol/water):	No data available.
Auto-ignition temperature:	No data available.
Decomposition temperature:	No data available.
Viscosity:	No data available.

10. Stability and reactivity

Reactivity:	No data available.
Chemical Stability:	Material is stable under normal conditions.
Possibility of Hazardous Reactions:	No data available.
Conditions to Avoid:	Avoid heat or contamination.
Incompatible Materials:	Strong acids. Strong bases.
Hazardous Decomposition Products:	Thermal decomposition or combustion may liberate carbon oxides and other toxic gases or vapors.

11. Toxicological information

Information on likely routes of exposure

Ingestion:	May be ingested by accident. Ingestion may cause irritation and malaise.
Inhalation:	In high concentrations, vapors, fumes or mists may irritate nose, throat and mucus membranes.
Skin Contact:	Causes mild skin irritation.
Eye contact:	Eye contact is possible and should be avoided.

Information on toxicological effects

Acute toxicity (list all possible routes of exposure)

Oral
Product: No data available.

Dermal
Product: No data available.

Inhalation
Product: No data available.

Repeated dose toxicity
Product: No data available.

Skin Corrosion/Irritation
Product: No data available.

Serious Eye Damage/Eye Irritation
Product: No data available.

Specified substance(s):

Stearic acid	in vivo (Rabbit, 27 - 72 hrs): Not irritating
Morpholine	in vivo (Rabbit, 24 - 72 hrs): Corrosive

Respiratory or Skin Sensitization
Product: No data available.

Carcinogenicity
Product: No data available.

IARC Monographs on the Evaluation of Carcinogenic Risks to Humans:
No carcinogenic components identified

US. National Toxicology Program (NTP) Report on Carcinogens:
No carcinogenic components identified

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050):
No carcinogenic components identified

Germ Cell Mutagenicity

In vitro
Product: No data available.

In vivo
Product: No data available.

Reproductive toxicity
Product: No data available.

Specific Target Organ Toxicity - Single Exposure
Product: No data available.

Specific Target Organ Toxicity - Repeated Exposure
Product: No data available.

Aspiration Hazard
Product: No data available.

Other effects: No data available.

12. Ecological information

Ecotoxicity:

Acute hazards to the aquatic environment:

Fish
Product: No data available.

Specified substance(s):
Morpholine — LC 50 (Bluegill (Lepomis macrochirus), 96 h): 350 mg/l Mortality

Aquatic Invertebrates
Product: No data available.

Specified substance(s):
Morpholine — LC 50 (Water flea (Daphnia magna), 24 h): 100 mg/l Mortality

Chronic hazards to the aquatic environment:

Fish
Product: No data available.

Aquatic Invertebrates
Product: No data available.

Toxicity to Aquatic Plants
Product: No data available.

Persistence and Degradability

Biodegradation
Product: No data available.

BOD/COD Ratio
Product: No data available.

Bioaccumulative Potential
Bioconcentration Factor (BCF)
Product: No data available.

Partition Coefficient n-octanol / water (log Kow)
Product: No data available.

Specified substance(s):

Stearic acid	Log Kow: 8.23
Morpholine	Log Kow: -0.86

Mobility in Soil: No data available.

Other Adverse Effects: No data available.

13. Disposal considerations

Disposal instructions: Dispose of waste at an appropriate treatment and disposal facility in accordance with applicable laws and regulations, and product characteristics at time of disposal.

Contaminated Packaging: No data available.

14. Transport information

TDG:

Not Regulated

CFR / DOT:

Not Regulated

IMDG:

Not Regulated

15. Regulatory information

US Federal Regulations

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)
None present or none present in regulated quantities.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)
None present or none present in regulated quantities.

CERCLA Hazardous Substance List (40 CFR 302.4):

Chemical Identity	Reportable quantity
Morpholine	100 lbs.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
Not listed.

SARA 302 Extremely Hazardous Substance
None present or none present in regulated quantities.

SARA 304 Emergency Release Notification

Chemical Identity	Reportable quantity
Morpholine	100 lbs.
Xanthylium	

SARA 311/312 Hazardous Chemical

Chemical Identity	Threshold Planning Quantity
Stearic acid	500 lbs
Morpholine	500 lbs

SARA 313 (TRI Reporting)
None present or none present in regulated quantities.

Clean Water Act Section 311 Hazardous Substances (40 CFR 117.3)
None present or none present in regulated quantities.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130):
None present or none present in regulated quantities.

US State Regulations

US. California Proposition 65
No ingredient regulated by CA Prop 65 present.

US. New Jersey Worker and Community Right-to-Know Act
No ingredient regulated by NJ Right-to-Know Law present.

US. Massachusetts RTK - Substance List
No ingredient regulated by MA Right-to-Know Law present.

US. Pennsylvania RTK - Hazardous Substances
No ingredient regulated by PA Right-to-Know Law present.

US. Rhode Island RTK
No ingredient regulated by RI Right-to-Know Law present.

Other Regulations:

Regulatory VOC (less water and exempt solvent):	88 g/l
VOC Method 310:	0.19 %

Inventory Status:

Australia AICS:	One or more components in this product are not listed on or exempt from the Inventory.
Canada DSL Inventory List:	All components in this product are listed on or exempt from the Inventory.
EINECS, ELINCS or NLP:	One or more components in this product are not listed on or exempt from the Inventory.
Japan (ENCS) List:	One or more components in this product are not listed on or exempt from the Inventory.
China Inv. Existing Chemical Substances:	One or more components in this product are not listed on or exempt from the Inventory.
Korea Existing Chemicals Inv. (KECI):	One or more components in this product are not listed on or exempt from the Inventory.
Canada NDSL Inventory:	One or more components in this product are not listed on or exempt from the Inventory.
Philippines PICCS:	One or more components in this product are not listed on or exempt from the Inventory.
US TSCA Inventory:	All components in this product are listed on or exempt from the Inventory.
New Zealand Inventory of Chemicals:	One or more components in this product are not listed on or exempt from the Inventory.
Japan ISHL Listing:	One or more components in this product are

	not listed on or exempt from the Inventory.
Japan Pharmacopoeia Listing:	One or more components in this product are not listed on or exempt from the Inventory.

16.Other information, including date of preparation or last revision

Revision Date:	08/13/2015
Version #:	1.0
Further Information:	No data available.
Disclaimer:	For Industrial Use Only. Keep out of Reach of Children. The hazard information herein is offered solely for the consideration of the user, subject to their own investigation of compliance with applicable regulations, including the safe use of the product under every foreseeable condition.

EUCOBAR

Evaporation Retardant

EUCLID CHEMICAL

Description

EUCOBAR is designed to be used as an evaporation retardant on concrete surfaces of all types. When sprayed over fresh concrete, EUCOBAR forms a monomolecular film that prevents rapid moisture loss from the concrete surface. It is easy to use requiring only the addition of water before spray application. EUCOBAR is especially effective when concreting operations must be performed in direct sun, wind, high temperatures, or low relative humidity.

Primary Applications

- Floors
- Pavements
- Concrete toppings
- Vertical/overhead repairs
- Dry shake floors including all SURFLEX and EUCO-PLATE formulations
- Specialty iron toppings
- Parking decks and ramps

Features/Benefits

- Holds in surface moisture on concrete floors, slabs, and repairs
- Helps prevent plastic shrinkage cracking
- Easy and economical to use
- Helps eliminate crusting caused by loss of surface moisture
- Water based for total compatibility with fresh concrete
- Excellent for both interior and exterior concrete projects
- Will not effect adhesion of curing compound or other treatments

Technical Information

EUCOBAR is a water based polymer concentrate that is readily dilutable in water.

Evaporation rate is a function of relative humidity, concrete temperature, air temperature and wind velocity. Plastic shrinkage cracking is a strong possibility when the rate of evaporation exceeds 0.2 lb/ft^2/hr (1.0 kg/m^2/hr). The chart on the back of this page (Fig. 2.1.5 of ACI 305, Hot Weather Concreting) is useful in determining the evaporation rate under a given set of jobsite conditions. Use EUCOBAR when the above limit is exceeded.

Appearance: EUCOBAR is a free flowing pink liquid designed to be mixed with water. The use of EUCOBAR will not affect the color of concrete.

Packaging

EUCOBAR is packaged in 55 gal (208 L) drums, 5 gal (18.9 L) pails and 6/1 gal (3.8 L) units per case.

Shelf Life

2 years in original, unopened package

Coverage

Dilution Rate: 9:1 (Water:EUCOBAR)

EUCOBAR (after dilution) will cover approximately 200 to 400 ft^2/gal (5 to 10 m^2/L). Coverage will vary depending on concrete texture and wind conditions. For estimating purposes, 1 gal (3.8 L) of EUCOBAR concentrate will treat 2000 to 4000 ft^2 (186 to 372 m^2) of concrete surface area, but is highly dependent upon ambient conditions.

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800-321-7628 t • 216-531-9596 f
www.euclidchemical.com

Directions for Use

Surface Preparation: EUCOBAR is applied directly to the surface of fresh concrete. No surface preparation is necessary.

Mixing: EUCOBAR is supplied as a concentrate and must be diluted with water at a 9:1 (water:EUCOBAR) ratio. Determine capacity of sprayer and divide by 10. Add this amount of EUCOBAR to the sprayer canister followed by 9 times that amount of water. For example, if 1 quart (0.95 L) of EUCOBAR is added, dilute with 9 quarts (8.5 L) of water. Mix or shake until thoroughly blended.

Placement: Apply using a tank type, hand pump sprayer capable of spraying in a fine mist. Use a slotted tip for the best spray. Spray EUCOBAR over the fresh concrete surface as soon as possible after floating. A pink, translucent sheen will appear as the surface is treated. On extreme drying conditions, additional applications may be given as needed. When used on floors with dry shake hardener applications, EUCOBAR may be used on the fresh concrete as well as between each shake application.

Curing & Sealing: Proper curing procedures are important to ensure the durability and quality of concrete. To prevent surface cracking, cure flatwork with a high solids cure and seal, such as SUPER AQUA-CURE VOX or REZ-SEAL.

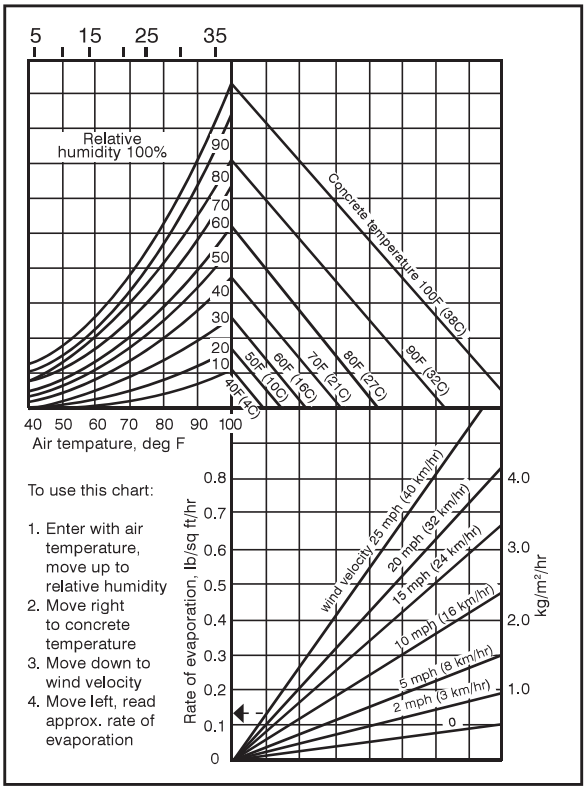


Fig. 2.1.5, ACI 305, Hot Weather Concreting

Clean Up

Clean spray equipment with soap and water.

Precautions/Limitations

- Use with proper dilution rate.
- Do not use as a curing compound.
- Apply only as a fine spray.
- Do not allow to freeze.
- In all cases, consult the Safety Data Sheet before use.

WARRANTY: The Euclid Chemical Company ("Euclid") solely and expressly warrants that its products shall be free from defects in materials and workmanship for one (1) year from the date of purchase. Unless authorized in writing by an officer of Euclid, no other representations or statements made by Euclid or its representatives, in writing or orally, shall alter this warranty. EUCLID MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AS TO THE MERCHANTABILITY OR FITNESS FOR ORDINARY OR PARTICULAR PURPOSES OF ITS PRODUCTS AND EXCLUDES THE SAME. If any Euclid product fails to conform with this warranty, Euclid will replace the product at no cost to Buyer. Replacement of any product shall be the sole and exclusive remedy available and buyer shall have no claim for incidental or consequential damages. Any warranty claim must be made within one (1) year from the date of the claimed breach. Euclid does not authorize anyone on its behalf to make any written or oral statements which in any way alter Euclid's installation information or instructions in its product literature or on its packaging labels. Any installation of Euclid products which fails to conform with such installation information or instructions shall void this warranty. Product demonstrations, if any, are done for illustrative purposes only and do not constitute a warranty or warranty alteration of any kind. Buyer shall be solely responsible for determining the suitability of Euclid's products for the Buyer's intended purposes.

SAFETY DATA SHEET

1. Identification

Material name: SUPER DIAMOND CLEAR VOX LOW VOC
Material: 359ZZ-05

Recommended use and restriction on use

Recommended use: Coatings
Restrictions on use: Not known.

Manufacturer/Importer/Supplier/Distributor Information
EUCLID CHEMICAL COMPANY
19218 REDWOOD ROAD
CLEVELAND OH 44110
US

Contact person:	EH&S Department
Telephone:	216-531-9222
Emergency telephone number:	1-800-424-9300 (US); 1-613-996-6666 (Canada)

2. Hazard(s) identification

Hazard Classification

Not classified

Label Elements

Hazard Symbol:	No symbol
Signal Word:	No signal word.
Hazard Statement:	not applicable
Precautionary Statement:	not applicable

Other hazards which do not result in GHS classification: None.

3. Composition/information on ingredients

Mixtures

Chemical Identity	CAS number	Content in percent (%)*
Glycol ether solvent	112-34-5	1 - 5%
1-Phenoxy-2-propanol	770-35-4	1 - 5%

* All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Ingestion:	Rinse mouth thoroughly.
Inhalation:	Move to fresh air.
Skin Contact:	Remove contaminated clothing and wash the skin thoroughly with soap and water after work.
Eye contact:	Rinse immediately with plenty of water.

Most important symptoms/effects, acute and delayed

Symptoms:	May cause skin and eye irritation.

Indication of immediate medical attention and special treatment needed

Treatment:	Get medical attention if symptoms occur.

5. Fire-fighting measures

General Fire Hazards:	No unusual fire or explosion hazards noted.

Suitable (and unsuitable) extinguishing media

Suitable extinguishing media:	Use fire-extinguishing media appropriate for surrounding materials.
Unsuitable extinguishing media:	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical:	During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters

Special fire fighting procedures:	No data available.
Special protective equipment for fire-fighters:	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures:	No data available.
Methods and material for containment and cleaning up:	Dam and absorb spillages with sand, earth or other non-combustible material. Collect spillage in containers, seal securely and deliver for disposal according to local regulations.
Notification Procedures:	In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations.

Environmental Precautions: Avoid release to the environment. Prevent further leakage or spillage if safe to do so. Do not contaminate water sources or sewer. Environmental manager must be informed of all major spillages.

7. Handling and storage

Precautions for safe handling: Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities: Store away from incompatible materials. Store in original tightly closed container.

8. Exposure controls/personal protection

Control Parameters

Occupational Exposure Limits

Chemical Identity	type	Exposure Limit Values	Source
Glycol ether solvent - Inhalable fraction and vapor.	TWA	10 ppm	US. ACGIH Threshold Limit Values (03 2013)

Chemical name	type	Exposure Limit Values	Source

Appropriate Engineering Controls Observe good industrial hygiene practices. Observe occupational exposure limits and minimize the risk of inhalation of vapors and mist. Mechanical ventilation or local exhaust ventilation may be required.

Individual protection measures, such as personal protective equipment

General information: Use personal protective equipment as required.

Eye/face protection: Wear goggles/face shield.

Skin Protection

Hand Protection: Use suitable protective gloves if risk of skin contact.

Other: No data available.

Respiratory Protection: In case of inadequate ventilation use suitable respirator. Seek advice from local supervisor.

Hygiene measures: Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing to remove contaminants. Discard contaminated footwear that cannot be cleaned.

9. Physical and chemical properties

Appearance

Physical state:	liquid
Form:	liquid
Color:	White
Odor:	Mild
Odor threshold:	No data available.
pH:	8.95
Melting point/freezing point:	No data available.
Initial boiling point and boiling range:	No data available.
Flash Point:	No data available.
Evaporation rate:	Slower than Ether
Flammability (solid, gas):	No
Upper/lower limit on flammability or explosive limits	
Flammability limit - upper (%):	No data available.
Flammability limit - lower (%):	No data available.
Explosive limit - upper (%):	No data available.
Explosive limit - lower (%):	No data available.
Vapor pressure:	No data available.
Vapor density:	Vapors are heavier than air and may travel along the floor and in the bottom of containers.
Relative density:	1.009
Solubility(ies)	
Solubility in water:	Soluble
Solubility (other):	No data available.
Partition coefficient (n-octanol/water):	No data available.
Auto-ignition temperature:	No data available.
Decomposition temperature:	No data available.
Viscosity:	No data available.

10. Stability and reactivity

Reactivity:	No data available.
Chemical Stability:	Material is stable under normal conditions.
Possibility of Hazardous Reactions:	No data available.
Conditions to Avoid:	Avoid heat or contamination.
Incompatible Materials:	Strong acids. Strong bases.
Hazardous Decomposition Products:	Thermal decomposition or combustion may liberate carbon oxides and other toxic gases or vapors.

11. Toxicological information

Information on likely routes of exposure

Ingestion:	May be ingested by accident. Ingestion may cause irritation and malaise.
Inhalation:	In high concentrations, vapors, fumes or mists may irritate nose, throat and mucus membranes.
Skin Contact:	Moderately irritating to skin with prolonged exposure.
Eye contact:	Eye contact is possible and should be avoided.

Information on toxicological effects

Acute toxicity (list all possible routes of exposure)

Oral
Product: ATEmix: 45,959.39 mg/kg

Dermal
Product: ATEmix: 17,862.1 mg/kg

Inhalation
Product: No data available.

Repeated dose toxicity
Product: No data available.

Skin Corrosion/Irritation
Product: No data available.

Serious Eye Damage/Eye Irritation
Product: No data available.

Specified substance(s):

Glycol ether solvent	in vivo (Rabbit, 24 - 72 hrs): Highly irritating
1-Phenoxy-2-propanol	in vivo (Rabbit, 24 - 72 hrs): Irritating

Respiratory or Skin Sensitization
Product: No data available.

Carcinogenicity
Product: No data available.

IARC Monographs on the Evaluation of Carcinogenic Risks to Humans:
No carcinogenic components identified

US. National Toxicology Program (NTP) Report on Carcinogens:
No carcinogenic components identified

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050):
No carcinogenic components identified

Germ Cell Mutagenicity

In vitro
Product: No data available.

In vivo
Product: No data available.

Reproductive toxicity
Product: No data available.

Specific Target Organ Toxicity - Single Exposure
Product: No data available.

Specific Target Organ Toxicity - Repeated Exposure
Product: No data available.

Aspiration Hazard
Product: No data available.

Other effects: No data available.

12. Ecological information

Ecotoxicity:

Acute hazards to the aquatic environment:

Fish
Product: No data available.

Specified substance(s):
Glycol ether solvent — LC 50 (Bluegill (Lepomis macrochirus), 96 h): 1,300 mg/l Mortality

Aquatic Invertebrates
Product: No data available.

Specified substance(s):
Glycol ether solvent — LC 50 (Water flea (Daphnia magna), 24 h): 2,850 mg/l Mortality

Chronic hazards to the aquatic environment:

Fish
Product: No data available.

Aquatic Invertebrates
Product: No data available.

Toxicity to Aquatic Plants
Product: No data available.

Persistence and Degradability

Biodegradation
Product: No data available.

BOD/COD Ratio
Product: No data available.

Bioaccumulative Potential
Bioconcentration Factor (BCF)
Product: No data available.

Partition Coefficient n-octanol / water (log Kow)
Product: No data available.

Specified substance(s):
Glycol ether solvent Log Kow: 0.56

Mobility in Soil: No data available.

Other Adverse Effects: No data available.

13. Disposal considerations

Disposal instructions: Dispose of waste at an appropriate treatment and disposal facility in accordance with applicable laws and regulations, and product characteristics at time of disposal.

Contaminated Packaging: No data available.

14. Transport information

TDG:

Not Regulated

CFR / DOT:

Not Regulated

IMDG:

Not Regulated

15. Regulatory information

US Federal Regulations

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)
None present or none present in regulated quantities.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)
None present or none present in regulated quantities.

CERCLA Hazardous Substance List (40 CFR 302.4):

Chemical Identity	Reportable quantity
Ammonium hydroxide	1000 lbs.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
Not listed.

SARA 302 Extremely Hazardous Substance
None present or none present in regulated quantities.

SARA 304 Emergency Release Notification

Chemical Identity	Reportable quantity
Glycol ether solvent	
Ammonium hydroxide	1000 lbs.
2-Butoxyethanol (Glycol ether)	

SARA 311/312 Hazardous Chemical

Chemical Identity	Threshold Planning Quantity
Glycol ether solvent	500 lbs
1-Phenoxy-2-propanol	500 lbs

SARA 313 (TRI Reporting)

Chemical Identity
Glycol ether solvent

Clean Water Act Section 311 Hazardous Substances (40 CFR 117.3)
None present or none present in regulated quantities.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130):
None present or none present in regulated quantities.

US State Regulations

US. California Proposition 65
No ingredient regulated by CA Prop 65 present.

US. New Jersey Worker and Community Right-to-Know Act

Chemical Identity
Glycol ether solvent

US. Massachusetts RTK - Substance List

No ingredient regulated by MA Right-to-Know Law present.

US. Pennsylvania RTK - Hazardous Substances

Chemical Identity
Glycol ether solvent

US. Rhode Island RTK

Chemical Identity
Glycol ether solvent

Other Regulations:

Regulatory VOC (less water and exempt solvent):	88 g/l
VOC Method 310:	2.53 %

Inventory Status:

Australia AICS:	One or more components in this product are not listed on or exempt from the Inventory.
Canada DSL Inventory List:	One or more components in this product are not listed on or exempt from the Inventory.
EINECS, ELINCS or NLP:	One or more components in this product are not listed on or exempt from the Inventory.
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Korea Existing Chemicals Inv. (KECI):	One or more components in this product are not listed on or exempt from the Inventory.
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US TSCA Inventory:	One or more components in this product are not listed on or exempt from the Inventory.
New Zealand Inventory of Chemicals:	One or more components in this product are

	not listed on or exempt from the Inventory.
Japan ISHL Listing:	One or more components in this product are not listed on or exempt from the Inventory.
Japan Pharmacopoeia Listing:	One or more components in this product are not listed on or exempt from the Inventory.

16.Other information, including date of preparation or last revision

Revision Date:	08/12/2015
Version #:	1.0
Further Information:	No data available.
Disclaimer:	For Industrial Use Only. Keep out of Reach of Children. The hazard information herein is offered solely for the consideration of the user, subject to their own investigation of compliance with applicable regulations, including the safe use of the product under every foreseeable condition.

SUPER DIAMOND CLEAR

High Solids, Non-yellowing Curing And Sealing Compound

EUCLID CHEMICAL

Description

SUPER DIAMOND CLEAR is a solvent-based curing and sealing compound specially designed to cure new concrete, assuring proper cement hydration and strength gain, while providing a non-yellowing seal to protect and enhance the appearance of concrete. Super Diamond Clear is particularly suited for curing and sealing exterior architectural concrete where membrane yellowing is undesirable. Super Diamond Clear can be tinted with Euclid Universal Color Packs, which are available in 33 standard colors.

Primary Applications

- Driveways & exterior pavements
- Walls and columns
- Exposed aggregate
- Dry shake floors
- Curing and sealing decorative concrete

Features/Benefits

- Helps promote development of concrete strength and durability through proper curing
- Enhances color and provides gloss to the surface
- Will not yellow under ultraviolet exposure
- Can be tinted with Euclid Universal Color Packs to even out variegated concrete surfaces

Technical Information

Typical Engineering Data
The following results were developed under laboratory conditions.

Drying time* @ 73°F, 50% RH	<1 hour
Recoat	2 to 24 hours
Foot traffic	2 to 4 hours
Wheel traffic	6 to 10 hours
VOC content	650 g/L
Adhesion to concrete	excellent
Adhesion of asphalt tile	passes

Alkali resistance	
48 hour exposure	excellent
Solvent resistance	minimal
Resistance to yellowing	excellent
Solids content	> 25%
Moisture loss (ASTM C 156)	< 0.40 kg/m²

* *Low concrete or air temperature and/or high relative humidity will extend drying time.*

Appearance: Super Diamond Clear is a clear liquid, that provides a clear, glossy film after drying. Super Diamond Clear will darken concrete, masonry, pavers, etc., giving these materials a "wet" look. Super Diamond Clear can also be tinted with Euclid Universal Color Packs (EUCO Packs), which are available in 33 standard colors. See the EUCLID UNIVERSAL COLOR CHART for available colors.

Packaging

Super Diamond Clear is packaged in 55 gal (208 L) drums, 5 gal (18.9 L) pails and 4/1 gal (3.8 L) units per case.

Shelf Life

3 years in original, unopened container.

Specifications/Compliances

- ASTM C 309, Type 1, Class A & B
- ASTM C 1315, Type 1, Class A
- AASHTO Specification M 148, Type 1, Class A & B
- USDA compliant

Coverage

Application ft²/gal (m²/L)	First Coat	Optional Second Coat
Curing and Sealing New Concrete	300 to 400 (7.4 to 9.8)	400 to 450 (9.8 to 11.0)
Sealing Cured Concrete	400 to 450 (9.8 to 11.0)	450 to 550 (11.0 to 13.5)

Coverage will vary from the above rates depending on surface porosity and texture.

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Directions for Use

Surface Preparation: When used as a sealer, the concrete surface must be clean and dry. Remove any curing compounds, sealers, or other material that may prevent adhesion of the Super Diamond Clear.

Mixing: Super Diamond Clear requires no preblending and should be used directly from the container. If a color is needed, mix 2 to 3 Euclid Universal Color Packs into a 5 gal (18.9 L) pail of Super Diamond Clear for a translucent finish. If an opaque finish is required, mix 4 to 5 Euclid Universal Color Packs into the pail. Frequently stir the tinted Super Diamond Clear to keep the color packs in suspension while applying

Application: Apply at a uniform coverage by spray or roller. Product must be sprayed with a high pressure pump-up sprayer equipped with a high solids nozzle, or with an airless industrial sprayer. If roller applied, use a short napped, solvent resistant sleeve. Keep a wet edge while spraying and backroll over sprayer lap marks for best appearance. Tinted Super Diamond Clear is best applied with a short nap roller for better and more uniform coverage. If you have to spray tinted Super Diamond Clear, it is good practice to put 2 golf balls in the sprayer and shake frequently to help keep the color packs in suspension.

Curing and Sealing: For the best cure of freshly placed concrete, apply Super Diamond Clear as soon as possible after finishing operations and/or immediately after the disappearance of the "sheen" of surface moisture. If sealing cured concrete, the surface must be thoroughly clean and dry. Pressure washing with a strong alkaline detergent to remove dirt, waxes, and oil is suggested. Acids will not sufficiently clean or remove dirt, curing compounds, or old sealer from concrete.

Application of Super Diamond Clear too heavily, in too many successive coats, or in multiple coats over time can cause bubbling, whitening, peeling, and ultimate failure of the product. To prevent over-application, it is good practice to measure the area to be sealed and the corresponding volume of product required based on the coverage rate. Also, applying Super Diamond Clear in hot weather or onto a hot surface can cause bubbling. If Super Diamond Clear is showing signs of over-application, scrub the surface with a solvent such as acetone* or xylene*, using a stiff natural bristle brush. Keep the surface wet with the solvent while scrubbing, adding more if necessary. The solvent will turn the sealer back into a liquid form, at which point excess material can be wiped off with a lint-free mop or towel. Do not apply additional sealer. After removing the excess Super Diamond Clear, a roller can be used to redistribute the remaining product evenly across the surface, adding more solvent as necessary to keep the sealer wet.

**Available at home improvement stores. Follow all safety precautions printed on the package.*

Clean-Up

Tools and equipment may be cleaned with acetone or xylene before the product dries.

Removal

Dried, cured sealer may be removed with strong solvents such as xylene or acetone. Also acceptable is EUCO CLEAN & STRIP or commercial paint strippers (always heed directions and warning labels). Alternatively, Super Diamond Clear can be removed by sandblasting or by other mechanical means.

Precautions/Limitations

- Use with adequate ventilation and keep away from open flames. Block all HVAC ventilation ducts which may distribute solvent odor. If solvent odor is objectionable, use of a water based, low odor product may be preferred.
- Material will not freeze in storage but should be allowed to rise to 50°F (10°C) before use.
- Do not apply when concrete surfaces or ambient temperatures are below 40°F (4°C). Application in hot direct sunlight, or when the concrete and/or air temperature is 90°F (32°C) and rising, may cause bubbling.
- Do not apply over bleed water or free standing water.
- Super Diamond Clear will darken the color of concrete, masonry, pavers, etc., giving these surfaces a "wet" look. To seal concrete with no change in appearance, the use of BARACADE WB 244 or EUCO-GUARD 100 is recommended.
- For a high gloss finish, two THIN coats of Super Diamond Clear is suggested rather than one heavy application.
- Tinted Super Diamond Clear is a thin film cure and seal and it will wear over time. It is not intended to be a coating or permanent fix to poorly colored or finished concrete.
- Before installing carpet, tile and floor covering adhesives, a test section is recommended to ensure compatibility.
- Not resistant to gasoline or brake fluid.
- Do not thin this product.
- In all cases, consult the Safety Data Sheet before use.

Rev. 11.14

WARRANTY: The Euclid Chemical Company ("Euclid") solely and expressly warrants that its products shall be free from defects in materials and workmanship for one (1) year from the date of purchase. Unless authorized in writing by an officer of Euclid, no other representations or statements made by Euclid or its representatives, in writing or orally, shall alter this warranty. EUCLID MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AS TO THE MERCHANTABILITY OR FITNESS FOR ORDINARY OR PARTICULAR PURPOSES OF ITS PRODUCTS AND EXCLUDES THE SAME. If any Euclid product fails to conform with this warranty, Euclid will replace the product at no cost to Buyer. Replacement of any product shall be the sole and exclusive remedy available and buyer shall have no claim for incidental or consequential damages. Any warranty claim must be made within one (1) year from the date of the claimed breach. Euclid does not authorize anyone on its behalf to make any written or oral statements which in any way alter Euclid's installation information or instructions in its product literature or on its packaging labels. Any installation of Euclid products which fails to conform with such installation information or instructions shall void this warranty. Product demonstrations, if any, are done for illustrative purposes only and do not constitute a warranty or warranty alteration of any kind. Buyer shall be solely responsible for determining the suitability of Euclid's products for the Buyer's intended purposes.

The Euclid Chemical Company • 19218 Redwood Road • Cleveland, Ohio 44110-2799
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Bob Swan
Key Account Management
Infrastructure Technical Support
Western Division
8120 Neptune Beach Ave.
Las Vegas, NV. 89128
702-256-7585
E-mail: bswan@euclidchemical.com

January 7, 2016

Subject: **Certification for American Restore**
Installer and Inspector for High Performance Toppings
Tipping Floor Applications

To Whom It May Concern,

The Euclid Chemical Company certifies that American Restore is experienced, qualified and approved regarding the use and installation procedures for any high performance topping manufactured by Euclid Chemical for use on solid waste tipping floors. This includes surface preparation of the substrate concrete and application of epoxy primers for products.

In addition, American Restore is authorized to represent Euclid Chemical as an approved Inspector determining proper on site surface preparation and product placement.

Those individuals from American Restore that are specifically qualified to perform the inspection as outlined above include:

Walt Hede
Luis Rincon
Esi Liege
Ben Ball
Jim Andrews

Any questions, my contact information is listed below.

Sincerely,

Bob Swan
Member: ACI, ICRI
Manager: Western Division Technical Support
The Euclid Chemical Company
702-256-7585 (office)
702-239-1027 (cell)

EUCLID CHEMICAL

Material and Labor
Sample Warranty

Warranty Number:
Project:
Owner:
Architect/Engineer:
Applicator:
Products: EucoFloor 404
Square Footage:
Euclid Sales Representative:
Date of Project Completion:
Duration of Warranty: 5 years

The Euclid Chemical Company issues product warranties on a job by job basis for specific projects. Our warranty on the above is as follows and will be in effect from date of project completion. **The following is made and given in lieu of any and all other warranties and guarantees, either expressed or implied, including the warranties of merchantability and/or fitness for a particular purpose.**

Manufacturer Obligations

The Euclid Chemical Company warrants its products to conform to the quality standards as stated in the specific product literature. The Euclid Chemical Company stands fully behind its products when used by qualified, competent persons following accepted construction procedures as outlined in our current published literature. In the event that a problem occurs, The Euclid Chemical Company reserves the right to have the true cause of the problem determined by accepted test methods performed by an independent, qualified concrete consultant or testing laboratory.

SAMPLE

Five Year Warranty Regarding Wear Resistance - The topping material EucoFloor 404 shall be guaranteed against premature wear and/or loss of bond to the substrate for five (5) years from the date if installation. If any portion of the topping wears through to concrete base before the warranty period expires, that portion shall be repaired or replaced by The Manufacturer and/ or The Contractor.

This warranty covers failure of repairs subject to normal and usual exposure, but excluding failures due to acts of God, unusual weather phenomena, failure of substrates, faulty or inadequate design, structural defects, building alterations, fire, abuse by unusual traffic and loading or other abnormal activities.

If upon laboratory/petrographic testing, it has been determined that the product was the cause of the repair failure, The Euclid Chemical Company will authorize the appropriate repairs to the

distressed areas. This authorization covers the cost of labor and materials to repair the failed areas, and shall be authorized for all repairs proven to be defective due to product failure.

Installer Obligations

The contractor agrees to promptly inspect failures of repairs during the warranty period stated above upon notification by the owner or owner's representative and shall notify The Euclid Chemical Company as to the results of the inspection and recommended remedial procedures.

The cost of the correcting and repairing faults caused by workmanship issues shall be the responsibility of the contractor and not The Euclid Chemical Company. Workmanship issues include but are not limited to inadequate surface preparation, cleanliness, application at wrong thicknesses, application in hostile environments and deviation from printed procedures.

The contractor is responsible for any and all liability, injury or other incidents resulting in damage to workmen, occupants or other persons during both the inspection of the failures and work performed to bring failures up to warranty standards.

Owner Obligations

The owner agrees to report any failures of repairs to contractor within 30 days of discovery. The owner shall provide access for adequate inspection of reported failures and shall furnish a release of liability from occupants who could be affected by repairs. Furthermore, the owner shall remove any obstructions that were placed or erected after original contract work at no cost to contractor. Access through occupant's space shall be provided to the contractor upon request to perform inspection or repairs of failed areas.

SAMPLE

The owner agrees to accept the remedies referred to herein as owner's exclusive remedy and as the limit of manufacturer's and contractor's liability regardless of owner's damages, including incidental and/or consequential damages, and regardless of owner's legal theory, whether it be in tort, contract, strict liability or otherwise.

This warranty statement is the complete agreement in regard to the longevity of contract work within the scope of the above project. This warranty is not assignable or transferrable by the manufacturer, contractor or owner, and shall be in effect upon complete payment for all contracted work to both the contractor and manufacturer. Any repairs performed by any agent not specifically authorized by the manufacturer and contractor shall cause this warranty to become null and void in its entirety. This warranty shall not be altered or extended except through a separate agreement in writing signed by the manufacturer, contractor and owner.

Additional Information

Cracks that may develop within the topping over time do not constitute topping failure and may be addressed by The Contractor at their discretion.
Warranty requires a site visit by a qualified representative (Euclid Chemical and/or Contractor) prior to issuance.

Warranty is void if

- Permitted waste stream volume (tons per day) is exceeded.
- Waste stream mix (percent of Construction and Demolition waste) changes substantially.
- Substantial change in operational procedures and/or use of equipment type.
- Floor is subjected to unforeseen catastrophic events. However, it is the intent of both Euclid Chemical and the installing Contractor to work with facility management to resolve and repair the topping should an unexpected event occur.

SAMPLE

THIS WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE REMEDY SET FORTH IN THIS WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER FOR ANY AND ALL CLAIMS ARISING UNDER, OR IN CONNECTION WITH, OR IN ANY WAY RELATING TO, THE EUCLID CHEMICAL COMPANY'S PRODUCTS. NO REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL THE EUCLID CHEMICAL COMPANY BE LIABLE FOR ANY DAMAGE TO THE BUILDING ITSELF, THE CONTENTS OF THE BUILDING (INCLUDING, BUT NOT LIMITED TO, THE BUILDING FLOORS OR SUBSTRATES), OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Manufacturer

By:

Title:

Date:

Owner or Owner's Representative

By:

Title:

Date:

Contractor

By:

Title:

Date:

MJ Hughes Construction Bid.

Invitation for Bid

City of Killeen, Texas
Sealed bids will be received for:

Transfer Station Tipping Floor Resurfacing
Bid No. 20-04

Sealed bids will be received until 11:00 a.m. on Thursday, November 21, 2019

Return Bid to:

City of Killeen
Attn: Purchasing Division
802 N. 2nd Street
Killeen, Texas 76541

P. 3 - NOTICE TO BIDDERS

P.4 - INFORMATION AND INSTRUCTION TO BIDDERS

P.8 - APPENDIX A - CITY OF KILLEEN TERMS AND CONDITIONS

P.13 – APPENDIX B – SPECIFICATIONS

P.15 – APPENDIX C – HOLIDAY SCHEDULE

P.16 – REFERENCES

P. 17 – CONFLICT OF INTEREST FORM

P.16 – NO ISRAEL BOYCOTT CERTIFICATION

Attachments

1.) – DAVIS-BACON WAGE DETERMINATIONS

2.) – TRANSFER STATION BUILDING FOUNDATION PLAN

NOTICE TO BIDDERS

BID NO. 20-04

Transfer Station Tipping Floor Resurfacing
CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for the *Transfer Station Tipping Floor Resurfacing*, addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2nd Street, Building E, Room 215 Killeen, Texas 76541, until **11am on Thursday, November 21, 2019**, where the bids shall be publicly opened and read aloud at approximately **11:15am at 802 N. 2nd Street, Building E, Room 210**. Bid submissions shall be plainly marked with the name and address of the bidder and **"BID 20-04 Transfer Station Tipping Floor Resurfacing, 11am, November 21st, 2019".**

Pre-bid conference will be held at **City of Killeen Transfer Station, 12200 HWY 195, Killeen, TX 76542; 11:00am, November 13, 2019.**

Bid questions will be accepted until **12pm on November 18, 2019**, and shall be addressed to Lorianne Luciano, Director of Procurement at solicitationquestions@killeentexas.gov ..

Bid packets may be obtained from the City of Killeen, Purchasing Division website at: https://www.killeentexas.gov/Bids.aspx, Demand Star (http://www.demandstar.com/), and ESBD (http://portal.cpa.state.tx.us).

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Lorianne Luciano, Director of Procurement and Contract Management

INSTRUCTIONS TO BIDDERS

Preparation of Bids:

This is your notice that **sealed bids, in duplicate, for Bid #20-04, Transfer Station Tipping Floor Resurfacing** is subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto, Appendix A) and such other contract provisions, specifications or other data as are attached to this Bid (henceforth known as the bid packet). Bids will be received at the Purchasing Office, 802 N 2nd Street, Building E, Room 215 Killeen, TX, 76541, **until the hour of 11am, November 21st, 2019**. Directly after the bid deadline, **the bids and read aloud at 802 N. 2nd Street, Building E, Room 210.** Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by electronic means or complete faxed bid responses will not be considered.

One (1) original, signed and initialed in ink (not pencil), and one (1) copy of the entire bid packet shall be submitted at the above location prior to the bid deadline. Please indicate which copy is an original within your bid submission. All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non-responsive and disqualify your bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

The City of Killeen (or "City") reserves the right to reject any or all bids. The City reserves the right to evaluate any or all supplies prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: **Bid No. 20-04, Transfer Station Tipping Floor Resurfacing, 11am, November 21st, 2019. All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.**

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 2:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 2:00 p.m. or if bids are due at 2:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 2:00 p.m.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, to Lorianne Luciano, Director of Procurement and Contract Management at solicitationquestions@killeentexas.gov prior to 12:00 pm on November 18, 2019. Please indicate "**Bid 20-04 Questions**" in the subject line of your email. There will be no exceptions. All responses to the questions will be sent to all known bidders who have expressed interest in this bid. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above.

Responses/Property of the City of Killeen:

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

No Obligation to Buy:

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bids does not compel the City of Killeen to purchase.

Cost of Preparing Bids:

The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

Withdrawal of Bid:

A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder shall be submitted to solicitationquestions@killeentexas.gov. Once the b opened, all bids shall be valid for a period of ninety (90) days after the bid opening.

Bidding Error:

The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Division within two (2) business days after the stated bid open time and date.** The Purchasing Division will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. **The City will make a determination within ten (10) business days of receipt of the written response and notify the bidder of the outcome.**

Single Bid Response:

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

Award of Bid:

The City will award the bid, if any, in a manner described in section 10 of the General Terms and Conditions. **The anticipated date of the notice of award is December 18th, 2019.**

Payment:

The City shall be billed only for the items awarded in this bid. The City of Killeen is sales tax exempt. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the City department will phone your customer service point of contact for correction. Payment of a corrected invoice will be made in thirty (30) days once the corrected invoice has been received. Unless the bidder has provided discount payment terms such as 2% 15 net 30 days, no down payment or advance payment of any kind shall be made. In no circumstances should any invoice dispute last longer than thirty (30) days.

All invoices shall be submitted to the City of Killeen, Attn: Transfer Station, 12200 HWY 195 Killeen, Texas 76542.

PAYMENT TERMS: Specify other payment options:
- ☐ Check box if you offer a prompt payment discount: %_____. Specify terms: _____
- ☐ Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).
- ☐ Check here if the prompt payment discount applies to the MasterCard payment.

Point of contact to resolve issues (delivery or invoice):

NAME: Michael Hughes

TITLE: President

ADDRESS: 11510 Ne 87th Ave

Vancouver, WA 98662

EMAIL ADDRESS: ap@mjhughes.com

PHONE: 360-314-2024

FAX: 360-828-5871

Copyright Materials:

Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission (see page 24 for more information).

Non-Endorsement:

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Killeen.

Organization of Your Bid Submission:

Your bid submission shall be organized in the format shown within this bid and should include a quote with materials, labor and equipment broken out. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

Pricing:

The bids shall be valid for a period of ninety (90) days after the bid opening.

Labor pricing shall include the appropriate Davis-Bacon Act wages applicable to this Invitation to Bid.

Bid prices shall include all fees, and shall be F.O.B. Destination to the City of Killeen, Transfer Station, 12200 HWY 195 Killeen, Texas 76542. Delivery shall be made Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding Holidays as signified on the attached Appendix C.

TOTAL BID PRICE: $1,447,500.00

Estimated delivery time after receipt of order: 3 TO 4 WEEKS

Signature of Acceptance:

By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

Undersigned acknowledges that addendum 1 through 4 have been taken into account as part of this bid.

The bidder agrees to comply with all conditions within this invitation for bids:

Full Legal Name of Company	MJ Hughes Construction
Address	11510 Ne 87th Ave
City, State, Zip	Vancouver, WA 98662

Phone Number	360-314-2024
Fax Number	360-828-5871
After Hours Phone Number	503-407-7029
Email Address	Mike@mjhughes.com
Tax Identification Number	46-0514592
Signature of Authorized Agent	Michael Hughes
Printed Name of Authorized Agent	Michael Hughes
Title	President
Date	11-19-2019

***PLEASE ATTACH A COPY OF YOUR W-9 FORM FILLED OUT**
W-9 Forms are available online at: http://www.irs.gov/pub/irs-pdf/fw9.pdf

Remit to address (if different from W-9):

Address #1_____
Address #2_____
City/State/Zip_____
Phone#:_____
Fax Number:_____
Contact Person:_____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MJ Hughes Construction, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
11510 NE 87th Ave.

Requester's name and address (optional)

6 City, state, and ZIP code
Vancouver, WA 98662

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
4 6 – 0 5 1 4 5 9 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Heidi Spinel Date ▶ 2/27/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

APPENDIX A
CITY OF KILLEEN
GENERAL TERMS AND CONDITIONS

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

(a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

(b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

(a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually sign the Bid and each continuation sheet on which an entry is made.

(b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.

(c) Alternate Bids will not be considered unless authorized by the City.

(d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.

(e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors s to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation

- Waiver of trial by jury

(a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.

(b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.

(c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 N 2nd Street
Killeen, TX 76541

5. Rejection of Bid

(a) The City may reject a Bid if:

1. The Bidder mistakes or conceals any material fact in the Bid, or if

2. The Bid does not strictly conform to law or the requirements of the Bid, or if

3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.

(b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

(a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.

(b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

(a) The contract will be awarded to the lowest responsible bidder or, if applicable, the responsible bidder who provides goods or services at the most advantageous Bid for the municipality based on, but not limited to, the following factors:

* Unit price
* Total Bid price
* Terms and discounts
* Delivery date
* Product warranty
* Special needs and requirements of City
* Past experience with product/service
* City's evaluation of the bidder's ability, financial, strength, and ethical standards
* Quality of the bidder's goods or services
* The extent to which the goods or services meet the municipality's needs
* Bidder's past performance
* Demurrage charges, freight costs and mileage
* Estimated costs of supplies, maintenance, etc.
* Estimated surplus value, life expectancy
* Results of testing samples
* Conformity to specifications
* Training requirements, location, etc.
* Location of maintenance facility/service person; ability to provide for minimum down time
* The total long-term cost to the municipality to acquire the bidder's goods or services

(b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.

(c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team.

(d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.

(e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.

(f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."

(g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

11. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

12. Termination for Governmental Non-Appropriations

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

(a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.

(b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

13. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offerer as it deems to be in the best interest of the City.

14. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

15. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

(a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or

(b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:
http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

16. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

17. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

18. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

(1) Each Occurrence - $1,000,000
(2) Annual Aggregate - $2,000,000

Property Damage Insurance.

(1) Each Occurrence - $1,000,000
(2) Annual Aggregate - $2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

(1) Each Person - $500,000
(2) Each Accident - $1,000,000

Property Damage

(1) Each Occurrence - $1,000,000

19. Acknowledgement

The vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or 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 Israeli-controlled territory, but does not include an action made for ordinary business purposes.

20. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us./whatsnes/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the Bid award.

APPENDIX B
CITY OF KILLEEN
SPECIFICATIONS

SCOPE:

The City of Killeen Solid Waste Division Transfer Station seeks to resurface the tipping floor. Having a hardened surface on the tipping floor is vital to the life of the Transfer Station, as it processes approximately 450 to 500 tons of waste each day. The tipping floor is approximately 25,000 square feet consisting of a 6 1/2" concrete slab reinforced with steel fibers and 11/2" metallic floor topping. We are currently looking for bids to resurface the 1 ½" floor topping at 2".

The floor topping specifications are as follows:

Emerytop 400 or equivalent to cover approximately 25,000 SF at an average thickness of 2"

- Surface Preparation
- Labor
- Materials
- All necessary equipment
- Daily Cleanup
- Warranty

Special Qualifiers:

(a) Company must have experience with transfer station floor construction within the past five years.
(b) Floor preparation shall be in accordance with topping manufacturer's requirements.
(c) Company is aware that the bid shall be complete, with price, including transportation and installation of the equipment.

APPENDIX C
CITY OF KILLEEN
HOLIDAY SCHEDULE

Holidays 2020: (The actual date for holidays in the future will vary, but the holiday will be observed)

January 1-New Year's Day
January 20-Martin Luther King Jr. Birthday
February 17-President's Day
April 10-Good Friday
May 25-Memeorial Day
July 3-Independence Day
September 7-Labor Day
October 12-Columbus Day
November 11-Veteran's Day
November 26-Thanksgiving Day
November 27-Day after Thanksgiving Day
December 24-Christmas Eve
December 25-Christmas Day

No Israel Boycott Certification

Texas Government Code, Chapter 2270, provides that a governmental entity – including a city – may not enter into certain contracts with a company for goods or services unless the contract contains a written verification that the company does not boycott Israel and will not boycott Israel during the term of the contract. The verification is specifically required when a governmental entity 1) enters into a contract with a company with ten (10) or more full-time employees, and 2) the contracts is valued at $100,000 or more to be paid wholly or partly from public funds.

"Boycott Israel" is defined in Texas Government Code 808.001 to mean refusing to deal with, terminating business activities with, or 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 Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By signing below, I verify that the company listed below does not boycott Israel and will not boycott Israel during the term of the contracted entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Michael Hughes
Signature

MJ Hughes Construction
Company Name

Michael Hughes
Printed Name

President
Title

11-19-19
Date

REFERENCES

Include below three references:

Reference #1
Company Name King County
Address 401 5th Ave, Seattle WA 98104
Type of Business State County
Contact Person Trisha Roth
Telephone and Fax #'s 206-2631964

Reference #2
Company Name Hoffman Construction
Address 805 SW Broadway Ste 2001 Portland, Oregon 97206
Type of Business Construction
Contact Person Greg Garske
Telephone and Fax #'s
503-803-5030 garske@hoffmancorp.com

Reference #3
Company Name Washington Department of Transportation
Address 2809 Rudkin Rd Union Gap, WA 98903
Type of Business State Agency
Contact Person Scott Golbeck
Telephone and Fax #'s 509-577-1880

No Israel Boycott Certification

Texas Government Code, Chapter 2270, provides that a governmental entity – including a city – may not enter into certain contracts with a company for goods or services unless the contract contains a written verification that the company does not boycott Israel and will not boycott Israel during the term of the contract. The verification is specifically required when a governmental entity 1) enters into a contract with a company with ten (10) or more full-time employees, and 2) the contracts is valued at $100,000 or more to be paid wholly or partly from public funds.

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By signing below, I verify that the company listed below does not boycott Israel and will not boycott Israel during the term of the contracted entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Michael Hughes
Signature

MJ Hughes Construction
Company Name

Michael Hughes
Printed Name

President
Title

11/19/19
Date

City of Killeen

ADDENDUM NO. 1 for BID # 20-04

Transfer Station Tipping Floor Resurfacing

RBID CLOSING DATE: November 21, 2019 @ 11:00 a.m.
Today's date: November 6, 2019

The following updates have been made.

It was made aware that the incorrect version of Bid packet # 20-04 was posted. The correct version including attachments is now posted to the City website, DemandStar and Electronic State Business daily.

Lorianne Luciano Digitally signed by Lorianne Luciano DN: cn=Lorianne Luciano, o=City of Killeen, ou=Purchasing, email=lluciano@killeentexas.gov, c=US Date: 2019.11.06 14:33:06 -06'00'

Lorianne Luciano
Dir. of Procurement & Contract Mgmt

Acknowledgement:

Signature: Michael Hughes

Print Name: Michael Hughes

Title: President

Company: MJ Hughes Construction

Date: 11/19/19

Bidder's Initials

City of Killeen

ADDENDUM NO. 2 for BID # 20-04

Transfer Station Tipping Floor Resurfacing

RBID CLOSING DATE: November 21, 2019 @ 11:00 a.m.
Today's date: November 15, 2019

The following questions have been presented. Answers follow in *italics.*

1. Is there a cost estimate or budget released for this project?

   Yes there is a budget for the project. However, we are looking for quotes before releasing the amount of the budget

2. Is there a Plan Holders List maintained for this project or any of the City of Killeen project for future reference?

   The City of Killeen Building Services houses the plans for all City of Killeen projects.

3. The table of contents in the solicitation lists 2 attachments, 1) Wage determinations and 2) Transfer station building foundation plan. I did not find those attachments with the solicitation. Can you provide those or tell me where I can download those?

   These were posted as Addendum #1, November 6, 2019.

4. Do you intend to provide any plans and/or additional specifications for the project besides what is included in the current solicitation? More specifically, we wanted to know if there were any drawing details of the area to be replaced. This would be helpful to understand the staging and access needs for the project. Will we only be allowed to work on a portion of the repair area at a time?

   Plans were posted as Addendum #1, November 6, 2019. We are looking to have the job completed in two (2) sections; half of the floor at a time. Access will be needed on half of the tipping floor at all times.

5. What would our work hours be for this project or would the work be performed during a full closure of the facility? Would be only have access during night time shifts or days?

   There will not be full closure of the facility; there must be accessibility on half of the tipping floor at all times. The hours of the Transfer Station are Monday, Tuesday,

Thursday, Friday 8:00am – 5:00pm; Wednesday and Saturday 8:00am – 3:00pm. Afterhour's access may be arranged on an as needed basis.

6. Are there any as-builts of the existing slab and reinforcing steel? Can the Engineer confirm that there will be no rebar in the overlay that is to be removed?

   There are additional foundation plans included with this addendum showing more detail of the existing slab.

7. Are there any specifics on what equipment is allowed for demolition of the existing topping slab and what the existing material is?

   Floor preparation shall be in accordance with topping manufacturer's requirements. The OWNER will remove all trash and clean the surface of the floor with a pressure washer. The awarded bidder will be responsible for all other floor preparation. The existing transfer station floor slab shall be scarified to the required depth necessary to receive the required nominal thickness topping and restore the floor to approximately original surface elevations. Shot-blasting, milling machines or other suitable methods shall be used to prepare the floor as required.

   The original floor top consisted of a cementitious metallic material similar to Anvil-Top. Approximately 6,000 square feet was replaced in 2011 with Emerytop 400.

8. Are there going to be any specifications included regarding control joints in the new overlay per the manufacturer's requirements?

   This should be in the site plan and the manufacturer's requirements of the product that is used in the bid.

9. Are there any noise restrictions inside the facility?

   There are no noise restrictions at the Transfer Station.

10. Is a bid bond required for this proposal? If so, do you have a bid bond form that we are to use? *There is not a bid bond required.*

    There will be a performance and payment bond required in the amount of the contract once the bidder is selected, prior to the work beginning.

11. Does the City have the specifications for the existing 1-1/2" metallic topping slab that are referenced in the slab plan provided in the solicitation?

    Please see answer #6 above.

12. Will there be any 3rd Party inspections or materials testing required on this project, and if so, for what portions of the work?

A third party inspection is not required; however, the awarded bidder may have an inspection completed at their cost. There is a minimum of one year warranty required for workmanship, along with the material supplier warranty.

13. Will the awarded contractor be able to come in a weekend prior to installation in order to tear out the existing flooring?

Arrangements can be made for scheduling with the awarded contractor. Also, refer to question #4 of this addendum in regards to hours at the Transfer Station.

14. Will the City dispose of existing material after removal?

The cost for disposal of existing material should be included in the bid.

15. Is there a 1" to 1 1/2" water line that the contractor can use?

Yes there is a water line available for use.

16. Are their restrooms on site for the contractor to use or will porta pottys be required?

There are restroom facilities available for the contractors use.

17. Is the awarded contractor allowed to have their materials dropped off and COK employees unload using the contractor's fork lift in order to move items to a staging area prior to start of project?

The City will provide a staging area for materials prior to the start of the project. The Transfer Station will assist with the unloading of materials with the use of a fork lift provided by the Contractor. The contractor will be required to provide a release of liability to the City and its employees regarding the handling and staging of materials.

18. Can generators be used in side the Transfer Station in order to heat the building?

To be determined.

19. Can barriers be set up to section off contractor work & transfer station operations?

Barriers will be required for the duration of the project. It can be arranged between the awarded contractor and the City.

Sophonia Price
Purchasing Manager

Acknowledgement:

Signature: Michael Hughes

Print Name: Michael Hughes

Title: President

Company: MJ Hughes Construction

Date: 11/19/19

Bidder's Initials

City of Killeen

ADDENDUM NO. 3 for BID # 20-04

Transfer Station Tipping Floor Resurfacing

BID CLOSING DATE: November 21, 2019 @ 11:00 a.m.
Today's date: November 18, 2019

The following updates have been made. Answers follow in *italics.*

1. The index notes P.17 – conflict of interest form, do I just download the form online, as it is not attached?

   See Attached - or download at www.ethics.state.tx.us

2. There is not a "Bid Form," just want to be sure I send our number in the proper acceptable format.

   On page 6 of the bid package there is a place for the total bid price. Please also attach a bid from your company broken down by the list included on page 13, Appendix B, Specifications: Surface Preparation/Labor/Materials/Equipment/Cleanup and Warranty.

SMPrice Digitally signed by SMPrice
DN: CN=SMPrice, O=City of Killeen, OU=Purchasing, E=sprice@killeentexas.gov, C=US
Reason: I am the author of this document
Location:
Date: 2019-11-18 10:01:29

Sophonia Price
Purchasing Manager

Acknowledgement:

Signature: Michael Hughes

Print Name: Michael hughes

Title: President

Company: MJ Hughes Construction

Date: 11/19/19

Bidder's Initials

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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.

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Killeen

ADDENDUM NO. 4 for BID # 20-04

Transfer Station Tipping Floor Resurfacing

BID CLOSING DATE: November 21, 2019 @ 11:00 a.m.
Today's date: November 19, 2019

The following updates have been made. Answers follow in *italics.*

1. I wanted to inquire about whether you would consider postponing the bid submission date a week for this project.

   We will not postpone the bid submission date. Bids are due to purchasing: Thursday, November 21, 2019, 11:00am.

2. Is there a desired project start date, and estimated time for completion of the project?

   The desired start date would be January 2020 or February 2020. Estimated time for completion would be by the end of February. However, these time frames can be discussed further once the bid has been awarded.

3. Would we have full access to ½ of the facility at a time, and wanted to confirm the hours we would be allowed to work onsite?

   Please see question #4 on Addendum #2.

4. Surface Preparation and cleanup also include labor, materials, and equipment. Are we supposed to show those costs twice? Or are we to separate the labor, materials, and equipment costs out only for those items and lump the costs for all the other activities in the Labor, Materials, and Equipment Items? Can the Owner be more specific on how to show our breakdown?

   - ***Labor – (All labor costs) can be a lump sum or a breakdown by activity (i.e. surface prep, cleanup, etc.)***
   - ***Materials – (All materials) can be a lump sum or a breakdown by activity (i.e. surface prep, cleanup, etc.)***
   - ***Equipment – (All equipment) can be a lump sum or a breakdown by activity (i.e. surface prep, cleanup, etc.)***

   This should be on an attached bid/proposal from the company.

SMPrice

Digitally signed by SMPrice
DN: CN=SMPrice, O=City of Killeen, OU=Purchasing, E=sprice@killeentexas.gov, C=US
Reason: I am the author of this document
Location:
Date: 2019-11-19 12:10:58

Sophonia Price
Purchasing Manager

Acknowledgement:

Signature: Michael Hughes

Print Name: Michael Hughes

Title: President

Company: MJ Hughes Construction

Date: 11/19/19

Bidder's Initials

MJ HUGHES CONSTRUCTION

www.mjhughes.com

PROPOSAL - CLARIFICATIONS

PROJECT:	City of Killeen – Transfer Station Tipping Floor Resurfacing, Bid No. 20-04
LOCATION:	802 N. 2nd Street, Building E, Room 215, Killeen Texas 76541
BID DATE:	November 21, 2019 at 11:00am
ADDENDA:	3 Reviewed & Included

As requested in the proposal, we are including the following clarifications with our bid proposal. These clarifications are to provide further information on the materials we intend to utilize on the project, and the warranty that would be provided if we were awarded the contract to perform the project.

Materials: For this project we propose using the L&M Emerytop 400 product for the overlay, and L&M Everbond as the bonding agent between the existing concrete substrate and the new overlay. For the joints we would utilize L&M Joint Tite 750. The product data sheets, and Manufacturer Warranty information is included with this proposal. The manufacturer requires a minimum of 3 to 4 weeks to manufacture and deliver the materials to the project from time of approval of materials.

Project Assumptions: The L&M Emerytop 400 material requires the ambient temperature to be between 50-90° F. We recommend the overlay work be started in March 2020 based on historical weather data for that area. Heating of the building for application of the overlay was not included in our pricing.

MJH assumes the existing concrete slab is sound and does not have any deterioration or other significant defects. MJH would evaluate the slab with City personnel once the existing overlay has been removed and the slab is cleaned. Any defective concrete would need to be removed and replaced prior to installation of the overlay. Our pricing does not include any repairs to the existing concrete slab prior to placement of the new Emerytop 400 overlay.

Warranty: MJ Hughes Construction (MJH) would provide a Standard Limited Workmanship Warranty for one year in addition to the material warranty provided by Laticrete for their products incorporated into the project. MJH warrants that the work performed under this contract conforms to the contract requirements and is free of any defect in workmanship performed by the MJ Hughes Construction or our subcontractors.

This Standard Limited Workmanship Warranty applies and is limited as follows:

1. This warranty shall continue for a period of 1 year from substantial completion, or date of when the Government takes possession, whichever is the first to occur.
2. That MJH be immediately notified by the Engineer in writing within ten (10) days of after the discovery of any failure, defect, or damage.
3. That MJH shall be given first opportunity to make any repairs, replacements or corrections to the defective construction at no cost to owner within a reasonable period.
4. Unless a defect is caused by the negligence of the MJH or subcontractor or supplier at any tier, MJH shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government furnished material or design.
5. The warranty is applicable to the property only if it remains in the possession of the original owner named above.
6. The warranty is applicable to the construction work that has not been subject to accident, misuse or abuse.
7. The warranty is applicable to the construction work that has not been modified, altered, defaced, or had repairs made or attempted by others.
8. Under no circumstances shall contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.
9. Concrete can be damaged by many factors beyond MJH control. Damage from wear and tear, deicers, chemicals, equipment, vehicles and other things are out of MJH's control and are not covered by this Standard Limited Workmanship Warranty. MJH is not liable for repair conditions caused by misuse or abuse, ground settlement, winter conditions, accidents or acts of God.
10. Cracking due to structural movement, excessive deflection or other failure in the substrate is not covered.

Price Breakdown

Solicitation: Bid No. 20-04 Transfer Station Tipping Floor Resurfacing
Owner: City of Killeen Texas
Bid Date: November 21, 2019 at 11:00 am

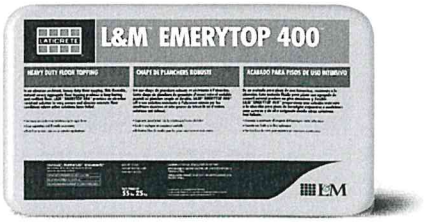
MJ HUGHES CONSTRUCTION

Biditem	Description	Quantity	Units	Labor Total	Equipment Total	Materials Total	Subcontract and Other Total	Total Bid Price
1	SURFACE PREPARATION	25,000.00	SF	$ 27,500.00	$ 5,250.00	$ 1,000.00	$ 116,250.00	$ 150,000.00
2	EMORY TOP 400 OVERLAY	25,000.00	SF	$ 116,500.00	$ 4,000.00	$ 992,000.00	$ -	$ 1,112,500.00
3	JOINTS	1.00	LS	$ 44,321.78	$ -	$ 16,653.37	$ 25,024.85	$ 86,000.00
4	WARRANTY	1.00	LS	$ -	$ -	$ 99,000.00	$ -	$ 99,000.00
Totals				$ 188,321.78	$ 9,250.00	$ 1,108,653.37	$ 141,274.85	**$ 1,447,500.00**

L&M™ EMERYTOP 400™

DS-177.0-0518

Globally Proven Construction Solutions



1. PRODUCT NAME
L&M™ EMERYTOP 400™

2. MANUFACTURER
LATICRETE International, Inc.
1 LATICRETE Park North
Bethany, CT 06524-3423 USA
Telephone: +1.203.393.0010, ext. 1235
Toll Free: 1.800.243.4788, ext. 1235
Fax: +1.203.393.1684
Website: laticrete.com

3. PRODUCT DESCRIPTION
EMERYTOP 400 is an abrasion resistant, heavy duty floor topping. This flowable, natural emery aggregate floor topping produces a long-lasting and resilient floor. EMERYTOP 400 provides an economical, abrasion resistant solution to very severe and abusive concrete floor conditions where other solutions have failed. EMERYTOP 400 uses polyhederal shaped isostructures of emery as its primary aggregate base. Our natural emery aggregate contains nature's highest content of aluminum oxide and ferric oxide for unsurpassed toughness. This unique aggregate has a hardness (Mohs scale rating) approaching that of industrial diamonds. EMERYTOP 400 produces a dense, cohesive mass that is rust-free, chemically resistant, and results in a thick floor surface for maximum abrasion and impact resistance. EMERYTOP 400 floors are also resistant to the destructive attacks of mild organic acids, alkalis and oils. EMERYTOP 400 outperforms normal concrete and high strength iron aggregate topping floors. Its unique formulation provides a substantial savings in material cost when compared to iron toppings. In addition to superior performance, EMERYTOP 400 has a flowable formulation which can be placed and finished like concrete. These superior physical properties make EMERYTOP 400 an excellent choice for heavy duty industrial service Class 6 and 7 floors, as described by ACI in its Manual of Concrete Practice standard, ACI 302.1R.

Uses
- EMERYTOP 400 reinforces concrete floors by developing a dense, long lasting, abrasion, and impact resistant floor to withstand the most severe wear conditions. Use EMERYTOP 400 in key areas subject to heavy traffic, impact, abrasion, and continuous wear such as resource recovery plants, tipping floors, roll-off areas, foundries, loading docks, truck, tractor and auto installation and repair facilities, mill scale sluiceways, smelters, machinery manufacturing plants, and generating stations. EMERYTOP 400 has a unique non-rusting formula that is ideal for outside loading docks and industrial plants using chemicals. Use EMERYTOP 400 on floors requiring optimum surface density to resist industrial chemical penetration.

Advantages
- Increases concrete wear resistance up to eight times
- Easy application and flowable consistency
- Significant cost savings over iron toppings
- Resists severe single point impacts
- High density-resists industrial contaminants
- Rust-free service - interior or exterior applications
- Fast turnaround for weekend shut downs

Suitable Substrates
- Concrete

Packaging
- 3000# SUPER SACK (1360.8KG) BAG

Approximate Coverage

Note to estimator: Estimate between 5 to 10% extra material for varied substrate textures and profiles and waste.			
Nominal Thickness	Approximate CoveragePer 55 lb. (25 kg) Bag	Approximate CoveragePer 3000 lb. (1361 kg) Bag	Yield

Note to estimator: Estimate between 5 to 10% extra material for varied substrate textures and profiles and waste.			
1" (25 mm)	4.4 ft² (0.41 m²)	240 ft² (22.3 m²)	55 lb (25 kg) bag is 0.4 ft3 (0.01 m3)
2" (50 mm)	2.2 ft² (0.20 m²)	120 ft² (11.15 m²)	4175 lbs. = 1 Cubic Yard

Limitations

- To avoid surface carbonation during cold weather application of EMERYTOP 400, do not use un-vented fossil-fuel heaters.
- Follow ACI 302 standard concrete procedures regarding temperature at the time of placement.
- Do not add accelerators or other admixtures to EMERYTOP 400
- Avoid application in extreme weather
- A pre-placement job conference is required with this product to carefully plan the installation
- Minimum depth is 1" (25 mm)
- Maximum depth is 2" (50 mm). Contact LATICRETE Technical Services for information on thicker applications.

Cautions

- Consult SDS for more safety information
- Protect finished work from traffic until fully cured
- Contains portland cement and silica sand. Causes skin and serious eye damage. Wear protective gloves/protective clothing/eye protection/face protection. In case of contact, flush thoroughly with water.
- Do not take internally. Silica sand may cause cancer, respiratory irritation or serious lung problems. Do not breathe dust. Wear a respirator in dusty areas.
- Keep out of reach of children

4. TECHNICAL DATA

Applicable Standard

- ASTM C190
- ASTM C666
- ASTM C157
- ASTM C1202
- ASTM C143

Physical Properties

Group Number	Results	Test Method & Specification
Chloride Ion Penetration	Very Low	
Permeability	Coulombs passed: 87	ASTM C 1202; AASHTO-T-277
Flexural Strength	28 days: 1380 psi (9.5 MPa)	ASTM C78
Length Change	28 days: -0.0053%	ASTM C157
Abrasion	Depth 60 min – In.0.008 (0.2 mm)	ASTM C944
Compressive Strength Note: Adding Additional Aggregate, water or other additives result in lower compressive strength and other physical properties.	1 day: 5000 psi (34.5 MPa); 2 days: 7100 psi (50 MPa); 3 days: 8200 psi (56.6 MPa); 7 days:10600 psi (73.1 MPa); 28 days: 12160 psi (86.2 MPa)	ASTM C109
Impact Resistance	7 days: no cracking; 90 days: no cracking	ACI 544 2
Hardness (emery aggregate)	9 Mohs	Mohs scale
Aggregate Type	Min 58% Al2 O3; Min 24% Fe2 O3	

Specifications subject to change without notification. Results shown are typical but reflect test procedures used. Actual field performance will depend on installation methods and site conditions.

5. INSTALLATION

Surface Preparation:

The top surface of the concrete must be scarified and left irregular, (minimum ICRI CSP 8-10) exposing the topmost surface of the coarse aggregate with a minimum amplitude of 1/4" (6 mm) between peaks and valleys. Soak base concrete with water to a saturated surface dry (SSD) condition. This is best achieved by water soaking the substrate for 12 hours and, just prior to applying the bonding slurry and placing the EMERYTOP 400, remove all surface standing water, leaving only a damp surface.

Priming With Slurry Bond Coat

Prepare the bonding slurry by mixing equal volumes of L&M EVERBOND and dry portland cement in a 1:1 ratio to a creamy, paint-like consistency. Scrub or broom the slurry into the damp surface for no more than 30 minutes before the placement of the EMERYTOP 400. Do not puddle bonding slurry onto the surface. Re-prime areas that dry before installation of EMERYTOP 400. Re-prime substrate if slurry has dried.

MIXING

EMERYTOP 400 should be mixed in a paddle-type mortar mixer or Ready Mix truck for high volume placements. First place all the water into the mixer, then add EMERYTOP 400. Mix 2.5-3.0 qts (2.4-2.8 L) water per 55 lb bag of EMERTYTOP 400. Mix a minimum of 5 minutes for high flow consistency. When a large volume of material is required, EMERYTOP 400 may be purchased in bulk bags of 3,000 lb (1361 kg) and mixed in a concrete mixer truck mix 3,000 lb (1361

kg) of EMERYTOP 400 with between 34-41 gals (129-155 L) water. Place 95% of required water into the concrete mixer truck based upon the number of Supersacks and the intended flow consistency. Maximum water provides a slump of approximately 4 to 5 inches. Suspend the bulk bag over the charging funnel of the mixer truck, and slowly load the dry material at a steady rate so that dry material mixes with water, allowing for a smooth, workable consistency. This will also help prevent the formation of large lumps (cannonballs) in the drum while the mixer truck is running at full charging speed. 95% of the water for the total number of Supersacks to be mixed must be in the Ready-Mix barrel. Begin mixing material at slow speed, adjusting the speed as the weight increases into the barrel. Once all Supersacks have been discharged into the Ready-Mix truck, the mixing speed should be elevated, allowing the material to fold over while mixing. Mix for 10 minutes at this speed. Increase mixing speed up to 50% of traditional mixing speed and mix for 5 minutes. Finally, mix material for five minutes at traditional mixing speed. Add up to 5% of remaining water to placement liking. Any added water requires an additional 5 minutes of mixing. For maximum slump, mix for a minimum of 5 minutes (minimum of 65 revolutions at 10-15 revolutions per minute), then place. At the time of placement of EMERYTOP 400, the air temperature should be between 50-90°F (10-32°C). In cold weather placement, heated mixing water may be used. The maximum water temperature should not be greater than 110°F (43°C). In hot, dry weather installations, mixing water may be chilled. Use E-CON to protect surfaces from rapid drying.

Hardened Concrete Substrate Requirements
The existing concrete base slab must be structurally sound and clean, and have a minimum compressive strength of 4,000 psi (27.6 MPa). All damaged or cracked areas that are structurally unsound must be repaired and/or replaced with new concrete as needed leaving 1 -2 inches for the EMERYTOP 400 topping slab. Cracks in the concrete substrate must be repaired before placement of the EMERYTOP 400. If they are not repaired and their causes corrected, the EMERYTOP 400 will crack in the same place and may delaminate. Refer to ACI 302.1.R for guidance on requirements for structurally sound slabs.

Placement over Hardened Concrete:
Set the strike-off level of the vibratory screed to the specified final elevation of the concrete floor. Place the EMERYTOP 400™ over the wet EVERBOND™ slurry mix immediately ahead of the vibratory screed. EMERYTOP 400 should be placed approximately 1/8" (3 mm) above the bottom of the screed. Strike off the product with a vibratory screed, which is essential for the initial consolidation of EMERYTOP 400. Use normal concrete finishing methods to finish the surface of the EMERYTOP 400 per ACI 302 10.3. Use bull float, then power float and power finish to the specified finish. During power floating pass, use a mechanical troweling machine equipped with float shoes or pans to keep topping open, allowing water evaporation and minimizing the danger of surface blisters. Power trowel to the specified finish. L&M E-CON™ can be used one or more times before, during, and after bull float, power troweling and finishing. Leave textured finish if extra non-slip performance is needed.

Joint Placement
Joints in the EMERYTOP 400 topping slab must be placed matching the location of the joints in the base slab. These saw cut joints must be cut to a depth equal to twice the thickness of the EMERYTOP 400 topping slab per ACI 302. Additional saw cut joints must be placed at a minimum of 10' X 10' in the EMERYTOP 400 topping slab. These saw cut joints must be cut through the full depth of the topping slab to the base slab. After curing 60 days or more, control joints may be filled with JOINT TITE 750™.

Curing
After finishing and initial set, continuously wet cure EMERYTOP 400 using conventional methods for 7-10 days.
The area may be opened to limited service in 48 hours, while continuing with the wet cure for 7-10 days.

MONOLITHIC PLACEMENT OVER PLASTIC CONCRETE
Substrate Concrete Requirements: The substrate concrete should be designed to develop a minimum of 4,000 psi (27.6 MPa) compressive strength. It must not contain calcium chlorides, stearates or other substances which are corrosive. The air content of the substrate concrete shall not be greater than 3% air entrapment and the slump shall not be greater than 5" (125 mm). During the placement of the substrate concrete and EMERYTOP 400 un-vented fossil-fuel heaters should not be used. Un-vented fossil fuel heaters will cause carbonation of fresh concrete and EMERYTOP 400.

Placement and Preparation of Plastic Substrate Concrete:
Place the concrete and strike off using a vibratory screed. Bull float immediately after strike off and before bleed water appears. After concrete bleed water has dissipated, darby (jitterbug) surface to produce a mortar bed approximately 1/4" (6 mm) thick, measured from the top of the coarse aggregate. Using a tining rake, lightly score the concrete surface at right angles to a depth of approximately 1/8" (3 mm). Raise the strike-off level of the vibratory screed to the specified final elevation of the concrete floor. Firmly attach the guides for the vibratory screed to the substrate and not on the plastic concrete surface. The minimum thickness of EMERYTOP 400 is 1" (25 mm). Operate the vibratory screed at 1/4 speed.
Leave an aggressive rake finish.

This type of application requires an experienced and extremely skilled contractor and crew. A bonding agent is not required when EMERYTOP 400 is being placed on plastic concrete. Place the EMERYTOP 400 on the surface of the concrete immediately ahead of the vibratory screed. Care should be taken not to exceed the screed's capacity. The EMERYTOP 400 should be approximately 1/8" (3 mm) above the bottom of the screed. Strike off the EMERYTOP 400 with vibratory screed. Measure topping depth frequently. If, during placement, coarse aggregate from the plastic concrete starts to appear through the surface of the topping, lower the vibratory screed running speed or delay further placement of EMERYTOP 400 until the concrete is less plastic. Use normal concrete finishing methods to finish the surface of the EMERYTOP 400 per ACI 302 10.3.

Finish, Curing and Joint Placement:
Follow same methods and procedures for EMERYTOP 400 as mentioned in this document for Placement over Hardened Concrete.

6. AVAILABILITY AND COST

Availability

LATICRETE materials are available worldwide.

For Distributor Information, Call:

Toll Free: 1.800.243.4788
Telephone: +1.203.393.0010

For on-line distributor information, visit LATICRETE at **laticrete.com**

Cost

Contact a LATICRETE Distributor in your area.

7. WARRANTY

See 10. FILING SYSTEM:

- LATICRETE Product Warranty

8. MAINTENANCE

The service life of EMERYTOP 400 can be extended by establishing a cleaning routine. EMERYTOP 400 should be routinely washed to remove contaminants using a hose or low pressure spraying system. Brush the surface to clear embedded debris with a push broom. The use of sacrificial rubber bumpers on power equipment is suggested to minimize wear of the EMERYTOP 400. Routinely inspect bumpers and replace when worn. Schedule annual inspections to review and repair worn or damaged areas. Clean and fill construction joints with JOINT TITE 750. Cut out and replace spalled areas with EMERYTOP 400. For general repairs such as curb knockouts use DURACRETE™.

9. TECHNICAL SERVICES

Technical Assistance

Information is available by calling the LATICRETE Technical Service Hotline:

Toll Free: 1.800.243.4788, ext. 1235
Telephone: +1.203.393.0010, ext. 1235
Fax: +1.203.393.1948

Technical and Safety Literature

To acquire technical and safety literature, please visit our website at **laticrete.com.**

10. FILING SYSTEM

Additional product information is available on our website at laticrete.com. The following is a list of related documents:

- Additional product information is available on our website at www.laticrete.com. The following is a list of related documents: DS 230.13: LATICRETE Product Warranty DS 172.9: E-CON™ DS 176.2: EVERBOND™ DS 176.1: EPOBOND™ DS 176.5: JOINT TITE 750 DS 174.4: DURACRETE™

LATICRETE International, Inc.
One LATICRETE Park North, Bethany, CT 06524-3423 USA • 1.800.243.4788 • +1.203.393.0010 • www.laticrete.com
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JOINT TITE 750™

Construction Chemicals

A product brand of LATICRETE International, Inc.

DS-176.5-0417



1. PRODUCT NAME

JOINT TITE 750™

2. MANUFACTURER

LATICRETE International, Inc.
1 LATICRETE Park North
Bethany, CT 06524-3423 USA
Telephone: +1.203.393.0010, ext. 235
Toll Free: 1.800.243.4788, ext. 235
Fax: +1.203.393.1684
Website: www.laticrete.com

3. PRODUCT DESCRIPTION

JOINT TITE 750 is a self-leveling, 100% solids, two component, rapid curing, polyurea control joint and crack filler. JOINT TITE 750 is designed to fill interior random cracks, damaged control joints, saw cut control joints, and construction joints in industrial concrete floors. JOINT TITE 750 is designed specifically for commercial, retail, and manufacturing floor applications which receive high volume vehicle traffic, such as fork lift or hard rubber wheel carts. JOINT TITE 750 is flexible, allowing normal slab movement, yet strong enough to protect the vertical edges of concrete joints from spalling under extreme loading. JOINT TITE 750 can be placed in a wide temperature application range of 20-150°F (-7-66°C).

Use

This product is designed to protect interior horizontal, non-moving control joints and construction joints. Its use prevents deterioration of unfilled joint edges caused by high volume traffic of hard rubber wheeled vehicles. JOINT TITE 750 is recommended for use in industrial facilities, warehouse floors, manufacturing facilities, cold storage and food processing facilities, transportation facilities, wholesale stores, health, educational, convention, recreation and government facilities.

Advantages

- Reduces floor maintenance costs
- Remains flexible, even in frigid temperatures
- Return to Service in 60 Minutes
- Self-leveling
- Low moisture sensitivity

Suitable Substrates

- Concrete Joints

Packaging

The JOINT TITE 750 system consists of two component units packaged as follows: 10 gal (37.9 L) Unit: 5 gal (18.9 L) of "A" side and 5 gal. (18.9 L) of "B" side. Also available in a 20 oz (600 ml) dual cartridges with static mixing nozzle.

Approximate Coverage

	Joint Opening/Width - Inch (mm)					
Joint Depth Inch (mm)	1/8" (3 mm)	1/4" (6.3 mm)	3/8" (9.5 mm)	1/2" (12.7 mm)	3/4" (19 mm)	1" (25.4 mm)
1/2" (12.7 mm)	48 (14.6)	24 (7.3)	16 (4.8)	12 (3.6)	8 (2.4)	6 (1.8)
3/4" (19 mm)	32 (9.7)	16 (4.8)	10.7 (3.2)	8 (2.4)	5.3 (1.6)	4 (1.2)
1" (25.4 mm)	24 (7.3)	12 (3.6)	8 (2.4)	6 (1.8)	4 (1.2)	3 (.9)
1-1/4" (31.7 mm)	19 (5.8)	9.6 (3)	6.4 (2)	4.8 (1.4)	3.2 (.9)	2.4 (.7)
1-1/2" (38 mm)	16 (4.8)	8 (2.4)	5.3 (1.6)	4 (1.2)	2.7 (.8)	2 (.6)
1-3/4" (44.4 mm)	13.7 (4.1 m)	6.9 (2.1 m)	4.6 (1.4 m)	3.4 (1 m)	2.3 (.7 m)	1.7 (.5 m)
2" (50.8 mm)	12 (3.6)	6 (1.8)	4 (1.2)	3 (.9)	2 (.6)	1.5 (.4)
	Linear Feet (Meters) per 600 ml Cartridge					
Note: Does not figure in waste for overfill						

	Joint Opening/Width - Inch (mm)			
Joint Depth Inch (mm)	1/8" (3 mm)	3/16" (6.3 mm)	1/4" (6.3 mm)	3/8" (9.5 mm)
3/4" (19 mm)	200 (60.9)	135 (41.1)	100 (30.5)	70 (21.3)
1" (25.4 mm)	150 (45.7)	100 (30.5)	80 (24.4)	50 (15.2)
1-1/2" (38 mm)	100 (30.5)	70 (21.3)	50 (15.2)	34 (10.4)
2" (50.8 mm)	75 (22.9)	50 (15.2)	40 (12.2)	25 (7.6)
	Linear Feet (Meters) per Gallon			
Note: Does not figure in waste for overfill				

Shelf Life

Keep JOINT TITE 750 containers tightly sealed and stored in a cool, dry place between 60-85°F (15-30°C). Keep away from extreme heat, freezing and moisture. Shelf life of unopened containers is one year when properly stored. Component A is very sensitive to humidity. Use or properly discard unused component A within a short period of time after opening container.

Limitations

- JOINT TITE 750 should not be used to fill or repair moving joints or exterior cracks, damaged control joints or new construction joints if deck or slab movement from thermal cycling is expected.
- Intended for interior use and non-moving joints only
- Per ACI 302 recommendations, defer joint filling as long as possible. Newly poured concrete slabs should cure for a minimum of 90 days to minimize the effects of related shrinkage and hydration on the joint opening.
- Not recommended for installations below 20°F (-7°C), such as operating freezers
- JOINT TITE 750 contains aromatic isocyanates. Exposed surface discoloration of product may be caused by exposure to sunlight or other ultraviolet light sources. However, the durability of the hardened product will remain unaffected.

Cautions

- Consult SDS for more safety information
- Contains isocyanates
- Wear protective gloves, hand creams, goggles and clothing when handling resins
- Prolonged exposure may cause skin irritation, dermatitis or other allergic responses
- Cornea damage can occur from eye contact
- Mix in ventilated area
- Do not inhale fumes
- Keep away from heat or open flame. Do not thin with solvent
- Wear protective particle mask when grinding off overfill

Mock-ups and field test areas are required in order to validate performance and appearance related characteristics (including but not limited to color, inherent surface variations, wear, anti-dusting, abrasion resistance, chemical resistance, stain resistance, coefficient of friction, etc.) to ensure system performance as specified for the intended use, and to determine approval of the decorative flooring system.

4. TECHNICAL DATA

USDA approved for incidental food contact areas.

Physical Properties

Property	Observed
Color	Medium Gray
Shore A Hardness ASTM D 2240	80-85
Tensile Strength ASTM D 412	1500 psi (10.3 MPa)
Adhesion to concrete ASTM D 4541	450 psi (3.1 MPa)
Set time @ 75°F (25°C)	Tack free: 5 min Light Traffic: 45 min Full Traffic: 1 hour
Mix ratio (Part A:Part B)	1:1
Solids Content	100%

Specifications are subject to change without notification. Technical data shown in product data sheets are typical but reflect laboratory test procedures conducted in laboratory conditions. Actual field performance and test results will depend on installation methods and site conditions. Field test results will vary due to critical job site factors. All recommendations, statements and technical data contained in this data sheet are based on tests we believe to be reliable and correct, but accuracy and completeness of said tests are not guaranteed and are not be construed as a warranty or guaranty of any kind. Satisfactory results depend upon many factors beyond the control of LATICRETE International, Inc. User shall rely on their own information and tests to determine suitability of the product for the intended use and user assumes all risk, loss, damage, expense and liability resulting from their direct use, indirect use or consequential to their use of the product. LATICRETE shall not be liable to the buyer or any third party for any injury, loss or damage directly or indirectly resulting from use or inability to use the product.

5. INSTALLATION

New Floor Joint Preparation: New saw cut control joints and construction joints require cleaning before installation of JOINT TITE 750™. Using a dustless grinder with an abrasive or dry diamond blade, "chase" the existing control joint to remove the presence of all concrete laitance that normally builds up on the joint face. Residual dust or debris must be brushed free by using a nylon bristle brush or wire wheel mounted to an angle grinder followed by vacuuming or air blasting. Simply raking or blowing out joints is not an acceptable cleaning method. Protect exposed concrete surfaces from staining caused by product overflow with tape or stain protector.

Interior Random Crack Preparation: The concrete surface must be structurally sound, cleaned and free of all dirt, grease, loose concrete and moisture. Use a grinder with a "U" shaped diamond blade to chase out the random crack. Cracks with extensive edge spalling should be cut back to sound concrete, then chipped to remove remaining concrete. Always prepare the joint to have regular and vertical sides. Crack Depth: Prepared crack depth in random cracks should be minimum of 3/4" (19 mm).

Damaged Joints Preparation: Remove any existing joint material within the joint by first cutting and removing by hand. Using a grinder with an abrasive or dry diamond blade, chase out the joint area. Special care should be taken to remove all foreign material, leaving a clean, dry, and properly prepared concrete surface. Joints with extensive edge spalling should be cut back to sound concrete. Remove residual dust and debris by using a nylon bristle brush or wire wheel mounted to an angle grinder. The repair area must be clean and dry to permit proper bonding.

Joint Depth: Sealant depth in damaged horizontal saw cuts or preformed control joints should be a minimum of 1" (25 mm) depth. Joints exceeding 1" (25 mm) in width should be equal depth to width. Contact L&M if joint edges are spalled to a width of 2" (50 mm) or greater.

Recommended Installation Method: Because of its short work life and quick cure time, JOINT TITE 750 can be installed only through a plural component mechanical pump system. Do not attempt to mix by hand.

Mixing: Precise and accurate mixing of polyurea components is critical to the long-term performance of this product. Prior to dispensing, thoroughly mix the resin "B" side prior to mixing components together to redistribute any settlement that occurred during shipment. Due to the fast setting nature of this product, all mixing is to be done only through a 3/8" (10 mm) wide, 12" (300 mm) minimum length, 40 element static mixing wand fitted onto the plural pump. All necessary mixing is completed as the mixed product exits the terminal end of the mixing wand.

Filling Steps: With constant pressure, deliver JOINT TITE 750™ in one pass into the properly prepared joint or crack, and overfill the joint well slightly by 1/16" (1.5 mm). Excessive overfill will waste product and may cause surface staining. After 45 minutes, trim excess product using an 8" (200 mm) mastic scrapper with a razor blade insert, creating a smooth transition across the joint or random crack.

Machine Dispensing: Use plural component pumps that have been specifically designed for installing JOINT TITE 750 and similar type products. Pumps must be low pressure, 1:1 ratio, duplex pump systems with a delivery capability of 3/4 GPM. Contact LATICRETE L&M Technical Services for specific equipment recommendations.

Clean Up: Cured product may be disposed of without restriction. Excess liquid "A" and "B" material should be mixed together and allowed to cure and solidify, then disposed of in the normal manner. Product containers that are "drip-free" may be disposed of according to local, state and federal laws. Use disposable or plastic tools such as cardboard trowels or plastic buckets whenever possible. It is recommended that metal tools be cleaned within one hour of use by cutting or peeling cured material from tool.

6. AVAILABILITY AND COST

Availability

L&M™ and LATICRETE® materials are available worldwide.

For Distributor Information, Call:

Toll Free: 1.800.243.4788
Telephone: +1.203.393.0010

For on-line distributor information, visit LATICRETE at www.lmcc.com.

Cost

Contact a LATICRETE Distributor in your area.

7. SHORT SPEC

033000 or 033540: Concrete Floor Joints, Interior: All saw cut floor joints and construction joints in the interior concrete floor shall be filled with 100% solids polyurea filler. Shore A shall be 80 or higher. Joint filler shall be installed per ACI 302 and manufacturer' s recommendations. Concrete shall cure a minimum of 60 days before installation. By LATICRETE International.

8. WARRANTY

See 10. FILING SYSTEM:

DS 230.13: LATICRETE Product Warranty
DS 200.03: 3 Year Decorative Finish Warranty

9. TECHNICAL SERVICES

Technical Assistance

Information is available by calling the LATICRETE Technical Service Hotline:

Toll Free: 1.800.243.4788, ext. 235
Telephone: +1.203.393.0010, ext. 235
Fax: +1.203.393.1948

Technical and Safety Literature

To acquire technical and safety literature, please visit our website at www.laticrete.com.

10. FILING SYSTEM

Additional product information is available on our website at www.laticrete.com. The following is a list of related documents:

DS 230.13: LATICRETE Product Warranty
DS 200.03: 3 Year Decorative Finish Warranty

L&M Construction Chemicals
A product brand of LATICRETE International, Inc.
LATICRETE International, Inc. • One LATICRETE Park North, Bethany, CT 06524-3423 USA • 1.800.243.4788 • +1.203.393.0010 • www.laticrete.com
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EVERBOND™

DS-176.2-1214

1. PRODUCT NAME
EVERBOND™

2. MANUFACTURER
LATICRETE International, Inc.
1 LATICRETE Park North
Bethany, CT 06524-3423 USA
Telephone: +1.203.393.0010, ext. 235
Toll Free: 1.800.243.4788, ext. 235
Fax: +1.203.393.1684
Website: www.lmcc.com

3. PRODUCT DESCRIPTION
EVERBOND is a versatile acrylic polymer emulsion that can be used either as a bonding adhesive or as an admixture that enhances portland cement-based mixes, giving these mixes improved flexural, tensile and bond strength. EVERBOND is a milky white, high solids emulsion that will not re-emulsify upon exposure to water, and is non-oxidizing and ultraviolet light stable. EVERBOND, when used as a bonding agent, becomes an integral part of the interface between the cementitious material and the surface to be bonded. EVERBOND creates a strong bond between materials to be bonded.

Uses
EVERBOND permits the improved adhesion of cementitious materials such as concrete toppings, stucco and terrazzo to structurally sound concrete, plaster or masonry.
EVERBOND is used in three simple ways:

As an admixture: EVERBOND can be added to portland cement-based repair mortars to increase their adhesion, freeze-thaw resistance, flexural strength, and durability.

As a bonding agent: When used full strength EVERBOND bonds concrete repairs that are made in sidewalks, driveways, steps, floors, brick pointing and stucco. It will help bond portland cement mortars to brick, concrete block, clay tile, marble and even glass block.

As a bonding slurry: EVERBOND can be added to portland cement to create a very strong and effective bonding slurry for concrete toppings and repair materials.

Advantages
- Improved adhesion between cementitious materials
- Use as bonding adhesive or admixture
- High abrasion resistance
- Rapid drying time

Suitable Substrates
- Existing concrete
- Brick
- Concrete Block
- Clay Tile
- Marble
- Glass Block

Packaging
1 Gal (3.8 L)
5 Gal (18.9 L)
55 Gal (208 L)

Approximate Coverage
Roughened concrete: 200-300 ft²/gal (4.9-7.4 m²/L)
Plaster or smooth concrete: 300-400 ft²/gal (7.4-9.8 m²/L)

Shelf Life
EVERBOND containers are to be kept tightly sealed and stored in a clean, dry area between 45-100°F (7-38°C). Shelf life is a minimum of one year when stored properly. Do not allow to freeze.

Limitations
- Surfaces to which EVERBOND is applied must be clean and structurally sound
- Do not apply over frozen surfaces, water soluble paints, rust, laitance or peeling paint
- Apply at temperatures of 40°F (4°C) and rising
- Do not use as an admixture with concrete or mortar mixes containing air entraining admixtures
- Do not expose newly placed EVERBOND-modified cement mixes to water immersion for at least 24 hours

- Protect EVERBOND™ film from dirt or other contaminants until topping is placed
- Do not allow film or slurry to dry before placing repair mortar or topping
- Cover with wet burlap in hot weather to protect from rapid drying. Do not cure EVERBOND modified mortars on toppings with solvent based curing compounds

Cautions
- Consult SDS for more safety information
- Protect finished work from traffic until fully cured
- Keep out of reach of children

Mock-ups and field test areas are required in order to validate performance and appearance related characteristics (including but not limited to color, inherent surface variations, wear, anti-dusting, abrasion resistance, chemical resistance, stain resistance, coefficient of friction, etc.) to ensure system performance as specified for the intended use, and to determine approval of the decorative flooring system.

4. TECHNICAL DATA

Applicable Standards and Test Method
ASTM C 1059, Type II
ASTM C 1042, Type II
MIL-B-19235(docks) Bonding Compound
GSA Specification for Bonding Adhesive
Low VOC

Physical Properties

Property	Observed
Tensile Strength ASTM C190	600 psi (4.1 MPa)
Shear Strength ASTM C 1042 Slurry Coat	>1250 psi (8.6 MPa) 2100 psi (14.5 MPa)
Flexural Strength ASTM C 78	725 psi (5 MPa)
Freeze Thaw Scaling ASTM C 672	No scaling
Abrasion resistance	Good resistance
Dry time (2 mil film) 70°F (21°C)	1 hour
VOC	25 g/L

Specifications are subject to change without notification. Technical data shown in product data sheets are typical but reflect laboratory test procedures conducted in laboratory conditions. Actual field performance and test results will depend on installation methods and site conditions. Field test results will vary due to critical job site factors. All recommendations, statements and technical data contained in this data sheet are based on tests we believe to be reliable and correct, but accuracy and completeness of said tests are not guaranteed and are not be construed as a warranty or guaranty of any kind. Satisfactory results depend upon many factors beyond the control of LATICRETE International, Inc. User shall rely on their own information and tests to determine suitability of the product for the intended use and user assumes all risk, loss, damage, expense and liability resulting from their direct use, indirect use or consequential to their use of the product. LATICRETE shall not be liable to the buyer or any third party for any injury, loss or damage directly or indirectly resulting from use or inability to use the product.

5. INSTALLATION

Preparatory Work: All surfaces must be clean, sound and free of all dust, curing compounds, oil, dirt, efflorescence, mildew or loose material. Dull all shiny surfaces mechanically. Thoroughly pre-dampen all concrete surfaces with clean potable water to a saturated, surface dry (SSD) condition to reduce absorption.

Methods of Application: Apply EVERBOND by brush, spray or roller in a thin continuous film. Broom out puddles before installing topping. Do not allow to dry.

Flatwork Repairs: Concrete toppings should be a minimum of 3/4" (19 mm) and are to be butted to a temporary vertical edge. Place EVERBOND and cement bonding slurry first, followed by repair mortar. Place within 20 minutes. Avoid overworking.

EVERBOND™ Reinforced Floor Toppings: A reinforced floor topping is suitable for feather-edge work in light traffic areas. Place bonding slurry first. Do not overmix. Allow topping to cure a minimum of four days before exposing it to heavy wheeled traffic.

6. AVAILABILITY AND COST

Availability
L&M™ and LATICRETE® materials are available worldwide.
For Distributor Information, Call:
Toll Free: 1.800.243.4788
Telephone: +1.203.393.0010
For on-line distributor information, visit LATICRETE at www.lmcc.com.

Cost
Contact a LATICRETE Distributor in your area.

7. WARRANTY

See 10. FILING SYSTEM:
DS 230.13: LATICRETE Product Warranty

9. TECHNICAL SERVICES

Technical Assistance
Information is available by calling the LATICRETE Technical Service Hotline:
Toll Free: 1.800.243.4788, ext. 235
Telephone: +1.203.393.0010, ext. 235
Fax: +1.203.393.1948

Technical and Safety Literature
To acquire technical and safety literature, please visit our website at www.laticrete.com.

10. FILING SYSTEM

Additional product information is available on our website at www.laticrete.com. The following is a list of related documents:
DS 230.13: LATICRETE Product Warranty

L&M Construction Chemicals
A product brand of LATICRETE International, Inc.
One LATICRETE Park North, Bethany, CT 06524-3423 USA ▪ 1.800.243.4788 ▪ +1.203.393.0010 ▪ www.lmcc.com
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Product Warranty

DS-230.13-0414

Globally Proven Construction Solutions

LIMITED WARRANTY

Subject to the conditions and limitations stated below, LATICRETE INTERNATIONAL, INC. ("LATICRETE") warrants that its products will be free from manufacturing defects and will not break down or deteriorate under normal usage for a period of one (1) year from the date of purchase when installed in accordance with the written specifications of LATICRETE and industry standard guidelines.

DISCLAIMER

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES BASED ON SAMPLES OR ORAL STATEMENTS, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT. IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

EXCLUSIVE REMEDY

The sole and exclusive remedy for a breach of this limited warranty is replacement of the LATICRETE product that is proven to be defective*. In the event this sole and exclusive remedy fails of its essential purpose, the liability of LATICRETE is limited to the return of the original purchase price.

EXCLUSIONS

LATICRETE is not responsible for workmanship not in accordance with the instructions of LATICRETE and industry standard guidelines. Cracking due to structural movement, excessive deflection or other failure in the substrate is also not covered.

LATICRETE IS NOT LIABLE FOR ANY INCIDENTAL DAMAGES OR CONSEQUENTIAL DAMAGES, INCLUDING LOSSES DUE TO DELAYS, INCURRED BY THE PURCHASER OR ANY OTHER PARTY.

** NOTE: Efflorescence is a normal condition of portland cement mortars and is not a defective condition.*

NO ASSIGNMENT

This limited warranty is not transferable or assignable.

HOW TO MAKE A CLAIM

To make a claim under this limited warranty, you must notify LATICRETE in writing within thirty (30) days of the discovery of the alleged manufacturing defect. At the option of LATICRETE, you may be required, as a condition of this limited warranty, to provide proof of product purchase and use.

Address your claim to:

LATICRETE International, Inc.
1 LATICRETE Park North

Bethany, CT 06524-3423 USA
Attn.: Technical Service Department

TECHNICAL INFORMATION

Technical assistance and information is available by calling the LATICRETE Technical Service Line:

Toll Free: 1.800.243.4788, ext 235
Telephone: +1.203.393.0010, ext 235
Fax: +1.203.393.1948

LATICRETE International, Inc.
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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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.

OFFICE USE ONLY

Date Received

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

American Restore, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not Applicable

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

11/18/2019

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

American Restore, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

15552 Commerce Lane

Requester's name and address (optional)

6 City, state, and ZIP code

Huntington Beach CA 92649

City of Killeen

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	5	–	5	1	0	8	3	9	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Susan Bell Date ▶ 11-18-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MJ HUGHES CONSTRUCTION

www.mjhughes.com

PROPOSAL - CLARIFICATIONS

PROJECT:	City of Killeen – Transfer Station Tipping Floor Resurfacing, Bid No. 20-04
LOCATION:	802 N. 2nd Street, Building E, Room 215, Killeen Texas 76541
BID DATE:	November 21, 2019 at 11:00am
ADDENDA:	3 Reviewed & Included

As requested in the proposal, we are including the following clarifications with our bid proposal. These clarifications are to provide further information on the materials we intend to utilize on the project, and the warranty that would be provided if we were awarded the contract to perform the project.

Materials: For this project we propose using the L&M Emerytop 400 product for the overlay, and L&M Everbond as the bonding agent between the existing concrete substrate and the new overlay. For the joints we would utilize L&M Joint Tite 750. The product data sheets, and Manufacturer Warranty information is included with this proposal. The manufacturer requires a minimum of 3 to 4 weeks to manufacture and deliver the materials to the project from time of approval of materials.

Project Assumptions: The L&M Emerytop 400 material requires the ambient temperature to be between 50-90° F. We recommend the overlay work be started in March 2020 based on historical weather data for that area. Heating of the building for application of the overlay was not included in our pricing.

MJH assumes the existing concrete slab is sound and does not have any deterioration or other significant defects. MJH would evaluate the slab with City personnel once the existing overlay has been removed and the slab is cleaned. Any defective concrete would need to be removed and replaced prior to installation of the overlay. Our pricing does not include any repairs to the existing concrete slab prior to placement of the new Emerytop 400 overlay.

Warranty: MJ Hughes Construction (MJH) would provide a Standard Limited Workmanship Warranty for one year in addition to the material warranty provided by Laticrete for their products incorporated into the project. MJH warrants that the work performed under this contract conforms to the contract requirements and is free of any defect in workmanship performed by the MJ Hughes Construction or our subcontractors.

This Standard Limited Workmanship Warranty applies and is limited as follows:

1. This warranty shall continue for a period of 1 year from substantial completion, or date of when the Government takes possession, whichever is the first to occur.
2. That MJH be immediately notified by the Engineer in writing within ten (10) days of after the discovery of any failure, defect, or damage.
3. That MJH shall be given first opportunity to make any repairs, replacements or corrections to the defective construction at no cost to owner within a reasonable period.
4. Unless a defect is caused by the negligence of the MJH or subcontractor or supplier at any tier, MJH shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government furnished material or design.
5. The warranty is applicable to the property only if it remains in the possession of the original owner named above.
6. The warranty is applicable to the construction work that has not been subject to accident, misuse or abuse.
7. The warranty is applicable to the construction work that has not been modified, altered, defaced, or had repairs made or attempted by others.
8. Under no circumstances shall contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.
9. Concrete can be damaged by many factors beyond MJH control. Damage from wear and tear, deicers, chemicals, equipment, vehicles and other things are out of MJH's control and are not covered by this Standard Limited Workmanship Warranty. MJH is not liable for repair conditions caused by misuse or abuse, ground settlement, winter conditions, accidents or acts of God.
10. Cracking due to structural movement, excessive deflection or other failure in the substrate is not covered.

Price Breakdown

Solicitation: Bid No. 20-04 Transfer Station Tipping Floor Resurfacing
Owner: City of Killeen Texas
Bid Date: November 21, 2019 at 11:00 am

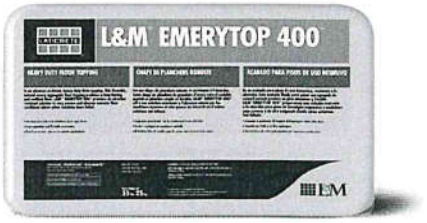
MJ HUGHES CONSTRUCTION

Biditem	Description	Quantity	Units	Labor Total	Equipment Total	Materials Total	Subcontract and Other Total	Total Bid Price
1	SURFACE PREPARATION	25,000.00	SF	$ 27,500.00	$ 5,250.00	$ 1,000.00	$ 116,250.00	$ 150,000.00
2	EMORY TOP 400 OVERLAY	25,000.00	SF	$ 116,500.00	$ 4,000.00	$ 992,000.00	$ -	$ 1,112,500.00
3	JOINTS	1.00	LS	$ 44,321.78	$ -	$ 16,653.37	$ 25,024.85	$ 86,000.00
4	WARRANTY	1.00	LS	$ -	$ -	$ 99,000.00	$ -	$ 99,000.00
Totals				$ 188,321.78	$ 9,250.00	$ 1,108,653.37	$ 141,274.85	**$ 1,447,500.00**

L&M™ EMERYTOP 400™

DS-177.0-0518

Globally Proven Construction Solutions



1. PRODUCT NAME
L&M™ EMERYTOP 400™

2. MANUFACTURER
LATICRETE International, Inc.
1 LATICRETE Park North
Bethany, CT 06524-3423 USA
Telephone: +1.203.393.0010, ext. 1235
Toll Free: 1.800.243.4788, ext. 1235
Fax: +1.203.393.1684
Website: laticrete.com

3. PRODUCT DESCRIPTION
EMERYTOP 400 is an abrasion resistant, heavy duty floor topping. This flowable, natural emery aggregate floor topping produces a long-lasting and resilient floor. EMERYTOP 400 provides an economical, abrasion resistant solution to very severe and abusive concrete floor conditions where other solutions have failed. EMERYTOP 400 uses polyhederal shaped isostructures of emery as its primary aggregate base. Our natural emery aggregate contains nature's highest content of aluminum oxide and ferric oxide for unsurpassed toughness. This unique aggregate has a hardness (Mohs scale rating) approaching that of industrial diamonds. EMERYTOP 400 produces a dense, cohesive mass that is rust-free, chemically resistant, and results in a thick floor surface for maximum abrasion and impact resistance. EMERYTOP 400 floors are also resistant to the destructive attacks of mild organic acids, alkalis and oils. EMERYTOP 400 outperforms normal concrete and high strength iron aggregate topping floors. Its unique formulation provides a substantial savings in material cost when compared to iron toppings. In addition to superior performance, EMERYTOP 400 has a flowable formulation which can be placed and finished like concrete. These superior physical properties make EMERYTOP 400 an excellent choice for heavy duty industrial service Class 6 and 7 floors, as described by ACI in its Manual of Concrete Practice standard, ACI 302.1R.

Uses
- EMERYTOP 400 reinforces concrete floors by developing a dense, long lasting, abrasion, and impact resistant floor to withstand the most severe wear conditions. Use EMERYTOP 400 in key areas subject to heavy traffic, impact, abrasion, and continuous wear such as resource recovery plants, tipping floors, roll-off areas, foundries, loading docks, truck, tractor and auto installation and repair facilities, mill scale sluiceways, smelters, machinery manufacturing plants, and generating stations. EMERYTOP 400 has a unique non-rusting formula that is ideal for outside loading docks and industrial plants using chemicals. Use EMERYTOP 400 on floors requiring optimum surface density to resist industrial chemical penetration.

Advantages
- Increases concrete wear resistance up to eight times
- Easy application and flowable consistency
- Significant cost savings over iron toppings
- Resists severe single point impacts
- High density-resists industrial contaminants
- Rust-free service - interior or exterior applications
- Fast turnaround for weekend shut downs

Suitable Substrates
- Concrete

Packaging
- 3000# SUPER SACK (1360.8KG) BAG

Approximate Coverage

Note to estimator: Estimate between 5 to 10% extra material for varied substrate textures and profiles and waste.			
Nominal Thickness	Approximate CoveragePer 55 lb. (25 kg) Bag	Approximate CoveragePer 3000 lb. (1361 kg) Bag	Yield

Note to estimator: Estimate between 5 to 10% extra material for varied substrate textures and profiles and waste.			
1" (25 mm)	4.4 ft² (0.41 m²)	240 ft² (22.3 m²)	55 lb (25 kg) bag is 0.4 ft3 (0.01 m3)
2" (50 mm)	2.2 ft² (0.20 m²)	120 ft² (11.15 m²)	4175 lbs. = 1 Cubic Yard

Limitations

- To avoid surface carbonation during cold weather application of EMERYTOP 400, do not use un-vented fossil-fuel heaters.
- Follow ACI 302 standard concrete procedures regarding temperature at the time of placement.
- Do not add accelerators or other admixtures to EMERYTOP 400
- Avoid application in extreme weather
- A pre-placement job conference is required with this product to carefully plan the installation
- Minimum depth is 1" (25 mm)
- Maximum depth is 2" (50 mm). Contact LATICRETE Technical Services for information on thicker applications.

Cautions

- Consult SDS for more safety information
- Protect finished work from traffic until fully cured
- Contains portland cement and silica sand. Causes skin and serious eye damage. Wear protective gloves/protective clothing/eye protection/face protection. In case of contact, flush thoroughly with water.
- Do not take internally. Silica sand may cause cancer, respiratory irritation or serious lung problems. Do not breathe dust. Wear a respirator in dusty areas.
- Keep out of reach of children

4. TECHNICAL DATA

Applicable Standard

- ASTM C190
- ASTM C666
- ASTM C157
- ASTM C1202
- ASTM C143

Physical Properties

Group Number	Results	Test Method & Specification
Chloride Ion Penetration	Very Low	
Permeability	Coulombs passed: 87	ASTM C 1202; AASHTO-T-277
Flexural Strength	28 days: 1380 psi (9.5 MPa)	ASTM C78
Length Change	28 days: -0.0053%	ASTM C157
Abrasion	Depth 60 min – In.0.008 (0.2 mm)	ASTM C944
Compressive Strength Note: Adding Additional Aggregate, water or other additives result in lower compressive strength and other physical properties.	1 day: 5000 psi (34.5 MPa); 2 days: 7100 psi (50 MPa); 3 days: 8200 psi (56.6 MPa); 7 days:10600 psi (73.1 MPa); 28 days: 12160 psi (86.2 MPa)	ASTM C109
Impact Resistance	7 days: no cracking; 90 days: no cracking	ACI 544 2
Hardness (emery aggregate)	9 Mohs	Mohs scale
Aggregate Type	Min 58% Al2 O3; Min 24% Fe2 O3	

Specifications subject to change without notification. Results shown are typical but reflect test procedures used. Actual field performance will depend on installation methods and site conditions.

5. INSTALLATION

Surface Preparation:

The top surface of the concrete must be scarified and left irregular, (minimum ICRI CSP 8-10) exposing the topmost surface of the coarse aggregate with a minimum amplitude of 1/4" (6 mm) between peaks and valleys. Soak base concrete with water to a saturated surface dry (SSD) condition. This is best achieved by water soaking the substrate for 12 hours and, just prior to applying the bonding slurry and placing the EMERYTOP 400, remove all surface standing water, leaving only a damp surface.

Priming With Slurry Bond Coat

Prepare the bonding slurry by mixing equal volumes of L&M EVERBOND and dry portland cement in a 1:1 ratio to a creamy, paint-like consistency. Scrub or broom the slurry into the damp surface for no more than 30 minutes before the placement of the EMERYTOP 400. Do not puddle bonding slurry onto the surface. Re-prime areas that dry before installation of EMERYTOP 400. Re-prime substrate if slurry has dried.

MIXING

EMERYTOP 400 should be mixed in a paddle-type mortar mixer or Ready Mix truck for high volume placements. First place all the water into the mixer, then add EMERYTOP 400. Mix 2.5-3.0 qts (2.4-2.8 L) water per 55 lb bag of EMERTYTOP 400. Mix a minimum of 5 minutes for high flow consistency. When a large volume of material is required, EMERYTOP 400 may be purchased in bulk bags of 3,000 lb (1361 kg) and mixed in a concrete mixer truck mix 3,000 lb (1361

kg) of EMERYTOP 400 with between 34-41 gals (129-155 L) water. Place 95% of required water into the concrete mixer truck based upon the number of Supersacks and the intended flow consistency. Maximum water provides a slump of approximately 4 to 5 inches. Suspend the bulk bag over the charging funnel of the mixer truck, and slowly load the dry material at a steady rate so that dry material mixes with water, allowing for a smooth, workable consistency. This will also help prevent the formation of large lumps (cannonballs) in the drum while the mixer truck is running at full charging speed. 95% of the water for the total number of Supersacks to be mixed must be in the Ready-Mix barrel. Begin mixing material at slow speed, adjusting the speed as the weight increases into the barrel. Once all Supersacks have been discharged into the Ready-Mix truck, the mixing speed should be elevated, allowing the material to fold over while mixing. Mix for 10 minutes at this speed. Increase mixing speed up to 50% of traditional mixing speed and mix for 5 minutes. Finally, mix material for five minutes at traditional mixing speed. Add up to 5% of remaining water to placement liking. Any added water requires an additional 5 minutes of mixing. For maximum slump, mix for a minimum of 5 minutes (minimum of 65 revolutions at 10-15 revolutions per minute), then place. At the time of placement of EMERYTOP 400, the air temperature should be between 50-90°F (10-32°C). In cold weather placement, heated mixing water may be used. The maximum water temperature should not be greater than 110°F (43°C). In hot, dry weather installations, mixing water may be chilled. Use E-CON to protect surfaces from rapid drying.

Hardened Concrete Substrate Requirements
The existing concrete base slab must be structurally sound and clean, and have a minimum compressive strength of 4,000 psi (27.6 MPa). All damaged or cracked areas that are structurally unsound must be repaired and/or replaced with new concrete as needed leaving 1 -2 inches for the EMERYTOP 400 topping slab. Cracks in the concrete substrate must be repaired before placement of the EMERYTOP 400. If they are not repaired and their causes corrected, the EMERYTOP 400 will crack in the same place and may delaminate. Refer to ACI 302.1.R for guidance on requirements for structurally sound slabs.

Placement over Hardened Concrete:
Set the strike-off level of the vibratory screed to the specified final elevation of the concrete floor. Place the EMERYTOP 400™ over the wet EVERBOND™ slurry mix immediately ahead of the vibratory screed. EMERYTOP 400 should be placed approximately 1/8" (3 mm) above the bottom of the screed. Strike off the product with a vibratory screed, which is essential for the initial consolidation of EMERYTOP 400. Use normal concrete finishing methods to finish the surface of the EMERYTOP 400 per ACI 302 10.3. Use bull float, then power float and power finish to the specified finish. During power floating pass, use a mechanical troweling machine equipped with float shoes or pans to keep topping open, allowing water evaporation and minimizing the danger of surface blisters. Power trowel to the specified finish. L&M E-CON™ can be used one or more times before, during, and after bull float, power troweling and finishing. Leave textured finish if extra non-slip performance is needed.

Joint Placement
Joints in the EMERYTOP 400 topping slab must be placed matching the location of the joints in the base slab. These saw cut joints must be cut to a depth equal to twice the thickness of the EMERYTOP 400 topping slab per ACI 302. Additional saw cut joints must be placed at a minimum of 10' X 10' in the EMERYTOP 400 topping slab. These saw cut joints must be cut through the full depth of the topping slab to the base slab. After curing 60 days or more, control joints may be filled with JOINT TITE 750™.

Curing
After finishing and initial set, continuously wet cure EMERYTOP 400 using conventional methods for 7-10 days.
The area may be opened to limited service in 48 hours, while continuing with the wet cure for 7-10 days.

MONOLITHIC PLACEMENT OVER PLASTIC CONCRETE
Substrate Concrete Requirements: The substrate concrete should be designed to develop a minimum of 4,000 psi (27.6 MPa) compressive strength. It must not contain calcium chlorides, stearates or other substances which are corrosive. The air content of the substrate concrete shall not be greater than 3% air entrapment and the slump shall not be greater than 5" (125 mm). During the placement of the substrate concrete and EMERYTOP 400 un-vented fossil-fuel heaters should not be used. Un-vented fossil fuel heaters will cause carbonation of fresh concrete and EMERYTOP 400.

Placement and Preparation of Plastic Substrate Concrete:
Place the concrete and strike off using a vibratory screed. Bull float immediately after strike off and before bleed water appears. After concrete bleed water has dissipated, darby (jitterbug) surface to produce a mortar bed approximately 1/4" (6 mm) thick, measured from the top of the coarse aggregate. Using a tining rake, lightly score the concrete surface at right angles to a depth of approximately 1/8" (3 mm). Raise the strike-off level of the vibratory screed to the specified final elevation of the concrete floor. Firmly attach the guides for the vibratory screed to the substrate and not on the plastic concrete surface. The minimum thickness of EMERYTOP 400 is 1" (25 mm). Operate the vibratory screed at 1/4 speed.
Leave an aggressive rake finish.

This type of application requires an experienced and extremely skilled contractor and crew. A bonding agent is not required when EMERYTOP 400 is being placed on plastic concrete. Place the EMERYTOP 400 on the surface of the concrete immediately ahead of the vibratory screed. Care should be taken not to exceed the screed's capacity. The EMERYTOP 400 should be approximately 1/8" (3 mm) above the bottom of the screed. Strike off the EMERYTOP 400 with vibratory screed. Measure topping depth frequently. If, during placement, coarse aggregate from the plastic concrete starts to appear through the surface of the topping, lower the vibratory screed running speed or delay further placement of EMERYTOP 400 until the concrete is less plastic. Use normal concrete finishing methods to finish the surface of the EMERYTOP 400 per ACI 302 10.3.

Finish, Curing and Joint Placement:
Follow same methods and procedures for EMERYTOP 400 as mentioned in this document for Placement over Hardened Concrete.

6. AVAILABILITY AND COST

Availability

LATICRETE materials are available worldwide.

For Distributor Information, Call:

Toll Free: 1.800.243.4788
Telephone: +1.203.393.0010

For on-line distributor information, visit LATICRETE at **laticrete.com**

Cost

Contact a LATICRETE Distributor in your area.

7. WARRANTY

See 10. FILING SYSTEM:

- LATICRETE Product Warranty

8. MAINTENANCE

The service life of EMERYTOP 400 can be extended by establishing a cleaning routine. EMERYTOP 400 should be routinely washed to remove contaminants using a hose or low pressure spraying system. Brush the surface to clear embedded debris with a push broom. The use of sacrificial rubber bumpers on power equipment is suggested to minimize wear of the EMERYTOP 400. Routinely inspect bumpers and replace when worn. Schedule annual inspections to review and repair worn or damaged areas. Clean and fill construction joints with JOINT TITE 750. Cut out and replace spalled areas with EMERYTOP 400. For general repairs such as curb knockouts use DURACRETE™.

9. TECHNICAL SERVICES

Technical Assistance

Information is available by calling the LATICRETE Technical Service Hotline:

Toll Free: 1.800.243.4788, ext. 1235
Telephone: +1.203.393.0010, ext. 1235
Fax: +1.203.393.1948

Technical and Safety Literature

To acquire technical and safety literature, please visit our website at **laticrete.com.**

10. FILING SYSTEM

Additional product information is available on our website at laticrete.com. The following is a list of related documents:

- Additional product information is available on our website at www.laticrete.com. The following is a list of related documents: DS 230.13: LATICRETE Product Warranty DS 172.9: E-CON™ DS 176.2: EVERBOND™ DS 176.1: EPOBOND™ DS 176.5: JOINT TITE 750 DS 174.4: DURACRETE™

LATICRETE International, Inc.
One LATICRETE Park North, Bethany, CT 06524-3423 USA • 1.800.243.4788 • +1.203.393.0010 • www.laticrete.com
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JOINT TITE 750™

Construction Chemicals

A product brand of LATICRETE International, Inc.

DS-176.5-0417



1. PRODUCT NAME

JOINT TITE 750™

2. MANUFACTURER

LATICRETE International, Inc.
1 LATICRETE Park North
Bethany, CT 06524-3423 USA
Telephone: +1.203.393.0010, ext. 235
Toll Free: 1.800.243.4788, ext. 235
Fax: +1.203.393.1684
Website: www.laticrete.com

3. PRODUCT DESCRIPTION

JOINT TITE 750 is a self-leveling, 100% solids, two component, rapid curing, polyurea control joint and crack filler. JOINT TITE 750 is designed to fill interior random cracks, damaged control joints, saw cut control joints, and construction joints in industrial concrete floors. JOINT TITE 750 is designed specifically for commercial, retail, and manufacturing floor applications which receive high volume vehicle traffic, such as fork lift or hard rubber wheel carts. JOINT TITE 750 is flexible, allowing normal slab movement, yet strong enough to protect the vertical edges of concrete joints from spalling under extreme loading. JOINT TITE 750 can be placed in a wide temperature application range of 20-150°F (-7-66°C).

Use

This product is designed to protect interior horizontal, non-moving control joints and construction joints. Its use prevents deterioration of unfilled joint edges caused by high volume traffic of hard rubber wheeled vehicles. JOINT TITE 750 is recommended for use in industrial facilities, warehouse floors, manufacturing facilities, cold storage and food processing facilities, transportation facilities, wholesale stores, health, educational, convention, recreation and government facilities.

Advantages

- Reduces floor maintenance costs
- Remains flexible, even in frigid temperatures
- Return to Service in 60 Minutes
- Self-leveling
- Low moisture sensitivity

Suitable Substrates

- Concrete Joints

Packaging

The JOINT TITE 750 system consists of two component units packaged as follows: 10 gal (37.9 L) Unit: 5 gal (18.9 L) of "A" side and 5 gal. (18.9 L) of "B" side. Also available in a 20 oz (600 ml) dual cartridges with static mixing nozzle.

Approximate Coverage

	Joint Opening/Width - Inch (mm)					
Joint Depth Inch (mm)	1/8" (3 mm)	1/4" (6.3 mm)	3/8" (9.5 mm)	1/2" (12.7 mm)	3/4" (19 mm)	1" (25.4 mm)
1/2" (12.7 mm)	48 (14.6)	24 (7.3)	16 (4.8)	12 (3.6)	8 (2.4)	6 (1.8)
3/4" (19 mm)	32 (9.7)	16 (4.8)	10.7 (3.2)	8 (2.4)	5.3 (1.6)	4 (1.2)
1" (25.4 mm)	24 (7.3)	12 (3.6)	8 (2.4)	6 (1.8)	4 (1.2)	3 (.9)
1-1/4" (31.7 mm)	19 (5.8)	9.6 (3)	6.4 (2)	4.8 (1.4)	3.2 (.9)	2.4 (.7)
1-1/2" (38 mm)	16 (4.8)	8 (2.4)	5.3 (1.6)	4 (1.2)	2.7 (.8)	2 (.6)
1-3/4" (44.4 mm)	13.7 (4.1 m)	6.9 (2.1 m)	4.6 (1.4 m)	3.4 (1 m)	2.3 (.7 m)	1.7 (.5 m)
2" (50.8 mm)	12 (3.6)	6 (1.8)	4 (1.2)	3 (.9)	2 (.6)	1.5 (.4)
	Linear Feet (Meters) per 600 ml Cartridge					
Note: Does not figure in waste for overfill						

	Joint Opening/Width - Inch (mm)			
Joint Depth Inch (mm)	1/8" (3 mm)	3/16" (6.3 mm)	1/4" (6.3 mm)	3/8" (9.5 mm)
3/4" (19 mm)	200 (60.9)	135 (41.1)	100 (30.5)	70 (21.3)
1" (25.4 mm)	150 (45.7)	100 (30.5)	80 (24.4)	50 (15.2)
1-1/2" (38 mm)	100 (30.5)	70 (21.3)	50 (15.2)	34 (10.4)
2" (50.8 mm)	75 (22.9)	50 (15.2)	40 (12.2)	25 (7.6)
	Linear Feet (Meters) per Gallon			
Note: Does not figure in waste for overfill				

Shelf Life

Keep JOINT TITE 750 containers tightly sealed and stored in a cool, dry place between 60-85°F (15-30°C). Keep away from extreme heat, freezing and moisture. Shelf life of unopened containers is one year when properly stored. Component A is very sensitive to humidity. Use or properly discard unused component A within a short period of time after opening container.

Limitations

- JOINT TITE 750 should not be used to fill or repair moving joints or exterior cracks, damaged control joints or new construction joints if deck or slab movement from thermal cycling is expected.
- Intended for interior use and non-moving joints only
- Per ACI 302 recommendations, defer joint filling as long as possible. Newly poured concrete slabs should cure for a minimum of 90 days to minimize the effects of related shrinkage and hydration on the joint opening.
- Not recommended for installations below 20°F (-7°C), such as operating freezers
- JOINT TITE 750 contains aromatic isocyanates. Exposed surface discoloration of product may be caused by exposure to sunlight or other ultraviolet light sources. However, the durability of the hardened product will remain unaffected.

Cautions

- Consult SDS for more safety information
- Contains isocyanates
- Wear protective gloves, hand creams, goggles and clothing when handling resins
- Prolonged exposure may cause skin irritation, dermatitis or other allergic responses
- Cornea damage can occur from eye contact
- Mix in ventilated area
- Do not inhale fumes
- Keep away from heat or open flame. Do not thin with solvent
- Wear protective particle mask when grinding off overfill

Mock-ups and field test areas are required in order to validate performance and appearance related characteristics (including but not limited to color, inherent surface variations, wear, anti-dusting, abrasion resistance, chemical resistance, stain resistance, coefficient of friction, etc.) to ensure system performance as specified for the intended use, and to determine approval of the decorative flooring system.

4. TECHNICAL DATA

USDA approved for incidental food contact areas.

Physical Properties

Property	Observed
Color	Medium Gray
Shore A Hardness ASTM D 2240	80-85
Tensile Strength ASTM D 412	1500 psi (10.3 MPa)
Adhesion to concrete ASTM D 4541	450 psi (3.1 MPa)
Set time @ 75°F (25°C)	Tack free: 5 min Light Traffic: 45 min Full Traffic: 1 hour
Mix ratio (Part A:Part B)	1:1
Solids Content	100%

Specifications are subject to change without notification. Technical data shown in product data sheets are typical but reflect laboratory test procedures conducted in laboratory conditions. Actual field performance and test results will depend on installation methods and site conditions. Field test results will vary due to critical job site factors. All recommendations, statements and technical data contained in this data sheet are based on tests we believe to be reliable and correct, but accuracy and completeness of said tests are not guaranteed and are not be construed as a warranty or guaranty of any kind. Satisfactory results depend upon many factors beyond the control of LATICRETE International, Inc. User shall rely on their own information and tests to determine suitability of the product for the intended use and user assumes all risk, loss, damage, expense and liability resulting from their direct use, indirect use or consequential to their use of the product. LATICRETE shall not be liable to the buyer or any third party for any injury, loss or damage directly or indirectly resulting from use or inability to use the product.

5. INSTALLATION

New Floor Joint Preparation: New saw cut control joints and construction joints require cleaning before installation of JOINT TITE 750™. Using a dustless grinder with an abrasive or dry diamond blade, "chase" the existing control joint to remove the presence of all concrete laitance that normally builds up on the joint face. Residual dust or debris must be brushed free by using a nylon bristle brush or wire wheel mounted to an angle grinder followed by vacuuming or air blasting. Simply raking or blowing out joints is not an acceptable cleaning method. Protect exposed concrete surfaces from staining caused by product overflow with tape or stain protector.

Interior Random Crack Preparation: The concrete surface must be structurally sound, cleaned and free of all dirt, grease, loose concrete and moisture. Use a grinder with a "U" shaped diamond blade to chase out the random crack. Cracks with extensive edge spalling should be cut back to sound concrete, then chipped to remove remaining concrete. Always prepare the joint to have regular and vertical sides. Crack Depth: Prepared crack depth in random cracks should be minimum of 3/4" (19 mm).

Damaged Joints Preparation: Remove any existing joint material within the joint by first cutting and removing by hand. Using a grinder with an abrasive or dry diamond blade, chase out the joint area. Special care should be taken to remove all foreign material, leaving a clean, dry, and properly prepared concrete surface. Joints with extensive edge spalling should be cut back to sound concrete. Remove residual dust and debris by using a nylon bristle brush or wire wheel mounted to an angle grinder. The repair area must be clean and dry to permit proper bonding.

Joint Depth: Sealant depth in damaged horizontal saw cuts or preformed control joints should be a minimum of 1" (25 mm) depth. Joints exceeding 1" (25 mm) in width should be equal depth to width. Contact L&M if joint edges are spalled to a width of 2" (50 mm) or greater.

Recommended Installation Method: Because of its short work life and quick cure time, JOINT TITE 750 can be installed only through a plural component mechanical pump system. Do not attempt to mix by hand.

Mixing: Precise and accurate mixing of polyurea components is critical to the long-term performance of this product. Prior to dispensing, thoroughly mix the resin "B" side prior to mixing components together to redistribute any settlement that occurred during shipment. Due to the fast setting nature of this product, all mixing is to be done only through a 3/8" (10 mm) wide, 12" (300 mm) minimum length, 40 element static mixing wand fitted onto the plural pump. All necessary mixing is completed as the mixed product exits the terminal end of the mixing wand.

Filling Steps: With constant pressure, deliver JOINT TITE 750™ in one pass into the properly prepared joint or crack, and overfill the joint well slightly by 1/16" (1.5 mm). Excessive overfill will waste product and may cause surface staining. After 45 minutes, trim excess product using an 8" (200 mm) mastic scrapper with a razor blade insert, creating a smooth transition across the joint or random crack.

Machine Dispensing: Use plural component pumps that have been specifically designed for installing JOINT TITE 750 and similar type products. Pumps must be low pressure, 1:1 ratio, duplex pump systems with a delivery capability of 3/4 GPM. Contact LATICRETE L&M Technical Services for specific equipment recommendations.

Clean Up: Cured product may be disposed of without restriction. Excess liquid "A" and "B" material should be mixed together and allowed to cure and solidify, then disposed of in the normal manner. Product containers that are "drip-free" may be disposed of according to local, state and federal laws. Use disposable or plastic tools such as cardboard trowels or plastic buckets whenever possible. It is recommended that metal tools be cleaned within one hour of use by cutting or peeling cured material from tool.

6. AVAILABILITY AND COST

Availability

L&M™ and LATICRETE® materials are available worldwide.

For Distributor Information, Call:

Toll Free: 1.800.243.4788
Telephone: +1.203.393.0010

For on-line distributor information, visit LATICRETE at www.lmcc.com.

Cost

Contact a LATICRETE Distributor in your area.

7. SHORT SPEC

033000 or 033540: Concrete Floor Joints, Interior: All saw cut floor joints and construction joints in the interior concrete floor shall be filled with 100% solids polyurea filler. Shore A shall be 80 or higher. Joint filler shall be installed per ACI 302 and manufacturer' s recommendations. Concrete shall cure a minimum of 60 days before installation. By LATICRETE International.

8. WARRANTY

See 10. FILING SYSTEM:

DS 230.13: LATICRETE Product Warranty
DS 200.03: 3 Year Decorative Finish Warranty

9. TECHNICAL SERVICES

Technical Assistance

Information is available by calling the LATICRETE Technical Service Hotline:

Toll Free: 1.800.243.4788, ext. 235
Telephone: +1.203.393.0010, ext. 235
Fax: +1.203.393.1948

Technical and Safety Literature

To acquire technical and safety literature, please visit our website at www.laticrete.com.

10. FILING SYSTEM

Additional product information is available on our website at www.laticrete.com. The following is a list of related documents:

DS 230.13: LATICRETE Product Warranty
DS 200.03: 3 Year Decorative Finish Warranty

L&M Construction Chemicals
A product brand of LATICRETE International, Inc.
LATICRETE International, Inc. • One LATICRETE Park North, Bethany, CT 06524-3423 USA • 1.800.243.4788 • +1.203.393.0010 • www.laticrete.com
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EVERBOND™

DS-176.2-1214

Construction Chemicals

A product brand of LATICRETE International, Inc.

1. PRODUCT NAME
EVERBOND™

2. MANUFACTURER
LATICRETE International, Inc.
1 LATICRETE Park North
Bethany, CT 06524-3423 USA
Telephone: +1.203.393.0010, ext. 235
Toll Free: 1.800.243.4788, ext. 235
Fax: +1.203.393.1684
Website: www.lmcc.com

3. PRODUCT DESCRIPTION
EVERBOND is a versatile acrylic polymer emulsion that can be used either as a bonding adhesive or as an admixture that enhances portland cement-based mixes, giving these mixes improved flexural, tensile and bond strength. EVERBOND is a milky white, high solids emulsion that will not re-emulsify upon exposure to water, and is non-oxidizing and ultraviolet light stable. EVERBOND, when used as a bonding agent, becomes an integral part of the interface between the cementitious material and the surface to be bonded. EVERBOND creates a strong bond between materials to be bonded.

Uses
EVERBOND permits the improved adhesion of cementitious materials such as concrete toppings, stucco and terrazzo to structurally sound concrete, plaster or masonry.
EVERBOND is used in three simple ways:

As an admixture: EVERBOND can be added to portland cement-based repair mortars to increase their adhesion, freeze-thaw resistance, flexural strength, and durability.

As a bonding agent: When used full strength EVERBOND bonds concrete repairs that are made in sidewalks, driveways, steps, floors, brick pointing and stucco. It will help bond portland cement mortars to brick, concrete block, clay tile, marble and even glass block.

As a bonding slurry: EVERBOND can be added to portland cement to create a very strong and effective bonding slurry for concrete toppings and repair materials.

Advantages
- Improved adhesion between cementitious materials
- Use as bonding adhesive or admixture
- High abrasion resistance
- Rapid drying time

Suitable Substrates
- Existing concrete
- Brick
- Concrete Block
- Clay Tile
- Marble
- Glass Block

Packaging
1 Gal (3.8 L)
5 Gal (18.9 L)
55 Gal (208 L)

Approximate Coverage
Roughened concrete: 200-300 ft^2/gal (4.9-7.4 m^2/L)
Plaster or smooth concrete: 300-400 ft^2/gal (7.4-9.8 m^2/L)

Shelf Life
EVERBOND containers are to be kept tightly sealed and stored in a clean, dry area between 45-100°F (7-38°C). Shelf life is a minimum of one year when stored properly. Do not allow to freeze.

Limitations
- Surfaces to which EVERBOND is applied must be clean and structurally sound
- Do not apply over frozen surfaces, water soluble paints, rust, laitance or peeling paint
- Apply at temperatures of 40°F (4°C) and rising
- Do not use as an admixture with concrete or mortar mixes containing air entraining admixtures
- Do not expose newly placed EVERBOND-modified cement mixes to water immersion for at least 24 hours

- Protect EVERBOND™ film from dirt or other contaminants until topping is placed
- Do not allow film or slurry to dry before placing repair mortar or topping
- Cover with wet burlap in hot weather to protect from rapid drying. Do not cure EVERBOND modified mortars on toppings with solvent based curing compounds

Cautions
- Consult SDS for more safety information
- Protect finished work from traffic until fully cured
- Keep out of reach of children

Mock-ups and field test areas are required in order to validate performance and appearance related characteristics (including but not limited to color, inherent surface variations, wear, anti-dusting, abrasion resistance, chemical resistance, stain resistance, coefficient of friction, etc.) to ensure system performance as specified for the intended use, and to determine approval of the decorative flooring system.

4. TECHNICAL DATA

Applicable Standards and Test Method
ASTM C 1059, Type II
ASTM C 1042, Type II
MIL-B-19235(docks) Bonding Compound
GSA Specification for Bonding Adhesive
Low VOC

Physical Properties

Property	Observed
Tensile Strength ASTM C190	600 psi (4.1 MPa)
Shear Strength ASTM C 1042 Slurry Coat	>1250 psi (8.6 MPa) 2100 psi (14.5 MPa)
Flexural Strength ASTM C 78	725 psi (5 MPa)
Freeze Thaw Scaling ASTM C 672	No scaling
Abrasion resistance	Good resistance
Dry time (2 mil film) 70°F (21°C)	1 hour
VOC	25 g/L

Specifications are subject to change without notification. Technical data shown in product data sheets are typical but reflect laboratory test procedures conducted in laboratory conditions. Actual field performance and test results will depend on installation methods and site conditions. Field test results will vary due to critical job site factors. All recommendations, statements and technical data contained in this data sheet are based on tests we believe to be reliable and correct, but accuracy and completeness of said tests are not guaranteed and are not be construed as a warranty or guaranty of any kind. Satisfactory results depend upon many factors beyond the control of LATICRETE International, Inc. User shall rely on their own information and tests to determine suitability of the product for the intended use and user assumes all risk, loss, damage, expense and liability resulting from their direct use, indirect use or consequential to their use of the product. LATICRETE shall not be liable to the buyer or any third party for any injury, loss or damage directly or indirectly resulting from use or inability to use the product.

5. INSTALLATION

Preparatory Work: All surfaces must be clean, sound and free of all dust, curing compounds, oil, dirt, efflorescence, mildew or loose material. Dull all shiny surfaces mechanically. Thoroughly pre-dampen all concrete surfaces with clean potable water to a saturated, surface dry (SSD) condition to reduce absorption.

Methods of Application: Apply EVERBOND by brush, spray or roller in a thin continuous film. Broom out puddles before installing topping. Do not allow to dry.

Flatwork Repairs: Concrete toppings should be a minimum of 3/4" (19 mm) and are to be butted to a temporary vertical edge. Place EVERBOND and cement bonding slurry first, followed by repair mortar. Place within 20 minutes. Avoid overworking.

EVERBOND™ Reinforced Floor Toppings: A reinforced floor topping is suitable for feather-edge work in light traffic areas. Place bonding slurry first. Do not overmix. Allow topping to cure a minimum of four days before exposing it to heavy wheeled traffic.

6. AVAILABILITY AND COST

Availability
L&M™ and LATICRETE® materials are available worldwide.
For Distributor Information, Call:
Toll Free: 1.800.243.4788
Telephone: +1.203.393.0010
For on-line distributor information, visit LATICRETE at www.lmcc.com.

Cost
Contact a LATICRETE Distributor in your area.

7. WARRANTY

See 10. FILING SYSTEM:
DS 230.13: LATICRETE Product Warranty

9. TECHNICAL SERVICES

Technical Assistance
Information is available by calling the LATICRETE Technical Service Hotline:
Toll Free: 1.800.243.4788, ext. 235
Telephone: +1.203.393.0010, ext. 235
Fax: +1.203.393.1948

Technical and Safety Literature
To acquire technical and safety literature, please visit our website at www.laticrete.com.

10. FILING SYSTEM

Additional product information is available on our website at www.laticrete.com. The following is a list of related documents:
DS 230.13: LATICRETE Product Warranty

L&M Construction Chemicals
A product brand of LATICRETE International, Inc.
One LATICRETE Park North, Bethany, CT 06524-3423 USA ▪ 1.800.243.4788 ▪ +1.203.393.0010 ▪ www.lmcc.com
©2014 LATICRETE International, Inc. All trademarks shown are the intellectual properties of their respective owners.

Product Warranty

DS-230.13-0414

Globally Proven Construction Solutions

LIMITED WARRANTY

Subject to the conditions and limitations stated below, LATICRETE INTERNATIONAL, INC. ("LATICRETE") warrants that its products will be free from manufacturing defects and will not break down or deteriorate under normal usage for a period of one (1) year from the date of purchase when installed in accordance with the written specifications of LATICRETE and industry standard guidelines.

DISCLAIMER

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES BASED ON SAMPLES OR ORAL STATEMENTS, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT. IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

EXCLUSIVE REMEDY

The sole and exclusive remedy for a breach of this limited warranty is replacement of the LATICRETE product that is proven to be defective*. In the event this sole and exclusive remedy fails of its essential purpose, the liability of LATICRETE is limited to the return of the original purchase price.

EXCLUSIONS

LATICRETE is not responsible for workmanship not in accordance with the instructions of LATICRETE and industry standard guidelines. Cracking due to structural movement, excessive deflection or other failure in the substrate is also not covered.

LATICRETE IS NOT LIABLE FOR ANY INCIDENTAL DAMAGES OR CONSEQUENTIAL DAMAGES, INCLUDING LOSSES DUE TO DELAYS, INCURRED BY THE PURCHASER OR ANY OTHER PARTY.

** NOTE: Efflorescence is a normal condition of portland cement mortars and is not a defective condition.*

NO ASSIGNMENT

This limited warranty is not transferable or assignable.

HOW TO MAKE A CLAIM

To make a claim under this limited warranty, you must notify LATICRETE in writing within thirty (30) days of the discovery of the alleged manufacturing defect. At the option of LATICRETE, you may be required, as a condition of this limited warranty, to provide proof of product purchase and use.

Address your claim to:

LATICRETE International, Inc.
1 LATICRETE Park North

Bethany, CT 06524-3423 USA
Attn.: Technical Service Department

TECHNICAL INFORMATION

Technical assistance and information is available by calling the LATICRETE Technical Service Line:

Toll Free: 1.800.243.4788, ext 235
Telephone: +1.203.393.0010, ext 235
Fax: +1.203.393.1948

LATICRETE International, Inc.
One LATICRETE Park North, Bethany, CT 06524-3423 USA • 1.800.243.4788 • +1.203.393.0010 • www.laticrete.com

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2020-575648

Date Filed:
01/09/2020

Date Acknowledged:

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

American Restore, Inc.
Huntington Beach, CA 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 Killeen, 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.

Killeen TX 2020 Floor Proposal
Transfer station floor

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Turner, Sean	Huntington Beach, CA United	X	
Andrews, James	Huntington Beach, CA United	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Susan L. Bill, and my date of birth is 06/10/1957.

My address is 15552 Commerce Lane (street), Huntington Beach (city), CA (state), 92649 (zip code), USA (country).

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

Executed in Orange County, State of California, on the 9 day of January (month), 20 20 (year).

Susan Bill

Signature of authorized agent of contracting business entity
(Declarant)

TRANSFER STATION TIPPING FLOOR RESURFACING

RS-20-005

January 21, 2020

Background

- City of Killeen Transfer Station was opened in 2007
- Transfer Station processes approximately 450 – 500 tons of waste each day
- Specialized surface is required to protect tipping floors from abrasive materials and heavy truck loading
  - Repairs were made to the existing tipping floor surface in 2011 and 2017
- On November 21, 2019, purchasing received two (2) bids for a new tipping floor surface

Bids Received

- MJ Hughes Construction
  - 2” Emorytop 400 with 1-year warranty
  - $1,447,500
- American Restore, Inc.
  - 2” EucoFloor 404 with 5-year warranty
  - $1,582,292



4

Transfer Station Tipping Floor Damage

The left side is the original anvil topped floor which is pitted and worn. The right side is the EmoryTop 400 installed in 2011.





5

Before and After of Tipping Floor using EucoFloor 404

EucoFloor 404 is the industry's most durable floor topping for areas subject to heavy wear, impact, abrasion and chemical attack

Alternatives

- Do nothing and defer maintenance
- Authorize the award to the alternate bidder
- Authorize the award of Bid 20-04, Transfer Station Tipping Floor Resurfacing to American Restore, Inc.

Recommendation

- City staff recommends that the City Council authorize the City Manager or his designee to execute a contract for the Transfer Station Tipping Floor Resurfacing to American Restore, Inc. and to execute any and all changes within the amounts set by State and Local law

City of Killeen

Legislation Details

File #:	OR-20-001	**Version:**	1	**Name:**	Calling the May 2, 2020 General Election
Type:	Ordinance			**Status:**	Ordinances
File created:	1/6/2020			**In control:**	City Council
On agenda:	1/28/2020			**Final action:**	
Title:	Consider an ordinance calling the May 2, 2020 General Election to elect a Mayor and three Council Members-at-Large.				
Sponsors:	City Secretary				
Indexes:					
Code sections:					
Attachments:	Staff Report Ordinance Presentation				

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council Workshop		

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STAFF REPORT

DATE: **January 21, 2020**

TO: **Kent Cagle, City Manager**

FROM: **Traci Briggs, Interim City Attorney**

SUBJECT: **Calling for the May 2, 2020 General Election to Elect a Mayor and Three Council Members-at-Large**

BACKGROUND AND FINDINGS:

The Texas Election Code, Chapter 3, provides for the ordering of an election not later than the 78th day before the election date. In addition to any other elements required, each order must state the date of the election and the offices or measures to be voted on at the election.

The attached ordinance has been prepared calling the election, giving notice of an election for the purpose of electing a Mayor and three Council Members-at-Large and designating the polling places and times.

THE ALTERNATIVES CONSIDERED:

There are no legal alternatives.

Which alternative is recommended? Why?

Staff recommends holding a May 2, 2020 general election for the purpose of electing a Mayor and three Council Members-at-Large.

CONFORMITY TO CITY POLICY:

This ordinance conforms to Article IX of the City Charter authorizing the calling of an election to be held on a uniform election date provided for in the Texas Election Code.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years?

The estimated cost to conduct this election is $75,000. Funds are budged in Account No. 610-1010-416.50-45, Election Expense. If KISD has an election, it will be held jointly with the city and KISD will pay one-half of the total costs of election equipment and personnel.

Is this a one-time or recurring expenditure?

This is an annual expenditure.

Is this expenditure budgeted?

Yes

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this expenditure?

Yes

RECOMMENDATION:

Staff recommends City Council approve the attached ordinance calling for a May 2, 2020 general election to elect a Mayor and three Council Members-at-Large.

DEPARTMENTAL CLEARANCES:

City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE _____

AN ORDINANCE ORDERING THE HOLDING OF AN ELECTION IN THE CITY OF KILLEEN, TEXAS, FOR THE PURPOSE OF ELECTING A MAYOR AND THREE COUNCIL MEMBERS-AT-LARGE; PROVIDING FOR THE FILING OF WRITTEN APPLICATION TO HAVE THE NAMES PRINTED ON THE OFFICIAL BALLOT; FIXING THE TIME WITHIN SUCH APPLICATION MAY BE FILED; SPECIFYING THAT THE PROVISIONS OF THE GENERAL ELECTION LAWS SHALL CONTROL ALL QUESTIONS PERTAINING TO SUCH ELECTION; PRESCRIBING THE CONTENTS OF THE OFFICIAL BALLOT; PROVIDING FOR ELECTION WORKER COMPENSATION; DESIGNATING THE POLLING PLACES, AND PROVIDING FOR POSTING AND PUBLICATION OF NOTICE OF ELECTION AND CONTAINING MISCELLANEOUS PROVISIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

SECTION 1. That, pursuant to the laws of the State of Texas and the Charter of the City of Killeen, it is ordered by the City Council that a general election be held in the City of Killeen, Texas, on May 2, 2020, for the purpose of electing from the City of Killeen a Mayor and three Council Members-at-Large. Any reference in this ordinance hereinafter to "Election Day" shall mean May 2, 2020.

SECTION 2. The manner of holding the election and all questions pertaining to such election shall be governed by the V.T.C.A. Election Code, and the returns shall be made and canvassed and the results declared as in other legal elections of the City of Killeen.

SECTION 3. Any eligible and qualified person may have his or her name printed on the official ballot as an independent candidate for the office of councilmember by filing a written application with the City Secretary beginning January 15th through 5:00 p.m. February 14, 2020. Any person wishing to file a declaration of write-in candidacy must do so not later than 5:00 p.m. on February 18, 2020.

SECTION 4. The names of all those who have filed their written applications to have their names printed on the official ballot as candidates shall be posted by the City Secretary in a conspicuous place at her office for the inspection of the public for at least ten (10) days before she orders the ballot to be printed. The City Secretary shall preserve in her office for a period established by the Texas State Library and Archives Commission and adopted by the City all applications, statements, notice of objections, and other related papers.

SECTION 5. Any person eligible for the office of councilmember or other office who has filed his or her written application in accordance with the provisions of this ordinance shall have his or her name printed on the official ballot. Any such person may cause his or her name to be withdrawn at any time prior to 5:00 p.m. on February 21, 2020, by filing in writing with the City Secretary, a request to that effect over his signature, duly attested to by a Notary Public. No name so withdrawn shall be printed on the ballots. Not later than twenty (20) days before the election, the City Secretary shall have the official ballots printed.

SECTION 6. Each qualified voter who desires to cast an early vote or who expects to be absent on the date of the election shall be entitled to an official ballot and to cast such ballot in accordance with the applicable provisions of Title 7, V.T.C.A., Election Code, beginning April 20, 2020, and continuing through April 28, 2020. The City Secretary will be the early voting clerk, who may appoint by written order one or more temporary deputies to serve as deputy early voting clerks in accordance with the applicable law. Early voting will be held in the first floor lobby of the Killeen City Hall, 101 North College (mailing address: PO Box 1329, Killeen, TX 76540, Attention: Early Voting Clerk), at the Killeen Community Center, 2201 E. Veterans Memorial Boulevard, Killeen, and at the Killeen Lions Park Senior Center, 1700-B E. Stan Schlueter Loop between the hours of 8:00 a.m. and 5:00 p.m. on each day of early voting except Saturdays, Sundays, and official State or City holidays. Provided, however, that on the first and last day of early voting, the hours shall be 7:00 a.m. to 7:00 p.m. For the 2020 election those dates shall be April 20 and April 28. The City Hall location for early voting is also where ballot applications and ballots voted by mail may be sent. Should the Killeen Independent School District also have an election on such date, early voting shall also be at the KISD School Administration Office, 200 North W.S. Young Drive, Killeen, between the hours of 8:00 a.m. and 5:00 p.m. on each day of early voting except Saturdays, Sundays, and official State or City holidays.

SECTION 7. The election shall be held in the hereafter-designated polling places between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election.

PRECINCT # 106
Fire Station #1
3800 Westcliff Road

PRECINCT #109
St. Joseph's Catholic School
2901 East Rancier

PRECINCT #201/204
Fire Station #3
700 Twin Creek Drive

PRECINCT #205
Jackson Professional Learning Center
902 Rev. R. A. Abercrombie Drive

PRECINCT #206/402/409
Killeen Senior Center at Lions Club Park
1700 E. Stan Schlueter Loop

PRECINCT #207
Copper Mountain Library
3000 South W. S. Young Drive

PRECINCT #203/208/210
Cedar Valley Elementary School
4801 Chantz Drive

PRECINCT #404
Fire Station #7
3701 Watercrest Road

PRECINCT #405
Robert M. Shoemaker High School
3302 Clear Creek Road

PRECINCT #406
Central Fire Station
201 S. 28th Street

PRECINCT #401/412/413
Fire Station #9
5400 Bunny Trail

PRECINCT #408
Fire Station #5
905 West Jasper Road

PRECINCT #410
Fire Department Support Facility
114 W. Avenue D

SECTION 8. The City Council shall appoint presiding election judges and alternate presiding judges for the election at the precinct polling places and as the Early Voting Ballot Board to process the early voting results, provided that if neither the presiding judge nor the alternate presiding judge can serve and their inability to serve is discovered so late that it is impracticable to fill the vacancy in the normal manner, the Mayor shall have the authority and is hereby directed to appoint a replacement judge to preside at the election. The presiding election judge for each precinct shall appoint no more than two (2) election clerks in addition to the alternate presiding judge named herein to assist the judge in the conduct of the election. The presiding election judges, alternate presiding judges, and clerks shall be paid $10.00 per hour for serving in such capacities, and the election judges and/or alternate judges shall be paid an additional $25.00 for delivering the returns of such election to the City Secretary for proper tabulation. No presiding election judge, alternate presiding judge, or clerk shall be compensated for a period in excess of the time extending from one hour before the polls open until two hours after the polls close. The Early Voting Ballot Board shall be paid a set rate of $50.00 for serving in such capacity that will include proper tabulation. Provided, however, that should the Early Voting Ballot Board need to reconvene to tabulate provisional ballots, they shall be paid an additional $10.00 per hour for such services.

SECTION 9. The following positions shall be set forth on electronic ballots hereinafter provided, in substantially the following form:

CITY OF KILLEEN GENERAL ELECTION
MAY 2, 2020
OFFICIAL BALLOT

FOR MAYOR

Vote for One
[ ] _____
[ ] _____
[ ] _____

FOR COUNCILMEMBER-AT-LARGE

Vote for One, Two, or Three
[ ] _____
[ ] _____
[ ] _____
[ ] _____

SECTION 10. Digital scan ballots shall be used for early voting by mail, curbside voting, and Election Day. The Model DS200 Digital Image Scanner and ExpressVote BMD (ballot marking device) Terminals shall be used for early voting by personal appearance and on Election Day.

SECTION 11. All resident qualified electors of the City shall be permitted to vote at the election.

SECTION 12. The election materials enumerated in Sec. 272.001, et seq., V.T.C.A. Election Code, shall be printed and furnished in both English and Spanish for use at each polling place on Election Day and for early voting.

SECTION 13. Notice of election shall be given by posting substantial copies of the Notice of Election as prescribed by the Secretary of State's office in both English and Spanish at the Killeen City Hall, the official city website and at three (3) other public places in the City at least thirty (30) days prior to the date set for the election; and substantial copies of the Notice of Election in both English and Spanish shall be one time in a newspaper of general circulation in the City, the date of publication to be not less than fourteen (14) days prior to the date set for the election.

SECTION 14. A traditional polling place set up will be used at the close of the polls on Election Day.

SECTION 15. Returns of election shall be made by the election officers to the City Council at a meeting following the election; the returns will be canvassed and the results of the election declared as prescribed by the Election Code, V.T.C.A., of the State of Texas and the City Charter.

SECTION 16. It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered and acted upon at the meeting, including this Ordinance, was given, all as required by the applicable provisions of the Texas Government Code, Sec. 551.001, *et seq*.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 28th day of January 2020, at which meeting a quorum was present, held in accordance with the provisions of the Texas Government Code, Sec. 551.001, *et seq*.

APPROVED

_____
Jose Segarra, MAYOR

ATTEST:

_____
Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

_____
Traci S. Briggs, INTERIM CITY ATTORNEY

CALLING FOR A MAY 2, 2020 GENERAL ELECTION

OR-20-001

January 21, 2020

Purpose of Election

- Election of a Mayor
- Election of three Councilmembers-at-Large

Application and Voting Dates

- Applications for name placement on ballots:
  - First day – January 15
  - Last day – February 14
- Early voting:
  - April 20 – April 28, 8:00 a.m. to 5:00 p.m.
- Extended hours:
  - April 20 and April 28, 7:00 a.m. to 7:00 p.m.
- Election Day:
  - May 2, 7:00 a.m. to 7:00 p.m.

Polling Locations

- Early Voting:
  - City Hall
  - Killeen Community Center
  - Lions Club Park Senior Center
  - KISD Administration Building

Polling Locations

- Election Day:
  - Precinct 106 – Fire Station #1
  - Precinct 109 – St. Joseph's Catholic Church
  - Precinct 201/204 – Fire Station #3
  - Precinct 410 – Fire Department Support Facility
  - Precinct 205 – Jackson Professional Learning Center
  - Precinct 203/208/210 – Cedar Valley Elementary
  - Precinct 207 – Copper Mountain Library

Polling Locations (Continued)

- Election Day:
  - Precinct 206/402/409 – Lions Park Senior Center
  - Precinct 406 – Central Fire Station
  - Precinct 404 – Fire Station #7
  - Precinct 408 – Fire Station #5
  - Precinct 401/412/413 – Fire Station #9
  - Precinct 405 – Shoemaker High School

Ballot Form

CITY OF KILLEEN, GENERAL ELECTION,
MAY 2, 2020, OFFICIAL BALLOT

FOR MAYOR , DISTRICT 1
Vote for One
[ ] _____
[ ] _____
[ ] _____

FOR COUNCILMEMBER-AT-LARGE
Vote for One, Two, or Three
[ ] _____
[ ] _____
[ ] _____
[ ] _____





8

Voting Equipment

DS200 Precinct Scanner and Tabulator

ExpressVote Ballot-Marking Device (ADA)

Recommendation

Approve an ordinance calling for a May 2, 2020 general election for a mayor and three councilmembers-at-large.

City of Killeen

Legislation Details

File #:	OR-20-002	**Version:**	1	**Name:**	Calling of May 2, 2020 Special Election
Type:	Ordinance			**Status:**	Ordinances
File created:	1/14/2020			**In control:**	City Council
On agenda:	1/28/2020			**Final action:**	
Title:	Consider an ordinance calling the May 2, 2020 Special Election amending the Sales Tax Rate.				
Sponsors:	City Secretary				
Indexes:					
Code sections:					
Attachments:	Staff Report Ordinance Presentation				

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council Workshop		

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STAFF REPORT

DATE: **January 21, 2020**

TO: **Kent Cagle, City Manager**

FROM: **Traci Briggs, Interim City Attorney**

SUBJECT: **Calling for the May 2, 2020 Special Election to Consider Amending 0.5% of the Sales Tax Rate from Property Tax Relief to General Government Purposes**

BACKGROUND AND FINDINGS:

The Texas Election Code, Chapter 3, provides for the ordering of an election not later than the 78th day before the election date.

The Texas Legislature passed Senate Bill 2, also known as the Texas Property Tax Reform and Transparency Act of 2019, during the 2019 legislative session. The primary means that Senate Bill 2 will affect the City is by reducing the tax rate that may be adopted without voter approval (rollback rate), and the requirement to hold a mandatory election if the rollback rate is exceeded. For FY 2020, the City was able to raise up to 8.0 percent more maintenance and operations tax revenue as the year before after taking into account increases in appraisal valuations. This 8.0 percent ceiling will be reduced to 3.5 percent beginning in FY 2021 because of Senate Bill 2.

If the reduction in the tax rate ceiling to 3.5 percent had been in effect in FY 2020, the estimated impact would have been a loss of $1.1 million in property tax revenue. Senate Bill 2 was not designed to reduce year-to-year property tax revenue. The intent of the bill is to reduce the ceiling for year-to-year increases. The estimated loss in revenue is due to a portion of the City's sales tax being dedicated to property tax relief.

Since 1990, the City's local sales tax has been 1.5%, comprised of 1.0% for General Governmental Purposes and 0.5% for Property Tax Relief, referred to as an additional sales and use tax in the Tax Code. The Property Tax Relief portion of the City's local sales tax reduces the rollback rate ceiling by approximately 13 cents. In FY 2020, this 13 cent reduction would have reduced the rollback rate below the City's current tax rate, resulting in an estimated revenue loss of $1.1 million.

Any further loss of revenue will have a significant impact on operations. The City's property tax revenue is already challenged by the disabled veterans' exemption. In FY 2020, property tax revenue loss due to the exemption was $6.3 million. Adjusting for the State's estimated reimbursement of $3.2 million leaves a net loss of $3.1 million or an equivalent of 5 cents on the tax rate. The estimated additional revenue loss from Senate Bill 2 will make it increasingly difficult to maintain the current level of services provided to Killeen's citizens.

The City has the option of holding an election for a combined proposition to change the 0.5% sales tax rate from Property Tax Relief to General Government Purposes. Doing so will result in:

- No change to the current sales tax rate;
- No change to the current property tax rate; and
- No new revenue.

Changing the sales tax rate from Property Tax Relief to General Government Purposes will prevent potential revenue loss estimated to have been $1.1 million if Senate Bill 2 was in effect during FY 2020.

The attached ordinance has been prepared calling the election and giving notice of an election for the purpose of citizen's consideration of amending 0.5% local sales tax option of the sales tax rate from Property Tax Relief to General Government Purposes. The proposed ballot language meets the statutory requirements of the Tax Code.

THE ALTERNATIVES CONSIDERED:

City staff reviewed alternatives with City Council on December 10, 2019. There are three local sales tax options that will not negatively impact current revenues. Those options include 1) General Government Purposes; 2) Crime Control and Prevention District; and 3) Fire Control, Prevention, and EMS District. The alternatives presented to City Council were:

1) Do nothing and absorb the estimated revenue loss into operations;
2) Change 0.5% of the sales tax rate to a Crime Control and Prevention District and/or a Fire Control, Prevention, and EMS District; and
3) Change 0.5% of the sales tax rate to General Government Purposes.

Which alternative is recommended? Why?

Following City Council's motion of direction on December 10, 2019, staff recommends holding a May 2, 2020 special election for the purpose of citizen's consideration of amending 0.5% of the sales tax rate from Property Tax Relief to General Government Purposes.

CONFORMITY TO CITY POLICY:

This ordinance conforms to Article IX of the City Charter authorizing the calling of an election to be held on a uniform election date provided for in the Texas Election Code.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years?

The estimated cost to conduct the general election and this special election is $75,000. Funds are budgeted in account #610-1010-416.50-45, Election Expense. If KISD has an election, it will be held jointly with the city and KISD will pay one-half of the total costs of elections equipment and personnel.

Is this a one-time or recurring expenditure?

Holding an election is an annual expenditure.

Is this expenditure budgeted?

Yes

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this expenditure?

Yes

RECOMMENDATION:

Staff recommends City Council approve the attached ordinance calling for a May 2, 2020 special election to consider Proposition A amending 0.5% of the sales tax rate from Property Tax Relief to General Government Purposes.

DEPARTMENTAL CLEARANCES:

Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE _____

AN ORDINANCE ORDERING THE HOLDING OF A SPECIAL ELECTION IN THE CITY OF KILLEEN, TEXAS, TO CONSIDER A COMBINED PROPOSITION ABOLISHING THE ADDITIONAL SALES AND USE TAX WITHIN THE CITY OF KILLEEN AND ADOPTING A SALES AND USE TAX WITHIN THE CITY OF KILLEEN AT A RATE OF ONE AND ONE-HALF PERCENT; SPECIFYING THAT THE PROVISIONS OF THE ELECTION LAWS SHALL CONTROL ALL QUESTIONS PERTAINING TO SUCH ELECTION; PRESCRIBING THE CONTENTS OF THE OFFICIAL BALLOT; PROVIDING FOR ELECTION WORKER COMPENSATION; DESIGNATING THE POLLING PLACES, AND PROVIDING FOR POSTING AND PUBLICATION OF NOTICE OF ELECTION AND CONTAINING MISCELLANEOUS PROVISIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

SECTION 1. That, pursuant to the laws of the State of Texas and the Charter of the City of Killeen, it is ordered by the City Council that a special election be held in the City of Killeen, Texas, on May 2, 2020, for the purpose of submitting to the qualified voters of the City, to consider amending 0.5% of the sales tax rate from Property Tax Relief, referred to as an additional sale and use tax in the Tax Code, to General Government Purposes. Any reference in this ordinance hereinafter to "Election Day" shall mean May 2, 2020.

SECTION 2. That the vote shall be upon an official ballot prepared in such manner as will permit the voters "FOR" or "AGAINST" the proposition submitted, with the proposition to be set forth on the official ballots in substantially the following form:

Proposition A

The abolition of the additional sales and use tax within the City of Killeen; and a sales and use tax is adopted within the City of Killeen at the rate of one and one-half percent (1.5%). The total sales tax rate will not change.

SECTION 3. The manner of holding the election and all questions pertaining to such election shall be governed by the V.T.C.A. Election Code, and the returns shall be made and canvassed and the results declared as in other legal elections of the City of Killeen.

SECTION 4. Each qualified voter who desires to cast an early vote or who expects to be absent on the date of the election shall be entitled to an official ballot and to cast such ballot in accordance with the applicable provisions of Title 7, V.T.C.A., Election Code, beginning April 20, 2020, and continuing through April 28, 2020. The City Secretary will be the early voting clerk, who may appoint

by written order one or more temporary deputies to serve as deputy early voting clerks in accordance with the applicable law. Early voting will be held in the first floor lobby of the Killeen City Hall, 101 North College (mailing address: PO Box 1329, Killeen, TX 76540, Attention: Early Voting Clerk), at the Killeen Community Center, 2201 E. Veterans Memorial Boulevard, Killeen, and at the Killeen Lions Park Senior Center, 1700-B E. Stan Schlueter Loop between the hours of 8:00 a.m. and 5:00 p.m. on each day of early voting except Saturdays, Sundays, and official State or City holidays. Provided, however, that on the first and last day of early voting, the hours shall be 7:00 a.m. to 7:00 p.m. For the 2020 election those dates shall be April 20th and April 28th. The City Hall location for early voting is also where ballot applications and ballots voted by mail may be sent. Should the Killeen Independent School District also have an election on such date, branch early voting shall also be at the KISD School Administration Office, 200 North W.S. Young Drive, Killeen, between the hours of 8:00 a.m. and 5:00 p.m. on each day of early voting except Saturdays, Sundays, and official State or City holidays.

SECTION 5. The election shall be held in the hereafter-designated polling places between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election.

PRECINCT # 106
Fire Station #1
3800 Westcliff Road

PRECINCT #109
St. Joseph's Catholic Church
2903 East Rancier

PRECINCT #201/204
Fire Station #3
700 Twin Creek Drive

PRECINCT #205
Jackson Professional Learning Center
902 Rev. R. A. Abercrombie Drive

PRECINCT #206/402/409
Killeen Senior Center at Lions Club Park
1700 E. Stan Schlueter Loop

PRECINCT #207
Copper Mountain Library
3000 South W. S. Young Drive

PRECINCT #203/208/210
Cedar Valley Elementary School
4801 Chantz Drive

PRECINCT #404
Fire Station #7
3701 Watercrest Road

PRECINCT #405
Robert M. Shoemaker High School
3302 Clear Creek Road

PRECINCT #406
Central Fire Station
201 S. 28th Street

PRECINCT #401/412/413
Fire Station #9
5400 Bunny Trail

PRECINCT #408
Fire Station #5
905 West Jasper Road

PRECINCT #410
Fire Department Support Facility
114 W. Avenue D

SECTION 6. The City Council shall appoint presiding election judges and alternate presiding judges for the election at the precinct polling places and as the Early Voting Ballot Board to process the early voting results, provided that if neither the presiding judge nor the alternate presiding judge can serve and their inability to serve is discovered so late that it is impracticable to fill the vacancy in the normal manner, the Mayor shall have the authority and is hereby directed to appoint a replacement judge to preside at the election. The presiding election judge for each precinct shall appoint no more than two (2) election clerks in addition to the alternate presiding judge named herein to assist the judge in the conduct of the election. The presiding election judges, alternate presiding judges, and clerks shall be paid $10.00 per hour for serving in such capacities, and the election judges and/or alternate judges shall be paid an additional $25.00 for delivering the returns of such election to the City Secretary for proper tabulation. No presiding election judge, alternate presiding judge, or clerk shall be compensated for a period in excess of the time extending from one hour before the polls open until two hours after the polls close. The Early Voting Ballot Board shall be paid a set rate of $50.00 for serving in such capacity that will include proper tabulation. Provided, however, that should the Early Voting Ballot Board need to reconvene to tabulate provisional ballots, they shall be paid an additional $10.00 per hour for such services.

SECTION 7. Digital scan ballots shall be used for early voting by mail, curbside voting, and Election Day. The Model DS200 Digital Image Scanner and ExpressVote BMD (ballot marking device) Terminals shall be used for early voting by personal appearance and on Election Day.

SECTION 8. All resident qualified electors of the City of Killeen shall be permitted to vote at the election.

SECTION 9. The election materials enumerated in Sec. 272.001, et seq., V.T.C.A. Election Code, shall be printed and furnished in both English and Spanish for use at each polling place on Election Day and for early voting.

SECTION 10. Notice of election shall be given by posting substantial copies of the Notice of Election as prescribed by the Secretary of State's office in both English and Spanish at the Killeen City Hall, the official city website and at three (3) other public places in the City at least thirty (30) days prior to the date set for the election; and substantial copies of the Notice of Election in both English and

Spanish shall be one time in a newspaper of general circulation in the City, the date of publication to be not less than fourteen (14) days prior to the date set for the election.

SECTION 11. Returns of election shall be made by the election officers to the City Council at a meeting following the election; the returns will be canvassed and the results of the election declared as prescribed by the Election Code, V.T.C.A., of the State of Texas and the City Charter.

SECTION 12. It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered and acted upon at the meeting, including this Ordinance, was given, all as required by the applicable provisions of the Texas Government Code, Sec. 551.001, *et seq*.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 28th day of January 2020, at which meeting a quorum was present, held in accordance with the provisions of the Texas Government Code, Sec. 551.001, *et seq*.

APPROVED

_____
Jose Segarra, MAYOR

ATTEST:

_____
Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

_____
Traci S. Briggs, INTERIM CITY ATTORNEY

CALLING FOR A MAY 2, 2020 SPECIAL ELECTION

OR-20-002

January 21, 2020

Purpose of Election

- December 10, 2019 City Council received briefing on impact of Senate Bill 2 and recommendation to address
- Motion of direction made to call an election
- Change 0.5% of the Sales Tax Rate from Property Tax Relief to General Government Purposes

Voting Dates

- Early voting:
  - April 20 – April 28, 8:00 a.m. to 5:00 p.m.
- Extended hours:
  - April 20 and April 28, 7:00 a.m. to 7:00 p.m.
- Election Day:
  - May 2, 7:00 a.m. to 7:00 p.m.

Polling Locations

- Early Voting:
  - City Hall
  - Killeen Community Center
  - Lions Club Park Senior Center
  - KISD Administration Building

Polling Locations

- Election Day:
  - Precinct 106 – Fire Station #1
  - Precinct 109 – St. Joseph's Catholic Church
  - Precinct 201/204 – Fire Station #3
  - Precinct 410 – Fire Department Support Facility
  - Precinct 205 – Jackson Professional Learning Center
  - Precinct 203/208/210 – Cedar Valley Elementary
  - Precinct 207 – Copper Mountain Library

Polling Locations (Continued)

- Election Day:
  - Precinct 206/402/409 – Lions Park Senior Center
  - Precinct 406 – Central Fire Station
  - Precinct 404 – Fire Station #7
  - Precinct 408 – Fire Station #5
  - Precinct 401/412/413 – Fire Station #9
  - Precinct 405 – Shoemaker High School

Ballot Form

CITY OF KILLEEN, SPECIAL ELECTION,
MAY 2, 2020, OFFICIAL BALLOT

Proposition A
The abolition of the additional sales and use tax within the City of Killeen; and a sales and use tax is adopted within the City of Killeen at the rate of one and one-half percent (1.5%). The total sales tax rate will not change.

[ ] For
[ ] Against





8

Voting Equipment

DS200 Precinct Scanner and Tabulator

ExpressVote Ballot-Marking Device (ADA)

Recommendation

Approve an ordinance calling for a May 2, 2020 special election to consider Proposition A amending 0.5% of the sales tax rate from Property Tax Relief to General Government Purposes.

City of Killeen

Legislation Details

File #:	PH-20-002 **Version:** 1	**Name:**	Zoning 19-29
Type:	Ordinance/Public Hearing	**Status:**	Public Hearings
File created:	12/10/2019	**In control:**	City Council
On agenda:	1/28/2020	**Final action:**	
Title:	Consider an ordinance requested by Dusty Inc. c/o Rick Morris (Case #Z19-29) to rezone part of Lot 3, Block 1, Morris Subdivision Phase One, from “B-3” (Local Business District) to “R-2” (Two Family Residential District) for duplex development. The property is addressed as 1011 Anna Lee Drive, Killeen, Texas. (Tabled from January 14, 2020 City Council Meeting)		
Sponsors:	Planning & Development Dept		
Indexes:			
Code sections:			
Attachments:	Staff Report Maps Minutes Ordinance Considerations Responses Presentation		

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council Workshop		
1/14/2020	1	City Council		
1/7/2020	1	City Council Workshop		

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STAFF REPORT

DATE: **January 7, 2020**

TO: **Kent Cagle, City Manager**

FROM: **Tony McIlwain, Int. Exec. Dir. of Planning and Development Services**

SUBJECT: **ZONING CASE #Z19-29: "B-3" (Local Business District) to "R-2" (Two Family Residential District)**

Background and Findings:

This request, submitted by Dusty Inc. c/o Rick Morris, is to rezone part of Lot 3, Block 1, Morris Subdivision Phase One, from "B-3" (Local Business District) to "R-2" (Two Family Residential District). The property is addressed as 1011 Anna Lee Drive, Killeen, Texas.

"R-2" Two Family Residential District Description
A building or premise in a district "R-2" Two-family Residential District shall be used only for the following purposes:

(1) Any use permitted in district "R-1" (Single-family Residential District)
(2) Two-Family dwellings.

Property Specifics:

Applicant / Property Owner: Dusty, Inc.

Property Location: 1011 Anna Lee Drive, Killeen, Texas

Legal Description: Lot 3, Block 1, Morris Subdivision Phase One

Zoning/ Plat Case History:

- The property was rezoned from "R-1" (Single-Family Residential District) to "B-3" (Local Business District) on June 8, 1976, per ordinance #76-28.
- The subject property is part of the Morris Subdivision, which was filed for record on February 3, 1976, in Plat Book 1366, Page 772, Deed Records of Bell County, Texas.

Character of the Area:
Existing Land Use(s) on the Property: The property is currently vacant. The current block is comprised of single family residential development (north and west) and there is a Chevron's service station immediately east of the subject site. The block to the south is zoned "RM-1" (Residential Modular Home Single-Family District), "R-3" (Multifamily Residential District) and "B-3" (Local Business District). The "R-3" and "B-3" parcels are undeveloped.

Historic Properties: None

Community Infrastructure and Environmental Assessment:

Water, Sewer and Drainage Services
Provider: City of Killeen
Within Service Area: Yes

Feasibility Study or Service Commitment: There are 8" water and sewer lines located south of the property, within the Anna Lee Dive right-of-way. This is the closest connection point to city sewer. It will be necessary to extend public utility infrastructure to each lot, prior to the release of the lot(s) for residential construction purposes.

Transportation:
Existing Conditions: The property has approximately 243' of frontage along Anna Lee Drive, which is classified as a local street on the City's adopted Thoroughfare Plan. Anna Lee Drive is 60' wide.

Proposed Improvements: Development of this property will require discrete driveway curb cuts onto Anna Lee Drive.

Projected Traffic Generation: The property is expected to develop as four lots containing eight (8) duplex units. The project is expected to yield approximately 76 total daily trips, with 6 A.M. peak hour trips and 8 P.M. peak hour [note-this data is sourced from the Institute of Transportation Engineer (ITE) Trip Generation Rates-10th Edition, provided through Spack Consulting].

Environmental Assessment:
The property does not lie within a FEMA regulatory Special Flood Hazard Area (SFHA). At the time of development the current Drainage Design Manual (DDM) and Infrastructure Design and Development Standards Manual (IDDSM) will be applicable to this site. The property owner and his agents are cautioned that unknown or unforeseen site conditions may require remedial action to provide safe and adequate water, sewer, or drainage service to the property. Further, City of Killeen development regulations require that capacity analyses related to development of the property are the sole responsibility of the owner. The owner or his agents, acting as the permit applicant for the subject property, shall coordinate tie-in to all publicly dedicated infrastructures with the Public Works Department.

Land Use Analysis:
Future Land Use Map: This area is designated as 'General Residential' ('GR') on the Future Land Use Map (FLUM) of the Comprehensive Plan.

Comprehensive Plan Recommendation: The 'General Residential' ('GR') designation encourages the following development types:

- Detached residential dwellings the primary focus
- Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes)
- Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards

- Public/institutional
- Parks and public spaces

'General Residential' ('GR') characteristics:

- Encompasses most existing residential areas within Killeen (and the 6,000 square foot minimum lot size in the predominant R-1 zoning district results in less open space and separation between dwellings compared to Suburban residential areas).
- Auto-oriented character (especially where driveways and front-loading garages dominate the front yard and building facades of homes), which can be offset by "anti-monotony" architectural standards, landscaping, and limitations on "cookie cutter" subdivision layouts characterized by straight streets and uniform lot sizes and arrangement.
- Neighborhood-scale commercial uses are expected to emerge over time and should be encouraged on sites and in locations within (or near the edge of) GR areas that are best suited to accommodate such uses while ensuring compatibility with nearby residential uses.

Consistency: The applicant's zoning request is consistent with the Comprehensive Plan's FLUM.

Fort Hood Joint Land Use Study (JLUS) Analysis

JLUS Plan: The property is not located in an "Encroachment Awareness Area" as identified within the JLUS.

Section 4.3 of the JLUS describes an "Encroachment Awareness Area" as intending "to serve the purpose of establishing the *current* area in which the partners in this study should maintain heightened vigilance with regard to potentially incompatible civilian land uses encroaching into critical areas that may experience the effects of military training, such as high noise levels."

Public Notification:

Staff notified fifty-seven (57) surrounding property owners that own land within 400' of the subject site regarding this request. As of the date of this staff report, four responses have been received in regard to this submission. Three responses were received in support of this proposal from Mr. Jim Wright, the owner of 2908 Graystone Drive and 1002 Edgefield Street, and from Robert and Bonnie Herrings of 1104 Anna Lee Drive. One response was received in opposition of the proposed change by Mr. Joshua Hurst of 1014 Edgefield Street, with no specific reason for opposition mentioned. During the course of the Planning and Zoning Commission meeting, Mr. Charles McVey and Mr. Moshe Schrauth, both of 2906 Lawndale Street, spoke in opposition of the zoning proposal. Both gentlemen cited a rise in crime and property values potentially decreasing as their primary points in opposition.

THE ALTERNATIVES CONSIDERED:

The City Council may:

- Recommend disapproval of the applicant's "R-2" zoning request;
- Recommend approval of a more restrictive zoning district than requested by the applicant; or
- Recommend approval of the applicant's "R-2" zoning request.

Which alternative is recommended? Staff is recommending approval of the applicant's "R-2" zoning request.

Why? The applicant's "R-2" zoning request is consistent with the Comprehensive Plan's FLUM and is more restrictive than the observed "R-3" and "B-3" zoning within the surrounding neighborhood. The duplex development is a compatible land use type to buffer the existing single-family homes located west of the Chevron service station.

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years?

This zoning request does not involve the expenditure of city funds; however, subsequent development and dedication of public infrastructure will involve the expenditure of maintenance funds over the life cycle of future development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

Is there a sufficient amount in the budgeted line-item for this expenditure?

This is not applicable.

RECOMMENDATION;

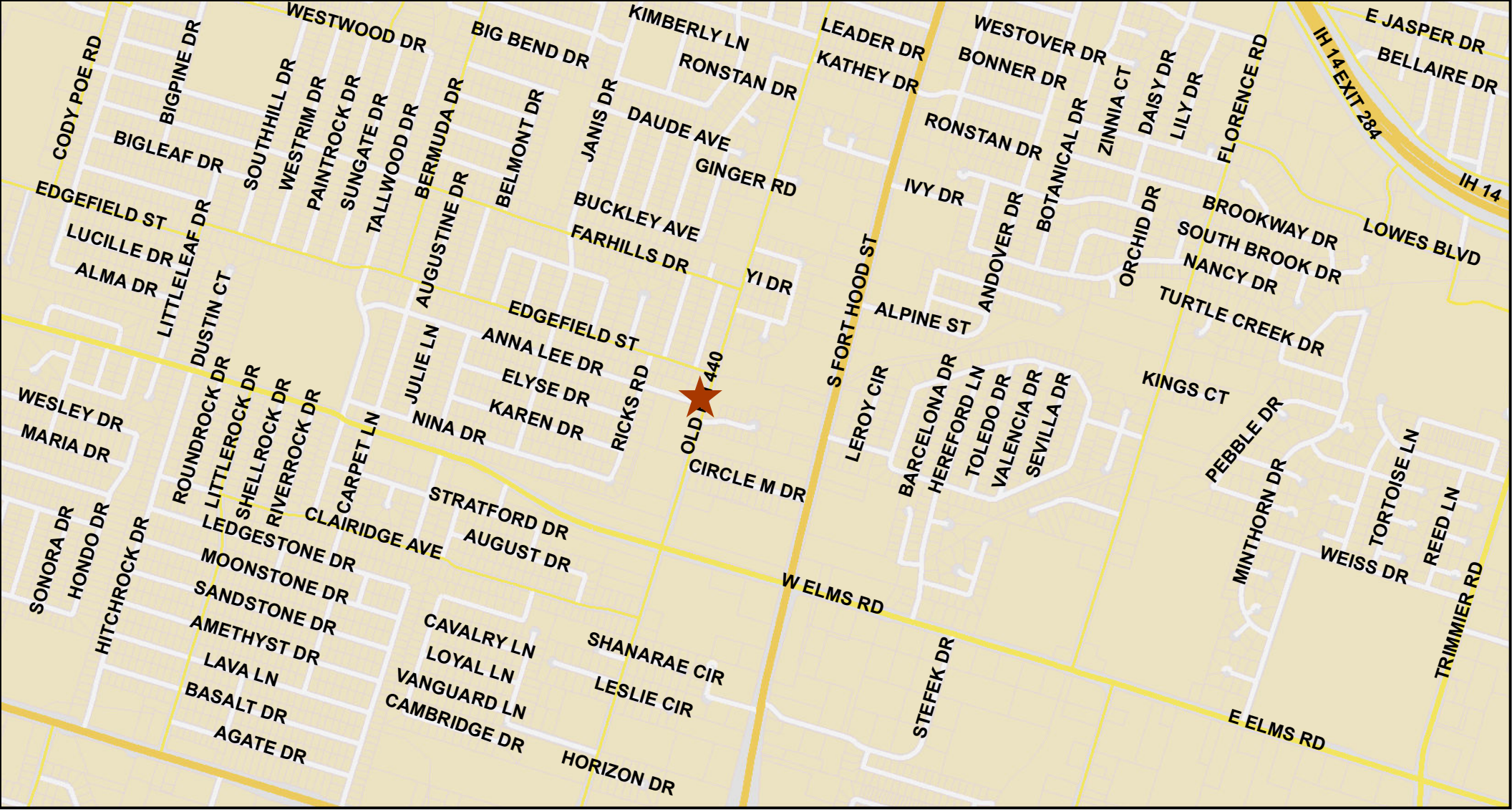
The Planning and Zoning Commission recommended approval of the applicant's zoning request by a vote of 5 to 0.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Maps
Ordinance
Considerations
Responses



Zoning Location Map

Case: Z2019-29

Council District: 4

FROM: B-3 TO R-2

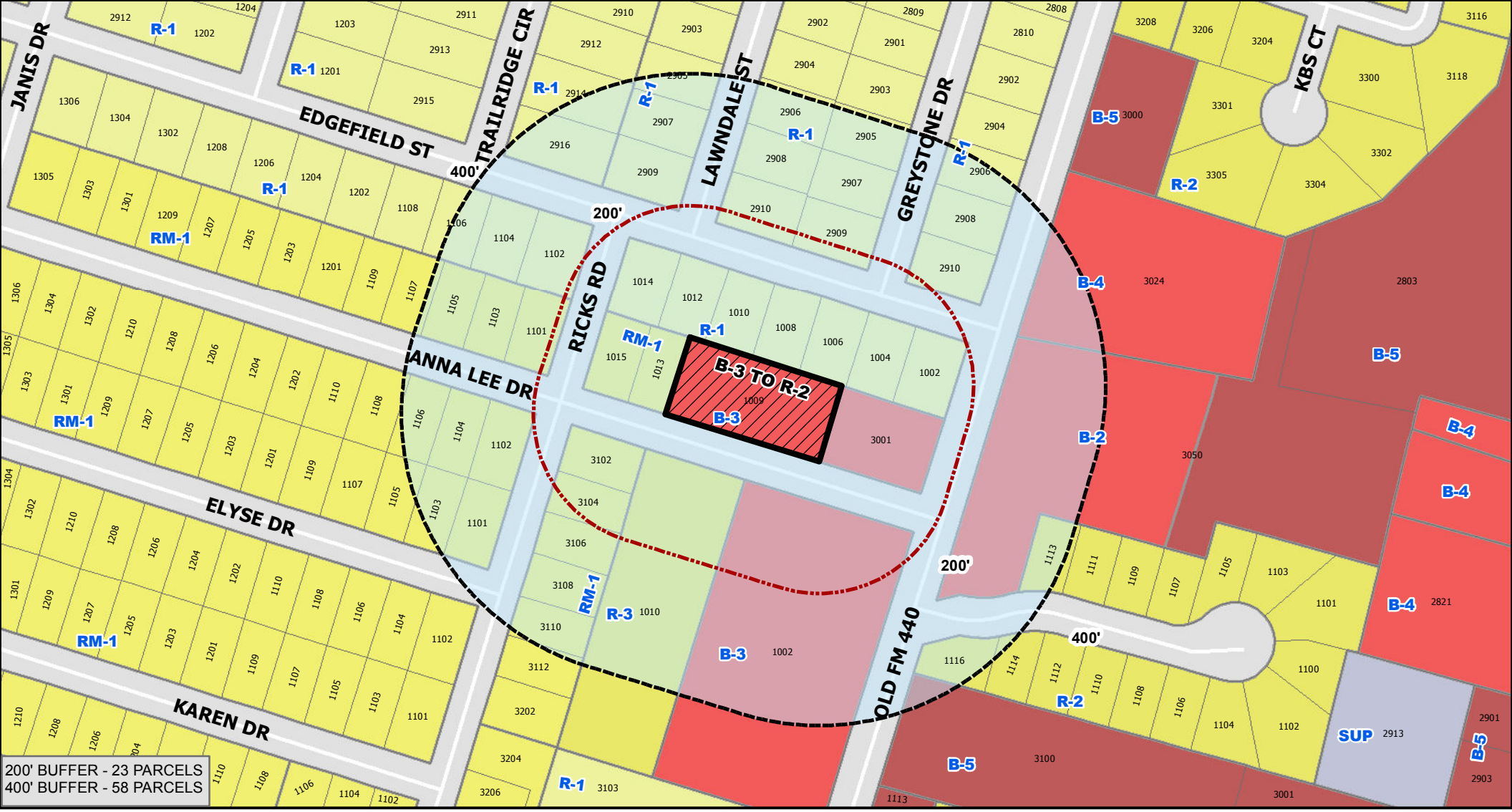
1 inch = 1,250 feet

Subject Property Legal Description: MORRIS SUBDIVISION PHASE ONE, BLOCK 001, LOT 0003

LOCATION MAP

Zoning Case Location

N
W E
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Zoning Notification Plan

Case: Z2019-29

Council District: 4

FROM: B-3 TO R-2

1 inch = 208 feet

Subject Property Legal Description: MORRIS SUBDIVISION PHASE ONE, BLOCK 001, LOT 0003

ZONING CHANGE MAP

Legend

- ZONING CASE LOCATION
- Z19_29_200
- NOTIFICATION AREA

N W E S

MINUTES
PLANNING AND ZONING COMMISSION MEETING
DECEMBER 16, 2019

CASE #Z19-29
"B-3" to "R-2"

HOLD a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Dusty Inc., C/O Rick Morris **(Case #Z19-29)** to rezone part of Lot 3, Block 1, Morris Subdivision Phase One, from "B-3" (Local Business District) to "R-2" (Two-family Residential District). The property is addressed as 1011 Anna Lee Drive, Killeen, Texas.

Vice Chairman Latham requested staff comments.

Jerry Millard, Senior Planner stated that this request was submitted by Mitchell & Associates, Inc. on behalf of Dusty Inc. c/o Rick Morris. The applicant is requesting to rezone 1011 Anna Lee from "B-3" (Local Business District) to "R-2" (Two Family Residential District) and the intent is duplex development.

Staff notified fifty-seven (57) surrounding property owners that own land within 400' of the subject site regarding this request. Three responses have been received in support of the request. Staff recommended approval of the applicant's "R-2" (Two Family Residential District) zoning request.

Mr. Ace Reneau, 102 N. College Street, Killeen, Texas, was present to represent this request.

Vice Chairman Latham opened the public hearing.

Mr. Charles McVey and Mr. Moshe Schrauth of 2906 Lawndale Street, Killeen, Texas, were present to speak against the request. Some of their concerns were the increase in crime and decrease in property value.

With no one else requesting to speak, the public hearing was closed.

Commissioner Holly motioned to recommend approval of the request. Commissioner Alvarez seconded, and the motion passed by a vote of 5 to 0.

Vice Chairman Latham stated that the request will be forwarded to City Council with a recommendation for approval.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF PART OF LOT 3, BLOCK 1, MORRIS SUBDIVISION PHASE ONE, FROM "B-3" (LOCAL BUSINESS DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dusty Inc. c/o Rick Morris has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of part of Lot 3, Block 1, Morris Subdivision Phase One, from "B-3" (Local Business District) to "R-2" (Two-Family Residential District), for the property addressed as 1011 Anna Lee Drive, Killeen, Texas, said request having been duly recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 16th day of December 2019, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 14th day of January 2020, at the Killeen City Hall, Killeen, Texas;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

SECTION I. That the zoning classification of part of Lot 3, Block 1, Morris Subdivision Phase One, be changed from "B-3" (Local Business District) to "R-2" (Two-

Family Residential District), for the property addressed as 1011 Anna Lee Drive, Killeen, Texas.

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 14th day of January 2020, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:

_____
Jose L. Segarra, MAYOR

ATTEST:

_____
Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

_____
Traci Briggs, Interim City Attorney
Case #19-29
Ord. #19-___

CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2nd 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

B. Conditional Use Permit (if applicable)

Whether the use in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

C. Conditions to Consider

1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.

----------CUT HERE----------

YOUR NAME: Jim Wright PHONE NUMBER: 526-5111

CURRENT ADDRESS:

ADDRESS OF PROPERTY OWNED: 2908 Graystone

COMMENTS: No Objections!

RECEIVED
DEC 11 2019
PLANNING

SIGNATURE: REQUEST: "B-3" to "R-2" SPO #Z19-29/ 02

----------CUT HERE----------

YOUR NAME: Jim Wright PHONE NUMBER: 526-5111

CURRENT ADDRESS:

ADDRESS OF PROPERTY OWNED: 1002 Edgefield

COMMENTS: No Objections!

RECEIVED
DEC 11 2019
PLANNING

SIGNATURE: REQUEST: "B-3" to "R-2" SPO #Z19-29/ 26

YOUR NAME: Bonnie & Robert Hessing PHONE NUMBER: 254-290-1024

CURRENT ADDRESS: 2408 Freedom Lane, Copperas Cove, TX 76522

ADDRESS OF PROPERTY OWNED: 1104 ANNA LEE, Killeen TX 76542

COMMENTS: We have no problem with this request

RECEIVED
DEC 16 2019
PLANNING

SIGNATURE: REQUEST: "B-3" to "R-2" SPO #Z19-29/ 47

----------CUT HERE----------

YOUR NAME: HURST Joshua	**PHONE NUMBER:** 270 605-9223
CURRENT ADDRESS: 238 Azalea Dr Oak Grove Ky 42262	
ADDRESS OF PROPERTY OWNED: 1014 Edgefield St Killeen Tx 76549	
COMMENTS:	
I do not wish to have duplexes on my block.	
This letter was received by me on 12-12-19	
SIGNATURE:	**REQUEST: "B-3" to "R-2"** **SPO #Z19-29/** 08

RECEIVED
DEC 17 2019
PLANNING

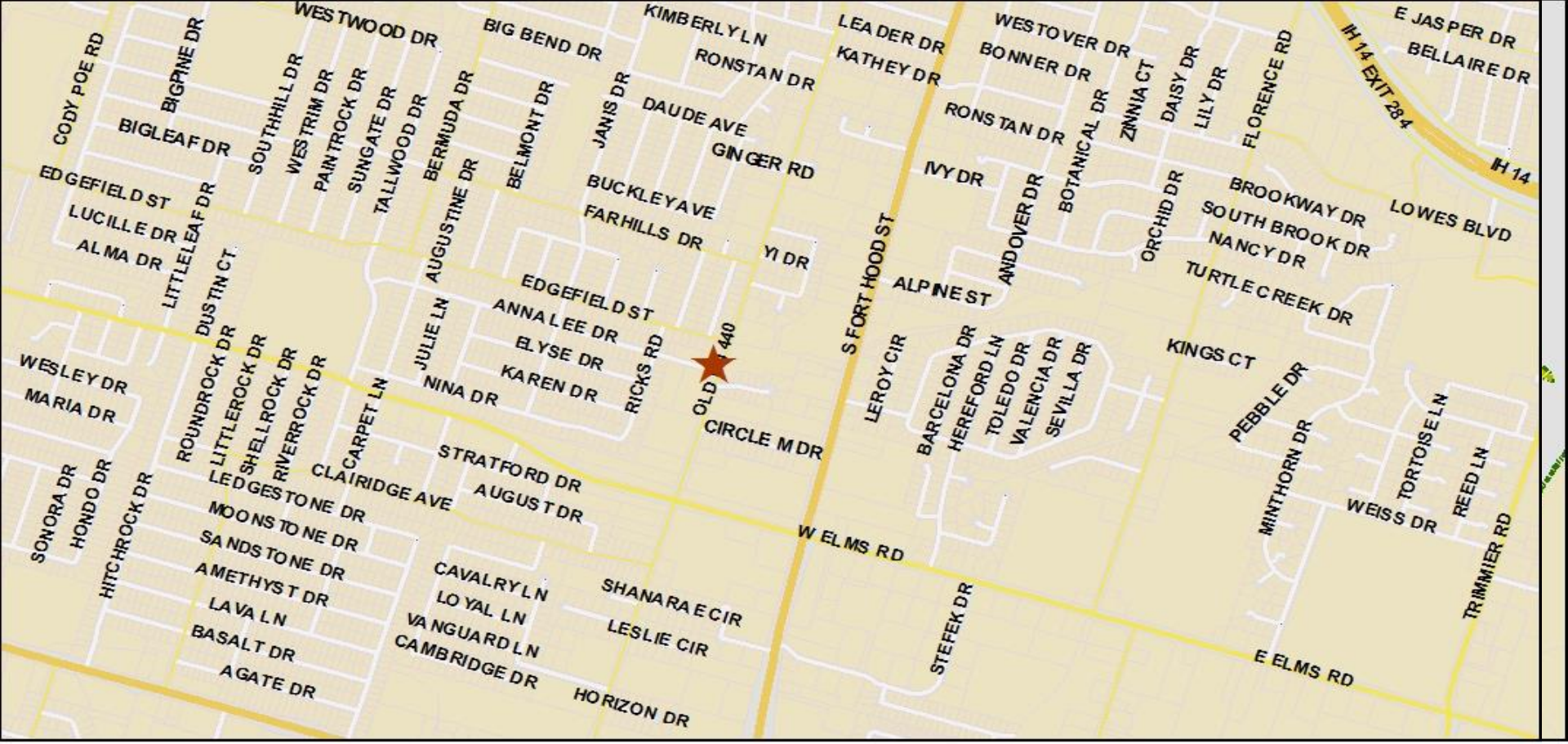
ZONING CASE #Z19-29: “B-3” TO “R-2”

PH-20-002

January 7, 2019

Case #Z19-29: “B-3” to “R-2”

- Dusty Inc. c/o Rick Morris submits this request (**Case #Z19-25**), to rezone part of Lot 3, Block 1, Morris Subdivision Phase One, from “B-3” (Local Business District) to “R-2” (Two Family Residential District).
- The property is locally addressed as 1011 Anna Lee Drive, Killeen, Texas.



Zoning Location Map
Case: Z2019-29
Council District: 4
FROM: B-3 TO R-2
1 inch = 1,250 feet
Subject Property Legal Description: MORRIS SUBDIVISION PHASE ONE, BLOCK 001, LOT 0003

LOCATION MAP

★ **Zoning Case Location**

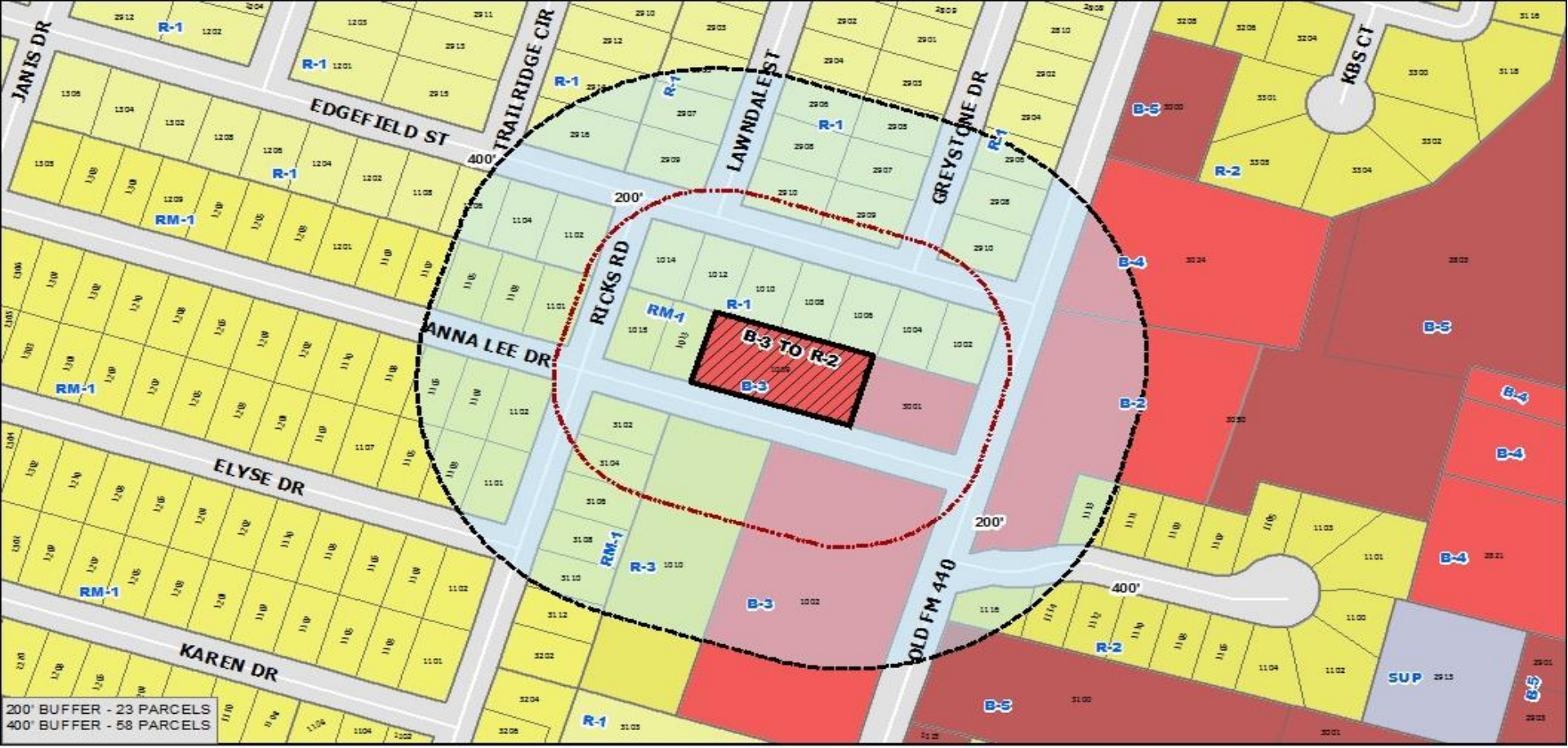
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S

Case #Z19-29: “B-3” to “R-2”

- The property is designated as ‘General Residential’ (‘GR’) on the City’s Future Land Use Map (FLUM).
- The ‘General Residential’ (‘GR’) designation encourages a mix of single-family types, attached housing types, planned developments, public and institutional uses, parks and public spaces.
- The applicant’s request is consistent with the FLUM.

Case #Z19-29: “B-3” to “R-2”

- Staff notified fifty-seven (57) surrounding property owners within 400’ of the subject site regarding this request.
- Staff received three responses in support. Two individuals spoke in opposition to the applicant’s zoning request during the Planning & Zoning Commission meeting.



Zoning Notification Plan
Case: Z2019-29
Council District: 4
FROM: B-3 TO R-2
1 inch = 208 feet
Subject Property Legal Description: MORRIS SUBDIVISION PHASE ONE, BLOCK 001, LOT 0003

ZONING CHANGE MAP

Legend
- ZONING CASE LOCATION
- Z19_29_200
- NOTIFICATION AREA

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Alternatives

- The City Council has three (3) alternatives. The City Council may:
  - Disapprove the applicant's zoning request;
  - Approve a more restrictive zoning designation; or
  - Approve the applicant's zoning request.

Recommendations

- Staff recommends that the City Council approve the applicant's "R-2" zoning request.
- The Planning and Zoning Commission recommended approval of the applicant's "R-2" zoning request by a vote of 5 to 0.

City of Killeen

Legislation Details

File #:	PH-20-003 **Version:** 1	**Name:**	FLUM 19-13
Type:	Ordinance/Public Hearing	**Status:**	Public Hearings
File created:	1/6/2020	**In control:**	City Council
On agenda:	1/28/2020	**Final action:**	
Title:	HOLD a public hearing and consider an ordinance requested by William Jones on behalf of Kyoung Enterprises, Inc. (Case #FLUM 19-13) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' designation to a 'General Residential' designation for approximately 2.104 acres, being part of Lot 1, Block 1, Kyoung Commercial Addition. The property is addressed as 3804 W. Stan Schlueter Loop, Killeen, Texas.		
Sponsors:	Planning & Development Dept		
Indexes:			
Code sections:			
Attachments:	Staff Report Location map Current/Proposed FLUM Minutes Ordinance Considerations Presentation		

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council Workshop		

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STAFF REPORT

DATE: **January 21, 2020**

TO: **Kent Cagle, City Manager**

FROM: **Tony McIlwain, Int. Exec. Dir. of Planning and Development Services**

SUBJECT: **Comprehensive Plan Future Land Use Map (FLUM) Amendment: 'General Commercial' ('GC') to 'General Residential' ('GR')**

Background and Findings:

This request has been submitted by William Jones on behalf of Kyoung Enterprises, Inc., to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' designation to a 'General Residential' designation for approximately 2.104 acres of Lot 1, Block 1, Kyoung Commercial Addition. The property is addressed as 3804 W. Stan Schlueter Loop, Killeen, Texas.

Land Use Plan: The property is designated as 'General Commercial' ('GC') on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'General Commercial' (GC) designation encourages the following development types:

- Wide range of commercial retail and service uses at varying scales and intensities
- Office (both large and/or multi-story buildings and small-scale office uses)
- Public/ institutional
- Parks and public spaces

If approved, the 'General Residential' ('GR') designation encourages the following development types:

- Detached residential dwellings the primary focus
- Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes)
- Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards
- Public/institutional
- Parks and public spaces

'General Residential' ('GR') characteristics:

- Encompasses most existing residential areas within Killeen (and the 6,000 square foot minimum lot size in the predominant R-1 zoning district results in less openness and separation between dwellings compared to Suburban residential areas).

- Auto-oriented character (especially where driveways and front-loading garages dominate the front yard and building facades of homes), which can be offset by "anti-monotony" architectural standards, landscaping, and limitations on "cookie cutter" subdivision layouts characterized by straight streets and uniform lot sizes and arrangement.
- Neighborhood-scale commercial uses are expected to emerge over time and should be encouraged on sites and in locations within (or near the edge of) GR areas that are best suited to accommodate such uses while ensuring compatibility with nearby residential uses.

THE ALTERNATIVES CONSIDERED:

The City Council may:
- approve of the applicant's FLUM amendment request; or
- disapprove of the applicant's FLUM amendment request.

Which alternative is recommended?

Staff recommends that the City Council disapprove the applicant's FLUM amendment request.

Why?

Staff's recommendation is based on the following determinations:

- **Scope of Amendment:** Is the proposed map change limited to one or a few parcels, or would it affect a much larger area? ***The amendment request would affect approximately 2.104 acres, and is considered a small-scale amendment.***

- **Change in Circumstances:** What specific conditions (e.g., population size and/or characteristics, area character and building form, property/structure conditions, infrastructure or public services, market factors including need for more land in a particular designation, etc.) have changed sufficiently to render the current map designation(s) inappropriate or out-of-date*?* ***Staff is not aware of any specific conditions that render the current map inappropriate or out-of-date. The 'General Commercial' ('GC') designation is appropriate for this tract and the immediate abutting properties that are also designated as 'GC'.***

- **Consistency with Other Plans:** In addition to the Comprehensive Plan, is the proposed map change consistent with the intent and policy direction of any applicable small area plans, utility or drainage plans, or other City plans? ***The proposed map change is not inconsistent with other City planning efforts (Water and Wastewater Master Plan, Thoroughfare Plan, Parks Master Plan).***

- **Adequate Information:** Do City staff, the Planning and Zoning Commission, and/or City Council have enough and appropriate information to move ahead with a decision (e.g., utility capacity, potential traffic impacts, other public service implications, resident/stakeholder concerns and input)? ***Staff has sufficient information regarding existing utility capacity and roadway level of service for this area.***

- **Stakeholder Input:** What points, concerns, and insights have been raised by area residents, property owners, business owners, or others? ***None.***

CONFORMITY TO CITY POLICY:

This FLUM amendment request conforms to the City's policy as detailed in the Comprehensive Plan.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year?

This is not applicable at this time.

For future years?

The proposed FLUM amendment does not involve the expenditure of city funds; however, subsequent development and dedication of public infrastructure will involve the expenditure of maintenance funds over the life cycle of future development.

Is this a one-time or recurring expenditure?

This is not applicable at this time.

Is this expenditure budgeted?

This is not applicable at this time.

If not, where will the money come from?

This is not applicable at this time.

Is there a sufficient amount in the budgeted line-item for this expenditure?

This is not applicable at this time.

RECOMMENDATION:

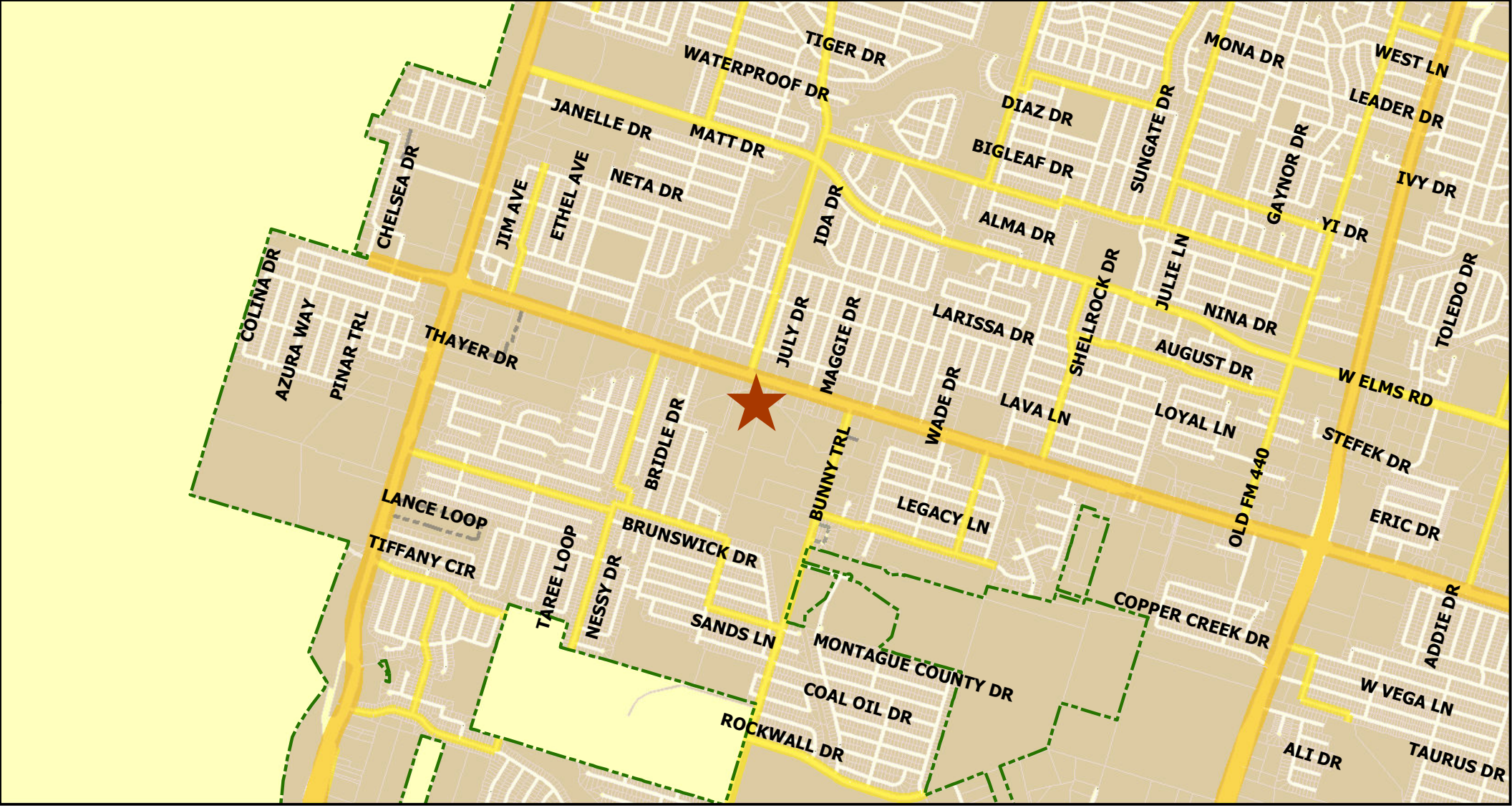
The Planning and Zoning Commission recommended disapproval of the applicant's request by a vote of 4 to 1 with Commissioner Gukeisen in opposition to the motion.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Legal Department.

ATTACHED SUPPORTING DOCUMENTS:

Location map
Current / Proposed FLUM
Minutes
Ordinance
Considerations



FLUM LOCATION MAP

Case: FLUM AMENDMENT 2019-13

Council District: 4

GENERAL COMMERCIAL TO GENERAL RESIDENTIAL

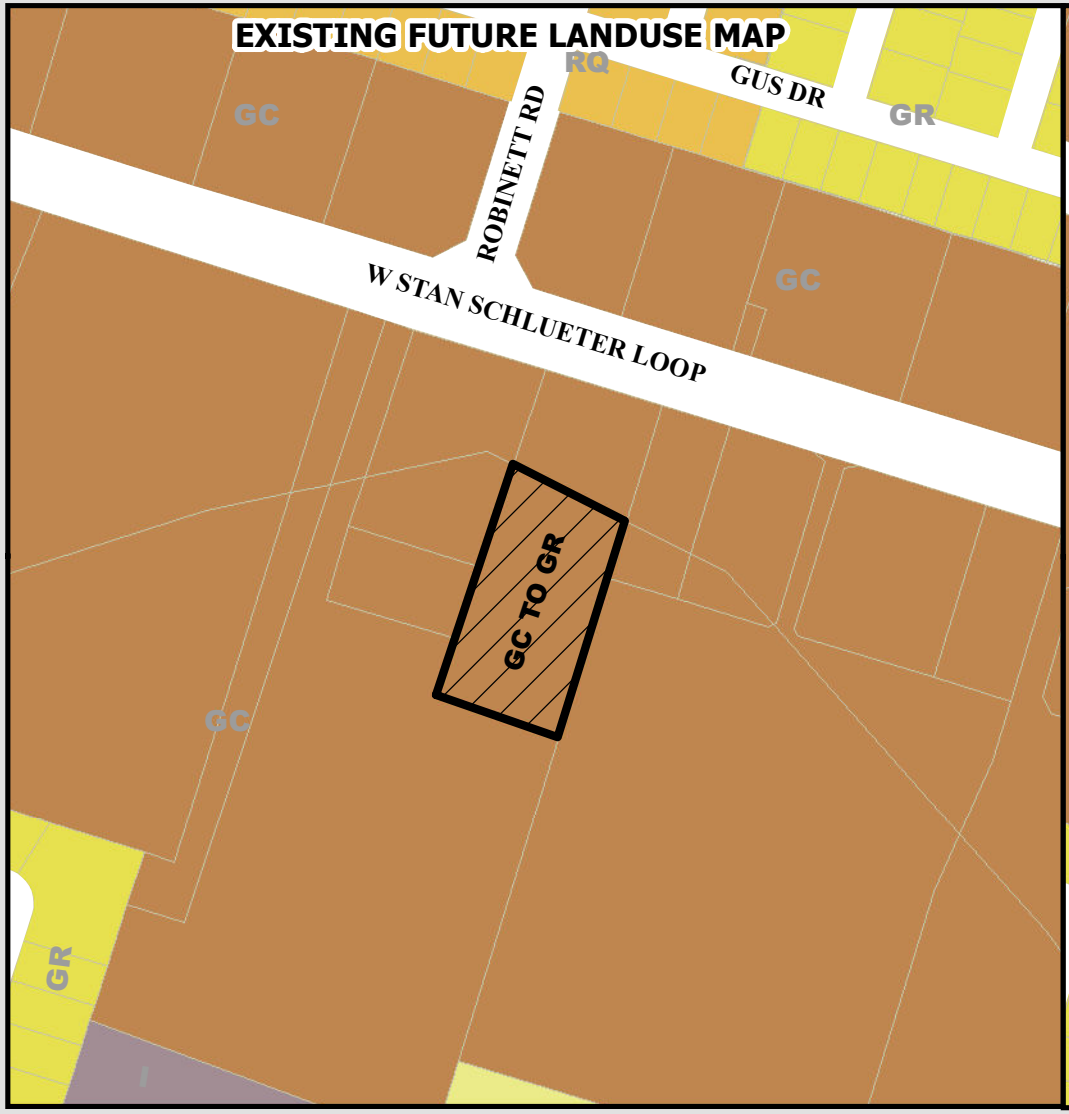
Subject Property Legal Description: KYOUNG COMMERCIAL ADDITION, BLOCK 001, LOT PT 1, (1, LESS N PT), 2.104AC

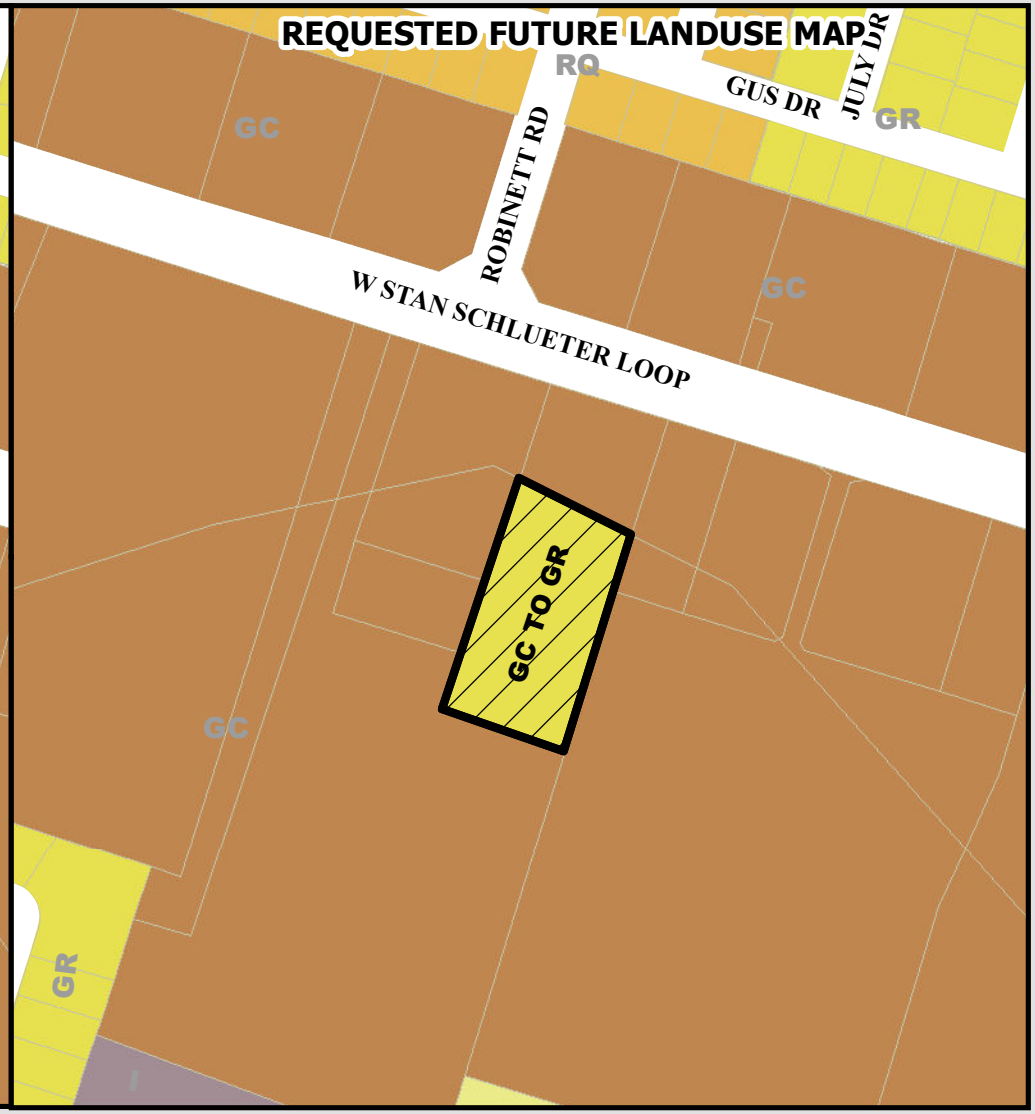
FUTURE LANDUSE LOCATION MAP

FLUM LOCATION

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1 inch = 2,500 feet





FLUM Notification Plan

Case: FLUM AMENDMENT 2019-13

Council District: 4

FROM: GC TO GR

1 inch = 333 feet

Subject Property Legal Description: KYOUNG COMMERCIAL ADDITION, BLOCK 001, LOT PT 1, (1, LESS N PT), 2.104AC

N W E S

Legend

- Killeen City Limits
- Bell County Area

Existing Future Land Use Legend

- FLUM Case Location
- Industrial (I)
- Four-Plex Residential (RQ)
- General Residential (GR)
- General Commercial (GC)
- Suburban Residential (SR)

Date: 12/10/2019

MINUTES
PLANNING AND ZONING COMMISSION MEETING
JANUARY 6, 2020

FLUM #19-13
'GC' to 'GR'

HOLD a public hearing and consider a request submitted by William Jones on behalf of Kyoung Enterprises, Inc., **(Case #FLUM 19-13)** to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' designation to a 'General Residential' designation for approximately 2.104 acres, being part of Lot 1, Block 1, Kyoung Commercial Addition. The property is addressed as 3804 W. Stan Schlueter Loop, Killeen, Texas.

Vice Chairman Latham requested staff comments.

Jerry Millard, Senior Planner, stated that Mr. Jones is a requesting to change the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' designation to a 'General Residential' designation for approximately 2.104 acres. The property is addressed as 3804 W. Stan Schlueter Loop, Killeen, Texas.

Mr. Millard stated that staff recommended disapproval of the applicant's request. Staff is of the determination that this tract is appropriately designated as 'General Commercial' ('GC') and this request would result in a residential encroachment within the 'GC' area.

Mr. William Jones, 1239 CR 4818, Kempner, Texas, was present to represent the request. Mr. Jones stated that currently there is only one RV Park and there is a need for another RV park.

Commissioner Alvarez had concerns with the air quality in the area due to the proximity of the concrete mixing plant.

Vice Chairman Latham opened the public hearing. With no one requesting to speak, the public hearing was closed.

Commissioner Holly motioned to recommend disapproval of the FLUM amendment. The motion failed with the lack of second motion.

Commissioner Gukeisen motioned to recommend approval of the FLUM amendment. The motion failed with the lack of second motion.

Commissioner Ploeckelmann motioned to recommend disapproval of the FLUM amendment. Commissioner Holly seconded, and the motion passed by a vote of 4 to 1. Commissioner Gukeisen voted in opposition.

Vice Chairman Latham stated that the FLUM amendment will be forwarded to City Council with a recommendation for disapproval.

ORDINANCE_____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP FROM A 'GENERAL COMMERCIAL' DESIGNATION TO A 'GENERAL RESIDENTIAL' DESIGNATION FOR APPROXIMATELY 2.104 ACRES, BEING PART OF LOT 1, BLOCK 1, KYOUNG COMMERCIAL ADDITION, KILLEEN, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen finds that Chapter 213.003 of the Local Government Code enables municipalities to adopt and amend comprehensive plans in the interest of coordinating long-range development of the municipality.

WHEREAS, the Planning and Zoning Commission has received a request from William Jones for a revision to the Future Land Use Map (FLUM) of the Comprehensive Plan, to change a 'General Commercial' designation for approximately 2.104 acres, being part of Lot 1, Block 1, Kyoung Commercial Addition, Killeen, Texas, said revision having been duly presented and recommended for disapproval of 'General Residential' by the Planning and Zoning Commission of the City of Killeen on the 6th day of January 2020, and due notice of the filing of said revision and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 28th day of January 2020, at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the opinion that the amendment should be approved;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS:

SECTION I: That the future land use designation of approximately 2.104 acres, being part of Lot 1, Block 1, Kyoung Commercial Addition, Killeen, Texas, be amended from 'General Commercial' to 'General Residential'.

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 28th day of January 2020, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:

_____
Jose L. Segarra
MAYOR

ATTEST:

_____
Lucy C. Aldrich
CITY SECRETARY

APPROVED AS TO FORM

_____
Traci S. Briggs
INTERIM CITY ATTORNEY
Case #: FLUM #19-13
Ord#:19-___

CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2nd 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

B. Conditional Use Permit (if applicable)

Whether the use in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

C. Conditions to Consider

1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.

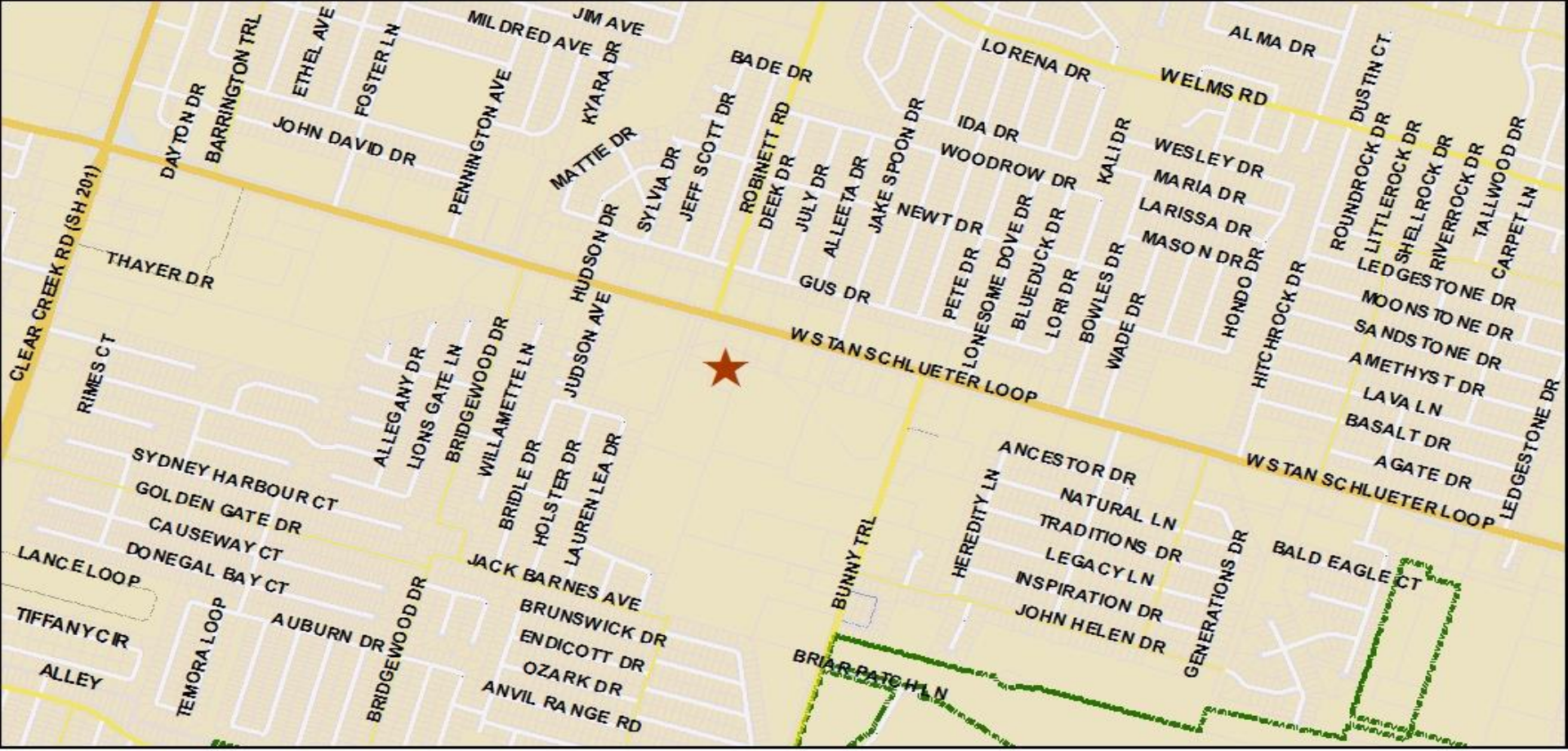
CASE #FLUM19-13 ‘GC’ TO ‘GR’

PH-20-003

January 21, 2020

CASE #FLUM19-13 'GC' to 'GR'

- William Jones, on behalf of Kyoung Enterprises, Inc., submits this request to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' designation to a 'General Residential' designation for approximately 2.104 acres.
- The property is part of Lot 1, Block 1, Kyoung Commercial Addition.
- The property is located at 3804 W. Stan Schlueter Loop, Killeen, Texas.



Zoning Location Map
Case: Z2019-30
Council District: 4
FROM: B-5 TO RMP
1 inch = 1,250 feet
Subject Property Legal Description: KYOUNG COMMERCIAL ADDITION, BLOCK 001, LOT PT 1, (1, LESS N PT), 2.104AC

LOCATION MAP

★ **Zoning Case Location**

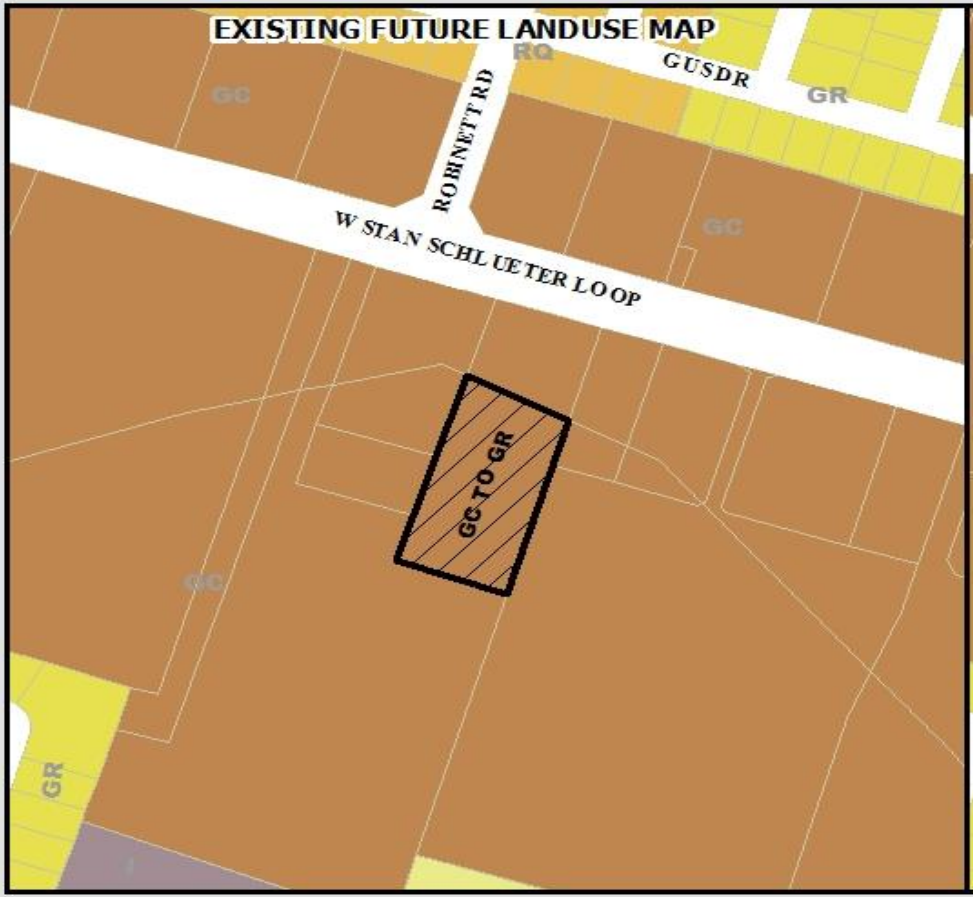
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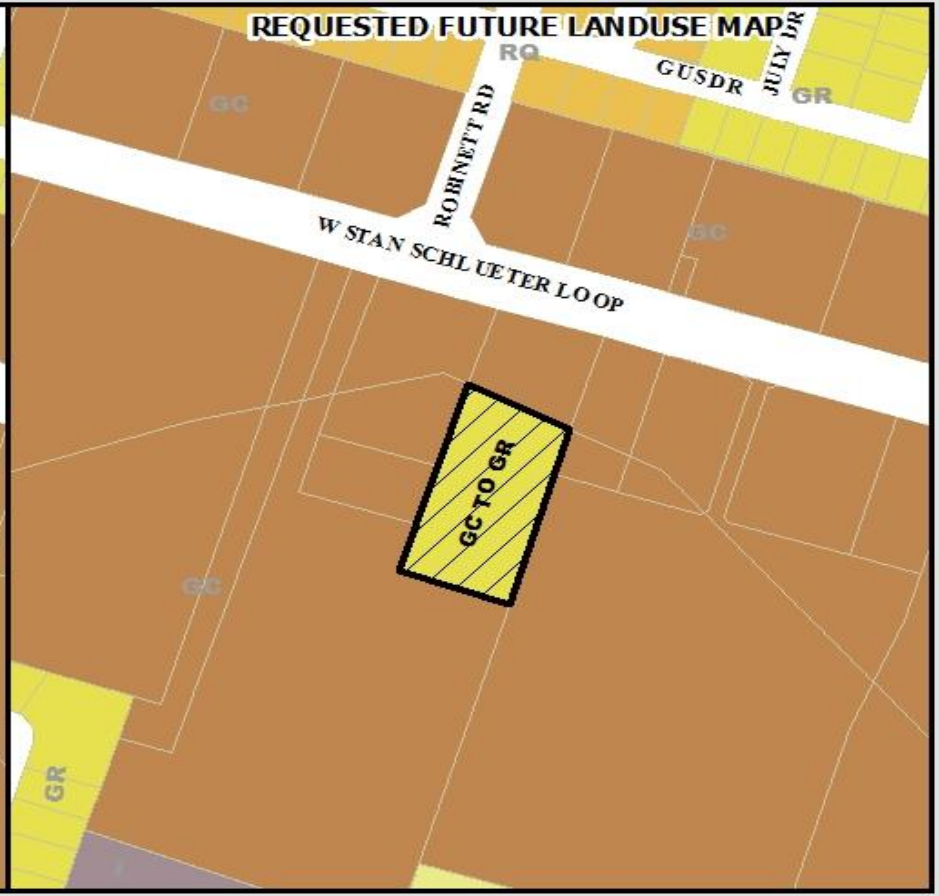
CASE #FLUM19-13 'GC' to 'GR'

- The 'General Commercial' (GC) designation encourages the following development types:
  - Wide range of commercial retail and service uses at varying scales and intensities
  - Office (both large and/or multi-story buildings and small-scale office uses)
  - Public/ institutional
  - Parks and public spaces

CASE #FLUM19-13 'GC' to 'GR'

- If approved, the 'General Residential' ('GR') designation encourages the following development types:
  - Detached residential dwellings the primary focus
  - Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes)
  - Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards
  - Public/institutional
  - Parks and public spaces





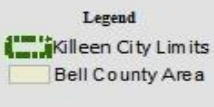
FLUM Notification Plan

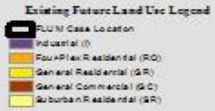
Case: FLUM AMENDMENT 2019-13

Council District: 4
FROM: GC TO GR
1 inch = 333 feet

Subject Property Legal Description: KYOUNG COMMERCIAL ADDITION, BLOCK 001, LOT PT 1, (1, LESS N PT), 2.104AC







Date: 12/10/2019



FLUM LOCATION MAP

Case: FLUM AMENDMENT 2019-13

Council District: 4

GENERAL COMMERCIAL TO GENERAL RESIDENTIAL

Subject Property Legal Description: KYOUNG COMMERCIAL ADDITION, BLOCK 001, LOT PT 1, (1, LESS N PT), 2.104AC

FUTURE LANDUSE LOCATION MAP

★ **FLUM LOCATION**

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W E
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1 inch = 417 feet

Alternatives

- The City Council has two (2) alternatives. The City Council may:
  - approve the 'General Residential' FLUM amendment request; or
  - disapprove the 'General Residential' FLUM amendment request.

Recommendations

- Staff recommends disapproval of the applicant's request to change the FLUM from ‘General Commercial’ to ‘General Residential’.
- The Planning and Zoning Commission recommended disapproval of the applicant’s FLUM request by a vote of 4 to 1, with Commissioner Gukeisen in opposition to the motion.

City of Killeen

Legislation Details

File #:	PH-20-004 **Version:** 1	**Name:**	Zoning 19-30
Type:	Ordinance/Public Hearing	**Status:**	Public Hearings
File created:	1/6/2020	**In control:**	City Council
On agenda:	1/28/2020	**Final action:**	
Title:	HOLD a public hearing and consider an ordinance requested by William Jones on behalf of Kyoung Enterprises, Inc. (Case #Z19-30), to rezone approximately 2.104 acres, being part of Lot 1, Block 1, Kyoung Commercial Addition, from “B-5” (Business District) to “R-MP” (Mobile Home and Trailer Park District) for a proposed RV park. The property is located at 3804 W. Stan Schlueter Loop, Killeen, Texas. (Requires 3/4 majority vote)		
Sponsors:	Planning & Development Dept		
Indexes:			
Code sections:			
Attachments:	Staff Report Ordinance Maps Minutes Considerations Presentation		

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council Workshop		

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STAFF REPORT

DATE: **January 21, 2020**

TO: **Kent Cagle, City Manager**

FROM: **Tony McIlwain, Int. Exec. Dir. of Planning and Development Services**

SUBJECT: **ZONING CASE #Z19-30: "B-5" (BUSINESS DISTRICT) TO "R-MP" (MOBILE HOME AND TRAILER PARK DISTRICT)**

Background and Findings:

This request has been submitted by William Jones on behalf of Kyoung Enterprises, Inc., to rezone approximately 2.104 acres, being part of Lot 1, Block 1, Kyoung Commercial Addition, from "B-5" (Business District) to "R-MP" (Mobile Home and Trailer Park District) for a proposed RV park. The property is locally addressed as 3804 W. Stan Schlueter Loop, Killeen, Texas.

"B-5" Business District
A building or premises in the district "B-5" business district shall be used only for the following purposes:

(1)Any use permitted in the "B-4" district.
(2)Building material and lumber sales (outside storage permitted).
(3)Storage warehouse, greater than twenty-five thousand (25,000) square feet.
(4)Veterinarian clinic or pet kennel with outside pens.
(5)Railroad or bus passenger terminal.
(6)Tire recapping or retreading.
(7)Impound yards provided no salvaging or dismantling is allowed on the premises and site is properly screened.
(8)Any commercial use not included in any other district, provided such use does not involve salvaging, manufacturing or industrial type storage or dismantling, and is not noxious or offensive because of odors, dust, noise, fumes or vibrations.
(9)Mobile home sales.
(10)Tattooing

Should the proposed "R-MP" zoning change request be approved, the authorized use will include the following:

(1) Mobile home, conforming to the current ordinance regulating same, either:
a. As a part of a mobile home park; or
b. Provided, however, that mobile trailer parks in existence on the date of the ordinance from which this section is derived with proper zoning and current mobile trailer park permits shall hereinafter be designated "R-MP" mobile home district. All other mobile trailer parks shall be considered nonconforming.

(2) Accessory buildings and structures incidental to the above uses, including community center, swimming pools, etc.
(3) Installations owned and operated by the city, the county, the state or public utility companies, which installations are necessary for the public safety, governmental services, or the furnishing of utility services to or through the "R-MP" district.

Property Specifics:

Applicant / Property Owner: William Jones on behalf of Kyoung Enterprises, Inc.

Property Location: 3804 W. Stan Schlueter Loop, Killeen, Texas.

Legal Description: Lot 1, Block 1, Kyoung Commercial Addition

Zoning/ Plat Case History:
- There is no recent zoning activity for this property.
- The subject property platted as Lot 1, Block 1, Kyoung Commercial Addition on August 23rd, 2013.

Character of the Area:
Existing Land Use(s) on the Property: The property is zoned for business use and contains a multi-tenant retail building. The southern portion of the subject lot is currently undeveloped land. The surrounding community is made up of a mix of light and heavy commercial uses and undeveloped, commercially zoned land.

Historic Properties: None

Community Infrastructure and Environmental Assessment:

Water, Sewer and Drainage Services
Provider: City of Killeen
Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer and drainage utility services are located within the City of Killeen municipal utility service area and available to the subject tract. However, it will be necessary to extend additional public utility infrastructure to any new development that may occur on the property.

Transportation:
Existing Conditions: The property fronts W. Stan Schlueter Loop (FM 3470), which has been constructed as a 120 foot right-of-way; it is classified as a principal arterial street on the City's adopted Thoroughfare Plan. Access to this parcel is from W. Stan Schlueter Loop exclusively.
Proposed Improvements: None

Projected Traffic Generation: The property is expected to develop as an RV park containing forty (40) RV stalls. The development is expected to yield 79 vehicle trips per day, with 6 AM peak hour trips and 9 peak hour PM trips (*note: this data is sourced the Institute of Transportation Engineer (ITE) Trip Generation Rates-9th Edition, as provided through Spack Consulting*).

Environmental Assessment:
There are no known environmental constraints for these lots. The lots are not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

Land Use Analysis:
Future Land Use Map: This area is designated as 'General Commercial' ('GC') on the Future Land Use Map (FLUM) of the Comprehensive Plan.

'General Commercial' future land use and character recommended development types:

- Wide range of commercial, retail and service uses, at varying scales and intensities depending on the site.
- Office (both large and/ or multi-story buildings and small-scale office uses depending on the site).
- Public and institutional uses.
- Parks and public spaces.

Consistency: The applicant's zoning request is not consistent with the Comprehensive Plan.

Fort Hood Joint Land Use Study (JLUS) Analysis

JLUS Plan: The property is not located in an "Encroachment Awareness Area" as identified within the JLUS.

Section 4.3 of the JLUS describes an "Encroachment Awareness Area" as intending "to serve the purpose of establishing the *current* area in which the partners in this study should maintain heightened vigilance with regard to potentially incompatible civilian land uses encroaching into critical areas that may experience the effects of military training, such as high noise levels."

Public Notification:

Staff notified twelve (12) surrounding property owners regarding this request. As of the date of this staff report, no responses have been received.

THE ALTERNATIVES CONSIDERED:

The City Council may:

- approve the applicant's "R-MP" zoning request; or
- disapprove the applicant's "R-MP" zoning request.

Which alternative is recommended? Staff is recommending disapproval the applicant's "B-5" (Business District) to "R-MP" (Mobile Home and Trailer Park District) zoning request.

Why? The applicant's intended use to develop the remainder of the parcel into an RV park is not consistent with the Future Land Use Map (FLUM) and surrounding land uses

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years?

This zoning request does not involve the expenditure of city funds.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

Is there a sufficient amount in the budgeted line-item for this expenditure?

This is not applicable.

RECOMMENDATION:

The Planning and Zoning Commission recommended disapproval of the applicant's zoning request by a vote of 4 to 1, with Commissioner Gukeisen in opposition.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Maps
Ordinance
Minutes
Considerations

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF PART OF LOT 1, BLOCK 1, KYOUNG COMMERCIAL ADDITION, FROM "B-5" (BUSINESS DISTRICT) TO "R-MP" (MOBILE HOME AND TRAILER PARK DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, William Jones on behalf of Kyoung Enterprises, Inc. has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of part of Lot 1, Block 1, Kyoung Commercial Addition, from "B-5" (Business District) to "R-MP" (Mobile Home and Trailer Park District) for a proposed RV park, for the property addressed as 3804 W. Stan Schlueter Loop, Killeen, Texas, said request having been duly recommended for disapproval by the Planning and Zoning Commission of the City of Killeen on the 6th day of January 2020, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 28th day of January 2020, at the Killeen City Hall, Killeen, Texas;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the ¾ majority opinion that the applicant's zoning request should be approved;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

SECTION I. That the zoning classification of part of Lot 1, Block 1, Kyoung Commercial Addition, from "B-5" (Business District) to "R-MP" (Mobile Home and

Trailer Park District), for the property addressed as 3804 W. Stan Schlueter Loop, Killeen, Texas.

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 28th day of January 2020, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:

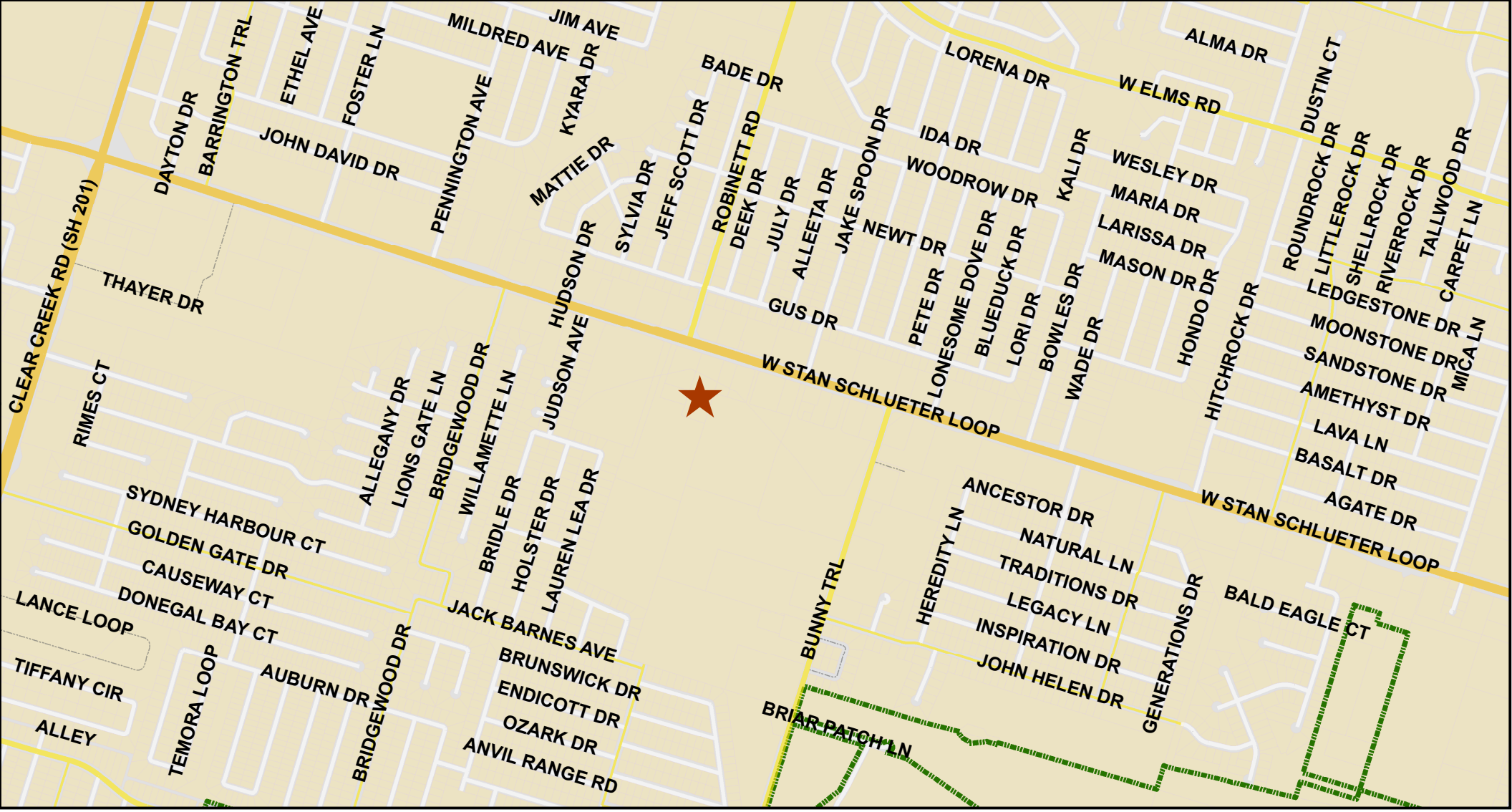
_____
Jose L. Segarra, MAYOR

ATTEST:

_____
Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

_____
Traci Briggs, Interim City Attorney
Case #19-30
Ord. #19-___



Zoning Location Map

Case: Z2019-30

Council District: 4

FROM: B-5 TO RMP

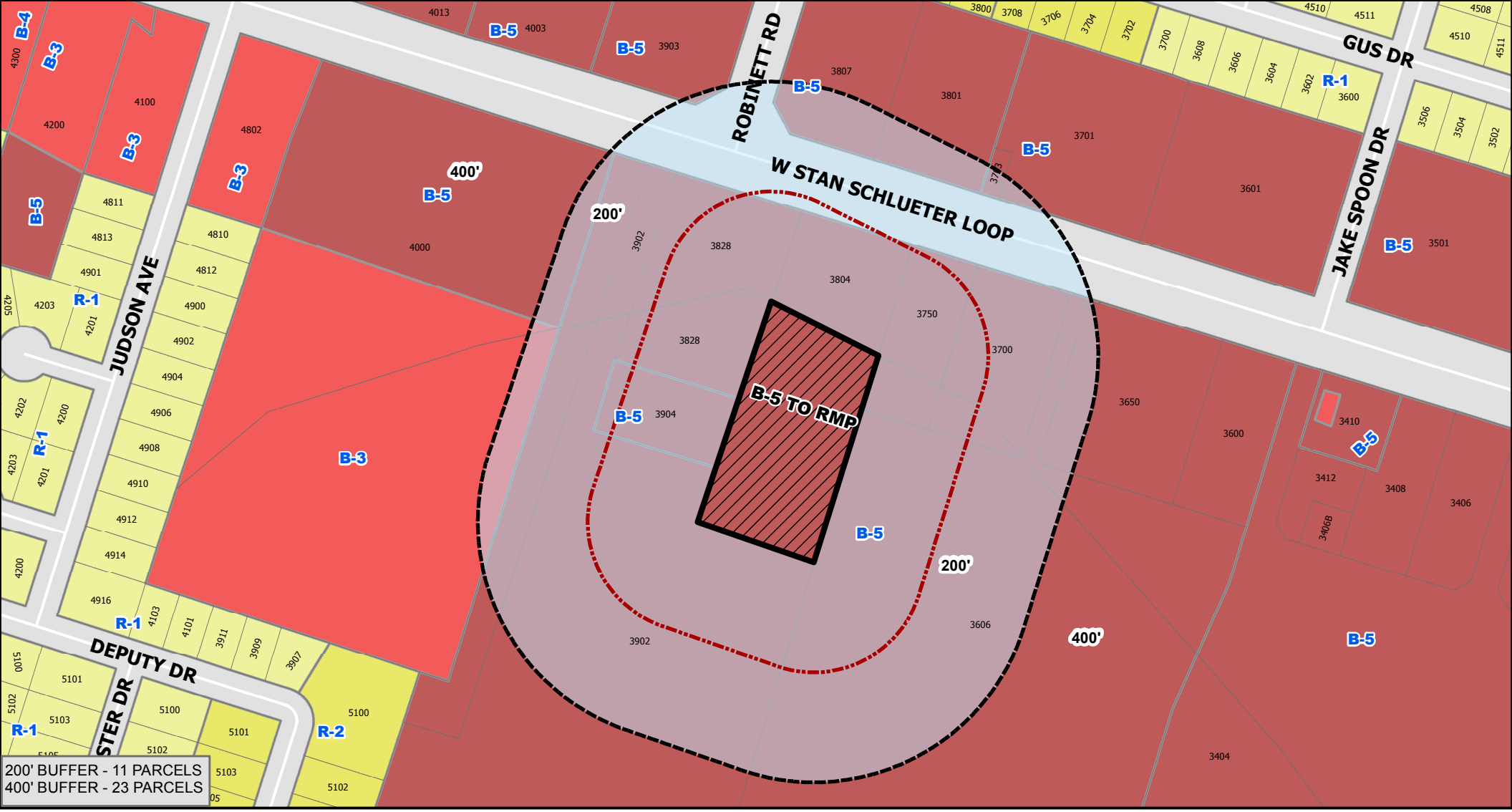
1 inch = 1,250 feet

Subject Property Legal Description: KYOUNG COMMERCIAL ADDITION, BLOCK 001, LOT PT 1, (1, LESS N PT), 2.104AC

LOCATION MAP

Zoning Case Location

N
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S



Zoning Notification Plan

Case: Z2019-30

Council District: 4

FROM: B-5 TO RMP

1 inch = 250 feet

Subject Property Legal Description: KYOUNG COMMERCIAL ADDITION, BLOCK 001, LOT PT 1, (1, LESS N PT), 2.104AC

ZONING CHANGE MAP

Legend

- ZONING CASE LOCATION
- Z19_30_200
- NOTIFICATION AREA

N W E S

MINUTES
PLANNING AND ZONING COMMISSION MEETING
JANUARY 6, 2020

CASE #Z19-30
"B-5" to "R-MP"

HOLD a public hearing and consider a request submitted by William Jones on behalf of Kyoung Enterprises, Inc., **(Case #Z19-30)** to rezone approximately 2.104 acres, being part of Lot 1, Block 1, Kyoung Commercial Addition, from "B-5" (Business District) to "R-MP" (Mobile Home and Trailer Park District) for a proposed RV park. The property is addressed as 3804 W. Stan Schlueter Loop, Killeen, Texas.

Vice Chairman Latham requested staff comments.

Jerry Millard, Senior Planner, stated that this request is the second part of the request. The property is designated as 'General Commercial' on the Comprehensive Plan and the intended use is not consistent with the request.

Staff recommended disapproval of the applicant's request. In addition to the request not being consistent with the Comprehensive Plan's FLUM, staff is of the determination that the intended use is not compatible with the existing land uses along the W. Stan Schlueter Loop commercial corridor.

Mr. William Jones, 1239 CR 4818, Kempner, Texas, was present to represent the request.

Vice Chairman Latham opened the public hearing.

Mr. Amr Abdelazeem, 909 Bellaire Drive, Killeen, Texas, spoke in support of the request.

With no one else requesting to speak, the public hearing was closed.

Commissioner Ploeckelmann motioned to recommend disapproval of the request. Commissioner Holly seconded, and the motion passed by a vote of 4 to 1. Commissioner Gukeisen voted in opposition.

Vice Chairman Latham stated that the request will be forwarded to City Council with a recommendation for disapproval.

CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2nd 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

B. Conditional Use Permit (if applicable)

Whether the use in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

C. Conditions to Consider

1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.

ZONING CASE #Z19-30: “B-5” TO “R-MP”

PH-20-004

January 21, 2020

Case #Z19-30: “B-5” to “R-MP”

- William Jones, on behalf of Kyoung Enterprises, Inc.(**Case #Z19-30**), submits this request to rezone approximately 2.104 acres, from “B-5” (Business District) to “R-MP” (Mobile Home and Trailer Park District) for a proposed RV park.

- The property is part of Lot 1, Block 1, Kyoung Commercial Addition, and is located at 3804 W. Stan Schlueter Loop, Killeen, Texas.



Zoning Location Map
Case: Z2019-30
Council District: 4
FROM: B-5 TO RMP
1 inch = 1,250 feet
Subject Property Legal Description: KYOUNG COMMERCIAL ADDITION, BLOCK 001, LOT PT 1, (1, LESS N PT), 2.104AC

LOCATION MAP

★ **Zoning Case Location**

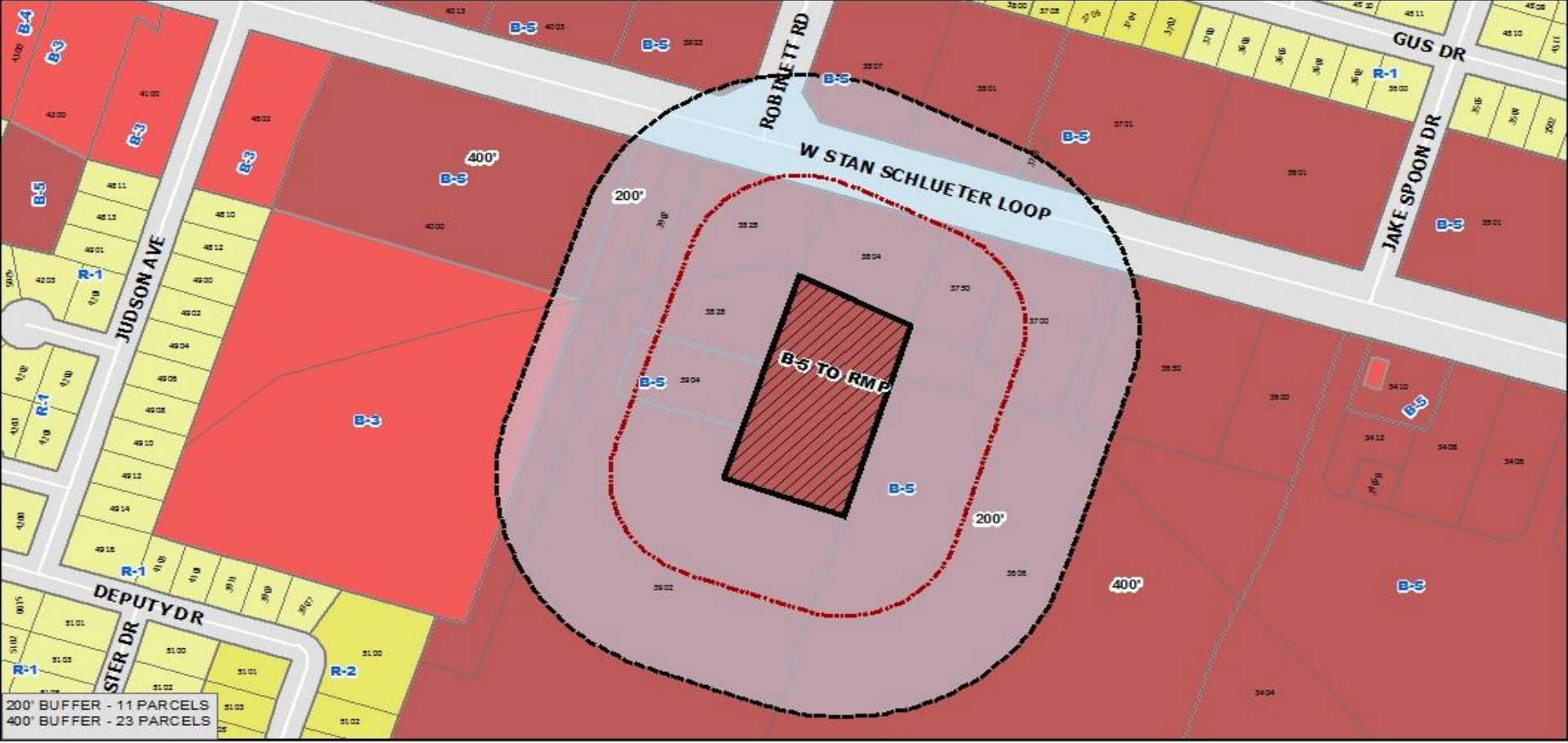
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Case #Z19-30: "B-5" to "R-MP"

- The property is designated as 'General Commercial' ('GC') on the City's Future Land Use Map (FLUM).
- The 'General Commercial' ('GC') designation encourages a wide range of commercial, retail and service uses, at varying scales and intensities depending on the site. Office (both large and/or multi-story buildings and small-scale office uses depending on the site), public and institutional uses, as well as parks and public spaces.
- The applicant's request is not consistent with the FLUM.

Case #Z19-30: “B-5” to “R-MP”

- Staff notified twelve (12) surrounding property owners within 400’ of the subject site regarding this request.
- Staff has received no responses in regard to this request.



Zoning Notification Plan

Case: Z2019-30

Council District: 4

FROM: B-5 TO RMP

1 inch = 250 feet

Subject Property Legal Description: KYOUNG COMMERCIAL ADDITION, BLOCK 001, LOT PT 1, (1, LESS N PT), 2.104AC

ZONING CHANGE MAP

Legend

- ZONING CASE LOCATION
- Z19_30_200
- NOTIFICATION AREA

N
W E
S


GUS DR
ROBINETT RD
JULY DR
JAKE SPOON DR
MAGGIE DR
CAPTAIN DR
PETE DR
W STAN SCHLUETER LOOP
BRIDGEWOOD DR
WILLAMETTE LN
BRIDLE DR
GOJACK CT
JUDSON AVE
HOLSTER DR
BUNNY TRL

Alternatives

- The City Council has two (2) alternatives. The City Council may:
  - Approve the applicant's zoning request; or
  - Disapprove the applicant's zoning request.

Recommendations

- Staff recommends disapproval the applicant's "B-5" (Business District) to "R-MP" (Mobile Home and Trailer Park District) zoning request.
- The Planning and Zoning Commission recommended disapproval of the applicant's "R-MP" zoning request by a vote of 4 to 1 with Commissioner Gukeisen in opposition.

City of Killeen

Legislation Details

File #:	PH-20-005	**Version:** 1	**Name:**	Carry Forward Budget Amendment	
Type:	Ordinance/Public Hearing		**Status:**	Public Hearings	
File created:	1/6/2020		**In control:**	City Council	
On agenda:	1/28/2020		**Final action:**		
Title:	HOLD a public hearing and consider an ordinance amending the FY 2020 Annual Budget of the City of Killeen to authorize the carry forward of FY 2019 expenditure budgets to the FY 2020 budget.				
Sponsors:	Finance Department				
Indexes:	Budget Amendments				
Code sections:					
Attachments:	Staff Report Ordinance Presentation				

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council Workshop		

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STAFF REPORT

DATE: **January 21, 2020**

TO: **Kent Cagle, City Manager**

FROM: **Jonathan Locke, Executive Director of Finance**

VIA: **Miranda Drake, Director of Budget**

SUBJECT: **Carry Forward Budget Amendment**

BACKGROUND AND FINDINGS:

City Charter (Article VII, Section 71) states that all appropriations shall lapse at the end of the fiscal year to the extent that they shall not have been expended or lawfully encumbered. During the course of a fiscal year, there are contracts and commitments that are entered into by the City that begin in the current fiscal year and are completed in the next fiscal year.

There are contracts and commitments for projects and/or services that were not completed nor received by the City prior to the close of the fiscal year that ended September 30, 2019. In order to complete these projects and/or services, FY 2019 appropriations need to be carried forward to the Annual Budget for FY 2020 as a budget amendment.

FY 2019 Carry Forward	**Revenue Budget**
Capital Improvement Funds	$4,584
Internal Service Funds	431,147
TOTAL	$435,731

FY 2019 Carry Forward Expenditure Budget	
General Fund	$573,511
Special Revenue Funds	977,957
Capital Improvement Funds	11,572,679
Water and Sewer Fund	19,701
Drainage Utility Fund	3,300
Internal Service Funds	511,761
TOTAL	$13,658,909

THE ALTERNATIVES CONSIDERED:

(1) Approve the attached ordinance amending the Annual Budget for FY 2020 to re-appropriate funds from the fiscal year that ended September 30, 2019; (2) Do not approve the ordinance.

Which alternative is recommended? Why?

Staff recommends option 1 to approve the ordinance amending the Annual Budget for FY 2020 to re-appropriate funds from the fiscal year that ended September 30, 2019.

CONFORMITY TO CITY POLICY:

The City's Financial Governance Policies, Section V. Budget Administration (B)(1) states that City Council may amend or change the budget by ordinance.

FINANCIAL IMPACT:

Upon approval, accounts will be amended in the FY 2020 budget as follows:

An increase to General Fund expenditure accounts by $573,511.
An increase to Special Revenue Funds' expenditure accounts by $977,957.
An increase to Capital Improvement Funds' revenue accounts by $4,584.
An increase to Capital Improvement Funds' expenditure accounts by $11,572,679.
An increase to Water and Sewer expense accounts by $19,701.
An increase to Drainage Utility expense accounts by $3,300.
An increase to Internal Service Fund revenue accounts by $431,147.
An increase to Internal Service Fund expense accounts by $511,761.

What is the amount of the expenditure in the current fiscal year? For future years?

The carry forwards from FY 2019 to FY 2020 budget for revenues total $435,731 and for expenditures total $13,658,909.

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted?

A budget amendment is required.

If not, where will the money come from?

The attached budget amendment recognizes the carry forward of FY 2019 expenditure budgets to the FY 2020 budget.

Is there a sufficient amount in the budgeted line-item for this expenditure?

Upon approval of the budget amendment.

RECOMMENDATION:

Staff recommends that the City Council approve the ordinance amending the FY 2020 Annual Budget.

DEPARTMENTAL CLEARANCES:

City Attorney
Finance

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2020 ANNUAL BUDGET OF THE CITY OF KILLEEN TO AUTHORIZE THE CARRY FORWARD OF FY 2019 EXPENDITURE BUDGETS TO THE FY 2020 BUDGET; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2019 to September 30, 2020, has been adopted by City Council in accordance with the City Charter; and

WHEREAS, there are outstanding purchase orders and contracts that were not completed during the fiscal year ending September 30, 2019 which need to be carried forward to fiscal year ending September 30, 2020; and

WHEREAS, the need for additional funds requires a budget amendment;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

SECTION 1. That Ordinance 19-044, adopting a budget for operating the municipal government of the City of Killeen for the Fiscal year October 1, 2019 to September 30, 2020, be amended as to the portion of said budget as follows:

Revenues:

Account Number	Description	Original Budget	Budget Change	Amended Budget
343-0000-391-0347	Transfer In from Fund 347	$ -	$ 4,584	$ 4,584
610-0000-391-0110	Transfer In from General Fund (010)	-	411,446	411,446
610-0000-391-0550	Transfer In from W&S Fund (550)	-	19,701	19,701
	Total	$ -	$ 435,731	$ 435,731

Expenditures:

Account Number	Description	Original Budget	Budget Change	Amended Budget
010-3215-423-4650	Furniture & Fixtures (Library)	$ 16,278	$ 4,172	$ 20,450
010-3215-423-6140	Computer Equipment/Software (Library)	-	49,367	49,367
010-6050-441-4620	Books & Reference Materials (Police)	900	11,798	12,698
010-7070-442-4120	Uniforms & Clothing (Fire)	218,940	61,096	280,036
010-7070-442-4799	Special Services (Fire)	25,154	3,262	28,416
010-7070-442-6135	Machinery & Equipment (Fire)	6,000	32,370	38,370
010-9595-492-9610	Transfer Out to Support Services Fund (610)	-	411,446	411,446
207-6000-441-4640	Computer Equipment/Software (Police)	-	20,858	20,858
207-6000-441-6140	Computer Equipment/Software (Police)	-	18,840	18,840
214-2020-415-5543	Grants to the Arts	185,167	156,136	341,303
220-0405-414-4635	Equipment & Machinery (PEG Fund)	59,714	34,652	94,366

Expenditures (continued):

Account Number	Description	Original Budget	Budget Change	Amended Budget
234-3445-434-4236	Traffic Signals Maintenance (Streets)	$ 16,283	$ 25,415	$ 41,698
234-3445-434-4265	Street Maintenance (Streets)	1,930,000	538,000	2,468,000
234-3445-434-4701	Consulting (Streets)	15,000	184,056	199,056
550-9595-492-9610	Transfer to Support Services Fund (610)	-	19,701	19,701
575-3476-432-4701	Consulting (Environmental)	9,300	3,300	12,600
601-2033-415-4210	Building Maintenance (Fleet Svcs)	4,000	7,565	11,565
610-1005-416-4711	Legal Services (City Attorney)	27,779	30,729	58,508
610-3258-426-6102	Buildings (Building Services)	-	34,808	34,808
610-3435-432-4711	Legal Services (Engineering)	-	334,932	334,932
610-3435-432-4720	Engineering Services (Engineering)	239,400	19,701	259,101
610-9501-491-4701	Consulting (City Manager Search)	150,000	10,977	160,977
627-2705-419-4210	Building Maintenance (Info Tech)	5,000	2,550	7,550
627-2705-419-4340	Computer Hardware Repair (Info Tech)	20,000	1,481	21,481
627-2705-419-4615	Buildings (Info Tech)	-	5,513	5,513
627-2705-419-4701	Consulting (Info Tech)	-	2,137	2,137
627-2705-419-6135	Machinery & Equipment (Info Tech)	-	49,215	49,215
627-2705-419-6140	Computer Equipment/Software (Info Tech)	185,000	12,153	197,153
349-2705-419-6110	Motor Vehicles (Info Tech)	37,600	30,000	67,600
349-3020-424-6110	Motor Vehicles (Golf Course)	-	12,530	12,530
349-3025-425-6110	Motor Vehicles (Parks)	31,500	68,999	100,499
349-3070-428-6110	Motor Vehicles (Animal Services)	95,400	98,500	193,900
349-3258-426-6110	Motor Vehicles (Building Services)	-	191,500	191,500
349-3259-426-6110	Motor Vehicles (Custodial Services)	60,000	53,500	113,500
349-3445-434-6110	Motor Vehicles (Street Maint.)	303,000	282,532	585,532
349-4052-450-6110	Motor Vehicles (Building & Inspections)	30,000	23,000	53,000
349-4053-450-6110	Motor Vehicles (Code Enforcement)	54,000	23,500	77,500
349-6000-441-6110	Motor Vehicles (Police)	1,402,900	415,828	1,818,728
349-7070-442-6110	Motor Vehicles (Fire)	512,000	149,659	661,659
375-3435-432-6110	Motor Vehicles (Engineering)	-	31,700	31,700
375-3448-434-6110	Motor Vehicles (Drainage Maint.)	39,000	31,171	70,171
375-3448-434-6135	Machinery & Equipment	-	24,954	24,954
387-2050-411-6110	Motor Vehicles (Utility Collections)	90,000	5,067	95,067
387-3410-436-6110	Motor Vehicles (Water Dist.)	136,700	71,000	207,700
387-3415-437-6110	Motor Vehicles (Sanitary Sewers)	111,000	53,415	164,415
387-3415-437-6135	Machinery & Equipment (Sanitary Sewers)	-	195,401	195,401
387-3420-438-6110	Motor Vehicles (W&S Operations)	55,000	338,187	393,187
387-3420-438-6135	Machinery & Equipment (W&S Operations)	-	7,082	7,082
387-3435-432-6110	Motor Vehicles (Engineering)	38,000	136,000	174,000
388-3460-439-6110	Motor Vehicles (Residential)	1,984,000	1,059,520	3,043,520
388-3465-439-6110	Motor Vehicles (Commercial)	452,000	241,978	693,978
341-3490-800-5823	US 190/Rosewood/FM 2410	111,162	2,523	113,685

Expenditures (continued):

Account Number	Description	Original Budget	Budget Change	Amended Budget
343-3490-800-5836	Stagecoach Improvements	$ 1,329,463	$ 90,196	$ 1,419,659
347-3490-492-9343	Transfer Out to Fund 343	-	4,584	4,584
349-3025-425-6905	Contingency (Parks)	-	124,084	124,084
349-3435-432-6905	Contingency	-	1,950,130	1,950,130
350-3490-800-5401	Other Projects Reserve	37,000	65,123	102,123
375-3448-434-6905	Contingency	25,000	2,239,840	2,264,840
386-3495-800-5401	Other Projects Reserve	-	439,377	439,377
387-3435-432-6905	Contingency	-	1,299,524	1,299,524
388-3465-439-6905	Contingency	-	1,513,854	1,513,854
576-9591-495-5401	Other Projects Reserve	-	298,421	298,421
	Total	$ 10,048,640	$ 13,658,909	$ 23,707,549

SECTION II: That the City Council finds that the public notice and public hearing requirements of Section 56 of the City Charter have been complied with prior to the enactment of this ordinance.

SECTION III: That should any section or part of any section or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

SECTION IV: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION V: That this ordinance shall be effective after its passage and publication according to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 28th day of January, 2020, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED

_____
Jose L. Segarra
MAYOR

ATTEST:

_____
Lucy Aldrich
City Secretary

APPROVED AS TO FORM

_____
Traci Briggs
Interim City Attorney

FY 2019 CARRY FORWARD BUDGET AMENDMENT TO FY 2020

PH-20-005

January 21, 2020

Carry Forward Budget Amendment Background

- Purpose of budget amendment
  - Carry forward unspent budget for projects, services, and purchases that began in FY 2019 and not completed by the end of the fiscal year
  - Unspent budget fell into fund balance
  - The amendment will move the unspent FY 2019 budget into FY 2020
  - Honor outstanding contracts and commitments already made

Carry Forward Budget Amendment Operational Funds

Fund	Revenue Budget Change	Fund Balance	Total Revenues	Expenditure Budget Change
General	$0	$573,511	$573,511	$573,511
Internal Service	*$431,147	$80,614	$511,761	$511,761
Water & Sewer	$0	$19,701	$19,701	$19,701
Drainage	$0	$3,300	$3,300	$3,300
Total	$431,147	$677,126	$1,108,273	$1,108,273

*Transfer In due to the creation of Support Services ISF

Carry Forward Budget Amendment
Fleet Replacement Program

Fund	Revenue Budget Change	Fund Balance	Total Revenues	Expenditure Budget Change
Governmental CIP	$0	$1,349,548	$1,349,548	$1,349,548
Solid Waste CIP	$0	$1,301,498	$1,301,498	$1,301,498
Water/Sewer CIP	$0	$806,152	$806,152	$806,152
Drainage CIP	$0	$87,825	$87,825	$87,825
Total	$0	$3,545,023	$3,545,023	$3,545,023

Carry Forward Budget Amendment

Capital Improvement Funds

Fund	Revenue Budget Change	Fund Balance	Total Revenues	Expenditure Budget Change
Drainage CIP	$0	$2,538,261	$2,538,261	$2,538,261
Governmental CIP	*$4,584	$2,232,056	$2,236,640	$2,236,640
Water/Sewer CIP	$0	$1,738,901	$1,738,901	$1,738,901
Solid Waste CIP	$0	$1,513,854	$1,513,854	$1,513,854
Total	$4,584	**$8,023,072	$8,027,656	$8,027,656

*Budget additional interest income to Stagecoach improvements

**Other project reserve/contingency $7.9 million

Carry Forward Budget Amendment
Special Revenue Funds

Fund	Revenue Budget Change	Fund Balance	Total Revenues	Expenditure Budget Change
Street Maintenance	$0	$747,471	$747,471	$747,471
Hotel Occupancy Tax	$0	$156,136	$156,136	$156,136
Law Enforcement Grant	$0	$39,698	$39,698	$39,698
Cablesystem Imprv. (PEG)	$0	$34,652	$34,652	$34,652
Total	$0	$977,957	$977,957	$977,957

Carry Forward Budget Amendment Summary

Fund	Revenue Budget Change	Fund Balance	Total Revenues	Expenditure Budget Change
Operational Funds	$431,147	$677,126	$1,108,273	$1,108,273
Fleet Replacement Program	$0	$3,545,023	$3,545,023	$3,545,023
CIP Funds	$4,584	$8,023,072	$8,027,656	$8,027,656
Special Revenue Funds	$0	$977,957	$977,957	$977,957
Total	$435,731	$13,223,178	$13,658,909	$13,658,909

Carry Forward Budget Amendment Recommendation

City Council approve the ordinance amending the Annual Budget for FY 2020